

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/85316356739?pwd=T21LL3NoWXZMVFMWDBKdXVLRmp1UT09>

Meeting ID: 853 1635 6739

Passcode: 986417

One tap mobile

+1-305-224-1968 US

Special Meeting 6:45 p.m. - A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 6, 2023 at 6:45 p.m. for the following purposes:

Accept the non-budgeted appropriation of the State of Connecticut Youth Services Bureau Grant in the amount of \$3421.00 for deposit in the Child and Youth Services revenue account and appropriate those funds to the Youth Grant expenditure account, subject to approval by the Board of Finance.

Dated at Berlin, Connecticut this 17th day of May 2023.

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, June 6, 2023
Town Council Chambers (in person)
Remote Meeting
AMENDED AGENDA
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MAYOR'S UPDATE

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

G. CONSENT AGENDA:

1. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 305.00 for Animal Care and supplies valued at \$ 226.08. – Animal Control
2. Topic re: Accept a donation of \$9,910 and to deposit these funds into the Myrna Pauloz Senior Center Donation Account and appropriate said funds to Senior Center Budget, Furniture Account, Computer Account, and Programs and Activities Account. – Senior Center

3. Topic re: Authorize the Senior Center Director to accept with the three other Central CT Health District towns and the Central CT Health District to accept the NCOA Vaccine Uptake Initiative Grant funds of \$50,000. – Senior Center
4. Topic re: Approve the request of the St. Paul School Drama Club to waive all fees associated with having a Berlin Police Officer at Berlin High School to control traffic for those attending the performance of the Wizard of Oz. The total amount of the fee to be waived is approximately \$377. – Town Manager
5. Topic re: Authorize the Town Manager to enter into a farm use License Agreement with Ryan Matson for the portion of the property across from Berlin High School on Patterson Way that is appropriate for farm use. – Town Manager
6. Topic re: Approve Berlin Youth Football and Cheerleading to sell food and beverages at their home football games at Scalise Football Field, Sage Park for the 2023 season. – Parks and Recreation
7. Topic re: Approve Berlin High School Class of 2024 to sell food and beverages at Berlin High School events during the 2023 – 2024 school year. – Parks and Recreation
8. Topic re: Approve permission for consumption of alcoholic beverages (BYOB - beer and wine) and to charge a fee at Sage Park Pavilion for the Ektamandal - Patel family picnic for approximately 80 people of all ages on Sunday, July 2 with a rain date of Tuesday July 4, 2023 from 10:00AM – 8:00PM. A buffet meal will be served with music and games for entertainment. Tulip Insurance will be obtained. – Parks and Recreation
9. Topic re: Transfer \$662,113.56, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts. – Finance
10. Topic re: Accept monetary donations totaling \$717.63 and deposit \$341.31 into the friends of the library miscellaneous account for the purchase of library programs, program supplies and two museum pass renewals, and deposit \$376.32 into the friends of the library credit card account for library program supplies and move to accept (50) \$1 Pralines ice cream coupons with a value of \$50.00 and (2) hand woven scarves with an estimated value of \$50.00 to be used as summer reading prizes and move to accept books with an estimated value of \$84.93 to be added to the appropriate department collections. – Berlin-Peck Memorial Library
11. Topic re: Authorize Berlin Town Manager to apply to Amplify, Inc. for a grant in the amount of \$5,000 in Connecticut State Opioid Response Initiative funds, and to authorize the Town Manager to accept the grant on behalf of the Berlin Social & Youth Services, and to sign any contracts and agreements pertaining to this grant. Upon receipt funds will be deposited in the State Opioid Response Grant revenue account and to appropriate the \$5,000 grant to the State Opioid Response Grant expense account, subject to approval by the Board of Finance. – Social and Youth Services

H. PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Town of Berlin will conduct a public hearing on Tuesday, June 6, 2023 at 7:00 p.m. to discuss the 2023 Connecticut Neighborhood Assistance Act (NAA) Tax Credit

Program and to solicit citizen input. The meeting can also be accessed via Zoom. Please refer to the Town of Berlin Website at www.berlinct.gov for more information regarding the meeting link.

The Connecticut Neighborhood Assistance Act Tax Credit Program provides a tax credit to business firms that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. The community programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS). A tax credit equal to 100% of the cash invested is available to business firms that invest in energy conservation projects. Tax exempt entities desiring to obtain benefits under the NAA must complete an application and submit it to the municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes their portion of the application and submits it to DRS on or before July 1 of each year. Prior to submitting the application to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs.

This year, there were two proposals submitted from the Prudence Crandall Center, one from the Kensington Congregational Church and one from the Friends of the Worthington Meeting House, Inc. The Prudence Crandall Center provides a comprehensive array of services to victims of domestic violence to Berlin residents, schools, and community groups. Kensington Congregational Church's Historic 1774 Meetinghouse serves over 500 members through community outreach programs and activities and the Worthington Meeting House primarily serves the Town of Berlin and the Central Connecticut area. It will be an attraction for the town and will provide meeting room and event space to be shared by the Berlin Historical Society and other community organizations. All three groups wish to submit proposals for the 2023 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

The public hearing will also give citizens an opportunity to make their comments known on the proposed project. If you are unable to participate in the public hearing, you may direct written comments to Aroscha Jayawickrema, Town Manager, 240 Kensington Road, Berlin, CT 06037, or you may telephone 860-828-7003. Additional information may be obtained at the above address between the hours of 8:30 a.m. to 4:30 p.m. Monday through Wednesday, 8:30 a.m. to 7:00 p.m. Thursday and 8:30 a.m. to 1:00 p.m. Friday.

All are encouraged to participate. The hearing is accessible to the handicapped. Any disabled persons requiring special assistance or non-English speaking persons should contact Jen Ochoa, ADA Coordinator, at 860-828-7010 at least five days prior to the hearing.

The Town of Berlin promotes fair housing and makes all programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Equal Opportunity/Affirmative Action

I. NEW BUSINESS:

1. Topic re: Review and discuss the final drafted pension plan document. – Human Resources
2. Topic re: Authorize the Town Manager to approve invoices for services rendered surpassing \$25,000 bid threshold, to complete preparation of pension plan documents for the police pension plan, not to exceed \$50,000. – Human Resources

3. Topic re: Authorize the Town Manager to apply for the \$4,000 Juvenile Review Board Grant on behalf of the Town and accept the non-budgeted appropriation of the State of Connecticut Youth Services Bureau Grant in the amount of \$3,421.00 for deposit in the Child and Youth Services revenue account and appropriate those funds to the Youth Grant expenditure account, subject to approval by the Board of Finance. – Social Services
4. Topic re: Approve the Berlin Peck Memorial Library applying for a grant through the Connecticut Education Network to fund network upgrades to enhance CEN performance for the library and, if awarded, to appropriate the grant funds to the CEN Grant account pending approval by the Board of Finance. This will in turn improve performance for the libraries network in general and provide much needed upgrades that would otherwise need to be calculated into the budget. The total dollar amount of the grant is \$62,640.00. – Berlin-Peck Memorial Library
5. Topic re: Approve the continuation of the contract for Netsmart's electronic health record and documentation system for one year, amount not to exceed \$28,140. – VNA
6. Topic re: Approve the purchase of one Kubota 6000HSTC tractor with attachments from M.B. Tractor & Equipment utilizing Sourcewell contract #031121-KBA in an amount not to exceed \$55,000. and the purchase of six Generac light towers utilizing Sourcewell contract #020923-GNR in amount not to exceed \$52,884. – Parks and Recreation/Parks and Grounds
7. Topic re: Waive the Town's bidding procedure for Water & Wetland LLC, in the amount of \$25,000 for permitting, treatment and aeration of invasive species at several waterways throughout town as this is in the best interest for town. – Parks and Grounds
8. Topic re: Approve a transfer of \$30,000 from the Veterans Commission General fund to the Parks and Grounds Capital Non Recurring account for irrigation at Veterans Park. – Parks and Grounds
9. Topic re: Authorize the Town Manger to schedule a public hearing at 7:00 pm on June 20, 2023 concerning the approval of the contract to lease golf course utility carts from EZ-GO using PNC Bank, National Association in the amount not exceeding \$34,348.73. The yearly payments will be in the amount not exceeding \$6,879.73 starting 8/1/23 and ending 8/1/27. - Golf Course
10. Topic re: Endorse the Draft 2023 Plan of Conservation and Development as required by Connecticut General Statutes Section 8-23(h)(2) and to convey said endorsement to the Planning and Zoning Commission. – Planning and Zoning/Economic Development
11. Topic re: Discussion about the future of Pistol Creek Properties – Economic Development
12. Topic re: Make a referral to the Planning and Zoning Commission pursuant to section 8-24 of the Connecticut General Statutes for a lot line revision to add a 0.25 acre portion of 143 Percival Avenue to Percival Field parcel Map 8-4, Block 54, Lot 69, for the sale of 143 Percival Avenue (4.65 acres after the lot line revision), and for the lease of a 4.15 acre portion Percival Field parcel Map 8-4, Block 54, Lot 65 all as shown on the survey of Angus McDonald, Gary Sharpe & Associates, Inc. dated October 4, 2017, that is attached hereto also schedule a public hearing on June 20 at 7 PM at the Berlin Town Council Chambers regarding the sale of 143 Percival Avenue and lease of a portion of Map 8-4, Block 54, Lot 65 per the attached survey map to the Berlin Housing Authority. – Economic Development

TOWN MEETING PROCEDURES

- 1. Call to Order – Mayor will open the meeting**
- 2. Election of a Moderator (Nominations from the Floor)**
- 3. Nominations closed**
- 4. Eligibility to Vote – any person who is an elector of such town and any citizen of the United States of the age of eighteen (18) years or more who, jointly or severally, who is liable to the town for taxes assessed against him/her on an assessment of not less than one thousand (\$1,000.00) on the last completed grand list of such town (reference CGS Sec. 7-6.)**
- 5. Clerk will read the Legal Notice**
- 6. Is there a Resolution to come before the Town Meeting?
(Second Required)**
- 7. Discussion on Resolution**
- 8. Vote on Resolution**
- 9. Mayor should then simply state the meeting is adjourned
(a motion is not necessary to adjourn Special Town Meeting)**

Revised 5/2/2018

LEGAL NOTICE
TOWN OF BERLIN
SPECIAL TOWN MEETING

June 6, 2023

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 6, 2023 at 6:45 p.m. for the following purposes:

Accept the non-budgeted appropriation of the State of Connecticut Youth Services Bureau Grant in the amount of \$3421.00 for deposit in the Child and Youth Services revenue account and appropriate those funds to the Youth Grant expenditure account, subject to approval by the Board of Finance.

Dated at Berlin, Connecticut this 17th day of May 2023.

BERLIN TOWN COUNCIL

ATTEST: Kate Wall, Berlin Town Clerk

Publish Date:
May 30, 2023

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: May 31, 2023
SUBJECT: Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

Period	Amount	Purpose	Donor*
May 1, 2023 to May 25, 2023	\$ 200.00 ck # 1039	Animal Care	Jill Paszczuk Berlin
	\$ 50.00 ck # 59728273	Animal Care	Thomas Ottman Berlin
	\$ 30.00 (value)	Dog Care	Sylvia Ann Debo Cromwell
	\$ 40.00 (value)	Cat Care	Karin Thompson Cromwell
	\$ 50.00 (cash)	Animal Care	Tom Wallen Kensington
	\$156.08 (Vet fee)	"Buddy" dog Impound # 069	FOBAC Kensington
	\$ 5.00 (cash)	Animal Care	Caimir Dynak Berlin

* Unless a name is mentioned, donors requested anonymity

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 305.00 for Animal Care and supplies valued at \$ 226 .08

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer





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

April 12, 2023

Jill Paszczuk
133 Savage Hill Rd.
Berlin, CT 06037

Dear Jill,

Thank you so very much for the generous donation of \$200. We really appreciate you thinking of us and the animals we care for. All the donations received go towards medical care for the animals we find whether it be for injuries, illness or preventive vaccines and neutering. We are happy "Shamus" found his way back home. He sure seems like a special kitty with his "talking" and taking care of his blind sister. Thanks again.

Sincerely,

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



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



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

April 19, 2023

Sylvia Ann Debo
14 North Ridge Dr.
Cromwell, Ct. 06416

Dear Sylvia Ann,

Thank you for the donation of dog food and pill pockets. We are so lucky with kind people like you, we can continue to help the homeless animals in our shelter.

Thanks again.

Sincerely,

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



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



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

April 19, 2023

Karin Thompson
12 North Ridge Dr.
Cromwell, Ct. 06416

Dear Karin,

Thank you for the donation of cat food and cat treats. We are so lucky with kind people like you, we can continue to help the homeless animals in our shelter.

We are sorry for your loss of your cat. You sure took good care of her !!

Thanks again.

Sincerely,

Jan Lund, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



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



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

April 18, 2023

Thomas Ottman
53 West View Terrace
Berlin, CT 06037

Dear Thomas,

Thank you so very much for the donation of \$50. We really appreciate you thinking of us and the animals we care for. All the donations received go towards medical care for the animals we find whether it be for injuries, illness or preventive vaccines and neutering. Your continuous donations are very much appreciated by us. Thanks again.

Sincerely,

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



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



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

May 16, 2023

Tom Wallen
P.O. Box 7114
Kensington, CT 06037

Dear Tom,

Thank you so very much for the donation of \$50 in memory of your friend John Poirer. We are very sorry for your loss. We really appreciate you thinking of us and the animals we care for. All the donations received go towards medical care for the animals we find whether it be for injuries, illness or preventive vaccines and neutering. If you find an address for his family Please call our office and we will be glad to send them a letter acknowledging your donation. Thanks again.

Sincerely,

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



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

23-0068

Animal Hospital Of Berlin

369 New Britain Rd
Kensington, CT 06037
860-828-1770



FOR: Animal Control Friends Of Berlin
P.O. Box 1
Kensington, CT 06037
()

Printed: 05-03-23 at 10:41a
Date: 05-03-23
Account: 2403
Invoice: 45358

Date	For	Qty Description	Net Price
05-03-23	Case#23-0068 Bu	1 DISCOUNT RESCUE GROUP	-66.87
05-03-23		1 Panalog Ointment 7.5 ml	26.20
	Place small amount to both ears twice a day for 7 days.		
05-03-23		20 Antirobe (Clindamycin) 75mg Capsules	46.25
	Give 1 capsule by mouth 2 times daily (every 12 hours).		
05-03-23		1 Rabies 1 Year Vaccine - Canine	49.00
05-03-23		1 Medical Waste Disposal Fee	12.00
05-03-23		1 Physical Exam Medical/Surgical	89.50
Old balance			New balance
0.00			156.08
Charges			
156.08			
Payments			
0.00			

Patient	Total charges
Case#23-0068 Buddy	156.08

Reminders for: **Case#23-0068 Buddy** (Weight: 11.8 lbs - Last done

05-02-24 Rabies 3 Year Vaccine

Case#23-0068 Buddy's weight history (in lbs)

05-03-23	11.80
----------	-------

THANK YOU FOR CHOOSING OUR PRACTICE !!

OUR GOAL IS TO:

- ~Treat each client's pet as if it were our own.
- ~Treat all patients with respect and dignity.
- ~Educate clients so that they can make informed decisions concerning their pet's care.
- ~Provide quality veterinary care at an honest and affordable price.
- ~To always exceed client expectations.

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: May 11, 2023
SUBJECT: Myrna Pauloz Senior Center Donation Distribution

Summary of Agenda Item:

Upon the death of long time Senior Center Member, Myrna Pauloz, a fund was established through the Community Foundation of Greater New Britain for the benefit of the Berlin Senior Center. This Fund was established to provide annual distributions to support the physical needs and activities of the Berlin Senior Center. It is stipulated in the Fund Agreement and Mrs. Pauloz Will, funds dispersed shall be used for the purchase of furniture, or audio-visual equipment, computers, and related computer programs, and may also be used to provide for or subsidize bus trips, lectures or other entertainment for members of the Senior Center.

The revenue received will be deposited in the Myrna Pauloz Senior Center Donations Account, 357.30.3055.2.45100.00000.

After careful consideration the Senior Center staff would like to use the second distribution of \$9,910.00 for the following; Furniture, \$3,000 to account 357.30.3055.0.54000.01314; Computer Equipment, \$2,000 to account 357.30.3055.0.54000.01000; Programs and Activities, \$4,910 to account 357.30.3055.0.53400.00000.

Action Needed:

Move to accept a donation of \$9,910 and to deposit these funds into the Myrna Pauloz Senior Center Donation Account and appropriate said funds to Senior Center Budget, Furniture Account, Computer Account, and Programs and Activities Account.

Attachments:

Community Foundation Agreement; Myrna M. Pauloz Senior Center Fund

Prepared by:

Jen Ochoa, Director of Community, Recreation and Park Services
Tina Doyle, Senior Center Director

T. Doyle



Connecting Donors Who Care With Causes that Matter

The Myrna M. Pauloz Berlin Senior Center Fund Designated Future Fund Agreement

THIS DESIGNATED FUND AGREEMENT is executed this 16th day of August, 2012, by and between the COMMUNITY FOUNDATION OF GREATER NEW BRITAIN, INC., a Connecticut non-profit corporation (hereafter the "Foundation"), and Myrna M. Pauloz.

1. **CONTRIBUTION AND ESTABLISHMENT OF DESIGNATED FUND.** I, Myrna M. Pauloz (hereafter the "Donor"), hereby authorize the establishment of the Myrna M. Pauloz Berlin Senior Center Fund (hereafter the "Fund"), a component fund of the Foundation, for the Benefit of the Berlin Senior Center (hereafter the "Organization") and its clientele. The Fund will be established with an irrevocable gift described on attached Schedule A. Said gift to the Foundation is to be held, administered and distributed as herein provided. This Fund shall provide annual distributions to support the physical needs and activities of the Berlin Senior Center, presently located at 31 Colonial Drive, Berlin, CT 06037. The Berlin Senior Center shall use said funds for the purchase of furniture or audio visual equipment, computers and related computer programs and may also use these funds to provide for or subsidize bus trips, lectures or other entertainment for its clientele.

2. **IRREVOCABILITY.** This Agreement may be amended or revoked by the Donor. However, if any such amendment changes the obligations or responsibilities of the Foundation herewith, then it must agree to the amendment(s). Provided further that no amendments can be made and this Agreement cannot be revoked if the Agreement has been funded in an amount greater than \$5,000.00 or if the Donor has died.

3. **INVESTMENT OF FUND.** The Foundation, through its Board of Directors or its designee, shall invest and reinvest the assets held in the Fund. The Foundation may commingle the assets held in the Fund with other assets held by the Foundation for investment purposes. The Foundation shall maintain detailed accounting records specifically identifying the portion of the investments of the Foundation which are properly allocable to the Fund and therefore subject to the provisions of this Agreement.

The Foundation shall have the right, power and authority to invest and reinvest the assets of the Fund in any form of investment that the Board of Directors of the Foundation, or its designee, determine, in its or their sole discretion, without restriction.

4. DISTRIBUTIONS. Each year, five (5%) of the shall be distributed to the Organization at such time as computations are made by the Foundation for each of its designated funds. Distributions may be made from principal or income or both. Provided, however, that in the event that the amount of principal held by the Foundation declines below the sum of \$50,000.00 then the annual distributions to the Organization shall increase to that sum equal to the greater of 10% of the accrued principal and interest or the sum of \$5,000.00. This increased level of percent of distributions shall continue for as long as the accrued principal and interest is less than \$50,000.00 and until the principal and interest is exhausted, at which point the Fund shall then be retired.

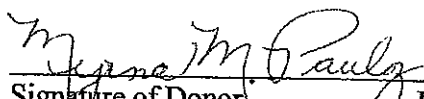
5. EXPENSES ALLOCATED TO THE FUND. The Foundation may establish a fee schedule and amend it from time to time to cover the costs of administering the Fund. Fees incurred for investment services are allocated to individual funds held by the Foundation on a proportionate basis.

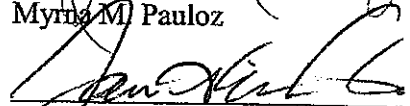
6. CONTRIBUTIONS TO THE FUND. Anyone may make additional contributions to the Fund. All such additional contributions shall be administered and distributed in accordance with the terms and conditions of this Agreement.

7. CONDITIONS AND RESTRICTIONS. All assets held in the Fund shall be subject to the Certificate of Incorporation and Bylaws of the Foundation, including the variance power contained therein which allows the Board of Directors of the Foundation to modify any restrictions or conditions on the distribution of assets for any specified charitable purpose or to specified organizations, if, in their sole judgment (without the approval of any trustee, custodian or agent), such restriction becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the area served by the Foundation or to maintain qualification as a designated component fund.

If a time comes when the named Organization ceases to exist, the Fund shall become a Field of Interest fund to support literacy and reading programs in the public schools of the City of New Britain.

IN WITNESS WHEREOF, the Foundation and the donor have caused this Agreement to be executed the day and year first written above.


Signature of Donor Date Aug 16, 2012
Myrna M. Pauloz


James G. Williamson, President Date 08-12-2012
Community Foundation of Greater New Britain, Inc.

The Myrna M. Pauloz Berlin Senior Center Fund
Designated Future Fund Agreement

Schedule A

The Myrna M. Pauloz Berlin Senior Center Fund, a designated future fund, will be established with an irrevocable gift of at least \$5,000 per organization named in The Myrna M. Pauloz Berlin Senior Center Fund, a designated future fund, from the Estate of Myrna M. Pauloz.

Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 11, 2023

SUBJECT: National Council on Aging (NCOA)Vaccine Uptake Initiative Grant

Summary of Agenda Item:

The Senior Center in collaboration with the senior centers in Newington, Wethersfield and Rocky Hill have committed to collaborating with each other and the Central CT Health District (CCHD) to engage in this proposed vaccine intake initiative. This funding opportunity main goal to increase the number of older adults and people with disabilities receiving COVID-19 and Influenza vaccinations in our community. A grant amount of \$50,000 was awarded.

Action Needed:

Move to authorize the Senior Center Director to accept with the three other Central CT Health District towns and the Central CT Health District to accept the NCOA Vaccine Uptake Initiative Grant funds of \$50,000.

Attachments:

None


Prepared by:

Christine Doyle, Berlin Senior Center Director



Consent
Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema Town Manager 

DATE: May 17, 2023

SUBJECT: Request for Fee Waiver – St. Paul School Drama Club

Summary of Agenda Item:

The St. Paul School Drama Club put on a production of the Wizard of Oz on May 6, 2023 at Berlin High School. The Club performs plays annually and all the proceeds from the event go back to the drama club for future shows. St. Paul School is a local Catholic school and many of the families that attend the school live in Berlin and in turn, support local businesses. A Berlin Police officer was needed to control traffic at Berlin High School for a cost of \$377.00. Over 200 people attended the performance.


Action Needed:

Move to approve the request of the St. Paul School Drama Club to waive all fees associated with having a Berlin Police Officer at Berlin High School to control traffic for those attending the performance of the Wizard of Oz. The total amount of the fee to be waived is approximately \$377.

Attachments:

Request for Fee Waiver Form

Prepared By:

Arosha Jayawickrema, Town Manager 



TOWN OF BERLIN
Request for Fee Waiver

Requesting Organization: St. Paul School	Date: 5/16/23
Contact Name: Amy Dempsey	
Phone Number: 860-828-4343	
Event: Drama club production of Wizard of Oz	Date of Event: 5/6/2023
Location of the Event: Berlin HS	
What fee do you want waived: Invoice for fees by officer at BHS for traffic control. \$377 ⁰⁰	
Identify the hardship incurred: St Paul School is a non-profit organization. Earnings from the production go back into Drama club for the next years production.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: Our families live in Berlin support local businesses + participate in town sports and activities.	

Town Manager review:

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

Yes



No



If so, which criteria:

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

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: St. Paul School, Kensington Ct

Comments:

St. Paul School is requesting the waiver of fees for Berlin police officer. We are non-profit and all income from production goes towards the next year. Costumes, materials for background and licence of production.

Amy Kempsey
Signature

5/16/23
Date

[Signature]
Town Manager Signature

5/17/23
Date

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

1. Fee Waiver Policy

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

Consent
Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: May 17, 2023

SUBJECT: Approval of Licenses for Haying/Farm Use of portion of property across from Berlin High School on Patterson Way

Summary of Agenda Item:

The Town of Berlin owns the field across from Berlin High School on Patterson way. The Public Grounds crew is responsible for the mowing and care of the field if it is not used for haying. In past years, a local farmer, Ryan Matson, of Savage Hill Road proposed that he be allowed to utilize the field as a hay field and keep it neat and maintained. He has done this and is willing to continue to maintain and hay this field. It is recommended that the Town Council authorize the Town Manager to enter into a farm use Agreement with Ryan Matson for the portion of the property that is appropriate for haying.

Action Needed:

Move to authorize the Town Manager to enter into a farm use License Agreement with Ryan Matson for the portion of the property across from Berlin High School on Patterson Way that is appropriate for farm use.

Attachments:

License Agreement

Prepared By:

Aroscha Jayawickrema, Town Manager

LICENSE AGREEMENT

This AGREEMENT (the "Agreement") made effective this ____ day of _____, 2023, by and between the **TOWN OF BERLIN**, a municipal corporation with a principle office located at 240 Kensington Road, Berlin, County of Hartford, State of Connecticut (hereinafter referred to as "The Town"), and Ryan Matson, with principle office located at 369 Savage Hill Road, Berlin, County of Hartford and State of Connecticut (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, the Town is the owner of certain real property located at Patterson Way and off Orchard Road (known as the Scheer Property) in Berlin, Connecticut (hereinafter referred to as the "Premises"); and

WHEREAS, the Licensee needs hay for farming purposes; and

WHEREAS, portions of the property on Patterson Way and off Orchard Road (as generally defined on Field Cards, Map ID: 15-2 and 9-4, Block 99 Lots 9 & 9A, and Map ID: 20-3, Block 71, and Lot 26, attached hereto as Exhibit A) are deemed suitable by the Licensee for haying; and

WHEREAS, although the Town is not currently using the Premises, future use may include recreational activities; and

WHEREAS, the Town would benefit from having the Premises mowed periodically.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree, as follows:

1. For One (\$1.00) Dollar and other valuable consideration, the Town agrees to allow the Licensee to periodically mow and bale hay on both Premises commencing immediately upon execution of the Agreement for the Patterson Way property and after August 1, 2023 for the property off Orchard Road, until December 31, 2023.
2. The Licensee shall have access to the Premises to mow and take unlimited quantities of hay during the license period. In exchange for the right to obtain hay from the Premises, the Licensee agrees to the following:
 - A. At all times during the term of this Agreement the Licensee, its employees or agents and all motor vehicles shall be covered by commercial general liability, commercial automobile and, where applicable, Workers' Compensation insurance. The general liability insurance shall be in a minimum amount of at least \$1,000,000.00 per occurrence. The Licensee shall cause the Town

to be named as an additional insured on the general liability policy, shall maintain all insurances in active standing during the term of this agreement and shall give certificates and proof of said insurance to the Town prior to the execution of this Agreement and shall maintain said policies of insurance in full force and effect during the entire term of this Agreement;

- B. The Licensee shall not use pesticides or herbicides in the conduct of its haying operation;
 - C. The Licensee shall wash its equipment prior to haying on the Premises so as to minimize the risk of pesticide and herbicide contamination and the spread of invasive plants;
 - D. The Licensee shall indemnify, defend and hold the Town harmless from and against any and all claims, actions, losses or damage arising out of the Licensee's mowing and haying operations. The Town makes no representations as to the quality or quantity of hay and the Licensee accepts all hay "as is" and without representation by the Town as to the suitability of such hay for any particular purpose;
 - E. The Licensee shall not cause any damage to the Premises or leave behind any litter or debris from its mowing/haying operations;
 - F. The Licensee recognizes that there may be recreational use of the Premises in the future and will conduct its activities in such a way as to minimize disruption to such use;
 - G. The Licensee shall provide the Town with reasonable amounts of hay, upon request, for its occasional use at Town sponsored functions or events;
3. Either party may terminate this Agreement upon thirty (30) days written notice without any further liability or obligations to the other party.

Dated this ____ day of _____, 2023.

TOWN OF BERLIN

By: _____
Arosha Jayawickrema, Town Manager

LICENSEE

By: _____
Ryan Matson

Consent

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 25, 2023

SUBJECT: Berlin Youth Football and Cheerleading approval to sell food and beverages

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 11, 2023 recommended approval for Berlin Youth Football and Cheerleading to sell food and beverages at their home football games at Scalise Football Field, Sage Park for the 2023 season.

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

ACTION NEEDED:

Move to approve Berlin Youth Football and Cheerleading to sell food and beverages at their home football games at Scalise Football Field, Sage Park for the 2023 season.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Parks Services

Consent
Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 25, 2023

SUBJECT: Berlin High School Class of 2024, approval to sell food and beverages during the 2023 – 2024 school year

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 11, 2023 recommended approval for the Berlin High School Class of 2024 to sell food and beverages at Berlin High School events during the 2023 – 2024 school year.

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

ACTION NEEDED:

Move to approve Berlin High School Class of 2024 to sell food and beverages at Berlin High School events during the 2023 – 2024 school year.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services

Consent
Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 25, 2023

SUBJECT: Permission to consume alcoholic beverages (BYOB -beer and wine) and charge a fee at Sage Park Pavilion for the Ektamandal-Patel family picnic

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 11, 2023 recommended permission for consumption of alcoholic beverages (BYOB -beer and wine) at Sage Park Pavilion for the Ektamandal - Patel family picnic for approximately 80 people of all ages on Sunday, July 2 with a rain date of Tuesday, July 4 from 10:00AM to 8:00PM. A buffet meal will be served with music and games for entertainment. (Games will not be played on the field unless a field reservation request is submitted and a permit granted). Tulip Insurance will be obtained. The Commission also approves the group to charge a fee of \$10 per person to go towards the cost of food.

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

ACTION NEEDED:

Move to approve permission for consumption of alcoholic beverages (BYOB - beer and wine) and to charge a fee at Sage Park Pavilion for the Ektamandal - Patel family picnic for approximately 80 people of all ages on Sunday, July 2 with a rain date of Tuesday July 4, 2023 from 10:00AM – 8:00PM. A buffet meal will be served with music and games for entertainment. Tulip Insurance will be obtained.

ATTACHMENTS:

Alcohol Request Form

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services



TOWN OF BERLIN
Community, Recreation and Park Services
DIVISION OF PARKS & RECREATION

PERMISSION FOR USE OF ALCOHOLIC BEVERAGES

ORGANIZATION: Ektamandal FACILITY REQUESTED: Sage Picnic Pavilion Area
CONTACT PERSON: Dinesh M. Patel DOB: 04/30/1965 PHONE: (860) 518-9056
STREET: 66 Deerfield Drive CITY: Berlin ZIP: 06037
RENTAL DATE: 7/2/23 with 7/4/23 rain date START TIME: 10AM FINISH TIME: 8PM
NATURE OF ACTIVITY: Family picnic
AGE GROUP: all ages TOTAL ATTENDANCE: approx. 80 MINORS: YES: ☒ NO: ☐
TYPE OF ALCOHOL: BEER: ☒ WINE: ☒ OTHER (EXPLAIN): _____
HOW DISPENSED: CASH BAR: _____ OPEN BAR: _____ BYOB: ☒
FOOD: YES: ☒ NO: ☐ HOW SERVED: SIT DOWN: ☒ BUFFET: ☒ OTHER: _____
ENTERTAINMENT: YES: ☒ NO: ☐ TYPE: music + games
WILL FEES BE ASSESSED TO THOSE ATTENDING: YES: ☒ NO: ☐ EXPLAIN: \$10/adult for food and supplies

SECURITY DEPOSIT: The use of alcoholic beverages in/around the premises is prohibited unless expressly authorized by proper permits. A Security Deposit is required.

DAMAGE FEES: Any cost resulting from damage to the premises occurring as a result of the lessee's use of the facility will be borne by the lessee.

INSURANCE (TULIP): Insurance is required by all groups requesting the use of alcoholic beverages.

I certify that the information given above is true and correct under the penalty of law. I understand that refusal to abide by the rules and privileges granted by the permit will lead to revocation, and that a refund of fees and security deposit will not be granted.

Date: 4/29/2023

Signature: Dinesh M. Patel

PERMISSION FOR CONSUMPTION OF ALCOHOLIC BEVERAGES:

	Approved	Denied
Chief of Police <u>Matthew J. Murphy, III</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town Manager <u>Mosha Payne</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community, Recreation and Park Services Rep. <u>[Signature]</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Parks and Recreation Commission	<input checked="" type="checkbox"/> 5/11/23 mtg.	<input type="checkbox"/>
Town Council	<input type="checkbox"/>	<input type="checkbox"/>

Reason for Denial: _____

State Liquor License required: Yes _____ No _____

Consent

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 22, 2023

SUBJECT: Budget Transfers

Summary of Agenda Item:

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

Action Needed:

Move to transfer \$662,113.56, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts.

Attachments:

Budget Adjustments spreadsheet
Budget Change forms

Prepared By:

Kevin Delaney, Finance Director

Budget Adjustments June 6, 2023

<u>Department</u>	<u>GL Account #</u>		<u>From</u>	<u>To</u>	<u>Explanation</u>
Police	001.15.1532.0.51400.00000	Overtime		\$235,000.00	Due to a prolonged staffing shortage in the Police Department, the Overtime account is significantly overbudget. Funding exists in the Police Personnel account to cover this shortage because of the vacancies.
	001.15.1532.0.51140.00000	Police Personnel	\$235,000.00		
Police	001.15.1532.0.52300.00000	Uniforms		\$15,000.00	As the Police Department works to close staffing, outfitting new officers costs about \$4,500/officer. The volume of new officers was higher than budgeted in FY23.
	001.15.1532.0.51140.00000	Police Personnel	\$15,000.00		
Police	001.15.1532.0.53916.00000	Professional Development		\$20,000.00	As the Police Department works to close staffing, new officers (except lateral hires) must attend the Police Academy and the Town is responsible for the cost. The volume of new officers was higher than budgeted in FY23.
	001.15.1532.0.51140.00000	Police Personnel	\$20,000.00		
Police	001.15.1532.0.51120.00000	Professional Personnel		\$17,000.00	The payout of unused vacation time for the former Deputy Chief and the overlapping period between the former and current Deputy Chief resulted in higher than budgeted expenses in the Professional Personnel account. Funding exists in the Police Personnel account due to several vacancies during FY23.
	001.15.1532.0.51140.00000	Police Personnel	\$17,000.00		
Police	001.15.1532.0.51440.00000	Extra Duty Police Personnel		\$200,000.00	
	001.05.0507.0.51900.00000	Wage Negotiations	\$135,000.00		Due to the volume of commercial development requiring a Police presence to control traffic, the Extra Duty Police Officer account is projected to be higher than budgeted. Funds are available in various Police Department accounts due to vacancies. Funds are available in wage negotiation due to turnover in unions with recently negotiated contracts.
	001.15.1532.0.52200.00000	Pension	\$30,000.00		
	001.15.1532.0.51140.00000	Police Personnel	\$20,000.00		
	001.15.1532.0.52100.00000	Social Security	\$15,000.00		

Golf	001.25.2543.0.53202.00000	Irrigation		\$14,113.56	A Budget Funds Transfer is requested due to a shortage in the Irrigation Account. The funds are needed to cover the unforeseen irrigation services, after the Irrigation Pump was started up for the season by DAF Services. It was found that a valve on the pump was blown and needed to be replaced. The Self-Cleaning Lake Screen Strainer needed replacement. Also, RainBird Parts were purchased through Northeast Nursery, Inc.(Sole Provider for RainBird Irrigation Parts).
	001.25.2543.0.52110.00000	Unemployment Compensation	\$7,500.00		
	001.25.2543.0.53102.00000	Electricity	\$3,000.00		
	001.25.2543.0.53501.00000	Pro Share of Cart Revenue	\$3,613.56		
Golf	001.25.2543.0.51160.00000	Starters, Rangers, Golf Carts		\$56,000.00	With the reorganization of the Golf Course, starters & rangers became Town employees. This change was not included in the FY23 budget, so a transfer from other staffing accounts is necessary. Funding is available in other accounts because of vacancies and the timing of the new Golf Director's start.
	001.25.2543.0.51510.00000	Part-Time & Summer Help	\$25,500.00		
	001.25.2543.0.51100.00000	Department Head	\$15,000.00		
	001.25.2543.0.51135.00000	Blue Collar	\$15,500.00		
Highway	001.20.2037.0.51400.00000	Overtime		\$25,000.00	The Highway Department oversees road jobs completed by contractors. This responsibility often requires working beyond normal hours and is in the best interest of the Town. Funds are available in the Health Insurance account due to a lower final rate increase than budgeted, and in the Storm-related overtime account due to the mild winter.
	001.20.2037.0.52235.00000	Health Insurance	\$10,000.00		
	001.20.2037.0.51445.00000	Storm-related Overtime	\$15,000.00		
Revenue Collector	001.05.0504.0.53924.00000	Tax Refunds		\$80,000.00	Tax refunds were higher than budgeted because of several motor vehicle refunds driven by a DMV error. The motor vehicles were registered by DMV to Berlin but should have been registered to Newington. The correction resulted in a total tax refund of more than \$190k.
	001.20.2037.0.51445.00000	Storm-related Overtime	\$30,000.00		
	001.05.0509.0.53814.00000	Contractual Services	\$40,000.00		
	001.35.3561.0.53102.00000	Electricity	\$10,000.00		

GENERAL FUND TOTAL

\$662,113.56 \$662,113.56

WATER CONTROL TOTAL

\$0.00 \$0.00

CAPITAL PROJECTS TOTAL

\$0.00 \$0.00

GRAND TOTAL

\$662,113.56 \$662,113.56



TOWN OF BERLIN

BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Police	Fiscal Year:	FY2023	Date:	5/14/23
To Acct #:	Description:	Amount:	Requested by:		
001.15.1532.0.51400.00000	Overtime	\$235,000.00	D. Gallupe		

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

From Acct #:	Description:	Amount:	Approved by:
001.15.1532.0.51140.00000	Police Personnel	\$235,000.00	<i>[Signature]</i>

Contingency Balance (If applicable):

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

Due to a prolonged staffing shortage in the Police Department, the Overtime account is significantly overbudget. Funding exists in the Police Personnel account to cover this shortage because of the vacancies.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:
			5/15/23

Comments:

Section 3a: Town Council action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
---	--------------------------------------	---	--	------------------------------

Comments:

Section 3b: Board of Finance action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
---	--------------------------------------	---	--	------------------------------

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:



TOWN OF BERLIN

BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Police	Fiscal Year:	FY2023	Date:	5/15/23
To Acct #:	Description:	Amount:	Requested by:		
001.15.1532.0.52300.00000	Uniforms	\$15,000.00	D. Gallupe		

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

From Acct #:	Description:	Amount:	Approved by:
001.15.1532.0.51140.00000	Police Personnel	\$15,000.00	<i>[Signature]</i>

Contingency Balance (If applicable):

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

As the Police Department works to close staffing, outfitting new officers costs about \$4,500/officer. The volume of new officers was higher than budgeted in FY23.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/15/23**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
-------------------	-----	--------------------------	----------------



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Police	Fiscal Year:	FY2023	Date:	5/14/23
To Acct #:	Description:	Amount:	Requested by:		
001.15.1532.0.53916.00000	Professional Development	\$20,000.00	D. Gallupe		

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

From Acct #:	Description:	Amount:	Approved by:
001.15.1532.0.51140.00000	Police Personnel	\$20,000.00	

Contingency Balance (If applicable):

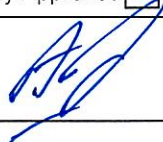
Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

As the Police Department works to close staffing, new officers (except lateral hires) must attend the Police Academy and the Town is responsible for the cost. The volume of new officers was higher than budgeted in FY23.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/15/23**

Comments:



Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
-------------------	-----	--------------------------	----------------




TOWN OF BERLIN

BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Police	Fiscal Year:	FY2023	Date:	5/18/23
To Acct #:	Description:	Amount:	Requested by:		
001.15.1532.0.51120.00000	Professional Personnel	\$17,000.00	D. Gallupe		

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

From Acct #:	Description:	Amount:	Approved by:
001.15.1532.0.51140.00000	Police Personnel	\$17,000.00	

Contingency Balance (If applicable):

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

The payout of unused vacation time for the former Deputy Chief and the overlapping period between the former and current Deputy Chief resulted in higher than budgeted expenses in the Professional Personnel account. Funding exists in the Police Personnel account due to several vacancies during FY23.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/18/23**

Comments:



Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
-------------------	-----	--------------------------	----------------



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Police	Fiscal Year:	FY2023	Date:	5/18/23
To Acct #:	Description:	Amount:	Requested by:		
001.15.1532.0.51440.00000	Extra Duty Police Officer	\$200,000.00	D. Gallupe		

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

From Acct #:	Description:	Amount:	Approved by:
001.05.0507.0.51900.00000	Wage Negotiation	\$135,000.00	
001.15.1532.0.51140.00000	Pension	\$30,000.00	
001.15.1532.0.52200.00000	Police Personnel	\$20,000.00	
001.15.1532.0.52100.00000	Social Security	\$15,000.00	

Contingency Balance (If applicable):

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

Due to the volume of commercial development requiring a Police presence to control traffic, the Extra Duty Police Officer account is projected to be higher than budgeted. Funds are available in various Police Department accounts due to vacancies. Funds are available in wage negotiation due to turnover in unions with recently negotiated contracts.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/18/23**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
-------------------	-----	--------------------------	----------------




TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: **43-Golf** Fiscal Year: **2022-23** Date: **5/17/23**

To Acct #: 001.25.2543.0.53202.00000	Description: Irrigation	Amount: \$14,113.56	Requested by: Sol Guerrero
--	-----------------------------------	-------------------------------	--------------------------------------

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

From Acct #: 001.25.2543.0.52110.00000 001.25.2543.0.53102.00000 001.25.2543.0.53501.00000	Description: Unemployment Compensation Electricity Pro share of cart rev.	Amount: \$7,500.00 \$3,000.00 \$3,613.56	Approved by: 
--	---	--	---

Contingency Balance (If applicable):


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

A Budget Funds Transfer is requested due to a shortage in the Irrigation Account. The funds are needed to cover the unforeseen irrigation services, after the Irrigation Pump was started up for the season by DAF Services. It was found that a valve on the pump was blown and needed to be replaced. The Self-Cleaning Lake Screen Strainer needed replacement. Also, RainBird Parts were purchased through Northeast Nursery, Inc. (Sole Provider for RainBird Irrigation Parts).

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/22/23**

Comments:



Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
-------------------	-----	--------------------------	----------------



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Golf Course	Fiscal Year:	FY2023	Date:	5/15/23
To Acct #:	Description:	Amount:	Requested by:		
001.25.2543.0.51160.00000	Starters, Rangers, Golf Carts	\$56,000.00	S. Guerrero		

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

From Acct #:	Description:	Amount:	Approved by:
001.25.2543.0.51510.00000	Part-Time & Summer Help	\$25,500.00	
001.25.2543.0.51100.00000	Department Head	\$15,000.00	
001.25.2543.0.51135.00000	Blue Collar	\$15,500.00	

Contingency Balance (If applicable):

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

With the reorganization of the Golf Course, starters & rangers became Town employees. This change was not included in the FY23 budget, so a transfer from other staffing accounts is necessary. Funding is available in other accounts because of vacancies and the timing of the new Golf Director's start.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/15/23**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
-------------------	-----	--------------------------	----------------



TOWN OF BERLIN

BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Highway	Fiscal Year:	FY2023	Date:	5/14/23
To Acct #:	Description:	Amount:	Requested by:		
001.20.2037.0.51400.00000	Overtime	\$25,000.00	S. Karp		

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

From Acct #:	Description:	Amount:	Approved by:
001.20.2037.0.52235.00000	Health Insurance	\$10,000.00	↓
001.20.2037.0.51445.00000	Storm-related Overtime	\$15,000.00	

Contingency Balance (If applicable):

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

The Highway Department oversees road jobs completed by contractors. This responsibility often requires working beyond normal hours and is in the best interest of the Town. Funds are available in the Health Insurance account due to a lower final rate increase than budgeted, and in the Storm-related overtime account due to the mild winter.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: 5/15/23

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
-------------------	-----	--------------------------	----------------




TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Revenue Collector	Fiscal Year:	FY2023	Date:	5/15/23
To Acct #:	Description:	Amount:	Requested by:		
001.05.0504.0.53924.00000	Tax Refunds	\$80,000.00	D. Swan		

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

From Acct #:	Description:	Amount:	Approved by:
001.20.2037.0.51445.00000	Storm-related overtime	\$30,000.00	
001.05.0509.0.53814.00000	Contractual Services	\$40,000.00	
001.35.3561.0.53102.00000	Electricity	\$10,000.00	

Contingency Balance (If applicable):

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

Tax refunds were higher than budgeted because of several motor vehicle refunds driven by a DMV error. The motor vehicles were registered by DMV to Berlin but should have been registered to Newington. The correction resulted in a total tax refund of more than \$190k.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/15/23**

Comments:



Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
-------------------	-----	--------------------------	----------------

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 26, 2023

SUBJECT: Accept Library Donations

SUMMARY:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	341.31	FOL Misc. Acct.	for library programs and supplies and the renewal of 2 annual museum passes	Friends of the Library
	376.32	FOL Credit Card Acct.	for library program supplies	Friends of the Library
	717.63			
Equip/Merch	50.00	(50) \$1 Pralines ice cream coupons	for summer reading prize	Pralines
	84.93	Books	add to appropriate department collection	Various patrons
	50.00	(2) hand woven scarves	for summer reading prizes	Grace Rossi
	184.93			

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

ACTION NEEDED:

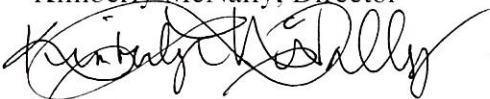
Move to accept monetary donations totaling \$717.63 and deposit \$341.31 into the friends of the library miscellaneous account for the purchase of library programs, program supplies and two museum pass renewals, and deposit \$376.32 into the friends of the library credit card account for library program supplies and move to accept (50) \$1 Pralines ice cream coupons with a value of \$50.00 and (2) hand woven scarves with an estimated value of \$50.00 to be used as summer reading prizes and move to accept books with an estimated value of \$84.93 to be added to the appropriate department collections.

ATTACHMENTS:

None

PREPARED BY:

Kimberly McNally, Director



Consent

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 18, 2023

SUBJECT: Juvenile Review Board Grant

Summary of Agenda Item:

Berlin Youth and Social Services would like to apply for the Juvenile Review Board Grant administered by the Connecticut Department of Children and Families and the Connecticut Youth Services Association for fiscal 2023-24 in the amount of \$4,000. The grant supports providing case management services to JRB clients.

Funds will be deposited in the Social Services Grants revenue account 100.30.3054.2.44006.00000, and appropriated to the Part Time Help 100.30.3054.0.51510.00000, Worker's Comp. 100.30.3054.0.52010.00000, and Social Security 100.30.3054.0.52100.00000 expense accounts to be used according to the terms of the grant.

Action Needed:

Move to authorize the Town Manager to apply for the \$4,000 Juvenile Review Board Grant on behalf of the Town and accept the non-budgeted appropriation of the State of Connecticut Youth Services Bureau Grant in the amount of \$3,421.00 for deposit in the Child and Youth Services revenue account and appropriate those funds to the Youth Grant expenditure account, subject to approval by the Board of Finance.

Attachments:

None

Prepared By:

Jaymee Miller, Director of Social & Youth Services

Public Hearing

- 1. Call to Order -- Mark Kaczynski, Mayor (time)**
- 2. Purpose of Public Hearing**
- 3. Public Comments**
- 4. Town Council Comments**
- 5. Close Public Hearing at (time)**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town of Berlin will conduct a public hearing on Tuesday, June 6, 2023 at 7:00 p.m. to discuss the 2023 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and to solicit citizen input. The meeting can also be accessed via Zoom. Please refer to the Town of Berlin Website at www.berlinct.gov for more information regarding the meeting link.

The Connecticut Neighborhood Assistance Act Tax Credit Program provides a tax credit to business firms that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. The community programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS). A tax credit equal to 100% of the cash invested is available to business firms that invest in energy conservation projects. Tax exempt entities desiring to obtain benefits under the NAA must complete an application and submit it to the municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes their portion of the application and submits it to DRS on or before July 1 of each year. Prior to submitting the application to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs.

This year, there were two proposals submitted from the Prudence Crandall Center, one from the Kensington Congregational Church and one from the Friends of the Worthington Meeting House, Inc. The Prudence Crandall Center provides a comprehensive array of services to victims of domestic violence to Berlin residents, schools, and community groups. Kensington Congregational Church's Historic 1774 Meetinghouse serves over 500 members through community outreach programs and activities and the Worthington Meeting House primarily serves the Town of Berlin and the Central Connecticut area. It will be an attraction for the town and will provide meeting room and event space to be shared by the Berlin Historical Society and other community organizations. All three groups wish to submit proposals for the 2023 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

The public hearing will also give citizens an opportunity to make their comments known on the proposed project. If you are unable to participate in the public hearing, you may direct written comments to Aroscha Jayawickrema, Town Manager, 240 Kensington Road, Berlin, CT 06037, or you may telephone 860-828-7003. Additional information may be obtained at the above address between the hours of 8:30 a.m. to 4:30 p.m. Monday through Wednesday, 8:30 a.m. to 7:00 p.m. Thursday and 8:30 a.m. to 1:00 p.m. Friday.

All are encouraged to participate. The hearing is accessible to the handicapped. Any disabled persons requiring special assistance or non-English speaking persons should contact Jen Ochoa, ADA Coordinator, at 860-828-7010 at least five days prior to the hearing.

The Town of Berlin promotes fair housing and makes all programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Equal Opportunity/Affirmative Action

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 30, 2023

SUBJECT: Review and Discuss Police Department Draft Pension Plan Document

SUMMARY:

- The Town Manager entered into an agreement with Reid and Riege, P.C. to complete the pension plan document for the police pension plan.
- The final draft version has been provided and reviewed by the Town Manager, Director of Finance and Police Union.

ACTION NEEDED:

Discussion on the final drafted pension plan document.

ATTACHMENTS:

Final Drafted Police Pension Plan document

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)



DRAFT
5/25/2023

TOWN OF BERLIN
POLICE BENEFIT FUND

Effective as of July 1, 2023

TOWN OF BERLIN POLICE BENEFIT FUND

INTRODUCTION

The Town of Berlin, a municipality in the State of Connecticut, has adopted this Town of Berlin Police Benefit Fund (the “Plan”) to be effective as of July 1, 2023, except as otherwise indicated. The Plan is intended to be a governmental plan as defined in Section 414(d) of the Internal Revenue Code of 1986, as amended (the “Code”). The Plan is also intended to be “qualified” under Code Section 401(a). The Plan is intended to formally incorporate the recently negotiated pension provisions between the Town of Berlin and the Fraternal Order of Police Lodge 56, Berlin Police Union.

The purpose of the Plan is to provide retirement income and other benefits to police officers of the Town of Berlin. The Town of Berlin also maintains the Town of Berlin Retirement Income (Defined Benefit) Plan (the “Berlin Defined Benefit Plan”) and the Town of Berlin Retirement (Defined Contribution) Plan (the “Berlin Defined Contribution Plan”). The Berlin Defined Benefit Plan was frozen with respect to participation by Town of Berlin police officers hired on or after July 1, 2000. As a result, all police officers hired by the Town of Berlin on or after July 1, 2000 became eligible to participate in the Berlin Defined Contribution Plan.

Pursuant to the terms of the Plan, all Town of Berlin police officers participating in the Berlin Defined Contribution Plan, who remain employed by the Town of Berlin as of July 1, 2023, will be given a one-time option during a 60 day window period beginning on July 1, 2023, to either (i) cease active participation in the Berlin Defined Contribution Plan, and to become a participant in the Plan; or (ii) remain a participant in the Berlin Defined Contribution Plan. Any police officer that elects to become a participant in the Plan during the window period will be required to contribute a calculated “buy-in” amount to the Plan. The “buy-in” amount will be calculated by the Town of Berlin and funded by the individual’s Berlin Defined Contribution Plan account, which will be transferred to the Plan. If an individual’s Berlin Defined Contribution Plan account is less than the calculated “buy-in” amount, the Town of Berlin shall fund the difference to the Plan. If an individual’s Berlin Defined Contribution Plan account exceeds the calculated “buy-in” amount, the excess will remain in the Berlin Defined Contribution Plan account of the respective individual. All police officers hired by the Town of Berlin on or after July 1, 2023 will not be eligible to participate in the Berlin Defined Contribution Plan and will be eligible to only participate in this Plan. Any Town of Berlin police officers participating in the Berlin Defined Benefit Plan shall not be eligible to participate in this Plan.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	Definitions
ARTICLE II	Participation
ARTICLE III	Contributions
ARTICLE IV	Normal Retirement Benefits
ARTICLE V	Early Retirement Benefits
ARTICLE VI	Disability Retirement
ARTICLE VII	Postponed Retirement Benefits
ARTICLE VIII	Vested Deferred Benefits; Return of Participant Contributions
ARTICLE IX	Payment of Benefits
ARTICLE X	Death Benefits
ARTICLE XI	Limitations on Benefits
ARTICLE XII	Applications for Benefits and Other Distribution Procedures
ARTICLE XIII	Rollovers
ARTICLE XIV	Rights of Participant
ARTICLE XV	Plan Administrator
ARTICLE XVI	Trust Fund
ARTICLE XVII	Plan for Exclusive Benefit of Participants
ARTICLE XVIII	Miscellaneous Provisions
ARTICLE XIX	Amendment and Termination
APPENDIX A	

ARTICLE I

Definitions

Section 1.1 The following words and phrases, where used in the Plan, shall have the following meanings, unless a different meaning is clearly required by the context:

“Accrued Benefit” means the annual benefit which a Participant would be entitled to receive at Normal Retirement Date under Section 4.2, which is payable in the normal form of benefit set forth in Section 4.3, and which is calculated based on the Participant's Average Earnings and Years of Credited Service as of the date when the determination is being made.

“Accumulated Contributions” means a Participant's aggregate Participant Contributions, as adjusted for interest. Interest shall be determined at the rate of the Plan's per annum rate of return, compounded annually as of the last day of each Plan Year, and shall be calculated from the last day of the pay period with respect to which the Participant Contributions were made. Accumulated Contributions shall also include employee contributions transferred from the Berlin Defined Contribution Plan.

“Actuarial Equivalent” shall mean a benefit that has the same value as the annual benefit which a Participant would be entitled to receive at Normal Retirement Date under Section 4.2 and which is payable in the normal form of benefit set forth in Section 4.3, when calculated using the actuarial assumptions set forth in Appendix A hereto.

“Annuity Starting Date” means the first day of the first period for which an amount is payable as an annuity, or, in the case of a benefit not payable as an annuity, the date on which all events have occurred that entitle the recipient to receive such benefit.

“Application for Benefits” means the form provided by the Plan Administrator which shall be completed by an individual in order to receive benefits hereunder.

“Average Earnings” shall mean the average of a Participant's Compensation during any three consecutive Plan Years preceding the determination date that produce the highest average; provided, however, if a Participant is employed for a period of less than three Plan Years, the Participant's Compensation shall be averaged over the entire period of his or her employment.

“Beneficiary” means any individual, trust, estate or other recipient entitled to receive death benefits hereunder, on either a primary or a contingent basis.

If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the Participant's Beneficiary shall be his or her Surviving Spouse or, if the Participant has no Surviving Spouse, his or her estate.

“Berlin Defined Benefit Plan” shall mean the Town of Berlin Retirement Income (Defined Benefit) Plan.

“Berlin Defined Contribution Plan” shall mean the Town of Berlin Retirement (Defined Contribution) Plan.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Compensation” for purposes of the Plan shall mean the following:

(a) A Participant’s base salary, including holiday pay, but excluding any overtime pay, bonuses and other forms of additional compensation.

(b) The Compensation of a Participant taken into account under the Plan shall not exceed the dollar limitation under Section 401(a)(17) of the Code, as adjusted for cost of living increases. The dollar limitation for the calendar year beginning January 1, 2023 is \$330,000. Any adjustments in the dollar limitation that are applicable for a calendar year shall apply to Plan Years beginning with or within the calendar year. In the case of a Plan Year of less than twelve (12) months, the dollar limitation shall be the amount determined by multiplying the dollar limitation described above by a fraction, the numerator of which is the number of months in the Plan Year and the denominator of which is twelve (12). In the case of a Participant who commences or ceases participation in the Plan on a date other than the first or last day of the Plan Year, no adjustment shall be made to the applicable dollar limitation.

“Disabled Participant” means a Participant who, while an Employee, becomes Totally and Permanently Disabled during the performance of his or her duties as a police officer of the Town. A Participant will be determined to be Totally and Permanently Disabled through examinations by two physicians, one selected by the Participant, and one selected by the Town. If the two physicians cannot concur on the determination of a Participant’s disability, the Plan Administrator shall appoint a third physician, whose determination with respect to a Participant’s disability shall be final and binding.

“Early Retirement Date” shall mean the first day of the month coinciding with or next following the date on which a Participant reaches age forty-five (45) and completes ten (10) Years of Credited Service.

“Employee” shall mean (i) any sworn full-time police officer of the Town of Berlin Police Department who is a member of the Fraternal Order of Police Lodge 56, Berlin Police Union, or any predecessor or successor union thereto of which police officers of the Town of Berlin are members (“Union”); (ii) any police-officer Participant who is promoted to a non-Union rank (e.g., Chief or Deputy Chief) within the Town of Berlin Police Department; and (iii) any police-officer Participant who was initially employed as a dispatcher of the Town of Berlin Police Department.

“Normal Retirement Date” shall mean the first day of the month coinciding with or next following the earlier of: (a) the date on which the Participant has reached age fifty-five (55) and has completed ten (10) Years of Credited Service; or (b) the date on which the Participant has completed twenty-five (25) Years of Credited Service.

“Participant” shall mean any Employee who is eligible to participate in this Plan as provided in Article II, but unless specifically provided otherwise, shall not include a Retired Participant, a Terminated Participant or a Disabled Participant.

“Participant Contributions” shall mean contributions made by an Employee while a Participant in the Plan, deducted from a Participant’s Compensation and contributed to the Plan pursuant to Section 3.1.

“Plan” shall mean the Town of Berlin Police Benefit Fund, including any amendments thereto.

“Plan Administrator” shall mean the committee appointed by the Town Manager of the Town of Berlin, which shall include at least one Union representative, to manage or administer the Plan.

“Plan Year” shall mean the twelve-month period beginning July 1 and ending on the following June 30.

“Retired Participant” means a Participant who incurs a severance from employment with the Town on or after Normal Retirement Date or Early Retirement Date.

“Spouse” shall mean a person who is legally married to a Participant on the date on which his or her retirement date commences.

Notwithstanding anything else herein to the contrary, effective as of June 26, 2013, the terms “marriage,” “Spouse,” “husband,” “wife,” and “husband and wife” (including all variations thereof), when applicable under the Plan, shall apply equally to both a Participant who is validly married to an individual of the opposite sex and to a Participant who is validly married to an individual of the same sex. A Participant is “validly married” for purposes of the Plan if he or she is validly married pursuant to the laws of any state or similar jurisdiction, regardless of the Participant’s state of domicile. A Participant is not validly married, nor do the terms “marriage” “Spouse,” “husband,” “wife,” or “husband and wife” apply to a Participant, to the extent he or she has entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not otherwise treated as a marriage under the laws of such state.

"Surviving Spouse" shall mean that Spouse to whom the Participant was legally married at the time his or her benefits commenced, or, at the time of the Participant's death, if earlier.

"Terminated Participant" means a Participant whose status as an Employee is terminated for reasons other than death, disability or retirement.

"Totally and Permanently Disabled" means having a physical or mental condition resulting from bodily injury, disease, or mental disorder which wholly and permanently renders the Participant incapable of continuing the usual and customary employment with the Town as a police officer.

"Town" shall mean the Town of Berlin in the County of Hartford, State of Connecticut.

"Town Manager" shall mean the Town Manager of the Town of Berlin.

"Transferred Employer Contributions Account" shall mean employer contributions transferred from the Berlin Defined Contribution Plan, as adjusted for interest. Interest shall be determined at the rate of the Plan's per annum rate of return, compounded annually as of the last day of each Plan Year. This account shall remain subject to the applicable vesting provisions of the Berlin Defined Contribution Plan.

"Trustee" shall mean such individual or corporate fiduciary as may be duly appointed by the Town Council of the Town of Berlin to hold the assets of the Trust Fund.

"Trust Fund" shall mean the fund held by the Trustee for the purpose of providing benefits pursuant to this Plan.

"Year of Credited Service" shall mean a period of twelve (12) calendar months of employment with the Town by the Participant. Years of Credited Service shall mean the period of time (computed in terms of each whole year of service and fractions thereof, based on completed months of service) which elapses between an Employee's date of employment or reemployment and his or her termination of employment, or actual retirement, whichever is applicable. Notwithstanding the above, an Employee shall not be credited with any Years of Credited Service for any period of employment with the Town during which the Employee does not make Participant Contributions to the Plan with respect to Compensation attributable to such period of employment, except for: if an Employee becomes a Participant in accordance with Section 2.1(b), he or she will also be credited with service for the period dating back to his or her original hire date as an Employee of the Town. The maximum amount of Years of Credited Service that can be earned under the Plan shall be thirty (30). Unpaid time (such as unpaid leave or an unpaid suspension) while still employed as an Employee shall not be considered a break in the service of a Participant. However, such unpaid time will not be counted towards a Participant's years of Credited Service. An approved leave of absence, not in excess of two (2)

years, shall not constitute a break in service, but the period of said absence shall not be included as credited service (except to the extent required by Code Section 414(u)).

An Employee who is hired as a “lateral hire” from another police department and is not vested in his or her benefit under the retirement plan offered by such police department shall be provided the opportunity to purchase up to five (5) Years of Credited Service based on the number of his or her years of service with such police department. Such purchase shall be at the expense of the lateral hire. The Plan Administrator shall adopt a lateral hire purchase of credited service policy setting forth the procedures for such purchase. Such policy shall be provided to a lateral hire when he or she commences participation in the Plan and upon such Participant’s request.

“*Year of Participation*” shall mean a period of twelve (12) calendar months that an Employee is a Participant in the Plan. If an Employee becomes a Participant in accordance with Section 2.1(b), the calculation of his or her Years of Participation shall commence as of July 1, 2023.

The masculine pronoun whenever used herein shall include the feminine pronoun, and the singular form of any word shall include the plural, whenever necessary for the proper interpretation of this Plan.

ARTICLE II

Participation

Section 2.1 Employee Eligibility.

(a) Every Employee hired on or after July 1, 2023 shall become a Participant in the Plan effective on his or her date of employment.

(b) Any Employee who is first hired or rehired prior to July 1, 2023, and who is actively employed on July 1, 2023, will be given a one-time option during a 60 day window period beginning on July 1, 2023, to either (i) cease active participation in the Berlin Defined Contribution Plan, and to become a Participant in the Plan; or (ii) remain an active participant in the Berlin Defined Contribution Plan. Any Employee that elects to become a Participant in the Plan during the window period will be required to contribute a calculated “buy-in” amount to the Plan. The “buy-in” amount will be calculated by the Town of Berlin and funded by the Employee’s Berlin Defined Contribution Plan account, which will be transferred to the Plan. If an Employee’s Berlin Defined Contribution Plan account is less than the calculated “buy-in” amount, the Town of Berlin shall fund the difference to the Plan. If an Employee’s Berlin Defined Contribution Plan account exceeds the calculated “buy-in” amount, the excess will remain in the Berlin Defined Contribution Plan account of the respective Employee. An Employee who elects to cease active participation in the Berlin Defined Contribution Plan, and to become a Participant in the Plan shall become a Participant effective as of August 30, 2023.

However, such Participant's Years of Participation shall be determined as if such Participant had commenced participation on July 1, 2023.

(c) Any Town of Berlin police officers participating in the Berlin Defined Benefit Plan shall not be eligible to participate in this Plan.

Section 2.2 Cessation of Participation. (a) If a Participant ceases to be an Employee or otherwise ceases to be eligible to participate in the Plan for any reason, then he or she shall cease to be a Participant immediately on the date on which he or she ceases to be an Employee or ceases to be eligible to participate in the Plan.

(b) If a Participant ceases to be an Employee or otherwise ceases to be eligible to participate in the Plan for any reason and subsequently becomes an Employee who is eligible to participate in the Plan, then he or she shall again become a Participant as of the date on which he or she again becomes an Employee who is eligible to participate in the Plan.

Notwithstanding the above, if an Employee hired or rehired prior to July 1, 2023 who does not elect during the sixty (60) day window period, described in Section 2.1(b), to cease active participation in the Berlin Defined Contribution Plan and become a Participant in the Plan, ceases to be an Employee and is rehired after the expiration of the sixty (60) day window period, he or she shall not become a Participant in the Plan.

ARTICLE III

Contributions

Section 3.1 Each Participant shall contribute to the Plan, by means of payroll deduction, an amount equal to eight percent (8%) of his or her Compensation. In the event that a Participant's Compensation is increased, his or her contribution to the Plan shall be increased in a corresponding manner at the same time. A Participant shall be 100% vested in his or her Participant Contributions at all times.

Effective as of the date on which the last governmental action needed to adopt this Plan has occurred, the Town will "pick-up" all Participant Contributions, as permitted by Section 414(h)(2) of the Code. Such Participant Contributions will be treated as employer contributions for Federal income tax purposes and will not be included in the current income of Participants. The Town will pay the contributions otherwise required to be made by each Participant in lieu of having the contributions paid by such Participant, and the Participants do not have the option of receiving the contributed amounts directly in cash instead of having them paid to the Plan by the Town. Participant Contributions shall not commence until the last governmental action to adopt this Plan has occurred.

Notwithstanding the above, a Participant is not required to make any contributions to the Plan after completing thirty (30) Years of Credited Service.

Section 3.2 (a) The Town shall contribute to the Trust Fund such additional amounts as may be required in order to provide the retirement benefits and other benefits set forth in this Plan.

(b) The Town will make an annual contribution to the Plan based on the amount of contributions deemed necessary to adequately fund the Plan benefits by the qualified actuary selected by the Town.

Section 3.3 The Town shall deposit into the Trust Fund the amount of the Participant Contributions described in Section 3.1 and the Town contributions described in Section 3.2.

Section 3.4 Forfeitures under the Plan, if any, will be applied to reduce the Town's contributions hereunder, and shall not be applied to increase the benefits any Participant would otherwise receive under the Plan.

Section 3.5 For all Employees that become Participants in accordance with Section 2.1(b), his or her respective account under the Berlin Defined Contribution Plan (not to exceed the calculated "buy-in" amount) shall be transferred to the Plan and become a part of his or her Accumulated Contributions and Transferred Employer Contributions Account, if applicable, and used to fund his or her benefit under the Plan, subject to the provisions of Article VIII.

ARTICLE IV

Normal Retirement Benefits

Section 4.1 Every Participant who does not incur a severance from employment prior to his or her Normal Retirement Date and who retires on his or her Normal Retirement Date shall receive a normal retirement benefit.

The Accrued Benefit of a Participant who is an Employee upon attainment of his or her Normal Retirement Date shall be 100% vested.

Notwithstanding anything in this Article IV to the contrary, an Employee who becomes a Participant in accordance with Section 2.1(b) must have five (5) Years of Participation in the Plan to be eligible to receive a normal retirement benefit, unless a Participant reaches age sixty-five (65), prior to completing five (5) Years of Participation.

Section 4.2 (a) Subject to the limits in Article XI, upon attaining Normal Retirement Date, a Participant shall become entitled to receive an annual retirement benefit, payable in the form of a single life annuity described in Section 4.3, equal to:

- (i) two percent (2%) of the Participant's Average Earnings, *multiplied by the Participant's Years of Credited Service up to twenty (20) years; plus, if applicable;*
- (ii) two and one-half percent (2.5%) of the Participant's Average Earnings, *multiplied by each Year of Credited Service earned by the Participant in excess of twenty (20), but equal to or less than (30) Years of Credited Service.*

Section 4.3 Except as otherwise provided in Article IX, a Participant's normal retirement benefit shall be paid in equal monthly payments in the form of an annuity for the life of the Participant in the amount determined under Section 4.2, shall commence as soon as practicable following the Participant's Normal Retirement Date, and shall continue until the Participant's death with no monthly payments being made after his or her death; *provided, however, if the total benefit payments received by the Participant do not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant shall be paid to the Participant's Beneficiary.*

ARTICLE V

Early Retirement Benefits

Section 5.1 A Participant who has reached his or her Early Retirement Date may elect to retire prior to his or her Normal Retirement Date and receive an early retirement benefit. A Participant who wishes to receive an early retirement benefit must file an Application for Benefits with the Plan Administrator in accordance with the provisions of Article XII.

Notwithstanding anything in this Article V to the contrary, an Employee who becomes a Participant in accordance with Section 2.1(b) must have five (5) Years of Participation in the Plan to be eligible to receive an early retirement benefit.

Section 5.2 A Participant who elects to receive an early retirement benefit in accordance with Section 5.1 may elect to receive either:

(a) A retirement benefit which commences on his or her Normal Retirement Date and which is equal to the Participant's Accrued Benefit; or

(b) A retirement benefit which commences on the first day of any month coincident with or next following his or her Early Retirement Date, subsequent to the Plan Administrator's receipt of an Application for Benefits, and prior to his or her Normal Retirement Date, and which is equal to the Actuarial Equivalent of the Participant's Accrued Benefit.

Section 5.3 Except as otherwise provided in Article IX, a Participant's early retirement benefit shall be paid in equal monthly payments in the form of an annuity for the life of the Participant in the amount determined under Section 5.2, shall commence as soon as practicable following the Plan Administrator's receipt of the Application for Benefits required by Section 5.1, and shall continue until the Participant's death, with no monthly payments being made after his or her death; *provided, however*, if the total benefit payments received by the Participant do not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant shall be paid to the Participant's Beneficiary.

ARTICLE VI

Disability Retirement Benefits

Section 6.1 (a) A Participant who becomes a Disabled Participant prior to his or her Normal Retirement Date while he or she is an Employee, shall be eligible to receive a disability retirement benefit.

(b) A Disabled Participant who wishes to receive a disability retirement benefit must file an Application for Benefits with the Plan Administrator in accordance with the provisions of Article XII. The disability retirement benefit shall commence as soon as practicable following the Plan Administrator's receipt of the Application for Benefits, and shall be paid in monthly installments equal to 1/12 of 60% of the Disabled Participant's Average Earnings as of the date of his or her disability, reduced by any periodic cash payments received by the Disabled Participant on account of his or her disability (such as payments under group insurance coverage, payments provided under the Social Security Act, and payments under any state, federal or worker's compensation law).

Section 6.2 A Disabled Participant shall continue to accrue Years of Credited Service during the period in which he or she is a Disabled Participant.

Section 6.3 (a) If a Disabled Participant receives disability retirement benefits up to the first of the month immediately preceding his or her Normal Retirement Date, he or she shall be eligible to receive a normal retirement benefit determined in accordance with Article IV. Such Disabled Participant's normal retirement benefit shall be determined under Section 4.2 as if (i) his or her service continued uninterrupted throughout the period of disability, and such disability period shall be treated as Years of Credited Service; and (ii) his or her Average Earnings had remained constant until his or her Normal Retirement Date.

(b) If a Disabled Participant receiving disability retirement benefits ceases to be a Disabled Participant prior to his or her Normal Retirement Date, and promptly returns to service as an Employee of the Town, then upon a subsequent cessation of service (by reason other than death) the Participant's status with respect to the ability to receive a benefit under Section 4.2, shall be determined as if the Participant's service continued uninterrupted throughout the period of disability, and such disability period shall be treated as Years of Credited Service.

(c) If a Disabled Participant receiving disability retirement benefits ceases to be a Disabled Participant prior to his or her Normal Retirement Date, and does not promptly return to service as an Employee of the Town, the Participant's status with respect to the ability to receive a benefit under Section 4.2, shall be determined as if the Participant's service continued uninterrupted throughout the period of disability, and such Participant's service ceased as of the end of such period of disability.

Section 6.4 At reasonable times prior to a Participant's Normal Retirement Date, the Town shall have the right to verify the continued status of the Participant as a Disabled

Participant and to verify the Participant's entitlement to the benefits described in this Article VI. Should the Participant refuse to submit proof that the Participant continues to be eligible for disability retirement benefits, the Participant shall automatically be deemed to no longer be a Disabled Participant.

ARTICLE VII

Postponed Retirement Benefits

Section 7.1 If a Participant continues in the service of the Town after attaining Normal Retirement Date, payment of retirement benefits shall not commence until on or after the date on which the Participant incurs a severance from employment.

Notwithstanding anything in this Article VII to the contrary, an Employee who becomes a Participant in accordance with Section 2.1(b) must have five (5) Years of Participation in the Plan to be eligible to receive a postponed retirement benefit, unless a Participant reaches age sixty-five (65), prior to completing five (5) Years of Participation.

Section 7.2 The amount of a Participant's postponed retirement benefit shall equal the retirement benefit determined under Section 4.2 as of the date he or she incurs a severance from employment, based on his or her Average Earnings and total Years of Credited Service as of such date, recognizing Compensation and Years of Credited Service earned subsequent to his or her Normal Retirement Date, *provided however*, under no circumstances shall a Participant's Years of Credited Service, used to calculate a Participant's postponed retirement benefit, exceed thirty (30) years.

Section 7.3 Except as otherwise provided in Article IX, a Participant's postponed retirement benefit: (i) shall be paid in equal monthly payments in the form of an annuity for the life of the Participant in the amount determined under Section 7.2; (ii) shall commence on the first day of any month subsequent to his or her severance from employment and subsequent to the Plan Administrator's receipt of an Application for Benefits; and (iii) shall continue until the Participant's death, with no monthly payments being made after his or her death; *provided, however*, if the total benefit payments received by the Participant do not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant shall be paid to the Participant's Beneficiary.

Section 7.4 Payment of benefits hereunder shall commence no later than the April 1 next following the later of the calendar year in which the individual attains age seventy and one-half (70-1/2) if born before July 1, 1949, or age seventy-two (72) if born after June 30, 1949 but before January 1, 1951, or age seventy-three (73) if born after December 31, 1950 but before January 1, 1960, or age seventy-five (75) if born after December 31, 1959, or April 1 of the year following the calendar year in which the Participant retires from the Town.

ARTICLE VIII

Vested Deferred Benefits; Return of Participant Contributions

Section 8.1 The eligibility of a Terminated Participant to receive a distribution of benefits upon severance from employment with the Town before Normal Retirement Date or Early Retirement Date shall be determined under this Article VIII.

Section 8.2 The vested deferred benefit of a Participant who becomes a Terminated Participant prior to his or her Normal Retirement Date or Early Retirement Date shall equal the following percentage of the Participant's Accrued Benefit:

Less than 10 Years of Credited Service	0%
10 or more Years of Credited Service	100 %

In addition, an Employee who becomes a Participant in accordance with Section 2.1(b) shall only be eligible for a vested deferred benefit if he or she has five (5) Years of Participation in the Plan, unless such Participant reaches age sixty-five (65) prior to completing five (5) Years of Participation.

Section 8.3 (a) A Terminated Participant who is eligible to receive a vested deferred benefit in accordance with Section 8.2 may elect to receive one of the following by filing an Application for Benefits in accordance with Article XII:

(i) The Participant may elect to receive a vested deferred benefit which commences on his or her Normal Retirement Date and which is equal to the Participant's vested Accrued Benefit under Section 8.2. Except as otherwise provided in Article IX, a Terminated Participant's vested deferred benefit shall be paid in equal monthly payments in the form of an annuity for the life of the Participant in the amount determined under Section 8.2, shall commence on the Participant's Annuity Starting Date, and shall continue until the Participant's death, with no monthly payments being made after his or her death; *provided, however*, if the total benefit payments received by the Participant do not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant shall be paid to the Participant's Beneficiary.

(ii) The Participant may elect to receive a lump sum distribution equal to his or her Accumulated Contributions and vested Transferred Employer Contributions Account, if any. Such lump sum distribution shall be paid to the Terminated Participant as soon as practicable following the date on which he or she elects to receive such distribution. If a Terminated Participant receives a lump sum distribution pursuant to this subsection (a)(ii), the Terminated Participant shall not be entitled to receive any additional benefits from the Plan.

(b) If a Terminated Participant who is eligible to receive a vested deferred benefit in accordance with Section 8.2 has not elected to receive a vested deferred benefit or a lump sum distribution pursuant to subsection (a), the Participant shall receive a vested deferred benefit pursuant to subsection (a)(i). The vested deferred benefit shall commence on his or her Normal Retirement Date.

Section 8.4 A Terminated Participant who is not eligible to receive a vested deferred benefit in accordance with Section 8.2 may elect to receive a lump sum distribution equal to his or her Accumulated Contributions and vested Transferred Employer Contributions Account, if any. Such lump sum distribution shall be paid to the Terminated Participant as soon as practicable following the earlier of: (i) the date on which he or she elects to receive such distribution; or (ii) the ninetieth (90th) day after such Participant's termination of employment. If a Terminated Participant receives a lump sum distribution pursuant to this Section 8.4, the Terminated Participant shall not be entitled to receive any additional benefits from the Plan.

Section 8.5 If a Participant receives a distribution of his or her Accumulated Contributions and vested Transferred Employer Contributions Account, if any, pursuant to Section 8.3(a)(ii) or Section 8.4, the remainder of the Participant's Accrued Benefit shall be forfeited.

ARTICLE IX

Payment of Benefits

Section 9.1 (a) In lieu of receiving his or her normal retirement benefit, early retirement benefit, postponed retirement benefit or vested deferred benefit in the form of a single life annuity (as described in Section 4.3, Section 5.3, Section 7.3 and Section 8.3(a)(i)), a Participant or a Terminated Participant may elect to have the Actuarial Equivalent of such benefit paid in one of the following forms, as selected by the Participant on an Application for Benefits filed pursuant to Article XII. An Employee who becomes a Participant in accordance with Section 2.1(b) must have five (5) Years of Participation in the Plan to be eligible to elect any of these payment options, unless a Participant reaches age sixty-five (65), prior to completing five (5) Years of Participation:

(i) *Ten year certain and life option*: equal monthly installments in the form of an annuity for the life of the Participant which shall continue until the Participant's death; provided, however, in the event the Participant dies after the commencement of benefit payments but before the payment of benefits for one hundred twenty (120) months, monthly payments of the same amount shall be paid to the Participant's Beneficiary for the remainder of such one hundred twenty (120) month period; and provided further, if the sum of the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments

received by the Participant (or by the Participant and his or her Beneficiary) shall be paid to the Participant's Beneficiary.

(ii) *Joint and survivor annuity option with designated beneficiary*: an annuity providing reduced monthly payments for the life of the Participant and, in the event the Participant dies after the commencement of benefit payments but before the death of the joint annuitant, monthly payments equal to 100%, 75% or 50% (as selected by the Participant) of the amount paid to the Participant during his or her lifetime shall be paid to the Participant's surviving joint annuitant for his or her lifetime; *provided, however*, if the total benefit payments received by the Participant (or by the Participant and his or her joint annuitant) do not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant (or by the Participant and his or her joint annuitant) shall be paid to the Participant's Beneficiary.

(b) The following rules shall govern the selection of an optional form of benefit by a Participant or a Terminated Participant:

(i) The Participant or Terminated Participant can cancel his or her election of an optional form of benefit at any time prior to the date on which the optional form of benefit commences.

(ii) A joint annuitant must be an individual, and the consent of the joint annuitant shall not be required for the election of, or for the cancellation of an election to receive, an optional form of benefit.

(iii) If the Participant or Terminated Participant dies before the optional form of benefit commences, the election shall be null and void.

(iv) If a joint and survivor annuity option is elected and the joint annuitant dies before the optional form of benefit commences, the election shall be null and void.

Section 9.2 (a) For purposes of this Section 9.2, the following terms shall have the meanings set forth below:

(i) "*Designated beneficiary*" means the individual who is the Participant's designated beneficiary as filed with the Plan Administrator.

(ii) "*Distribution calendar year*" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date.

(iii) “*Life expectancy*” means life expectancy as computed by use of the Single Life Table in Regulation Section 1.401(a)(9)-9.

(iv) “*Required beginning date*” means the date specified in Section 7.4 of the Plan.

(b) Distributions under the Plan shall be subject to the rules set forth in this Section 9.2. All distributions required under this Section 9.2 will be determined and made in accordance with Regulations under Section 401(a)(9) of the Code. The rules set forth herein shall be applied as of the time when distributions are required under Section 7.4 to commence and shall not govern distributions made prior to such time; *provided, however*, that distributions commencing prior to such time which will not satisfy the requirements of this Section 9.2 as of such time and thereafter shall be treated as failing to satisfy such requirements when they commence.

(c) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with subsection (d) and subsection (e). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and Regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Regulations that apply to individual accounts.

(d) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection (e);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be nonincreasing or increase only as follows:

(A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (e) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(C) to provide cash refunds of employee contributions upon the Participant's death; or

(D) to pay increased benefits that result from a Plan amendment.

The amount that must be distributed on or before the Participant's required beginning date is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received (e.g., bi-monthly, monthly, semi-annually, or annually). All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(e) (i) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) Unless the Participant's Spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the Annuity

Starting Date. If the Participant's Spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (e)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

Section 9.3 If a Participant commences to receive a normal retirement benefit, a disability retirement benefit, a postponed retirement benefit or a vested deferred benefit, the Participant's retirement benefit shall be increased by two percent (2%) effective as of each July 1 occurring on or after July 1, 2023, for as long as the Participant or his or her surviving Spouse is receiving such a retirement benefit. This adjustment shall not begin until the July 1, occurring on or following the date on which a Participant shall have been receiving his or her benefit for one full year. Furthermore, the maximum amount a Participant's retirement benefit shall be increased is no more than forty percent (40%) of the benefit on the initial commencement date of such benefit.

ARTICLE X

Death Benefits

Section 10.1 If a Participant dies prior to his or her Annuity Starting Date or Normal Retirement Date, whichever is earlier, the Participant's Beneficiary shall receive a return of the Participant's Accumulated Contributions and vested Transferred Employer Contributions Account, if any, as of the date of the Participant's death. However, no such refund shall be made if the Participant already elected and received a return of his or her Accumulated Contributions and vested Transferred Employer Contributions Account, if any, in accordance with Section 8.3(a)(ii) and Section 8.4.

Section 10.2 If a Participant dies on or after his or her Normal Retirement Date and before his or her Annuity Starting Date, the Participant's Beneficiary shall receive a return of the Participant's Accumulated Contributions and vested Transferred Employer Contributions Account, if any, as of the date of the Participant's death, unless the Participant has already elected to have his or her benefit paid in another form provided under the Plan.

Section 10.3 If a Participant (including a Retired Participant, a Terminated Participant or a Disabled Participant) dies on or after the Annuity Starting Date, the death benefit, if any, payable to the Participant's Beneficiary shall depend upon the form of benefits in effect for the Participant at the time of his or her death.

Section 10.4 If the death of a Participant is the result of injury occurring in the line of duty, his or her Surviving Spouse shall receive the deceased Participant's rate of pay at his or her

time of death, through the Participant's Normal Retirement Date. At the deceased Participant's Normal Retirement Date, the Surviving Spouse will receive the Accrued Benefit that the Participant would have been entitled to if he or she had continued to work until his or her Normal Retirement Date.

Section 10.5 Each Participant shall have the right to designate the Beneficiary to receive the death benefits payable hereunder. Such designation shall be made on a form furnished by and filed with the Plan Administrator, and may be changed in a like manner.

Section 10.6 Any excess of the deceased Participant's Accumulated Contributions and vested Transferred Employer Contributions Account, if any, over the aggregated amount received by the Participant, Surviving Spouse and Beneficiary, if any, shall be distributed to the estate of the last survivor.

ARTICLE XI

Limitations on Benefits

Section 11.1 Notwithstanding anything else herein to the contrary, the benefits payable under this Plan shall at all times comply with the provisions of Section 415 of the Code and the Treasury Regulations thereunder (as they apply to governmental plans), the terms of which are specifically incorporated herein by this reference.

(a) A Participant may not receive an annual benefit that exceeds the dollar amount specified in Section 415(b)(1)(A) of the Code, subject to the applicable adjustments in Section 415(b) of the Code and subject to any additional limits that may be specified in the Plan. In no event shall a Participant's benefit payable under the Plan in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Section 415(d) of the Code and the Treasury Regulations thereunder.

(b) For purposes of Section 415(b) of the Code, the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Section 415(n) of the Code) and to rollover contributions (as defined in Section 415(b)(2)(A) of the Code). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

Section 11.2 If a Participant participates in one or more defined benefit plans sponsored by the Town in addition to the Plan and the benefits under the Plan and such other plan or plans exceed the limitation set forth in Section 415(b) of the Code, or if a Participant participates in one or more defined contribution plans sponsored by the Town and the benefits under the Plan and such other plan or plans exceed the limitation set forth in Section 415(c) of the Code, then the Participant's benefits under the Trust Fund shall be reduced to the extent necessary to satisfy such limitation.

Section 11.3 If the benefit under the Plan is other than the form specified in Subsection 11.1(b), then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit in the manner prescribed under the applicable Treasury Regulations.

Section 11.4 For purposes of this section, the following benefits shall not be taken into account in adjusting these limits:

- (a) Any ancillary benefit which is not directly related to retirement income benefits.
- (b) That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.
- (c) Any other benefit not required under Section 415(b)(2) of the Code and Treasury Regulations thereunder to be taken into account for purposes of the limitation of Section 415(b)(1) of the Code.

Section 11.5

(a) The 415(b) limit with respect to any Participant who at any time has been a participant in any other defined benefit plan as defined in Section 414(j) of the Code maintained by the Town shall apply as if the total benefits payable under all such defined benefit plans in which the Participant has been a participant were payable from one (1) plan.

(b) The 415(c) limit with respect to any Participant who at any time has been a Participant in any other defined contribution plan as defined in Section 414(i) of the Code maintained by the Town shall apply as if the total annual additions under all such defined contribution plans in which the Participant has been a participant were payable from one (1) plan.

ARTICLE XII

Applications for Benefits and Other Distribution Procedures

Section 12.1 Benefits under the Plan shall be paid in the manner and at the time selected by the individual in an Application for Benefits filed by the individual with the Plan Administrator prior to the date on which benefits are scheduled to commence. If the individual has selected a joint and survivor annuity option under Section 9.1(a)(ii), the individual must provide the sex and date of birth of the joint annuitant on the Application for Benefits, and must provide proof of the joint annuitant's date of birth (in a form acceptable to the Plan Administrator) after the Application for Benefits is filed.

Section 12.2 The Application for Benefits required for the payment of disability benefits under Article VI must be accompanied by proof of disability.

Section 12.3 The Application for Benefits required for the payment of death benefits under Article X must be filed by the Surviving Spouse or Beneficiary of a deceased Participant or the legal representative of the individual's estate and must be accompanied by a death certificate.

Section 12.4 The election of a form of payment or the designation of a joint annuitant or Beneficiary made in an Application for Benefits may be revised by filing a new Application for Benefits prior to the Annuity Starting Date.

Section 12.5 The Plan Administrator shall promptly process each Application for Benefits received by it and shall notify the applicant in writing of the action taken regarding an Application for Benefits within a reasonable period of time following its receipt.

Section 12.6 An individual for whom benefits are being held by the Trustee shall keep the Plan Administrator notified of a current mailing address. The Plan Administrator and the Town shall be discharged from any liability resulting from a failure to pay benefits as they become due if reasonable effort has been made to contact the individual at the last address on record.

ARTICLE XIII

Rollovers

Section 13.1 For purposes of this Article XIII, the following terms shall have the meanings set forth below:

(a) "*Direct rollover*" means a payment to one or more eligible retirement plans specified by the distributee.

(b) "*Distributee*" means an Employee or former Employee; the surviving Spouse of an Employee or former Employee; and the Spouse or former Spouse of an Employee or former Employee who is the alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code.

(c) "*Eligible retirement plan*" means: (i) an individual retirement account and an individual retirement annuity described in Section 408 of the Code and (effective for the period on and after January 1, 2008) a Roth individual retirement account described in Section 408A of the Code; (ii) a qualified plan described in Section 401(a) of the Code that will accept a distributee's eligible rollover distribution; (iii) an annuity plan described in Section 403(a) of the Code and an annuity contract described in Section 403(b) of the Code; and (iv) an eligible plan described in Section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and that agrees to separately account for any eligible rollover distributions transferred into such plan. Notwithstanding the above, if any portion of an eligible rollover distribution is not includible in gross income, such portion of the distribution may be transferred only to the following eligible retirement plans: (i) an individual retirement account and an individual retirement annuity described in Section 408 of the Code and (for the period on and after January 1, 2008) a Roth individual retirement account described in Section 408A of the Code; and (ii) a qualified plan described in Section 401(a) of the Code or an annuity plan described in Section 403(b) of the Code that receives such portion of the distribution in a direct rollover pursuant to subsection (a), that agrees to separately account for the amounts so transferred (including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution which is not includible in gross income), and (for the period prior to January 1, 2007) that is a defined contribution plan.

(d) "*Eligible rollover distribution*" means the distribution under a qualified plan of all or a portion of the balance to the credit of a distributee, *other than*: (i) one or more distributions to be made during a taxable year of the distributee which in the aggregate are reasonably expected to be less than \$200; (ii) a distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life or life expectancy of the distributee or the joint lives or joint life expectancy of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (iii) the portion of any distribution that is required to be made under Section 401(a)(9) of the Code; and (iv) any distribution that is made due to the hardship of the distributee.

Section 13.2 (a) Notwithstanding any other provision of the Plan, a distributee may elect, in accordance with procedures established by the Plan Administrator, that all or a portion of an eligible rollover distribution to be made to the distributee shall instead be distributed in a direct rollover. If a portion but not all of an eligible rollover distribution is to be distributed in a direct rollover, such portion may not be less than \$500. In the case of an eligible rollover distribution not exceeding \$500, any direct rollover must consist of the entire amount of the eligible rollover distribution.

(b) If the designated Beneficiary of a Participant is not the surviving Spouse of the Participant and is eligible to receive a distribution from the Plan due to the death of the

Participant, and if the distribution satisfies all of the requirements for constituting an eligible rollover distribution set forth in Section 14.1(d) other than the requirement that the distribution be made to a distributee, then the distribution shall be treated as an eligible rollover distribution and the Beneficiary may elect that all or a portion of the distribution to be made to the Beneficiary will instead be distributed in a direct rollover to an individual retirement account or an individual retirement annuity that is maintained for the benefit of the Beneficiary and that is described in Code Section 402(c)(8)(B)(i) or Code Section 402(c)(8)(B)(ii). The individual retirement account or individual retirement annuity shall be treated as an inherited individual retirement account pursuant to Code Section 402(c)(11).

(c) (i) Not less than thirty (30) days and not more than one hundred eighty (180) days before the Annuity Starting Date of a distributee or non-Spouse Beneficiary who is entitled to receive an eligible rollover distribution, the Plan Administrator shall, in accordance with Section 402(f) of the Code, provide the distributee or non-Spouse Beneficiary with a written explanation of the rules governing rollovers (including the right to make a direct rollover under subsection (a) or subsection (b)), and the mandatory federal income tax withholding on any eligible rollover distribution for which no election is made under subsection (a) or subsection (b). No later than the date on which the information required by this subsection (c)(i) is provided to a distributee or non-Spouse Beneficiary, the Plan Administrator shall notify the distributee or non-Spouse Beneficiary that he or she is entitled to consider, for a period of at least thirty (30) days following receipt of such information, whether or not to make an election under subsection (a) or subsection (b).

(ii) Notwithstanding subsection (c)(i), a direct rollover or distribution may be made less than thirty (30) days after the distributee or non-Spouse Beneficiary receives the information required by subsection (c)(i), if the distributee or non-Spouse Beneficiary affirmatively elects to receive a distribution or to make a direct rollover under subsection (a) or subsection (b).

Section 13.3 Any portion of an eligible rollover distribution that is not distributed in a direct rollover under Section 13.2 is ordinarily subject to mandatory federal income tax withholding.

ARTICLE XIV

Rights of Participant

Section 14.1 The establishment of the Plan shall not be construed as conferring any rights upon any Employee or any person for a continuation of employment, and shall not be construed as limiting in any way the right of the Town to discharge any Employee or to treat him or her without regard to the effect which such treatment might have upon him or her as a Participant of the Plan.

Section 14.2 The Plan is established for the purpose of providing for the support of the Participants upon their retirement and for the support of their families. No benefit payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by the Participant, and any action by way of anticipating, alienating, selling, transferring, assigning, pledging, encumbering or charging the same shall be void and of no effect. In no event shall any benefit under the Plan be liable in any manner for, or be subject to, the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit, except as specifically provided in the Plan.

If any Participant or Beneficiary under the Plan becomes bankrupt or attempts to alienate, sell, transfer, assign, pledge, encumber or charge any benefit except as specifically provided in the Plan, then such benefit shall, in the discretion of the Plan Administrator, cease and terminate. In that event, the Plan Administrator shall hold or apply the benefit to or for the benefit of such Participant or Beneficiary, in such manner and in such proportions as the Plan Administrator shall determine in its sole discretion.

Section 14.3 (a) Notwithstanding the provisions of Section 14.2, the Plan Administrator shall abide by the terms of any domestic relations order as defined in Section 414(p) of the Code. A domestic relations order means any judgment, decree or order (including approval of a property settlement agreement) that creates or recognizes the existence of an alternate payee's right to receive all or a portion of the benefits payable to a Participant hereunder pursuant to a state's domestic relations law relating to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of the Participant. If the Plan is required to pay an alternate payee pursuant to the terms of a domestic relations order and the alternate payee predeceases the Participant, any future payments that would have otherwise been payable to the alternate payee shall revert to the Participant.

(b) Payments made under this Section 14.3 shall completely discharge the Plan of its obligations with respect to the Participant and each alternate payee to the extent of any such payments.

Section 14.4 If any person entitled to receive any benefits from the Plan is, in the judgment of the Plan Administrator, legally, physically or mentally incapable of personally receiving and acknowledging receipt of any distribution, the Plan Administrator may make distribution to such other person, persons or institutions as, in the judgment of the Plan Administrator, are then maintaining or have custody of such distributee. Such payments shall, to the extent thereof, discharge all liability of the Town, the Plan Administrator and the Trust.

ARTICLE XV

Plan Administrator

Section 15.1 The Town Manager, or any person or persons appointed by the Town Manager, shall serve as the Plan Administrator, and shall be responsible for carrying out the provisions of the Plan.

Section 15.2 The Plan Administrator shall from time to time establish rules for the administration of the Plan and the transaction of its business. Except as herein otherwise expressly provided, the Plan Administrator shall have the exclusive right to interpret the Plan and to decide any matters arising thereunder in connection with the administration of the Plan. The Plan Administrator shall have the discretionary authority to interpret and administer the Plan. It shall endeavor to act by general rules so as not to discriminate in favor of any person. Its decisions and the records of the Plan Administrator shall be conclusive and binding upon the Town and all other persons having any interest under the Plan.

Section 15.3 The determination of the Plan Administrator as to the identity of the proper payee of any benefit under the Plan and the amount of such benefit that is properly payable shall be conclusive, and payment in accordance with such determination shall constitute a complete discharge of all obligations on account of such benefit.

Section 15.4 The Plan Administrator shall determine the manner in which the funds of the Plan shall be disbursed in accordance with the terms of the Plan, including the form of voucher or warrant to be used in making disbursements and the qualifications of the persons authorized to make disbursements of such funds.

Section 15.5 The Plan Administrator shall maintain accounts showing the fiscal transactions of the Plan. In connection therewith, the Plan Administrator shall require the Trustee to submit any necessary reports, and shall keep in convenient form such data, as may be necessary for the determination of the assets and liabilities of the Plan. As soon as practicable following the last day of each Plan Year, the Plan Administrator shall prepare a brief account of the operation of the Plan for the Plan Year. Such report shall be filed with the secretary of the Plan Administrator.

Section 15.6 The Plan Administrator may appoint from their number or employ any other agent to execute or deliver any instrument or make any payment in their behalf, and may employ such clerks, counsel, accountants, actuaries, trustees and investment advisors as may be required in carrying out the provisions of the Plan.

Section 15.7 The Plan Administrator and the officials of the Town shall be entitled to rely upon all certificates and reports made by any duly appointed trustee or accountant, and upon all opinions given by any duly appointed legal counsel. The Plan Administrator and the officials of the Town shall be fully protected against any action taken in good faith in reliance upon any such certificates, reports or opinions. All actions so taken shall be conclusive upon each of them

and upon all persons having any interest under the Plan. The Plan Administrator shall not be personally liable by virtue of any instrument executed by him or her (or on his or her behalf) as Plan Administrator, or for any mistake of judgment made by him or her, or for any neglect, omission or wrongdoing of anyone employed by the Town, or for any loss, *unless* such liability or loss results from his or her own negligence or willful misconduct. The Plan Administrator shall be indemnified by the Town against expenses reasonably incurred by him or her in connection with any action to which he or she may be a party by reason of his or her role as Plan Administrator, *except* in relation to matters as to which he or she shall be adjudged in such action to be liable for negligence or willful misconduct in the performance of his or her duty as Plan Administrator. The foregoing right of indemnification shall be in addition to any other rights to which any such member may be entitled as a matter of law.

Section 15.8 A Plan Administrator who is also an Employee shall receive no compensation for his or her services as such, but the Plan may reimburse the Plan Administrator for any necessary expenses incurred.

ARTICLE XVI

Trust Fund

Section 16.1 All assets of the Plan shall be held in trust by the Trustee, except to the extent such assets are held by an insurer under an insurance contract.

Section 16.2 The Trustee shall have such powers as to investment, reinvestment, control and disbursement of the Trust Fund as are provided in the Plan and the trust agreement.

Section 16.3 No Participant or Beneficiary under the Plan, nor any other person, shall have any interest in or right to any part of the earnings of the Trust Fund, or any rights in, to or under the Trust Fund or any part of its assets, except to the extent expressly provided in the Plan.

Section 16.4 (a) Subject to the provisions of Section 16.4(b), all costs incurred in the administration and operation of the Plan shall be paid by the Town.

(b) The Trust Fund shall bear: (i) all brokerage costs and transfer taxes, or other taxes of any kind whatsoever, which may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund; (ii) all expenses incurred in connection with the acquisition, holding or disposition of real property, any interest therein, or any mortgage thereon; (iii) all interest which may be payable for money borrowed by the Trustee for the purposes of the Trust Fund; and (iv) all other administrative expenses of the Trust Fund and the Plan which are not paid by the Town.

ARTICLE XVII

Plan for Exclusive Benefit of Participants

Section 17.1 Prior to the satisfaction of all of the liabilities under the Plan with respect to Participants and their Beneficiaries, no part of the corpus or income of the Trust Fund shall be used for, or diverted to, any purposes other than for the exclusive benefit of the Participants and their Beneficiaries.

Section 17.2 The Town shall not directly or indirectly receive any refund of any contribution made by it, nor shall the Town directly or indirectly receive a distribution from the Trust Fund, at any time prior to the satisfaction of all of the liabilities under the Plan with respect to Participants and their Beneficiaries; *provided, however*, that any contribution made by the Town due to a mistake of fact must be returned to the Town within one year of the contribution.

ARTICLE XVIII

Miscellaneous Provisions

Section 18.1 Any provision of this Plan susceptible to more than one interpretation shall be interpreted in a manner that is consistent with this Plan being an employees' plan and trust within the meaning of Section 401(a) and Section 501 of the Code.

Section 18.2 The Town, the Plan Administrator and the Trustee shall be discharged from liability in acting upon any representation by an individual of any fact affecting such individual's status under this Plan or upon any notice, request, consent, letter, telegram or other document believed by them, or any of them, to be genuine and to have been signed or sent by the proper person.

Section 18.3 This Plan shall be construed according to the laws of the State of Connecticut, except as such laws are superseded by Federal law.

Section 18.4 (a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service (as defined in Chapter 43 of Title 38, United States Code) will be provided in accordance with Section 414(u) of the Code.

(b) Effective with respect to deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in Chapter 43 of Title 38, United States Code), to the extent required by Section 401(a)(37) of the Code, survivors of a Participant are entitled to any additional benefits that the Plan would provide if the Participant had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on

the Participant's death while employed. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes.

ARTICLE XIX

Amendment and Termination

Section 19.1 Subject to the provisions hereinafter set forth, the Plan Administrator reserves the right at any time and from time to time, to modify or amend the Plan in whole or in part to:

- (1) comply with any requirements of statutory or general law; or
- (2) enable the Plan to qualify or remain qualified as an employees' trust exempt from taxation under any Federal, state or local revenue laws now in force or subsequently enacted; or
- (3) incorporate applicable changes of the collective bargaining agreement between the Town and the Union.

No part of the Trust Fund, by reason of any modification or revision or by reason of any termination of membership or termination or reduction of benefits provided for or permitted under the Plan, shall be diverted to or used for any purpose other than for the exclusive benefit of Participants, retired Participants and their beneficiaries under the Plan, prior to the satisfaction of all liabilities hereunder.

Section 19.2 Anything herein to the contrary notwithstanding, no amendment may be adopted which (a) conflicts with a collective bargaining agreement entered into between the Town and the Union; or (b) changes the obligation of the Town existing under the collective bargaining agreement to contribute to the Trust Fund, or (c) conflicts with any applicable law or governmental regulation governing the Plan. Any amendment that (a) is not required to comply with statutory or legal requirements; or (b) is required to comply with statutory or legal requirements but there is discretion as to the provisions to be adopted; or (c) is not to incorporate applicable changes of the collective bargaining agreement between the Town and the Union, shall be subject to the collective bargaining process and shall not be adopted until approved through such process.

Section 19.3 The Plan may only be terminated through the collective bargaining process.

Section 19.4 Upon the termination or partial termination of the Plan, or the complete discontinuance of contributions to the Plan, the rights of each Participant (or, in the event of a partial termination, the rights of each Participant affected by such partial termination), including a Retired Participant, Disabled Participant or Terminated Participant, and the rights of each

Beneficiary, to benefits accrued to the date of such termination or partial termination shall become nonforfeitable, to the extent funded as of such date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the following representatives hereby execute this amendment and restatement of the Town of Berlin Police Benefit Fund to be effective as herein provided.

Town of Berlin, Town Manager

Date

Town of Berlin, Human Resources Director

Date

Berlin Police Union President

Date

Berlin Police Union Vice President

Date

APPENDIX A

Actuarial Assumptions

Section A.1 Actuarial Equivalence

Mortality: PubS-2010 Table

Interest: 6.0%

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: May 23, 2023
SUBJECT: Legal Services – Police Department Pension Plan Document

SUMMARY:

- The Town Manager entered into an agreement with Reid and Riege, P.C. to complete the pension plan document for the police pension plan. The services rendered has surpassed the current \$25,000 bid threshold, now requiring approval from Town Council in order to approve additional invoices.
- Funds are available in the Outside Legal (001.05.0506.0.53828.00000) account in the General Fund.

ACTION NEEDED:

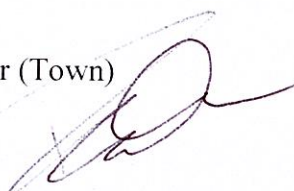
Move to authorize the Town Manager to approve invoices for services rendered surpassing \$25,000 bid threshold, to complete preparation of pension plan documents for the police pension plan, not to exceed \$50,000.

ATTACHMENTS:

Sufficiency of Funds

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 31-May-23

Purchase Item or Contract: Human Resources/Legal		Requested by: P. Carabetta	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Legal services for Police DB Pension plan development	\$25,000.00	\$25,000.00
	(\$25,000 represents an increase to previously encumbered/expended amounts)		
			-
			-
			-
			-
Account No. 001.05.0506.0.53828.00000			TOTAL \$25,000.00

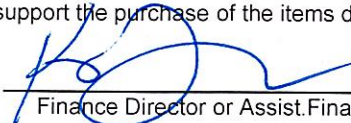
Budgeted Amount.....	\$355,000.00	Available balance.....	\$26,293.75
Encumbrances to Date.....	\$94,630.94	Amount Needed for This Package.....	\$25,000.00
Expenditures to Date.....	\$234,075.31	Available Balance After Purchase.....	\$1,293.75

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist.Finance Director

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

Finance Director or Assist.Finance Director

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 6, 2023

SUBJECT: Connecticut State Opioid Response Initiative Grant Application

Summary of Agenda Item:

Berlin Social & Youth Services has the opportunity to partner with Wethersfield Social & Youth Services to apply for Connecticut State Opioid Response Initiative funding that would be used to provide opioid abuse education and prevention services for our two towns. Funds would be used to increase public awareness of Opioid Use Disorder and available treatment, provide Narcan training for community members, and other related services as allowed under the terms of the grant.

The Berlin Department of Social & Youth Services will submit a grant request of \$5,000 to Amplify, Inc., our Regional Behavioral Health Action Organization as designated by the State of Connecticut Department of Mental Health and Addiction Services. Funds will be deposited in the State Opioid Response Grant revenue account 100.30.3054.2.44808.00000, and appropriated to the State Opioid Response Grant expense account 100.30.3054.0.53449.00000 to be used according to the terms of the grant.

Action Needed:

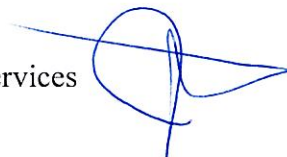
Move to authorize Berlin Town Manager to apply to Amplify, Inc. for a grant in the amount of \$5,000 in Connecticut State Opioid Response Initiative funds, and to authorize the Town Manager to accept the grant on behalf of the Berlin Social & Youth Services, and to sign any contracts and agreements pertaining to this grant. Upon receipt funds will be deposited in the State Opioid Response Grant revenue account.

Move to appropriate the \$5,000 grant to the State Opioid Response Grant expense account, subject to approval by the Board of Finance.

Attachments:

Prepared By:

Jaymee Miller, Director of Social & Youth Services



Agenda Item No. 4/
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: May 26, 2023

SUBJECT: Apply for the second grant from Connecticut Education Network

Summary of Agenda Item:

In February of 2022, the Berlin Peck Memorial Library applied for and was awarded the Connecticut Education Network (CEN) grant for a state funded network assessment at a value of \$6,839.00. Novus performed the assessment, and the Berlin Peck Memorial Library is now deemed eligible for \$62,640.00 for equipment and installation fees to upgrade our internal connections. We already accepted the application for equipment/installation because the last date to apply was May 31, 2023 (before the next Town Council meeting). If the Town Council denies this request for any reason we have the option of pulling out of the upgrade. Our technical support provider Novus is partnering with CEN and the Connecticut State Library in this grant. If awarded, Novus will provide the equipment and perform the installation. The goal of the initiative is to maximize internet and network-based experience by helping assess, remediate, and upgrade internal connections of the network infrastructure. Many local area networks (LAN) and wireless LANs (WLAN or Wi-Fi Networks) may benefit from equipment and associated infrastructure upgrades internal to their buildings. They hope to build an infrastructure plan for the future in support of operations, patron use and bridging the digital divide in the communities. There is no cost to receive this grant. If received the grant money should be deposited into the CEN Grant Account 100.25.2544.0.53312.00000.

Action Needed:

Move to approve the Berlin Peck Memorial Library applying for a grant through the Connecticut Education Network to fund network upgrades to enhance CEN performance for the library and, if awarded, to appropriate the grant funds to the CEN Grant account pending approval by the Board of Finance. This will in turn improve performance for the libraries network in general and provide much needed upgrades that would otherwise need to be calculated into the budget. The total dollar amount of the grant is \$62,640.00.

Attachments:

None

Prepared By:

Kimberly McNally, Library Director

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: 5/30/23
SUBJECT: VNA Electronic Record System

Summary of Agenda Item:

Alea Piatek, Administrator of the Berlin VNA, requests permission to continue with the current software contract with Netsmart for electronic health records and documentation system. Other systems were researched and quoted, but after reviewing the price comparison and expected disruptions to staff productivity with a change in documentation system, it was decided keeping Netsmart was in the best interest of the Agency and the Town.

Netsmart can continue without disruptions and the cost is \$28,140 for the year, which is already accounted for in the July 2023 budget.

Advanced MD- Quote is \$30,000 annually, which is more expensive than Netsmart

KanTime- Quote is \$24,000 annually, but has a \$6,000 startup/initiation fee and we would also have to procure an electronic fax vendor (Netsmart includes the electronic fax as a feature of their system). With a change of systems, we would expect a 3-month period of decreased productivity and thus a decrease in revenue.

Action Needed: Move to approve the continuation of the contract for Netsmart's electronic health record and documentation system for one year, amount not to exceed \$28,140.

Attachments:

Quotes

- Netsmart
- Advanced MD
- KanTime

Prepared By: Alea Piatek- VNA Director





Invoice

Invoice # BD0160906
Invoice Date 11/15/2022
Client Account # 1121031
Cust PO#
Sales Order #

Bill To: Berlin VNA
240 Kensington Rd
Kensington, CT 6037

Invoice Subtotal \$28,140.00
Sales Tax \$281.40

Ship To: Berlin VNA
240 Kensington Rd
Kensington, CT 06037-2655

Product	Qty	Unit Price	Ext. Price
Fax Usage 07/01/2022 - 06/30/2023	1	70.00	\$840.00
myUnity Essentials Solution (SaaS) 07/01/2022 - 06/30/2023	1	2,000.00	\$24,000.00
DeVero Document Manager 07/01/2022 - 06/30/2023	1	250.00	\$3,000.00
myUnity SHP (Sub) 07/01/2022 - 06/30/2023	1	25.00	\$300.00

Make checks payable to: Netsmart Technologies, Inc.

Remittance Address:
Netsmart Technologies, Inc.
P.O. Box 713519
Philadelphia, PA 19171

ACH Payment:
Wells Fargo Bank
RTN/ABA: 121000248
Acct #: 4122075054

PO# 231657
001.30.3053.0.53813.000000

698 W 10000 S
South Jordan UT 84095
United States
www.advancedmd.com

Client

Town of Berlin- Berlin VNA
240 Kendington Road
Berlin CT 06037
United States

Date 5/26/2023
Order # 224840
Sales Rep Abigail Leaming
Offer Expires 6/25/2023
Shipping Code
Term Length Twelve (12) Months

The Subscription granted herein shall commence on the Effective Date and continue for the initial term. Thereafter, the Agreement shall renew on a month to month term at then-current rates unless either party gives ten (10) days advanced written notice of its intention to terminate the Agreement, or until otherwise terminated as provided in the TOS.

Item Description	Qty	Rate	Amount
------------------	-----	------	--------

Onetime Setup and Implementation Costs:

AdvancedMD Pay Setup	1	150.00	150.00
AdvancedMD Implementation	1		7,150.11

This implementation package includes the following services.

Setup:

- Initial database creation
- Standard configuration with guided review

Training & Support:

- 11 Hours of 1:1 virtual training
- EDI Enrollment support and assistance
- Post implementation utilization check up call
- Unlimited access to video training library
- Unlimited access to Hub

-Please note if your office requires additional supplemental training in addition to this startup package, it can be purchased at any time for \$150/hr. (see the Professional Services webpage on our website for more details)

Variable Fees Include:

- * Paper Claims (\$.77/each)
- * AdvancedMD eStatements (\$.94/each)
- * AdvancedMD eLetters (\$.94/each)
- * Additional pages on eStatements/eLetters (\$.44/each)
- * Address Forward (\$.94/each)
- * Overweight postage (\$.44/each)
- * AdvancedMD EHR Implementation

	1		5,400.00
--	---	--	----------

This implementation package includes the following services:

Setup:

- Initial EHR Activation
- Standard Configuration with guided review
- Training Templates
- Lab interface setup with Quest and Labcorp
- eRx activation

Training & Support

- Assigned EHR Trainer
- 10 hours of 1:1 training
- Post EHR Implementation Utilization follow up
- Unlimited access to video & webinar training

*Please note if your office requires additional supplemental training in addition to this startup package, it can be purchased at any time for \$150/hr. If you are requesting Custom Templates built for your office, we require a discovery call prior to determining final pricing for your project. (see the Professional Services webpage on our website for more details)"

Order Form

Date
Order #5/26/2023
224840

Item Description	Qty	Rate	Amount
Subtotal Monthly Subscription Fees			2.59

Encounter Office Key Monthly Minimum	1	0.00	0.00
AdvancedMD Billing Basic Package per Billable Encounter Monthly Minimum	1	2,500.00	2,500.00
AdvancedMD Pay Enterprise Credit Process Rates:			
2.0% with a card present + \$.30 per transaction			
2.8% without a card present + \$.30 per transaction			
Now Advantage Promo	3	0.00	0.00

As a new client of AdvancedMD, please enjoy the remainder of May, June, and July services for Free.

First Payment due in September based off August encounters.

Advanced MD

Module	Feature	What it does
AdvancedPM		
Included with Base Pricing	Scheduler	Our highly customizable scheduler can accommodate 20 pages with 99 columns each so it can grow with your practice. Appointment types can be color-coded, and specific forms can be set to go out automatically when that appointment type is selected. The calendar can support double-booking (up to 9 in 1 slot). Appointments can be set to be recurring. The scheduler features a waitlist and rooming feature.
Optional: 2.8% + \$0.30 per transaction	Credit Card on file/Integrated Merchant Processor	Allows you to keep the card on file for online payments, payment plans, expedited check-ins, telehealth paywalls, and more
Included	Billing Module	Our billing platform is directly integrated with Optum Insights, which means we scrub your claims with the same playbook the payors do! This allows us to offer the industry's only 95% first-pass clean-claim acceptance guarantee! We are also integrated directly with the clearinghouse, so you don't have to leave our software to submit and edit claim runs!
Included	E-remittance	ERAs are applied directly to the patients' accounts, driving down their AR. Any remaining balance is automatically either queued up to a secondary claim or to the patients' responsibilities
Included	Real-time Reporting	We have over 150 reports that can be run at any time, including AR aging, missed visits, AR by procedure, AR by carrier, No-shows, and more!
Included	Collections Module	Allows you to create worklists of patients/carriers who have outstanding balances. You can also create AR collection templates to send out on the fly and set patients up on payments plans with on-file credit card.
Included	Insurance Eligibility	Real time and batch verification.
AdvancedEHR		
Included	1,000 + intake, consent, and note templates	All can be edited with template builder. Electronic signing via patient portal
Included	E-prescribing (EPCS, PDMP)	Fully integrated with Surescripts and Dr. First. No need to leave our software
Included	Medication Importer	Pulls in via Surescripts
2 Labs Included	Lab Integrations	2 included free. Bi-directional interfaces
Included	Multiple charting styles	Check-boxes, Drop-down multiple choice, Free text, Exploding text (macros), Dictation, Documentation by exclusion
Included	Auto Note Population	Pull forward from intake forms and past encounters
Included	Word Merging	Can be auto-sent to 3rd parties via fax
Included	Mobile App	Full EHR functionality on iOS
AdvancedPatient		
Included	HIPAA-secure messaging	Via patient portal
Included	Online Scheduling	Can either be placed directly on calendar or require office approval. Your available times can be set on the admin
Included	Patient Portal	Features bill pay, access to health history, patient education, messaging, prescription renewal requests, and forms
Included	Electronic Intake Forms	Can push into patient note
Included	Appointment Reminders	Text, email, and voice, can go out at any interval you desire
Included	E-Pay	We send invoices/statements via text and email to your patients. The text/email includes a link to a payment portal
Included	Unlimited Telehealth	No limit to telehealth encounters
Included	EPCS with PDMP integrated	2 Factor Auth
Included	Unlimited fax	Push/send faxes straight from the patient chart
Included	Patient Education	Send videos, PDFs, and other homework to the patient portal
Included	AdvancedInsight	Ad-hoc report and dashboard builder. Runs on IBM Cognos

ABBY LEAMING | SENIOR DISTRICT MANAGER, ENTERPRISE

M: (207) 323-4340

advancedmd.com

[LinkedIn](#)

EXHIBIT - B KANTIME PRICING PROPOSAL SHEET



Prepared for: Town of Berlin- Berlin VNA

This Pricing Proposal, any and all pricing and discounts contained herein, and any related proposals or correspondence between Town of Berlin- Berlin VNA and KanTime shall be considered confidential & information. Town of Berlin- Berlin VNA agrees to hold such information in strict confidence and not to disclose it to any third parties.

Agency Information

PREPARED FOR

Town of Berlin- Berlin VNA

CONTACT

Alea Piatek

DATE

5/30/2023 8:38 AM

This proposal has been prepared especially for your agency by your KanTime Sales Representative and includes pricing for the KanTime solution. Please feel free to reach out with any questions you may have about this proposal or the KanTime solution. This proposal outlines the cost for the licensed software and services that you have chosen.

PREPARED BY

Matthew McArthur

TITLE

Regional Sales Director

PHONE

EMAIL

mmcarthur@kantime.com

KanTime Home Health Platform

PRODUCT NAME	Description	Unit Description	QTY	PRICE	Net Price
KanTime Home Health Platform	Core Product	Per Active Patient Per Month (PPPM)	1.00	\$2,000.00	\$2,000.00
KanTime Home Health Platform TOTAL:					\$2,000.00

Beyond Base License Quantity & Pricing

PRODUCT NAME	Beyond Base License Quantity	Beyond Base License List Price
KanTime Home Health Platform	100	\$15

PRODUCT NAME	MINIMUM MONTHLY PAYMENT TERMS
KanTime Home Health Platform	Customer will be charged a Minimum Monthly Fee of \$2000 inclusive of customer patient census of up to 100. Should the customer usage of the KanTime Home Health Platform unduplicated active monthly census exceed that number the customer will be charged \$15 per active patient, per month for that overage, in addition to the Minimum Monthly Fee.

KanTime One Time Fees

PRODUCT NAME	Description	Unit Description	QTY	PRICE	Net Price
KanTime Auto OASIS Export/ Import OTF		One Time Setup Fees	1.00	\$250.00	\$0.00
KanTime Mobile App OTF		One Time Setup Fees	1.00	\$300.00	\$0.00
Implementation Services	Implementation Services Fee	-	1.00	\$6,000.00	\$6,000.00
Online Training	Advanced scheduling required	-	1.00	\$1,000.00	\$0.00
KanTime One Time Fees TOTAL:					\$6,000.00

KanTime Optional Products

PRODUCT NAME	Description	Unit Description	QTY	PRICE	Net Price
KanTime Physician Portal	Allows physicians to manage patient orders across agencies.	Per Month	1.00	Included	\$0.00
KanTime Patient/Client/Family Portal		Per Month	1.00	Included	\$0.00
3rd Party Software Licensing	Included at no charge for supported product interfaces.	Per Interface	1.00	Included	\$0.00
KanTime ICE		Per Branch Per Month	1.00	\$400.00	\$0.00
KanTime One Click OASIS Transmit & Response		Fixed Fee Per Month	1.00	\$100.00	\$0.00
KanTime Optional Products TOTAL:					\$0.00

KanTime Optional Products - Based on Usage

PRODUCT NAME	Description	Unit Description	QTY	PRICE	Net Price
KanTime Mobile App		Per Branch Per Month	1.00	\$100.00	\$0.00
KanTime Optional Products - Based on Usage TOTAL:					\$0.00

KanTime Integrations

PRODUCT NAME	Description	QTY	PRICE	Net Price
CarePort Integration	One-way, once a day (midnight PST), HL7 ADT integration that sends patient data across to CarePort to support provision of data updates on patient data to other care related vendors connected to Careport.	1.00	\$1,000.00	\$0.00

PRODUCT NAME	Description	QTY	PRICE	Net Price
Sandata Integration	KanTime EVV is integrated with Sandata Aggregator allowing agencies to use KanTime EVV to perform Cures Act Compliant EVV and transmit EVV validated visit data to the State Aggregator or in the Closed States, KanTime EMR is integrated with Sandata EVV such that it sends scheduled visits over to Sandata for the Sandata EVV to match to those visits and then those completed visits are returned to KanTime for claims and payroll processing.	1.00	\$1,000.00	\$0.00
Waystar - Home Health Integration	Two-way SFTP and API integrations supporting electronic (EDI) claims and eligibility submission and automated returns/remittances that automatically match to patient/patient invoice for one-click posting. This integration enables KanTime's Batch Eligibility automation as well as Real-Time Eligibility on a single record basis.	1.00	\$1,000.00	\$0.00
KanTime Integrations TOTAL:				\$0.00

SUMMARY PRICING

Charge	Description	Pricing
KanTime Monthly Subscription Fees	The Total Monthly Variable Fee amount is calculated based on Customer's patient census of 1.00 and selected Optional Products	\$2,000
KanTime One Time Fees	Includes all products and services with one time fees	\$6,000

Payment Terms

Date	Description
Due Date of KanTime Monthly Subscription Fees	KanTime bills Customer on the first of the month for the previous month's usage. Customer will start being invoiced for the Minimum Monthly Subscription Fee (MMP) on the first of the month following 90 after Contract Sign Date.
Due Date of KanTime One Time Fees	Customer will be invoiced for the One Time Fees at contract signing and payment is due on the Contract Sign Date.
Due Date of KanTime Optional Product Fees	Customer will be invoiced for selected KanTime Optional Products upon usage.

Quotation Information

SI	Description
Quote #:	Q-00732-1
Expires On:	8/1/2023

Products & Services Not Chosen

PRODUCT NAME	Unit Description	Product Description	List Price
KanTime Data As A Service	Data Lake Access	Provides organization visibility and control of the data. KanTime configures the ETL (Extract Transfer and Load) to generate the Data Cubes and provide the Data Lake for Data Visualization Software to then generate analytical reporting. KanTime can provide user licenses for Tableau with an initial load of reports, or the Customer can use any one of several other data visualization software as they deem appropriate. KanTime has completed Data Cubes for Schedules and Services, and also for Invoices/Financials, as more are completed they will be added.	\$1,800.00
Tableau View License			\$100.00
KanTime Data As a Service OTF	One Time Setup Fees		\$4,500.00
Tableau Explorer License			\$150.00
KanTime Google Maps Integration	Per User Per Month		\$3.00
KanTime Mobile Visit Verification Geolocation	Per Check-In/Check-Out		\$0.01
KanTime Telephony Services	Per Branch Per Month		\$100.00
KanTime Telephony Services Calls	License Fee Per Call	Visit is inclusive of one check-in and one check-out with geolocation verification. Each additional check-in or check-out per visit will be charged accordingly.	\$0.09
KanTime SMS Text Messaging	License Fee Per Branch Per Block of 1,000 Text Messages		\$50.00
KanTime Employee Application/Job Portal	Fixed Fee Per Month		\$100.00
KanTime Employee Application/Job Portal OTF	One Time Setup Fees		\$50.00
Extra Storage	Per 1TB	Additional storage	\$50.00

PRODUCT NAME	Unit Description	Product Description	List Price
KanTime Surescripts Medication History Integration	Per MHR Request	KanTime's Medication History Record (MHR) real-time bi-directional integration with SureScripts allows you to query patient medication history for the last 12 months. MHR data including details of the Medication, Dosage, Route, Frequency/Administration, Classification/Purpose, Code, Start Date, DC Date, DC Time will be fetched from Surescripts and will be available in all modules of KanTime where the medications option is available i.e. Intake, Client Medication, OASIS, Assessments, etc.	\$2.00
Onsite Training	Per Day (2-day Minimum)	Additional Onsite Training 2-day minimum per visit is required. Single incremental days can be added. The customer has to cover actual costs for KanTime separately.	\$1,500.00
Future Implementation Services	Per Branch	This fee does not apply if configuring an additional branch without payer setup or data import.	\$3,000.00
Future Remote Webinar Training	Per 10 Hour Block		\$2,000.00

Notes:

Payment of Taxes:

KanTime prices are quoted excluding all sales, use or other taxes assessed directly on the KanTime's Services rendered to the Customer and its Users. In addition to the prices stated in the price quote, Town of Berlin- Berlin VNA shall pay to KanTime all taxes, fees, duties, licenses, tariffs and levies imposed directly by a governmental entity, if any, upon the software applications rendered herein by KanTime to the Customer and its Users

This proposal has been reviewed with me by my KanTime representative. Please note that the below signature does not obligate Town of Berlin- Berlin VNA to purchase KanTime until a full agreement has been provided and executed between the parties.

Signature: _____

Review Date: _____

Name (Print): _____

Title: _____

Please sign to acknowledge review with Matthew McArthur. Please direct all inquiries about this proposal to Matthew McArthur at mmcarthur@kantime.com

THANK YOU FOR YOUR BUSINESS!

Alea Piatek

From: Matthew McArthur <mmcarthur@kantime.com>
Sent: Friday, May 26, 2023 12:50 PM
To: Marlo Matassa; Alea Piatek
Subject: Re: Kantime follow up (information for quote)

Good afternoon,

Happy Friday! Are you guys still planning on attending the demo today? I'll keep the meeting open for another 10 minutes or so. If not, we can reschedule if you like. Let me know either way!

Thanks,
Matthew

On Thu, 25 May 2023 at 08:07, Matthew McArthur <mmcarthur@kantime.com> wrote:
This is what I sent yesterday!

----- Forwarded message -----

From: Matthew McArthur <mmcarthur@kantime.com>
Date: Wed, 24 May 2023 at 10:26
Subject: Kantime follow up (information for quote)
To: <apiatek@berlinct.gov>

Hi Alea,

Thank you for speaking with me earlier! I appreciate the information provided and I hope we can continue to work together in the future.

I know I provided you with our monthly cost of \$2000/ month but I also wanted to let you know that the initial start up cost for implementation and training is \$6000.

Does that line up with what you are looking for? I believe that is fair considering the work put in but I want to be competitive and earn your business.

In order for me to create the proposal for you I will need the following information. If you don't have it all, that's okay!

Official Company Name:
Address:
Onboarding Point of Contact:
Accounts Payable Contact:

Billing Vendor: HAS
Payroll Vendor:
Eligibility/Clearinghouse Vendor: Zirmed/Waystar
eFax Vendor:
CAHPS Vendor:
EVV - Sandata

In addition - will need contract for fax vendor (currently included in Netsmart Software).

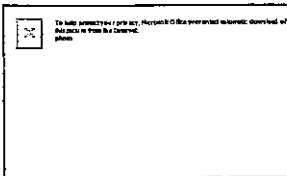
Also, I attached the additional information requested! Let me know if you have any questions or concerns. I'm here for you!


Best,
Matthew


\$24,000 - 1 year service
\$6,000 - Start up cost


\$30,000
+ fax vendor

Matthew McArthur
Regional Sales Director, KanTime



 254-218-5343

 www.kantime.com

 mmcarthur@kantime.com

 101 E. Park Blvd Suite 821 Plano, TX 75074



IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.



Caution: This is an external email. Do not click links or attachments unless you recognize the sender and know the content is safe.

Agenda Item No.: 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: May 26, 2023
SUBJECT: Purchase one Kubota 6000HSTC from M.B. Tractor & Equipment utilizing Sourcewell contract #031121-KBA and purchase six Generac light towers utilizing Sourcewell contract #020923-GNR.

SUMMARY:

The Berlin Parks and Grounds Department is requesting to utilize \$107,884 funds from the DEEP Grant for the renovation of Biscoglio Field to purchase the following:

- A Kubota 6000HSTC tractor (\$55,000) with attachments that will be used for maintenance for the synthetic field (sweeping and grooming), as well as snow removal for access to walkers to Berlin High School when school is in session.
- Six Generac light towers (\$52,884) that will give the ability for extended usage on the field for youth and high school events.

Both of these purchases were included in the planning process, as well as the bid documents for construction of this field.

ACTION NEEDED:

Move to approve the purchase of one Kubota 6000HSTC tractor with attachments from M.B. Tractor & Equipment utilizing Sourcewell contract #031121-KBA in an amount not to exceed \$55,000. and the purchase of six Generac light towers utilizing Sourcewell contract #020923-GNR in amount not to exceed \$52,884.

ATTACHMENTS:

Sufficiency of Funds

PREPARED BY:

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



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 26-May-23

Purchase Item or Contract: Grounds		Requested by: S. Wood/J. Ochoa	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Kubota Tractor	\$55,000.00	\$55,000.00
1.00	Generac Light Towers	\$52,884.00	\$52,884.00
			-
			-
			-
			-
Account No. 500.25.2545.0.54000.00772			TOTAL \$107,884.00

Budgeted Amount.....	\$2,774,254.00	Available balance.....	\$194,892.48
Encumbrances to Date.....	\$2,174,334.77	Amount Needed for This Package.....	\$107,884.00
Expenditures to Date.....	\$405,026.75	Available Balance After Purchase.....	\$87,008.48

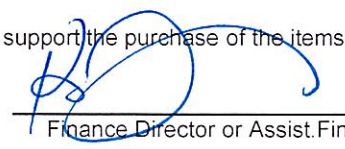
Is a budget change needed? ☐ Yes ☒ No

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

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

or:

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


Finance Director or Assist. Finance Director

Finance Director or Assist. Finance Director

