



TOWN OF BERLIN

Town Council

PROCLAMATION

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

Madelyn Lazzara

on earning the Girl Scout Gold Award, Girl Scouts of Connecticut.

Madelyn's Gold Award Project was L.O.R.E.S. (Love of Reading in Elementary Schools). She was able to create a website that allows students to listen along to portions of a book through videos of high school volunteers reading books at varying levels. The goal of her project was to spark the student's interest in continuing to read the books on their own and develop the love of reading.

Madelyn is a member of Girls Scouts of America, Troop 66495. She was a Bronze and Silver Award recipient. Madelyn enjoys photography, ballet, and soccer. She is a member of Interact and Upbeat.

In recognition of her commitment to her family, community, and the principles of Girl Scouts, the Town Council congratulates Madelyn and extends best wishes to her in all of her future endeavors.

Dated this 22nd day of May, 2023 at Berlin, Connecticut.

Mark H. Kaczynski, Mayor

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 8, 2023

SUBJECT: Correction to Sidewalks List for Community Connectivity Grant Application

Summary of Agenda Item:

At its meeting on June 6, 2023, the Town Council authorized a Connecticut Connectivity Grant Program (CCGP) application and made a section 8-24 referral regarding a sidewalk project. The sidewalk segment between Kensington Road from Norton Road to Steeple View Drive was discussed in the write up but not included in the actions. Therefore, revised actions are requested to include this segment.

Actions Needed:

Move to authorize the Town Manager to apply for a Community Connectivity Grant in an amount of up to \$800,000 for sidewalks on Four Rod Road from Winding Meadow Drive to Norton Road, on Percival Avenue from Carbo Lane to Percival Field, on Robbins Road from Town Drive to Timberwood Road, on Kensington Road from Norton Road to Steeple View Drive, and on Norton Road, east and west of Cole Lane.

Move to refer the project for the construction of sidewalks on Four Rod Road from Winding Meadow Drive to Norton Road, on Percival Avenue from Carbo Lane to Percival Field, on Robbins Road from Town Drive to Timberwood Road, on Kensington Road from Norton Road to Steeple View Drive, and on Norton Road, east and west of Cole Lane to the Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes.

Attachments:

None

Prepared By:

Jim Mahoney, Economic Development Coordinator

Mike Ahearn, Public Works Director

Chris Edge, Economic Development Director

CE

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 09, 2023

SUBJECT: Accept Library Donations

SUMMARY:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	1,000.00	Library Agency Acct.	for purchase of adult fiction	Mr. and Mrs. Ronald Cook
	651.43	FOL Credit Card Acct.	adult summer reading prizes and child/teen summer reading brag tags	Friends of the Library
	893.61	FOL Misc. Acct	adult program materials and a child/teen program	Friends of the Library
	2,545.04			

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

ACTION NEEDED:

Move to accept monetary donations totaling \$2,545.04 and deposit \$1,000.00 into the library agency account for the purchase of adult fiction and deposit \$651.43 into the friends of the library credit card account for the purchase of adult summer reading prizes and child/teen summer reading brag tags and deposit \$893.61 into the friends of the library miscellaneous account for adult library program supplies and a child/teen program.

ATTACHMENTS:

None

PREPARED BY:

Kimberly McNally, Director

Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 7, 2023

SUBJECT: CYSA Grant

Summary of Agenda Item:

A Special Meeting was held on June 6, 2023 at 6:45 p.m. of electors and citizens to approve the non-budgeted appropriation of the State of Connecticut Youth Services Bureau Grant in the amount of \$3421.00.

Action Needed:

Move to 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

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 14, 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*
June 1, 2023 to June 10 , 2023	\$ 100.00 Ck # 5801 - 7776	Animal Care	Thomas Ottman Berlin
	\$ 100.00 Ck# 1782	Animal Care	Willard School Berlin
	\$ 200.00 (value)	Kitten food & formula	F.O.B.A.C. Berlin

* Unless a name is mentioned, donors requested anonymity

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 200.00 for Animal Care and supplies valued at \$ 200.00

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

May 27, 2023

Emma Hart Willard School
1088 Norton Road
Berlin, CT 06037

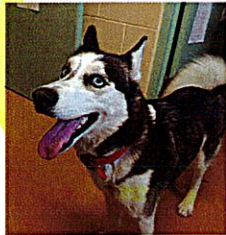
Dear Willard School,

Thank you very much for the generous donation of \$100 in honor of Laura Leary, Berlin High School bakery and in memory of Tony Celella. We are honored to accept the donation as it will help the animals in our care.

Thanks again.

Sincerely,

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



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



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

May 27, 2023

Thomas Ottman
53 Westview Terrace
Berlin, CT 06037

Dear Thomas,

Thank you very much for the generous donation of \$100. We are honored to accept the donation as it will help the animals in our care. Your continuous support of our Municipal Shelter is greatly appreciated.

Thanks again.

Sincerely,

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



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

Consent⁺

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Lieutenant Michael Jobes Berlin Police Department

DATE: June 13, 2023

SUBJECT: Request for Fee Waiver -Berlin Fire Department Car Show

Summary of Agenda Item:

The Berlin Fire Department has been holding a car show/touch a truck event for the past 9 years. Each year the event gets bigger and bigger, hopefully this year will be no exception to that. Last year the event had approximately 250 show cars, plus race cars and a large "Touch-a-Truck" for the kids.

The Fire Department makes no money off of this event as all proceeds are donated to local veterans to assist the less fortunate veterans.

Action Needed:

Move to waive \$752.60 in fees associated with the hiring of two Police officers to cover the Berlin Fire Department Car Show May 27, 2023.

Attachments:

Fee Waiver Form

Prepared By:

Michael Jobes, Police Lieutenant, Town of Berlin





TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Berlin Fire Department	Date: 6/12/2023
Contact Name: James C. Simons	
Phone Number: 860-828-7078	
Event: Berlin Fire Department Car Show	Date of Event: 5/27/2023
Location of the Event: Sage Park	
What fee do you want waived: Waive the fees associated with the hiring of two Police Officers. The amount charged is \$752.60.	
Identify the hardship incurred: Not budgeted	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: All proceeds are donated to our local veterans to assist the less fortunate veterans.	

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.

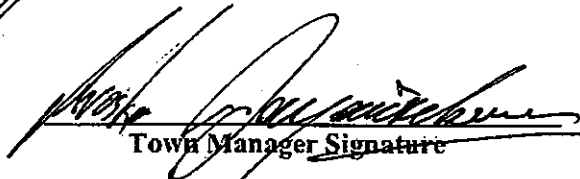
TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: Berlin Fire Dept

Comments:


Signature

6-12-23
Date


Town Manager Signature

6/12/23
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. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 9, 2023
SUBJECT: Donations for K9 Program

Summary of Agenda Item:

The Police Department has received \$265 in donations to the K9 Program.

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

Action Needed:

Move to accept the donations of \$265 and appropriate the funds to the Police K9 Program Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe *DC*

Consent

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 13, 2023

SUBJECT: Donation for supplies.

Summary of Agenda Item:

The Police Department has received \$525 in donations for supplies.

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

Action Needed:

Move to accept the donations of \$525 and appropriate the funds to the Supplies Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe

Consent
8
Agenda Item No.
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 8, 2023
SUBJECT: Request for Fee Waiver – St. Paul Parish Friar 4 Miler Run/Walk Gathering on the Green

Summary of Agenda Item:

St. Paul Parish will be hosting a town wide event, Friar 4 Miler Run/Walk Gathering on the Green, on Saturday, August 12, 2023. The event is a combination of the 4 Mile Walk/Run, Social Gathering on the Green which includes music, games and fellowship. There is no participating fee, but all applicants are encouraged to bring a non-perishable food donation for the St. Clare Food Pantry. St. Paul is a non-profit religious organization that supports local communities in many ways.

St. Paul Parish has requested the assistance of the Berlin Police Department to help with traffic control at the church and designated intersections. It is estimated that the cost for 5 officers will be approximately \$2,990.00.

Action Needed:

Move to approve the request of the St. Paul Parish to waive all fees associated with having Berlin police officers at the Friar 4 Miler Walk/Run event to help control traffic. The total amount of the fee to be waived is approximately \$2990.

Attachments:

Fee Waiver Form
St. Paul Benefits the Town of Berlin
Friar 4 Miller Flyer and Map
Berlin Police Department Neighborhood Event Sheet

Prepared By:

Michael Jobes, Lieutenant Berlin Police Department



TOWN OF BERLIN Request for Fee Waiver

Requesting Organization:	Date: 6/7/2023
Contact Name: MAURA GAFFNEY	
Phone Number: 860-828-0331 or 860-538-7450	
Event: Friar 4 Miler	Date of Event: 8-12-2023
Location of the Event: ST. PAUL CHURCH & SURROUNDING ROADS	
What fee do you want waived:	\$2989.75
BERLIN POLICE DEPT. - TRAFFIC CONTROL / ROAD CLOSURES	
See attached.	
Identify the hardship incurred:	
PLEASE SEE ATTACHED	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:	
PLEASE SEE ATTACHED	

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 PARISH

Comments:

Mam Gaby
Signature

6/7/2023
Date

[Signature]
Town Manager Signature

6/12/23
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.

Identify the hardship incurred:

St. Paul Parish is a non-profit religious organization. Our parishioners support the local community in many ways. Participants in the "2023 Friar 4 Miler" will be asked to donate items to our St. Clare Food Pantry as their "entry fee" for this event. If the Parish is required to pay the fee* (see below) for police presence (traffic control/road closures), the event will likely be canceled.

The Parish hosted a small 'trial run' of this event last year (8/2022), where the roads were not closed, and it was decided that for safety reasons, it would only be held again if the roads were closed. (It was deemed particularly dangerous coming up over the hill on Hart Street.) The option to charge participants a fee to cover the cost is not feasible as it would negatively impact donations to the Food Pantry.

*Estimated costs from Berlin Police Department as of 6/7/2023 (pending approval of labor contract which begins July 1, 2023):

5 Officers @ \$103.59 per hour x 4 hours = \$2071.80

Town of Berlin surcharge 25% = \$517.95

5 Police cruisers @ \$20/hour x 4 hours = \$400

Total Cost = \$2,989.75

Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:

St. Paul Parish has a long-history as an integral and valuable member of the Berlin Community, providing many services, both physical and spiritual, to local residents. Below are just a few of the ways in which the parish supports the local community:

- The **St. Clare Food Pantry** at St. Paul Parish is an ongoing, weekly collection of nonperishable food items that are distributed to the Mobile FoodShare Program at the Sacred Heart Church campus in East Berlin, the Town of Berlin Food Pantry, and the Friendship Center in New Britain. In addition to weekly food donations, the St. Clare Food Pantry, through donations from our parishioners, provides Thanksgiving meals for 30 Berlin families in need, easing the burden on the Berlin Food Pantry to provide for these families. There are several other special collections held throughout the year as well.
- Members of our **Helping Hands Ministry** provide support to local senior citizens on a regular basis, many of whom are alone or homebound or separated from their loved ones. Our **Helping Hands** volunteers call or visit these local seniors at home to check in on them, spend time socializing with them, deliver groceries when needed, help with simple household chores, etc. This service is greatly appreciated by our seniors, many of whom are life-long residents of Berlin and who have made valuable contributions to the community over the years. Helping Hands volunteers visit residents at Ledgecrest Health Care and Worthington Manor as well, providing moral, spiritual and physical support to the elderly.
- Our **Social Action** and other ministries support those in need within our community in many ways: providing Christmas gifts to residents of the Klingberg Family Centers, Worthington Manor Retirement Center, Ledgecrest Health Care Center, CCARC and more through our Angel Tree project, providing Easter baskets to recovering victims of sex trafficking, providing free home repairs to local residents in financial need through the HomeFront project, and more.
- Spiritual Leadership - Our Franciscan Friars participate in civic ceremonies and special events held throughout the year, such as the Memorial Day and Veterans Day Ceremonies at Veterans Park, providing special blessings or benedictions for the community.
- Our parish **Knights of Columbus** Council #3675 hosts events, such as blood drives, winter coat drives, collections for veterans, and provides scholarships for local students. The **New Britain Council of Catholic Women**, another parish-affiliated group, provides scholarships to local students as well. Our parish **Boy Scout Troop 44** provides the opportunity for local youth and gives back to the community in many ways.

As this is a charitable, community-building, healthy family-friendly event, we would be very grateful if the Town would waive the police fee for traffic control and road closures. Thank you for your consideration.

JOIN US FOR THE SECOND ANNUAL
ST. PAUL PARISH

DRAFT

FRIAR 4 MILER!

SATURDAY, AUGUST 12, 2023



All are welcome to join us for:

⇒ 4pm Mass at St. Paul Church

⇒ 4 mile Walk/Run

5:00pm start (see map on back!)

⇒ Social Gathering

Family & friends of participants are welcome to gather on the Green during and after the event to enjoy music, games, and fellowship!

- ◇ T-shirts will be available for pre-order. Order by _____!
- ◇ Bring your own chairs/blankets
- ◇ Water bottles and [food ? TDB] will be provided for walkers and runners.
- ◇ Register online by _____!
- ◇ Rain date: _____.

To REGISTER and
GET ALL THE DETAILS,
visit our parish website!

QR CODE
HERE

<https://stpaulkensinton.org/friar-4-miler>

There is no participation fee.

All participants are invited
to bring a non-perishable
food donation for our
St. Clare Food Pantry.

Start - Alling St. in front of church
 RIGHT on Sterling Dr.
 Follow onto York Rd / Shultz Rd.
 RIGHT onto Alling St.
 LEFT onto High Rd.
 LEFT onto Hart St.
 RIGHT onto Robindale Dr.

LEFT onto Glen St.
 LEFT onto Sheldon St.
 LEFT onto Percival Ave.
 RIGHT onto Main St.
 LEFT onto Grove Hill.
 RIGHT onto Alling St.





BERLIN POLICE DEPARTMENT

Community Relations Team
crimewatch@berlinpd.org

Neighborhood Event Sheet

One of our goals for the neighborhood watch program is to provide an opportunity for our officers to assist with and become involved in our local events. Below you will find a sheet to request assistance or participation in your event. You will be able to work with your local Community Relations Officer to plan your neighborhood event.

Date: 8/12/2023 Time: 4-7pm Location: St. Paul Church & surrounding roads
*see details attached

St. Paul Parish
Maura Gaffney, Communications 860-538-7450

Event Host: _____ Contact Number: _____

Description of the event: "Friar 4 Miler" Run / Walk and "Gathering on the Green"

See attached map of proposed Run/Walk which would begin at 5:00pm. Runners/Walkers
would be finished by 6:30 (latest). During the Run/Walk there would be a family-friendly
gathering on the Parish Green with games, music, etc.

Resources needed for the event (road closure, signs, officer presence, etc.):

Request to close roads from start of Run/Walk (5pm) to close of Run/Walk (6:30pm latest)

See attached map for specific roads.

Also request to close Alling Street in front of Saint Paul School/Church during event.

We would be happy to have officer and canine presence if available.

We will be collecting canned goods for our Food Pantry as part of this event.

Consent

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 12, 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 \$57,500.00, 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 20, 2023

<u>Department</u>	<u>GL Account #</u>	<u>From</u>	<u>To</u>	<u>Explanation</u>
Police	001.15.1532.0.51120.00000		\$500.00	The retroactive payment for the Deputy Chief overlapping period is more than the available budget amount. Funds are available in the Police Personnel account due to the number of vacancies.
	001.15.1532.0.51140.00000	\$500.00		
Golf				
	001.25.2543.0.54000.01504		\$20,000.00	The core components for the Golf Course irrigation system are failing. The system was reset twice in the four days at the beginning of June 2023. The system is so old that replacement are not available. This transfer will fund replacing the control and VFD assembly along with labor and a small contingency in case other issues are discovered during replacement.
	001.25.2543.0.52110.00000	\$18,750.00		
	001.25.2543.0.51805.00000	\$1,250.00		
Townwide				
	001.05.0507.0.53940.00000		\$10,000.00	Due to the increased volume of advertising undertaken by the Town throughout FY23, the account is overbudget.
	001.05.0507.0.53913.00000	\$10,000.00		
Library				
	001.25.2544.0.51325.00000		\$12,000.00	
	001.25.2544.0.52200.00000	\$8,000.00		Due to employees on maternity leave, Clerical Personnel and Substitutes were used for coverage. As a result, the Clerical Personnel and Substitute accounts are overbudget.
	001.25.2544.0.51120.00000	\$4,000.00		
Schools				
	001.35.3561.0.51500.00000		\$15,000.00	Due to inflation, the cost of water was more than budgeted in FY23 for the pools and various locations where the Town waters.
	001.35.3561.0.53102.00000	\$15,000.00		
GENERAL FUND TOTAL		<u>\$57,500.00</u>	<u>\$57,500.00</u>	

	\$0.00	\$0.00
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WATER CONTROL TOTAL

	\$0.00	\$0.00
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CAPITAL PROJECTS TOTAL

	\$57,500.00	\$57,500.00
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GRAND TOTAL



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Police	Fiscal Year:	FY2023	Date:	6/9/23
To Acct #:	Description:	Amount:	Requested by:		
001.15.1532.0.51120.00000	Professional Personnel	\$500.00	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	\$500.00	<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):

The retroactive payment for the Deputy Chief overlapping period is more than the available budget amount. Funds are available in the Police Personnel account due to the number of vacancies.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **6/12/23**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:


Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	43-Golf	Fiscal Year:	2022-23	Date:	6/11/23
To Acct #:	001.25.2543.0.54000.01504	Description:	Irrigation System	Amount:	\$20,000.00
				Requested by:	Sol Guerrero
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	001.25.2543.0.51805.00000	Description:	Longevity	Amount:	\$1,250.00
	001.25.2543.0.52110.00000		Unemployment		\$18,750.00
				Approved by:	

Contingency Balance (If applicable):

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

The core components for the Golf Course irrigation system are failing. The system was reset twice in the four days at the beginning of June 2023. The system is so old that replacement are not available. This transfer will fund replacing the control and VFD assembly along with labor and a small contingency in case other issues are discovered during replacement.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **6/12/23**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TOWN OF BERLIN

BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Town Wide - 0507	Fiscal Year:	2022/2023	Date:	6/9/23
To Acct #:	001.05.0507.0.53940.00000	Description:	Advertising	Amount:	\$10,000.00
				Requested by:	Christi Sullivan

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

From Acct #:	001.05.0507.0.53913.00000	Description:	Postage & Electronic Trans	Amount:	\$10,000.00
				Approved by:	

Contingency Balance (If applicable):

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

Funds needed to cover advertising costs for May and June

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:	6/12/23
Comments:				

Section 3: 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 4: To be completed by Finance Department:

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

Requesting Department ☐ Town Manager ☐ Town Council ☐
Finance Department ☐ Town Auditor ☐ Treasurer ☐

Amount of Transfer:	To Account #:	From Account #:
Amount of Transfer:	To Account #:	From Account #:



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:


Department:	Library	Fiscal Year:	2022-23	Date:	6/9/23
To Acct #:	Description:	Amount:	Requested by:		
001.25.2544.0.51325.00000	Substitutes	\$12,000.00	K. McNally		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
001.25.2544.0.52200.00000	Pension	\$8,000.00			
001.25.2544.0.51120.00000	Professional Personnel	\$4,000.00	VD		

Contingency Balance (If applicable):

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

Due to employees on maternity leave, Clerical Personnel and Substitutes were used for coverage. As a result, the Clerical Personnel and Substitute accounts are overbudget.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:	6/12/23
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:
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TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: **Schools** Fiscal Year: **FY2023** Date: **6/9/23**

To Acct #: 001.35.3561.0.51500.00000	Description: Summer Programs/Field Trips	Amount: \$15,000.00	Requested by: A. Piatek
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Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #: 001.35.3561.0.53102.00000	Description: Electricity	Amount: \$15,000.00	Approved by: 
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Contingency Balance (If applicable):

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

The summer programs/field trips account is overbudget due to the number of field trips/break camps in FY23.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **6/12/23**

Comments:



Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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consent
Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 9, 2023

SUBJECT: State Matching Grant Program SFY 2024 for Elderly and Disabled Demand Responsive Transportation.

Summary of Agenda Item:

The Senior Center has received the SFY 23/24 Management Plan for our State Matching Grant Program for Elderly and Disabled Demand Responsive Transportation. This application is for our 17th year of funding in the amount of \$30,869. This amount has increased from the previous years. The funds are used to cover the wages of our per diem bus drivers. There is no matching requirement on the town's part.

Action Needed:

Move to authorize to apply and accept the Senior Center Director to apply for the 17th year of funding in the amount of \$30,869 for the State Matching Grant Program SFY 23/24 for Elderly and Disabled Demand Responsive Transportation to cover the wages of the Senior Center per diem bus drivers.

Attachments:

None

Prepared by:

Christine Doyle, Berlin Senior Center Director



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
THE TOWN OF BERLIN

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 20, 2023 at 7:00 p.m. for the purpose of holding a public hearing on the proposed lease agreement as follows:

Town Council 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.

Copies of said proposed contract are on file open to public inspection at the Office of the Town Clerk.

Dated at Berlin, Connecticut this 7th day of June 2023.

Kate Wall
Town Clerk

NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 20, 2023 at 7:00 p.m. for the purpose of holding a public hearing on the proposed sale of public property as follows:

Sale of 143 Percival Avenue and lease of a portion of Map 8-4, Block 54, Lot 65 to the Berlin Housing Authority.

Copy of said proposed survey map is on file open to public inspection at the Office of the Town Clerk.

Dated at Berlin, Connecticut this 7th day of June 2023.

Kate Wall
Town Clerk

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 13, 2023
SUBJECT: Police Pension - Resolutions to be Adopted

SUMMARY:

The drafted Police Pension Plan document was proposed to the Town Council during the June 6, 2023, meeting for review and discussion.

The Town of Berlin (the "Town") maintains the Town of Berlin Retirement (Defined Contribution) Plan (the "Berlin Defined Contribution Plan") for the benefit of certain eligible police officers of the Town.

The Town of Berlin Police Benefit Fund (the "Benefit Fund") as a new defined benefit plan for the benefit of certain Town police officers.

Town police officers who are currently active participants in the Berlin Defined Contribution Plan shall have the option to elect during a sixty (60) day window beginning on July 1, 2023, to elect to participate in the Benefit Fund in lieu of continuing active participation in the Berlin Defined Contribution Plan.

The Berlin Defined Contribution Plan needs to be amended in order to: (i) exclude all Town police officers hired on or after July 1, 2023 from participating in the Berlin Defined Contribution Plan; (ii) cease the active participation in the Berlin Defined Contribution Plan for those Town police officers that elect to participate in the Benefit Fund; (iii) provide for the transfer of his or her entire account (not to exceed the "buy-in" amount) under the Berlin Defined Contribution Plan to the Benefit Fund; and (iv) include such other modifications as in the opinion of pension counsel for the Town are necessary or desirable to effectuate the intention thereof.

ACTION NEEDED:

Move to approve that the Benefit Fund, in the form presented to this meeting, be and hereby is approved and adopted, together with such modifications as in the opinion of counsel for the Town are necessary or desirable to effectuate the intention thereof and to comply with the requirements of the Internal Revenue Code of 1986, as amended.

Move to approve that participants in the Benefit Fund shall be required to contribute eight percent (8%) of his or her compensation to the Benefit Fund, and the Town shall pick-up participant contributions required to be made to the Benefit Fund, in accordance with Internal Revenue Code Section 414(h)(2), so that such contributions will be treated as employer contributions for Federal income tax purposes and will not be included in the current income of participants.

Move to approve that the assets of the Benefit Fund shall be held in trust, with an individual or corporate fiduciary, as duly appointed by the Town Council, serving as the trustee of the Benefit Fund for the exclusive benefit of the Benefit Fund participants and their beneficiaries, and that the assets of the Benefit Fund shall not be diverted to any other purpose.

Move to approve that the Berlin Defined Contribution Plan shall be amended to: (i) exclude all Town police officers hired on or after July 1, 2023 from participating in the Berlin Defined Contribution Plan; (ii) cease the active participation in the Berlin Defined Contribution Plan for those Town police officers that elect to participate in the Benefit Fund; (iii) provide for the transfer of his or her entire account (not to exceed the "buy-in" amount) under the Berlin Defined Contribution Plan to the Benefit Fund; and (iv) include such other modifications as in the opinion of pension counsel for the Town are necessary or desirable to effectuate the intention thereof.

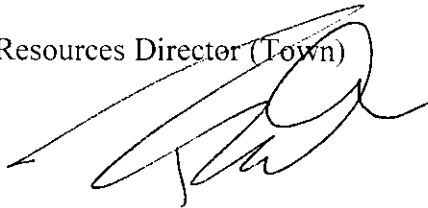
Move to approve that the Town Manager, the Finance Director, or any other officer of the Town designated by the Town Manager be, and hereby is, authorized and empowered, for and on behalf of the Town, to execute such documents and to take any and all other actions which may be necessary or desirable in order to effectuate the intention of the foregoing resolutions.

ATTACHMENTS:

Police Pension Plan Document

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)

A handwritten signature in black ink, appearing to read 'Paula', with a large, stylized flourish extending from the end of the signature.

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.

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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: June 13, 2023
SUBJECT: Berlin Police Union, Fraternal Order of Police Lodge 56 Union Contract

SUMMARY:

- An agreement between the Town of Berlin and the Berlin Police Union has been made. The Union has unanimously voted to approve the contract.
- The length of this agreement is from July 1, 2023 – June 30, 2026.
- Notable changes to this new contract:
 - Salary Increases: 2.25% for FY 2023, 2.50% for FY 2024, and 2.75% for FY 2025
 - All fulltime members will receive a 1.00% Law Enforcement Service Stipend effective for all three (3) years of the contract on July 1, 2023, July 1, 2024 and July 1, 2025 in addition to the base wage salary increases outlined in 16.4. The stipend will be in the form of an augmentation to base wages.
 - Section 5.1a – Added language:

Upon ratification of this agreement, and when staffing levels allow for six (6) filled Patrol Officer slots on each of the three (3) shifts, the following schedule for Patrol Officers shall take effect, subject to renegotiation until June 30, 2024. Patrol Officers will work five (5) days with three (3) days off. Each workday shall consist of nine (9) hours. In any calendar week, Patrol Officers may work between thirty-six (36) and forty-five (45) hours on a regular assigned basis and will receive forty (40) hours pay for the work week.
 - Section 5.3a – Added language:

Upon implementation of Section 5.1a of this agreement, the workday shall consist of the following shifts:

Patrol Officers
Days 0630-1530

Eves 1430-2330
Mids 2230-0730

Patrol Sergeants

Days 0630-1530
Eves 1430-2330
Mids 2230-0730

- Section 5.13a. – Added language:

Compensatory Time, as identified above, can be used in one (1) hour increments at the beginning or end of shift outside the normal protocol of time-off approval. The request must be made four (4) hours prior to the beginning of the shift, provided that a request to leave early cannot cause a patrol shift to fall below minimum staffing. All paid time-off requests submitted in four (4) or eight (8) hour blocks shall take precedence over and supersede requests to start late or leave early under this article. Usage of Compensatory Time under this article in conjunction with time-off shall not preclude any officer from being ordered in to work under per Appendix II. All requests under this article can be denied or withdrawn at any time at the sole discretion of the shift supervisor based on the operational needs of the Department.

- Section 8.3d – Added language:

Paternity (or non-birthing parent) leave for the birth of a child shall not exceed thirty (30) consecutive days of member's sick leave.

- Section 8.4 – Added language:

Maternity Leave shall be granted in accordance with the Federal Family and Medical Leave Act which entitles employees up to twelve (12) weeks of leave within a 12-month period (total FMLA leave determined by employee's physician via medical certification). FMLA requests must be submitted to the Human Resources department at least thirty (30) days prior to the start of your leave. FMLA is unpaid, however if you have sick, vacation or personal time accrued, the employee will be required to exhaust their accrued time while under FMLA.

- Section 15.4c – Added language:

Participants who opt to participate in the 2023 Defined Benefit Retirement plan shall have the option of enrolling the Lloyds of London (or equivalent) Disability plan at a 50% cost share. The member will be responsible for 50% of the premium cost share, and the Town will pay for the remaining 50% of the premium cost share.

The Human Resources department is requesting Town Council approval of this union contract.

ACTION NEEDED:

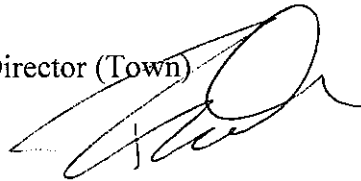
Move to approve and authorize the Town Manager to enter into a contract with the Berlin Police Union, Fraternal Order of Police Lodge 56 from July 1, 2023 through June 30, 2026.

ATTACHMENTS:

Union Contract

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)

A handwritten signature in black ink, appearing to read 'Paula Carabetta', is written over the printed name.

AGREEMENT
BETWEEN
THE TOWN OF BERLIN, CONNECTICUT
AND
BERLIN POLICE UNION,
FRATERNAL ORDER OF POLICE LODGE 56

July 1, 2023 – June 30, 2026

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AGREEMENT

This AGREEMENT is entered into as of July 1, 2023 by and between the Town of Berlin (hereinafter called the "Town"), and the Berlin Police Union, Fraternal Order of Police Lodge 56, (hereinafter referred to as the "Union").

It is the intention of the parties in entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate rights and needs of the members of the Union as well as the obligation of the Town to protect the public safety consistent with the traditions exhibited in the line of duty by police officers everywhere.

Wherever necessitated in this Agreement, the Berlin Police Department shall be referred to as the "Department", and the Department Head shall be referred to as the "Chief". Now, therefore, in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I

UNION RECOGNITION

1.1 The Board of Police Commissioners of the Town of Berlin, Connecticut, pursuant to the authority of MERA, as amended, having been furnished with satisfactory evidence that a majority of the sworn employees of the Berlin Police Department have designated the Fraternal Order of Police Lodge 56, Berlin Police Union, as the exclusive bargaining representative for all employees in the classification of Officer, Detective, Sergeant and Lieutenant on the Berlin Police Department excluding all other employees.

ARTICLE II

THE RIGHTS OF THE TOWN

2.1 Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers and authority held by the Town and any of its Departments, Agencies, Commissions or Boards pursuant to any Charter, General or special statute, ordinance regulation or other lawful provision, over matters involving the municipality and the complete operational control over the policies, practices, procedures and regulations with respect to employees of the Police Department shall remain vested solely and exclusively in the Town of Berlin.

2.2 It is expressly agreed that practices with respect to wages, hours and conditions of employment that are not addressed by a specific provision of this Agreement are mandatorily

negotiable in accordance with the provisions of the Municipal Employee Relations Act.

ARTICLE III

UNION SECURITY

3.1 Upon the submission of a voluntary written authorization signed by a member of the bargaining group, the Town agrees to deduct from the salary of the member an amount equal to the membership dues by means of payroll deductions.

3.2 The deductions shall be made each payday and shall be remitted to the Union.

3.3 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE IV

SENIORITY/PROMOTION TESTING

4.1 Seniority shall be defined by total continuous length of service in the member's job classification except that in the case of vacations and layoffs, seniority shall be determined by the member's total continuous length of service in the Department.

4.2 Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed on the same day shall be determined by their relative position on the qualifying examination, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed and so on down in that order.

4.3 Each member shall serve a one (1) year probationary period commencing with the date of certification. During such period, the member may be discharged by the Town without recourse to the Grievance and Arbitration provisions of this Agreement by either the Union or the member. During the first six (6) months of the probationary period, a member may be scheduled by the Chief to a particular shift, for training and experience.

4.4 In filling any promotional vacancy within the bargaining unit, the Board of Police Commissioners shall appoint one of the three (3) candidates with the highest passing marks on the examination. Notice of the examination shall be posted on the Union Bulletin Board and Power DMS (or subsequent system) at least sixty (60) days prior to said testing date.

Examinations will be created by an independent, outside entity chosen by the Town, and shall be composed of:

Written Test.....	60%
Oral Test.....	40%

Candidates must meet minimum experience and training and other requirements to be admitted to the examination. Once admitted, all candidates may take all phases of the examination. No designated passing grades shall be used for any one phase of the examination process. When all phases are complete, the combined weighted score must be 70% or greater to be deemed passing. If the candidate standing highest on the promotional eligibility list is bypassed for promotion, at said candidates written request, within thirty (30) days of posting the Town shall explain to said candidate the reason for the bypass.

When a candidate invokes a review and appeal of test procedures pursuant to General Order 34.1.1.IVA2a, the appeal provided for therein must be filed within (7) seven days of the candidate's completing the test. Appeals will be in accordance with the challenge process established by the testing company providing the written testing material. The Union will be notified of this process not less than seven (7) days prior to the administration of the written test.

The recommendations of the reviewing authority shall be implemented and the results of the review and appeal procedure set forth in revised Article 4.4 shall be binding on all parties and not subject to further grievance and appeal beyond step 2 of the collective bargaining agreement.

4.5 A member's seniority shall be considered as broken if the member voluntarily quits, is discharged or terminated for just cause, is absent from work when scheduled for three consecutive days without notifying the Department or fails to return to work within fifteen (15) days after notice of recall from a layoff. Seniority that is "broken" shall mean that it is reduced to zero (0).

4.6 In the event of a reduction in force, layoff shall be in inverse order of hiring and recall shall be by seniority.

4.7 A seniority list of sworn employees in the Department shall be given to the Secretary of the Union by the Chief and the list shall be kept up to date by the Chief.

4.8 All members assigned temporary duty or performing duties of a higher classification shall be paid a higher rate of pay. That rate being of the same rate normally paid for the duties being performed. When speaking of job classification, it is to mean any and all duties not normally performed in one's own classification. However, no member shall be entitled to the higher rate of pay if the member is serving in the post for on-the-job training purposes only, as designated by the Chief. Said training period shall not exceed ninety (90) calendar days in length and shall not be

used more than once every twelve (12) months for the same member, nor shall any member have more than one ninety (90) calendar days training period in any year, and provided further that such member shall not replace a regular member assigned to that position.

4.9 A member shall have three years of experience to be eligible for promotion to Detective. Upon the separation of the current promoted Detective, all Detective positions will be acting positions not to exceed six (6) years in duration. The Youth Officer shall be deemed an Acting Detective during tenure as Youth Officer, but shall not be subject to the six (6) year limitation and may be extended at the Chief's discretion. Absent exigent circumstances, a 14-day notice will be provided to a member whose assignment is changing.

4.9a The rank structure of the Department shall include at a minimum, 3 Lieutenants, 7 Sergeants, and 4 Detectives, upon the separation of service of the current promoted detective, or earlier at the discretion of the Chief, the rank structure of the Department shall include, at a minimum, three lieutenants, eight sergeants, and four detectives, with one of the detectives designated as the youth officer.

4.10 **Detective On-Call.** Personnel assigned to the Investigations Division may be required to respond to after- hours calls. An on-call list shall be established to schedule these officers for on call status. The on-call rotation schedule shall be designed such that each detective shall be designated as the on-call detective for a period of time to be determined by the Division Commander. The on-call detective shall be required to carry a cell phone during non-work hours for the duration of on call status for the purpose of being called to work during such non work times. In the event the scheduled on-call detective is unable to respond to call outs for any reason, the detective shall be required to notify the Division Commander in order to be relieved of on call duty. In the event that no detective is available to be on call, the Town may, in its sole discretion, direct a member of the police command staff to be on call.

There shall be rotated monthly among the detectives the duty of being on- call for the weekend. The on-call detective shall be furnished with a Town automobile and necessary investigative equipment during the weekend upon which such detective is on-call. On-call detectives shall maintain themselves in a fit-for-duty condition. On-call detectives may trade their weekend with other detectives upon notification and approval of detective commander on a weekly basis or any part thereof.

ARTICLE V

HOURS OF WORK

5.1 The basic workweek for members assigned to the patrol division shall be as follows: Each Patrol Officer will alternate weekly working five (5) days with two (2) days off, then work five (5) days with three (3) days off. Each workday shall consist of eight and one half (8 1/2) hours. In any calendar week, a Patrol Officer may work between thirty-four (34) and forty-two and one half (42 1/2) hours on a regular assigned basis and will receive forty (40) hours pay for the workweek. The basic workweek for Patrol Sergeants shall be as follows: Each Patrol Sergeant will work five (5) days with three (3) days off. Each workday shall consist of nine (9) hours. In any calendar week, a Patrol Sergeant may work between thirty-six (36) and forty-five (45) hours on a regular assigned basis and will receive forty (40) hours pay for the workweek.

5.1a Upon ratification of this agreement, and when staffing levels allow for six (6) filled Patrol Officer slots on each of the three (3) shifts, the following schedule for Patrol Officers shall take effect, subject to renegotiation until June 30, 2024. Patrol Officers will work five (5) days with three (3) days off. Each workday shall consist of nine (9) hours. In any calendar week, Patrol Officers may work between thirty-six (36) and forty-five (45) hours on a regular assigned basis and will receive forty (40) hours pay for the work week.

The schedule of Patrol Officers and Patrol Sergeants shall be based on a day shift/evening shift rotation and a midnight bid shift. A member scheduled to work patrol duties on the midnight shift, or any part thereof, will receive a shift differential for all hours worked on that shift of \$1.75 per hour above the member's base rate of pay. The shift differential shall not be included in the calculation of the overtime rate. A member whose work carries into the midnight shift shall not be eligible, unless scheduled. The day and evening shifts shall rotate after the completion of four (4) workweeks. Such change of shift shall commence upon return to work from scheduled days off. Patrol Sergeants may need to adjust their day/evening rotation to maximize supervision of their assigned personnel. Such adjustment shall be mutually agreeable between labor and management and usually during the fourth rotation cycle. The midnight shift shall work sixteen (16) consecutive weeks (midnight shift rotation). The number of members assigned to each shift shall be as the Chief deems necessary. Minimum staffing will remain at 3 Patrol Officers and a supervisor for each shift.

The Union shall be solely responsible for filling the midnight shift positions. The Union shall provide the Chief with a list of members to be assigned to the midnight shift with at least sixteen (16) weeks-notice prior to any midnight rotation.

New members shall be assigned to the Field Training Officer (FTO) Program. Said members may be transferred to different shifts and/or divisions, and their days off may be changed to correspond with the assigned Training Officer's days off. Upon successful completion of the FTO program, a new member shall be assigned to a patrol position based on the operational needs of the Department.

Members who remain on either the day/evening rotation or midnight shift shall not have their days off changed. Members transferring from the day/evening rotation to midnights, or midnights to days/evenings may be required to have their new days off changed to correspond with their new assignments. When such change occurs, the member's days off will stay as consistent as possible. If the workweek does not remain consistent, the member's days off shall be separate so that the member does not work an excessive number of consecutive days.

5.2. The basic work week for all members not assigned to the Patrol Division shall be two (2) week rotation of either five (5) days on two (2) days off, four (4) days on three (3) days off or five (5) days on three (3) days off, four (4) days on two (2) days off schedule. In either case, each member shall work 8.75 hours each day.

5.3 The workday shall consist of the following shifts:

Patrol Officers

Days	0645-1515
Eves	1445-2315
Mids	2245-0715

Patrol Sergeants

Days	0630-1530
Eves	1430-2330
Mids	2230-0730

5.3a. Upon implementation of Section 5.1a of this agreement, the workday shall consist of the following shifts:

Patrol Officers

Days	0630-1530
Eves	1430-2330
Mids	2230-0730

Patrol Sergeants
Days 0630-1530
Eves 1430-2330
Mids 2230-0730

5.4 Nothing in this Agreement shall be deemed to prevent the Department from utilizing the services of any member thereof when absolutely necessary regardless of the member's regular work schedule or status in or out of the bargaining unit, provided that any alleged abuse of this provision may be grieved in accordance with the provisions of Article XII of this Agreement.

5.5 All members working eight (8), eight and one half (8 1/2), eight and three quarters (8.3/4) or nine (9) hour shifts shall be entitled to a thirty (30) minute lunch period and two (2) fifteen (15) minute coffee breaks, providing that no two (2) members of the same division shall take such lunch period or coffee breaks at the same time. Any member working a four (4) hour block of overtime shall be allowed one (1) fifteen (15) minute coffee break during the four (4) hours.

5.6 Exchange of shifts within the same pay period may be permitted when feasible, within the requirements of the Department, with the approval of the Chief. Such requests for exchange shall be submitted seven (7) days in advance of the exchange when practical. Reassignment of shifts and days off to permit attendance at training schools and similar functions shall be permitted when feasible within the requirements of the Department. Such reassignments shall only affect those members attending training schools and similar functions. Notification of such reassignments will be made at least seven (7) days prior to the date(s) of reassignment. Members who have days off reassigned for this purpose shall have first refusal of any overtime created on their newly assigned days off.

5.7 No member shall work for an outside employer while the member is employed by the Town of Berlin, unless the outside employer and the work hours are approved by the "Outside Employer Committee." The committee will be composed of the Chief and a Union representative.

OVERTIME

5.8 All overtime duty shall be paid at the rate of time and one half for all hours or any portion thereof in excess of the basic workweek or workday as referenced to in Sections 5.1, 5.2, and 5.3.

5.8a. An Officer not assigned to the Patrol Division, Detective or Acting Detective will not work more than seventeen (17) hours in any 24-hour period without permission of the Chief or the

Chief's designee. A Patrol Officer, Sergeant or Lieutenant will not work more than eighteen (18) hours in any 24-hour period without permission of the Chief or the Chief's designee.

5.9 When a member is called to return to duty from home or other off-duty locations and the hours of such duty are not contiguous with the terminal hours of a regular shift or tour of duty, the member shall be guaranteed a minimum of four (4) hours pay

5.10 Overtime assignments shall be allocated by means of the distribution system, mutually agreed to between the parties as follows:

Overtime and private duty assignments shall be allocated by means of "InTime Staff Scheduling and Time Management" software system. The system posts assignments by date, time, and in the case of private duty details, the employer and the location of the jobsite. It then automatically fills the detail on a total hours-worked basis, assigning the member with the least number of cumulative hours who signs up for the job. Unfilled Patrol overtime may be filled by ranking officers below the rank of Lieutenant prior to utilizing the mandatory overtime list. It is the responsibility of the Union to determine time parameters of the posts and fillings. See Appendix II regarding Mandatory Overtime.

5.11 Members shall be allowed to work overtime on vacation time, holiday time, compensatory time, or personal time, except during their regularly scheduled hours.

5.12 The use of Sick Leave, Injury Leave, Personal Days, Union Time, Holiday Time, Vacation Time, Funeral Leave or Compensatory Time shall not be a penalty in determining time and one-half for hours of overtime worked. These days shall be counted as days worked for the purpose of computing overtime pay.

5.13 In lieu of pay for Department non-grant overtime, any member may opt to receive compensatory time off for any overtime they work during the year based on 1 ½ times the number of hours actually worked. Section 5.8 shall apply to this section. Compensatory time will be tracked by days or fractions thereof (e.g. one-half (.5) day, three quarters (.75) day). Members may carry no more than 80 hours of compensatory time in their time banks. Compensatory time shall be earned in thirty (30) minute increments. Members shall be allowed to take compensatory time off in blocks, one-half day (.5) or whole days, except that requests for compensatory time off shall be denied if it creates overtime. Unused compensatory time shall be carried over from fiscal year to fiscal year. No member can be ordered to take compensatory time in lieu of pay by the Town for any reason.

5.13a Compensatory Time, as identified above, can be used in one (1) hour increments at the beginning or end of shift outside the normal protocol of time-off approval. The request must be made four (4) hours prior to the beginning of the shift, provided that a request to leave early cannot cause a patrol shift to fall below minimum staffing. All paid time-off requests submitted in four (4) or eight (8) hour blocks shall take precedence over and supersede requests to start late or leave early under this article. Usage of Compensatory Time under this article in conjunction with time-off shall not preclude any officer from being ordered in to work under per Appendix II. All requests under this article can be denied or withdrawn at any time at the sole discretion of the shift supervisor based on the operational needs of the Department.

5.14 Court Time: A member required by the Town or compelled by valid subpoena to attend any State or Federal Court or administrative agency for any purpose connected to the member's official duties and while off-duty, except as otherwise provided herein, shall receive time and one-half for all hours worked and shall be guaranteed a minimum of four (4) hours time, except as otherwise provided for herein. Any fees received by the member from third parties for such court appearances, official hearings or other legal proceedings, shall be signed over to the Town.

ARTICLE VI

MINIMUM STAFFING

6.1 Consistent with available resources, operational requirements, and available funds, the Chief will attempt to arrange the Departmental schedule so that each shift or tour of duty shall consist of a supervisor and three (3) officers when such persons are available. Any Officer promoted to Detective after 7/1/04 shall not be considered a supervisor eligible for any sergeant or supervisory overtime.

6.2 During the Berlin Fair weekend, beginning Thursday at the start of the fair, and continuing through Sunday at the end of the fair, members may be required to work, and shall be paid according to the terms of this agreement if so required to work. Requests for time off will not be approved except by special request and approval of the Chief.

During the Berlin Fair weekend, the "Order In" Process described in section marked as Appendix II will be suspended. Unfilled Fair posts will be assigned to members based on cumulative hours worked during the fair, with respect to seniority.

6.3 The Investigations and Support Services Divisions will have a minimum staffing of one member (including lieutenants, excluding SRO's) in each division during normal duty hours of

0800 and 1600 Monday thru Friday excluding holidays. No "attempts to fill" will be allowed with regard to this staffing level. Time off will be granted on a first come, first served basis.

6.4 Inside staff will be allowed to flex working hours not to exceed sixteen (16) hours per calendar week within operational requirements and approval of the division supervisor, in order to work overtime and private duty assignments that cannot be filled by off-duty regular members.

ARTICLE VII

EXTRA OR SPECIAL POLICE DUTY

7.1 The terms "EXTRA POLICE WORK" or "EXTRA POLICE DUTY" for the purpose of this Article shall mean duty for which the Town bills the user of the members' services and which is paid for through the Town's payroll as set forth in this Article.

7.2 (a). Members working on private duty assignments be paid at the rate of time and one half at top step Sergeant rate with a four (4) hour minimum (members at the rank of Lieutenant will receive their regular hourly rate at time and one half). Assignments involving more than four (4) hours, but less than eight (8) hours, will be paid eight (8) hours. Assignments involving more than eight (8) hours, but less than twelve (12) hours, will be paid twelve (12) hours, and so forth.

(b). Members working, on weekends, holidays, or weeknights between the hours of 18:00 and 06:00 hours shall be paid double time at top step Sergeant regular hourly rate.

7.3 All extra duty assignments (private work) will be made through the Department by the Chief of Police or the Chief's designee in accordance with the In-Time staff scheduling system.

ARTICLE VIII

SICK LEAVE

8.1 Each member shall be entitled to fifteen (15) working days of sick leave each fiscal year. Sick leave shall be earned at the rate of one and one-quarter (1 1/4) days per month for the first five years of employment. After the fifth (5th) anniversary of employment, the fifteen (15) days annually shall be allocated as follows:

Seven and one-half (7 1/2) days on July 1st and seven and one-half (7 1/2) on January 1st. Any portion of sick leave which has been or shall be unused shall be accumulative. A member achieving the "Normal Retirement Date" criteria as defined in the Town of Berlin Retirement Income Plan, Amended and Restated Effective July 1, 1998, will be paid for 25% of the unused sick leave days. Members hired before 10/01/2007 will be capped at fifty (50) days. Members hired after 10/01/2007 will be capped at forty (40) days.

8.2 For any period of absence, not service connected, consisting of three (3) or more consecutive working days, or three (3) days for the same illness recurring within (10) calendar days, or for suspected abuse, the Chief may require evidence of eligibility for sick leave in the form of a medical doctor's certificate.

8.3 A member's absence from work shall qualify as paid sick leave if it is due to

- a) Illness, incapacity or injury to the member, except where they arise out of or during the performance of duty.
- b) The need to undergo medical, optical or dental treatment that cannot be accomplished during off-duty hours.
- c) Illness, incapacity or injury to the member's spouse, child, parent or domiciled relative requiring the member's personal attendance.
- d) Paternity (or non-birthing parent) leave for the birth of a child shall not exceed thirty (30) days of members' sick leave.

8.4 Maternity Leave shall be granted in accordance with the Federal Family and Medical Leave Act which entitles employees up to twelve (12) weeks of leave within a 12-month period (total FMLA leave determined by employee's physician via medical certification). FMLA requests must be submitted to the Human Resources department at least thirty (30) days prior to the start of your leave. FMLA is unpaid, however if you have sick, vacation or personal time accrued, the employee will be required to exhaust their accrued time while under FMLA.

ARTICLE IX FUNERAL LEAVE

9.1 Special leave of five (5) working days with pay for any days that the member may be scheduled for duty shall be granted in the event of the death of the member's:

Spouse	Sister
Father	Son or Daughter
Mother	Relative domiciled in employee's household
Brother	

9.2 Special leave of three (3) working days with pay for any days that the member may be scheduled for duty shall be granted in the event of the death of the member's:

Father-in-law	Brother-in-law
---------------	----------------

Mother-in-law	Son-in-law
Sister-in-law	Daughter-in-law
Grandmother	Grandfather
Grandchild	Grandparent-in-law

9.3 Special leave of one (1) working day with pay for any day that the member may be scheduled for duty shall be granted in the event of the death of the member's:

Aunt	Uncle
Niece	Nephew

ARTICLE X

VACATIONS AND PERSONAL DAYS

10.1 Upon completion of the following periods of service as of the anniversary date of their appointment, members shall receive vacation with pay according to the following schedule:

One year of service	(11) days
Five years of service	(16) days
Ten years of service	(21) days
Twenty years of service	(26) days

10.1a Members hired on a lateral transfer basis shall receive five (5) days on upon completion of six (6) months of service, and the remaining six (6) days upon completion of one (1) year of service.

10.2 Vacations between June 1st and September 15th shall be for no more than two (2) weeks. A member may take additional vacation time during this period within the operational requirements of the Department.

10.3 Requests for vacation must be submitted in writing to the Chief by March 1 of each year if the vacation is desired between June 1 and September 15th. In return, a reply from the office of the Chief shall be returned to the person submitting said request by April 1st approving or denying the request. A copy of such approval or disapproval shall be forwarded to the Union President.

10.4 In the Patrol Division, members shall choose vacations in accordance with seniority, with no more than one (1) Officer from each shift to be off on vacation at the same time. Personnel may be substituted so as to permit more than one member to take a vacation on the same shift, at

the same time, subject to the approval of the Chief of Police. Overtime may be authorized by the Chief to allow for two (2) members to be on vacation at the same time when a short-term overlap occurs.

10.5 Vacation pay, pro-rated on the member's service with the Department, shall be granted to any member who separates service with two weeks-notice, and returns all Department-issued equipment.

10.6 Pro-rated accumulated vacation pay shall be paid to the estate of a member who dies while employed by the Town.

10.7 Excluding vacation requests of three (3) or more consecutive days or requests submitted in accordance with section 10.3, all other written requests for time off or change in work schedule will be submitted no more than twelve (12) weeks in advance of the dates requested.

10.8 Vacation periods shall start and end any day of week desired by the member.

10.9 On July 1st, 2023 the anniversary date-based system for earning and using time-off will be discontinued and replaced with the fiscal year system formerly used. Members who have time on the books on June 30, 2023 shall be allowed to carry that time forward, to be used by June 30, 2024.

10.10 During any fiscal year, a member may elect to receive pay for up to ten (10) unused vacation days. In addition, a member may elect to carry over ten (10) vacation days into the next fiscal year.

10.11 There shall be no advance vacation pay.

10.12 Requests for vacation shall be in half day increments.

10.13 Members shall be entitled to five (5) personal days per year, based on date of hire.

10.14 Requests for personal days shall be in half day increments. If a member's request for a personal day creates an overtime situation, the Department will fill it through the use of the overtime system. Only one (1) member per rank per shift may use a personal day that requires the Department to fill through the use of the overtime system and member requests shall be honored on a first come, first served basis.

ARTICLE XI

HOLIDAYS

11.1a On July 1st, members shall receive a day off (holiday time) for each of the following holidays:

New Years' Day

January 1st

Martin Luther King Day	State Observed Holiday
President's Day	State Observed Holiday
Good Friday	State Observed Holiday
Memorial Day	State Observed Holiday
Juneteenth	State Observed Holiday
Independence Day	July 4th
Labor Day	State Observed Holiday
Columbus Day	State Observed Holiday
Veteran's Day	November 11th
Thanksgiving Day	State Observed Holiday
Christmas Day	December 25 th

11.1b Requests for holiday time shall be in half day increments. Holiday time must be used in the fiscal year that it is earned. New members shall receive holiday time on a pro-rated basis. Holiday time shall not be allowed to create overtime without the approval of the Chief.

11.1c All paid time off requests for Thanksgiving Day and Christmas Day will be granted by seniority before September 1st. After September 1st, requests will be granted on a first come, first served basis.

11.2 A member working on a holiday shall receive double time pay for all hours worked on a holiday as provided in Section 11.1a provided the member works the day before the holiday and the day after the holiday unless one of these days is a scheduled day off.

11.3 Members may choose to cash out any unused holiday time at the end of each fiscal year. Members will be notified on or around May 15th of each year the balance of any unused holiday time and will receive the cash out by the first pay period of June each year.

ARTICLE XII

GRIEVANCE PROCEDURE

12.1 PURPOSE

The purpose of the grievance procedure shall be to settle member grievances on as low an administrative level as is possible and practicable, so as to insure efficiency and morale.

12.2 DEFINITION

A grievance, for the purpose of this procedure, shall be considered to be a member or Union complaint concerned with:

- a) Discharge, termination, suspension or other disciplinary action;
- b) Interpretation and application of the General Orders, Guidelines and policies of the Department.

- c) Matters relating to the interpretation and application of specific article(s) and section(s) of this agreement.

12.3 Any member may use this grievance procedure with or without Union assistance. Should a member process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union must (if the Union decides to join the grievance) continue from the next succeeding step following that which the member has utilized. The Union shall not be entitled to process the grievance anew.

No grievance settlement made as a result of an individually processed grievance shall contravene the provision of this Agreement.

Step One – A member who has a grievance shall reduce the grievance to writing and submit it to the Chief within ten (10) days of the date of act or omission, who shall attempt to settle the dispute. The Chief's decision and the basis thereof shall be submitted in writing to the aggrieved member and the member's representative, if represented, within ten (10) working days of receipt of the grievance.

Step Two - If the member and the representative, if represented, are not satisfied with the decision rendered by the Chief, they shall submit the grievance in writing within ten (10) days to the Board of Police Commissioners to be heard at their next scheduled meeting unless the grievance relates to a financial matter. Such grievances related to financial matters shall be forwarded to the Town Manager.

The Board of Police Commissioners or the Town Manager, where appropriate shall render its decision and the basis thereof to the aggrieved member and the representative, if represented, within five (5) days from the date of the meeting. At any point of the grievance procedure if the member or the representative fails to take an appeal within the appropriate period, the grievance shall be considered settled on the basis of the Town's decision.

Step Three - Within twenty (20) days of the Union's receipt of the decision at Step Two and if the member and the representative, if represented, are not satisfied with the decision rendered, the grievance may be submitted to the Connecticut State Board of Mediation and Arbitration ("CSBMA"), and the decision rendered by the tripartite panel of Arbitrators shall be final and binding upon both parties. Notice of the submission to the CSBMA must be forwarded, by the Union to the Town, at the time of submission. In instances of suspension, termination or economic loss suffered by the member and within twenty (20) days of such notice of submission, the Town or the Union may elect to have the grievance arbitrated through the rules of the American

Arbitration Association. If the Town or Union makes such election, all administrative costs and fees assessed by AAA shall be equally shared. The decision rendered by the AAA arbitrator shall be final and binding upon both parties.

12.4 MEDIATION

The mediation services of the State Board of Mediation and Arbitration may be used in second or third step negotiations provided both parties mutually agree on the desirability of this service.

12.5 MEETINGS

If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two and Three.

12.6 TIME EXTENSIONS

Time-extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing except for the initial filing of a grievance.

12.7 RECORDING OF MINUTES OR TESTIMONY

Either party shall have the right to employ a public stenographer at any step in this procedure.

12.8 REPRESENTATION

Members and the Police Union shall have the right and choice of representation whenever representation is desired by either a member or the Police Union.

12.9 Grievances involving discharge, termination, demotion or suspension of more than three (3) days may be processed beginning at Step Three.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

13.1 Non-probationary members covered by this Agreement shall not be discharged, terminated, suspended, demoted or disciplined except for just cause.

13.2 Any disciplinary actions including discharge except in a strike situation may be appealed to the Grievance Procedure of this Agreement as to the existence of just cause and the appropriateness of discipline applied.

13.3 Any disciplinary action other than an oral warning shall be stated in writing, giving the reason for same, and a copy to be given to the member and the Union at the time of such action.

13.4 At all disciplinary inquiries or hearings conducted by the Chief or the Chief's designee which may lead to a suspension or referral to the Board of Police Commissioners, and all

disciplinary inquiries or hearings conducted by the Board of Police Commissioners or any other tribunal that may be created by the Town for such purpose, all witnesses shall be sworn, and members of the Union involved in any disciplinary action shall have the right and choice of representation. The grounds for referring the member for a hearing shall be sent to the member not later than five (5) business days prior to the hearing, provided, the five (5) day notice requirement shall not apply to Internal Affairs inquiries conducted by the Internal Affairs Division. Such hearings shall be closed to the public, including the press, unless such member shall request that it be an open hearing. With the exception of inquiries or hearings conducted by the Chief or the Chief's designee, where the use of recording equipment may be at the option of the Town or the member involved, recording equipment shall be used in all other hearings to record all testimony. The member will receive written notification of the disposition of the hearing with a copy to the Union, whenever the Union is a party to such hearings.

13.5 Any member who has been disciplined or discharged and who is subsequently exonerated shall be reinstated in conformity with the arbitrator's award.

13.6 Whenever a civilian complaint is made against a member or group of members of the Union relating to officer conduct or discharge of duty and such complaint results in a Court hearing, said member shall be entitled to be represented by an attorney and the same shall be provided by the Town, unless it is determined that the behavior was willful, wanton, or reckless.

13.7 Members who may be required to attend such hearings when off duty shall be compensated for such appearance by being paid a sum of money that is equal to the number of hours spent at such hearing times their regular hourly rate of pay with a minimum of four (4) hours paid. Nothing in this section shall preclude the Board of Police Commissioners from calling members before it for investigation or inquiry without payment.

13.8 A written warning or reprimand received by a member shall be inadmissible and of no force or effect for any purposes whatsoever three (3) years afterward, unless during such three (3) year period the member received another written warning or reprimand for the same or similar reason. Records of other penalty and disciplinary actions will similarly be voided if no further action has been taken after five (5) years following the date of the incident. Records of voided disciplinary action shall be temporarily removed from the member's personnel file during promotional exam review.

ARTICLE XIV
CLOTHING ALLOWANCE

14.1 All members of the Department shall receive an annual clothing allowance of twelve hundred dollars (\$1,200.00). New Hires shall receive the equipment specified in the following list during the first calendar year of their employment:

Academy equipment	
2--Khaki Pants	1--Traffic Vest
2--Khaki Shirts	1--Uniform Shirt
Emblems	1--Uniform Pants
1—Belt	1--Emblems
1—Sneakers	Foul Weather Gear
1--Black Shoes	Depending on Season
1--Collar Pins	1--Winter Coat
1--B.B. Cap	1--Light Coat
1--8pt Hat	1--Long raincoat
1--Black Tie	
1--Tie Bar	
2--T. Shirts PT	
2--Shorts PT	
1--Sweat Pants PT	
1--Sweat Shirt PT	

14.2 The Town shall reimburse any member for loss or damage of clothing and/or personal property suffered in the performance of duty. Such claim for loss or damage shall be supported with reasonable proof of the loss or damage and of the value of the loss or amount of the damage.

14.3 Uniform change-over: The winter uniform will be worn during the calendar season of winter. The summer uniform will be worn during the calendar season of summer. The uniform worn during the calendar seasons of spring and autumn will be at the discretion of the individual member, unless otherwise authorized by the Chief or his designee.

14.4 The standard navy blue duty uniform is designated as the normal daily patrol uniform.

14.5 The wearing of the Department dress uniform or traditional grey uniform (summer or winter) may be required for specific dates and/or occasions as determined by the Chief.

14.6 The parties will establish a uniform committee made up of three (3) union members comprised of a Patrol Officer/Detective, Sergeant and Lieutenant; as well as the Chief or his designee, to annually review and receive recommendations from the Union; and whose members

may make recommendations (which represent a consensus of the committee) to the Chief of Police concerning those members' uniforms. Any proposed change(s) to the uniforms shall be reviewed by the Uniform Committee and the Chief, or his designee; and the Committee shall make a recommendation to the Chief of Police regarding such proposed change(s) prior to the final decision by the Chief.

ARTICLE XV

INSURANCE, PENSION & DISABILITY

The Town of Berlin agrees to provide the following program of life, hospitalization, surgical and medical insurance:

15.1 HEALTH INSURANCE BENEFITS TO MEMBERS, SPOUSES AND DEPENDENTS

Health Insurance benefits shall be provided in accordance with the Coalition Agreement regarding Health Insurance, as attached hereto at Appendix V.

15.1.1 WAIVER OF HEALTH INSURANCE COVERAGE

Upon presentation of documentation that an active member is covered under a health insurance policy existing elsewhere, (e.g. a spouse's policy, a policy issued by the military, etc.) that member may elect to waive, in writing all health and dental insurance coverage, and in lieu thereof; may receive \$500.00 per year for the member, \$1,800 per year for two-person, and \$2,500 per year for family coverage after providing proof of other insurance. Payment to those members waiving such coverage shall be made quarterly and retrospectively, no later than the 15th of April, July, October, and January. Each calendar quarter shall constitute enrollment and waiver dates. Notice of intention to waive insurance coverage must be sent to the Town Manager's Office not less than thirty (30) calendar days prior to the publicized enrollment period cut-off date, and may be subject to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any member may elect to resume Town provided insurance coverage effective the next enrollment period, upon written notice to the Town and subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate carriers; provided, however, that the member may in extraordinary circumstances, re-enter the medical plan during the year upon review by the Town Manager's Office. In such an event, any payment received by the member in lieu of coverage will be discontinued and/or re-paid to the Town. Extraordinary circumstances are those such as divorce, loss of employment by spouse or death which results in loss of the alternative insurance coverage because of which the member

discontinued coverage with the Town. Upon initial selection or waiver of insurance only one (1) change will be allowed in a twelve (12) month period.

15.2 POLICE POST RETIREMENT MEDICAL FUND (103) [retiree section]

The Town will continue to make the dispersals to the eligible retired members, as enumerated in the addendum entitled "Police Post Medical Retirement Fund". As permitted by law, the parameters of the Fund may be unilaterally changed by the Union from time to time with regard to the financial solvency of the Fund.

15.3 RETIREMENT HEALTH SAVINGS ACCOUNTS

The Town will continue to make the specified deductions from the members' bi-weekly pay for deposit into their individual Vantage Care Retirement Health Savings accounts.

15.4 DISABILITY BENEFITS

a. Participants of the 1998 and 2023 Defined Benefit Retirement Plans shall be provided Long Term Disability Insurance through the Town's existing long-term disability plan. The Town will pay for the premiums for these Long-Term Disability Insurance benefits.

b. Participants of the Defined Contribution Retirement Plan (original DC plan preceding July 1, 2023 plan) shall continue to be provided Long Term Disability Insurance through Lloyd's of London (or equivalent). The Town will provide payment of premium for the Lloyds of London Insurance benefits (Union Lifestyle Benefits). It is understood that any workers' compensation-related absences extending beyond ninety (90) days may be offset by this benefit and that is at the discretion of the carrier (where applicable by law). When a member is out on non-work-related sick leave beyond ninety (90) days and becomes eligible for the disability benefit, the Town will reduce the member's utilization of sick leave benefits so that the member is kept whole with pay and benefit deductions (including member contributions to health insurance and 401 contributions). This will continue until the member returns to work or the member's sick leave bank is exhausted.

c. Participants who opt to participate in the 2023 Defined Benefit Retirement plan shall have the option of enrolling the Lloyds of London (or equivalent) Disability plan at a 50% cost share. The member will be responsible for 50% of the premium cost share, and the Town will pay for the remaining 50% of the premium cost share.

15.5 The Town will continue to provide double indemnity life insurance for members, without costs to the members, in an amount rounded off to the nearest \$1,000.00 level of base salary.

15.6 The Town will provide at its expense accidental death and dismemberment insurance in

the amount of One Hundred Thousand dollars for each member.

15.7 The Town may change insurance carriers as long as benefits and coverages remain equivalent to those provided under the Alternatives.

15.8 The Town agrees to continue, and members shall be entitled to, all pension benefits in effect at the time of execution of this Agreement, provided further that all members of the "Town of Berlin Retirement Income Plan Amended & Restated Effective July 1, 1998, as Modified - Defined Benefit Plan" (The Plan) shall never have their benefits under The Plan decrease below those benefits provided and agreed as of July 1, 2000. Said benefits shall remain as the minimum benefits provided to said members of the Defined Benefit Plan through June 30, 2030. Said benefits may be increased without prohibition at any time in accordance with this Agreement, the Plan, and laws of the State of Connecticut. The Union shall not be obligated to negotiate over those terms and conditions of employment which are otherwise mandatory subjects of bargaining, and which affect the Defined Benefit Plan, until June 30, 2030 or thereafter. Provided, however, that should the Union propose improvements to the Defined Benefit Plan, the Town can make counterproposals to the Defined Benefit Plan provided the savings of the counterproposals do not exceed the cost of the proposed improvements.

15.9 In the event a member is killed in the line of duty, the Town shall continue to provide the same health insurance benefits with applicable riders that were in effect at the time of death without cost to the member's dependents until the age of 26, and spouse until the age of 65 (Medicare eligibility).

15.10 Members on Family and Medical Leave Act (FMLA) shall continue to pay to the Town their health insurance premium contribution, and disability insurance premium contribution out of pocket. The Town shall continue to make its corresponding payment to ensure the maintenance of the health insurance benefits, provided members continue to make their contributions.

15.11 The Defined Benefit and Defined Contribution Plans are hereby incorporated by reference. The Defined Contribution Plan shall be modified effective July 1, 2017, as follows:

a. Members hired before July 1, 2017 may contribute between one percent (1%) and twelve percent (12%) of their base wages. Any such contribution up to and including six percent (6%) by the member will be matched at 200% by the Town. (Example: A member base wage contribution of 6% will be eligible for a Town base wage match of 12%.)

b. Members hired on or after July 1, 2017 may contribute between one percent (1%) and twelve percent (12%) of their base wages. Any such contribution up to and including four percent

(4%) by the member will be matched at 200% by the Town. (Example: A member base wage contribution of 4% will be eligible for a Town base wage match of 8%.) Members hired on or after July 1, 2017, shall be vested in the contributions after five (5) years of service.

ARTICLE XVI

WAGES

16.1 a. Members hired between July 2nd and December 31st of any year shall receive the next highest step in the wage schedule on the first (1st) of July immediately preceding the anniversary date of their employment.

b. Members hired between January 1st and June 30th of any year shall receive the next highest step in the wage schedule on the first (1st) of July immediately following the anniversary date of their employment.

c. Each newly promoted Detective, Sergeant, or Lieutenant shall receive the next step in the wage schedule on the anniversary date of the promotion.

16.1.1 A Patrol Officer, while discharging Field Training Officer's duties, shall be compensated at the rate of a first step Sergeant.

16.1.2 A Sergeant, while discharging Field Training Officer duties, shall be compensated at the rate of a first step Lieutenant.

16.2 Members hired on or before July 1, 2017 shall, in addition to their regular pay, receive longevity pay in accordance with the following schedule:

After 5 years.....	\$450.00
After 10 years.....	\$500.00
After 15 years.....	\$600.00
After 20 years	\$700.00

16.3 On becoming eligible for longevity pay, such pay shall be prorated from the member's anniversary date to the start of the next fiscal year (July 1st). Thereafter, members shall receive longevity pay in two payments on the paydays following December 1st and June 1st. Longevity shall be paid only as earned and not in advance.

16.4 Police Department Wage Schedule on Appendix titled Wage Scale attached hereto. Effective July 1, 2023, wages shall be increased by 2.25% over the schedule of wages provided effective July 1, 2022;

Effective July 1, 2024, wages shall be increased by 2.50% over the schedule of wages provided effective July 1, 2023;

Effective July 1, 2025, wages shall increase by 2.75% over the schedule of wages provided effective July 1, 2024.

16.5 All fulltime members will receive a 1.00% Law Enforcement Service Stipend effective for all three (3) years of the contract on July 1, 2023, July 1, 2024 and July 1, 2025 in addition to the base wage salary increases outlined in 16.4. The stipend will be in the form of an augmentation to base wages.

16.6 The top pay step of each classification will be increased by 0.25% on July 1, 2024 and July 1, 2025.

16.7 A Canine handler for the Police Department shall be compensated an additional one-half hour each day for the care of the canine. Compensation shall be a ten-dollar (\$10.00) an hour rate. Payment for overtime due to caring for the canine will be calculated using the ten-dollar (\$10.00) an hour rate.

16.8 All bargaining unit members shall be paid bi-weekly on Friday, by noon via mandatory direct deposit.

ARTICLE XVII

GENERAL PROVISIONS

17.1 The provisions of this Agreement shall be applicable to all members covered in accordance with all applicable State and Federal laws.

17.2 The Town shall provide a room at Police Headquarters where Union meetings may be held.

17.3 Members shall not be required to attend meetings or assemblies while on vacation or on a day off.

17.4 If any article or any section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other articles and sections or portions thereof which shall be valid.

17.5 Union Executive Board Officers and delegates of the Union shall be allowed time off to attend meetings, conferences and conventions without loss of pay provided no such time off shall be permitted if an overtime situation is created without permission of the Chief. Total leave shall not exceed one hundred sixty 160 hours annually.

Whenever possible, notice shall be given to the Chief at least seven (7) days prior to the time proposed to be taken. No more than two (2) members of the Union scheduled to be on duty shall be absent on such leave at any time, without permission of the Chief.

17.6 All members of the Union Executive Board shall be allowed to attend all local meetings of the Board or body while on duty with the understanding they will answer any police calls as the need arises.

17.7 A joint committee shall be formed consisting of no more than two (2) members of the Union and such representatives of the Department as the Board of Police Commissioners shall designate. Meetings shall be held to review and recommend safety and health conditions in the Department and attempts shall be made to correct such conditions and problems. Meetings shall be held as requested by either party.

17.8 The Town will indemnify and defend any member in any action involving emergency medical treatment or care occurring during the official performance of that member's duties whether on or off duty.

17.9 No individual member of the Union or representative agent or employee of the Town may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement.

17.10 The Town and the Union agree it is the responsibility of each member to achieve and maintain a reasonable level of physical fitness and general good health. Each member shall be given a complete physical examination in accordance with the age/frequency schedule authorized by the current Town Health Insurance provider.

The Town and each member shall be given a copy of the doctor's report of findings upon completion of the physical exam. Physical examinations shall strictly adhere to Form BPD Report of Medical Examination and Attachment (herein incorporated as Appendix) and may be administered by a qualified physician licensed by the State of Connecticut of the member's own choosing. It is the express intent of this contract provision to provide timely medical information which the member shall use to maintain a job-related state of health and fitness. It is therefore incumbent on members to demonstrate to the Town that they are, in good faith, making every reasonable effort to follow all recommendations their physicians stipulate. It shall be clearly understood that no action shall be taken by the Town based on the member's success or failure in achieving a physician's recommended goal. Rather, disciplinary action may only be taken if the member fails to commence and/or continue good faith efforts to follow such physician's recommendations. All members may be tested on the basis of percentage of body fat per the skin folds test.

17.11 Copies of all memorandums, letters, and evaluations placed in the member's file shall be

given to the member. No document shall be placed in the member's file without the member's knowledge.

17.12 The Town will reimburse all funeral and related expenses for any member killed in the line of duty, not to exceed the sum of \$20,000.00.

17.13 Three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a collective bargaining agreement when such meetings take place at time during which such members are scheduled to be on duty. The Town shall be given written notice of the members of the Negotiating Committee contemporaneous with any written notice of intention to propose amendments.

17.14 Two (2) members of the Union and the grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievance including mediation meetings, when such meetings take place at a time during which such members are scheduled to be on duty.

17.15 One (1) Union executive board member and the grievant shall be granted leave from duty with full pay to attend hearings AAA Arbitration hearings or State Board of Mediation and Arbitration hearings, for the purpose of processing grievances, when such hearings take place at a time during which such members are scheduled to be on duty. At least two (2) weeks prior to an arbitration hearing(s), the Town shall be given written notice of the executive board member who needs leave from duty to attend such hearing(s).

17.16 Dispatching will be done by civilians, hired by the Town, who will not be in the bargaining unit. Members will not perform duties of Dispatcher except to relieve dispatchers for lunch and coffee breaks. Members may perform dispatching duties during any emergency and for training purposes. This provision will not be used to fill a dispatcher vacancy.

17.17 Any member who voluntarily leaves the Department and accepts employment elsewhere as a police officer within eighteen (18) months from the date of State Certification as a police officer shall reimburse the Town and/or the Department in full for any and all costs and expenses paid by the Town and/or the Department for professional training and certification of the member. In furtherance hereof, the member shall be required to execute a Reimbursement Agreement, the form of which is attached as an Addendum to this Agreement.

ARTICLE XVIII
NO STRIKE OR LOCKOUT

18.1 During the course of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation. Members going on strike contrary to Union approval shall be summarily dismissed from service without recourse to the grievance procedure.

ARTICLE XIX
INJURY LEAVE

19.1 Members absent due to an injury or illness suffered in the line of duty or arising out of and in the course of their employment as determined by the Workers' Compensation Commission shall receive their full base pay and benefits from the Town for the first ninety (90) days of such illness or injury. Workers' Compensation benefits shall be paid directly to the Town through CIRMA during this period. In the event that the amount of reimbursement is greater than the employee's base pay, it shall be returned to the employee. Upon exhaustion of the ninety (90) day period, the member shall receive Workers' Compensation directly from the Town's Workers' Compensation insurance carrier. At such time, the member shall be responsible for monthly premium contributions to cover the member's portion of the premiums for medical, dental and vision benefits.

19.2 The full amount of these continued payments required to be made in Article 19.1 shall be included in determining any pension benefits or defined contribution benefits to which the member may be entitled.

19.3 Members injured or otherwise disabled while making or attempting to make an arrest, during their off-duty time, shall be entitled to those benefits provided for under Article XIX Injury Leave.

ARTICLE XX
LIGHT DUTY

20.1 It is the purpose of this policy to provide temporary light duty assignments, when available, to accommodate members who temporarily cannot perform the full range of police duties and responsibilities. Use of the temporary light duty can provide employees with an opportunity to remain productive while convalescing, when physically or mentally unfit for their regular

assignments, without risking their health and safety or the safety of others. Temporary light duty applies only to an employee whose disability or condition is temporary and is not a matter of right, nor is there any guarantee that an employee will be assigned to light duty at any given time. Nothing in this policy is intended to curtail the rights of officers under the relevant federal and state laws.

20.2 Eligibility: A member convalescing from an injury, illness or pregnancy, who is absent from work or who temporarily cannot perform the full range of police duties and responsibilities may request temporary light duty assignments. The Chief may order a member who is absent due to a pregnancy, an injury, or on a work-related compensable leave, to assume a temporary light duty assignment. In all cases, eligibility and assignments to light duty shall be subject to and supported by medical documentation.

20.3 Light duty assignments may be made in any of the department's divisions that employ sworn police officers but the positions shall be administrative or supportive in nature. Temporary light duty assignments may be drawn from a wide range of administrative areas including but not limited to, clerical functions, handling walk-in calls for service, special projects and general administrative functions. Such light duty assignments shall not eliminate any work normally performed by member(s) of another bargaining unit and shall not cause the reassignment or loss of a job of another employee.

20.4 Members granted temporary light duty are only eligible for Department overtime which would not conflict with their current medical restrictions but cannot be ordered in.

20.5 Light duty assignments are strictly temporary and should not exceed three (3) months duration unless approved by the Chief of Police. An initial or extended light duty assignment may be discontinued at any time depending upon a change in the members medical condition and/or the needs of the Department as determined by the Chief.

20.6 Members injured in the line of duty shall not have the right to reject any light duty assignment as determined by the Chief so long as the light duty assignment does not conflict with the member's medical restrictions.

20.7 Assignment to temporary light duty shall not affect a member's pay classification, pay increases, promotion eligibility, shift assignment (unless voluntary) or other benefits unless otherwise stated in this policy.

ARTICLE XXI
COLLEGE INCENTIVE

20.1 The Town shall pay tuition and book cost for any member at any accredited college or university for any police related courses or degrees, but in no event shall the Town pay any more than \$8,000.00 on behalf of all members of the unit in any one contract year.

In order to be reimbursed for these expenses, members must advise and seek the approval of the Chief of Police in advance of taking the course of their intention and the cost of such course and books. Members must show proof of a grade of "B" or better for the course and the invoice for such costs within thirty (30) days of receipt of grades. In the event that the unit's reimbursable expenses exceed \$8,000.00 in any fiscal year, members shall receive equal reimbursement amounts or reimbursement for the amounts actually incurred, whichever is less, all to be paid at the end of the fiscal year.

ARTICLE XXII
LATERAL HIRING OF POLICE OFFICERS

21.1 The Department may hire qualified and experienced police officers as officers in the Berlin Police Department.

21.2 The Department may offer as incentive to attract lateral hires the following:

- a. For a police officer with no more than three (3) years of police service, a salary of no more than Step 3 of this agreement.
- b. For a police officer with more than three (3) years of police service but less than five (5) years of police service, a salary of no more than Step 5 of this agreement.
- c. For a police officer with more than five (5) years of police service, a salary of no more than Step 6 of this agreement.

21.3 Lateral hires shall accrue vacation time and earn seniority, promotion and shift rights the same as a new hire.

ARTICLE XXIII
DURATION

This AGREEMENT shall be effective as of July 1, 2023 and shall remain in effect for three (3) years from that date until June 30, 2026 and thereafter shall continue in effect from year to year, except that it may be altered or modified at any time by mutual agreement or prior to the termination date of said Agreement by giving to the other party not less than 150 days written notice of intention to propose amendments. Negotiations upon proposed changes in the terms of this Agreement shall begin no later than fifteen (15) days after receipt of the notice.

Dated at Berlin, Connecticut this _____ day of June, 2023.

FOR THE TOWN OF BERLIN

**FOR THE BERLIN POLICE UNION,
FRATERNAL ORDER OF POLICE LODGE 56**

Appendix I

WAGE SCHEDULE

	Start	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step
<u>7/1/2023</u>							
Patrol Officer	\$35.38	\$36.92	\$38.45	\$40.07	\$41.62	\$43.13	\$45.07
Detective	\$46.59	\$48.10					
Sergeant	\$49.98	\$51.80					
Lieutenant	\$53.93	\$56.02					
Reserve Police	\$51.80						
<u>7/1/2024</u>							
Patrol Officer	\$36.62	\$38.21	\$39.80	\$41.47	\$43.08	\$44.64	\$46.76
Detective	\$48.22	\$49.90					
Sergeant	\$51.73	\$53.74					
Lieutenant	\$55.82	\$58.12					
Reserve Police	\$53.61						
<u>7/1/2025</u>							
Patrol Officer	\$37.99	\$39.64	\$41.29	\$43.03	\$44.70	\$46.31	\$48.63
Detective	\$50.03	\$51.90					
Sergeant	\$53.67	\$55.89					
Lieutenant	\$57.91	\$60.44					
Reserve Police	\$55.62						

Appendix II

MANDATORY OVERTIME

Overtime that cannot be filled voluntarily will be assigned by use of the InTime system (with respect to job classification) to the member with lowest cumulative total of mandatory overtime hours. If two members have the same cumulative total, the least senior of the two will be subject to the order-in.

Cumulative totals will be reset to zero on July 1st of each year.

Overtime worked that is integral to a member's position in the Department will be considered to be mandatory overtime, whether or not the member wanted the assignment. This includes but is not limited to Dive Team, Investigations Division and Traffic Unit call-outs. This does not include overtime worked past the end of one's shift due to casework.

The Assigning Officer/Supervisor may attempt to contact members who have not indicated a desire to work the particular slot and offer it to them. In addition, an ordered-in member may attempt to get another member to work the assignment. If successful, the cumulative total of the member who had been ordered-in will be reset to its original amount.

Members on benefit time shall not be subject to order-ins for the workday on which the benefit time is used. Members who use a full vacation day and days-off consecutive with that vacation time are not subject to mandatory overtime assignments until after their next scheduled shift. If such vacation time and consecutive days off create overtime or causes the member to be passed over for an order-in, then the request for time off cannot be cancelled without permission of the Chief or the Chief's designee.

Appendix III

REIMBURSEMENT AGREEMENT (Dollar amounts subject to change)

WHEREAS, the undersigned (hereinafter "applicant") is seeking employment with the Berlin Police Department as a recruit in the Police Academy;

WHEREAS, if the applicant completes a training and education program offered by the Berlin Police Department and is ultimately appointed as a police officer for the Town of Berlin, the Department will have spent substantial sums of money on his or her training and education leading to certification as a police officer; and

WHEREAS, it is contemplated that the applicant will be offered employment as a police officer in the Berlin Police Department if the applicant successfully completes said training and education program and becomes certified as a police officer.

NOW THEREFORE, in consideration of the applicant being offered an opportunity to receive the training necessary to become certified as a police officer and to be paid therefor, the applicant agrees as follows:

1. In the event that applicant, after being certified as a police officer, accepts employment elsewhere as a police officer within eighteen (18) months from the date of said initial certification, applicant shall submit a letter of resignation, notifying the Board of Police Commissioners and Chief of Police that his or her resignation is for employment elsewhere as a police officer.
2. Under the circumstances enumerated above, applicant shall reimburse the Berlin Police Department the cost of his or her training and education, as follows:

POSTC Tuition and Training materials..... \$ 2,000.00

1271 Hours of P.O.S.T.C Academy and Department
Field Training with FTO (\$32.06/hour)..... \$ 40,748.26

400 Hours of Department Field Training..... \$ 1,780.00
With FTO (\$4.45/hour)

24 Hours of Department Supervised Training
with Sergeant (\$1.93/hour)..... \$ 46.32

Testing Expense..... \$ 1,440.00

Psychological \$450.00

Polygraph \$300.00

Physical \$690.00

Uniforms Expenses Initial Issue + (\$850.00/2 years)
..... \$ 2,880.60

TOTAL EXPENSE REIMBURSEMENT..... \$ 48,895.18

Reimbursement amount subject to change due to increases in wages, testing expenses and uniform costs

Entered into this _____ day of _____, 2019.

Signature of Applicant

Signature of Witness

Name of Applicant:

Name of Witness:

Address:

APPENDIX IV

Occupational Medicine Services
POLICE MEDICAL SURVEILLANCE EXAMINATION REPORT

Name: _____ DOB: ____/____/____ Exam Date: ____/____/____

Company: _____

Report Status: ☐ Final Report ☐ Preliminary Report -Results Pending

COMPONENTS PERFORMED

- | | |
|--|---|
| <input type="radio"/> Physical Examination | <input type="radio"/> EKG |
| <input type="radio"/> Review of Medical History | <input type="radio"/> Chest X-Ray |
| <input type="radio"/> Vision (Corrected) L____ R____ | <input type="radio"/> Drug Test |
| <input type="radio"/> Lab Studies: Chemistry Profile, Lipids, CBC, U/A | <input type="radio"/> HazMat Lab Studies |
| <input type="radio"/> Audiogram | <input type="radio"/> Cardiovascular Stress Test |
| <input type="radio"/> PPD Date Given_____ Result_____ | <input type="radio"/> Mask Fit <input type="radio"/> Pass <input type="radio"/> Unable to Properly Fit Mask |
| <input type="radio"/> Pulmonary Function Test | <input type="radio"/> Other: _____ |

☐ CLEARED WITHOUT RESTRICTIONS

Recommended supervisor/employer actions based on this examination:

☐ None Actions: _____

☐ Medical Hold: pending additional testing/evaluation of records

☐ NOT CLEARED _____

Comments: _____

☐ Urine Drug Screening Report ☐ NEGATIVE ☐ CONFIRMED POSITIVE
☐ N/A

☐ SPECIMEN COLLECTED USING YOUR CLIENT LAB ACCOUNT; RESULTS TRANSMITTED VIA CLIENT MRO

Provider Name / Signature _____ Date _____

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2021, by and between the Town of Berlin (the "Town") and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UE Local 222, CILU/CIPU, CILU #52); Berlin White Collar Employees (CALU Local #2); Home Care and School Health Care Workers of Berlin Unit #20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); Berlin Middle Management Association; Berlin Dispatchers (CALU Local #911); and Berlin Police Union (Fraternal Order of Police Lodge 56).

WHEREAS, the Town and the Unions wish to have a single health benefit plan for all Town employees;

WHEREAS, the parties wish to enter into a Medical Insurance Coalition Agreement (hereinafter "MICA") in an effort to control rising insurance costs;

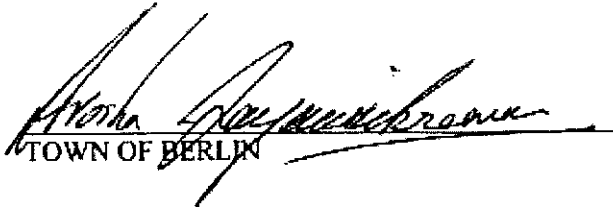
WHEREAS, a description of the 2021-2026 MICA insurance plan is attached hereto as Exhibit A; and

WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

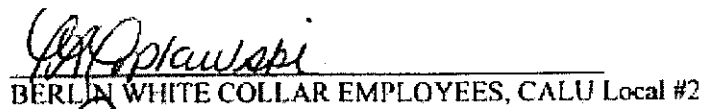
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

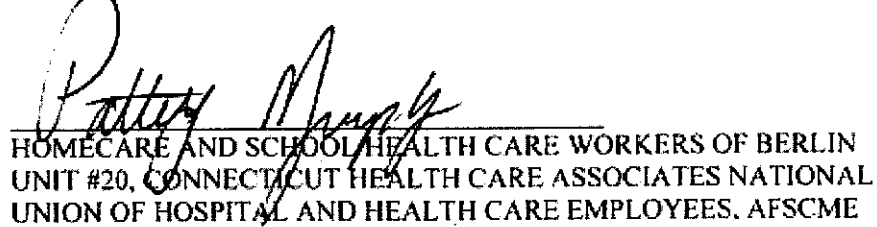
1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the date of the execution of this agreement until July 1, 2026.
3. If by June 30, 2026, no party seeks a change in the insurance plan that is in effect at the time of the execution of this agreement, the Town and a representative of each of the unions named above shall negotiate to develop a successor insurance plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 17 of February 2021.


TOWN OF BERLIN


BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52


BERLIN WHITE COLLAR EMPLOYEES, CALU Local #2


HOME CARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN
UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME


BERLIN MIDDLE MANAGEMENT ASSOCIATION


BERLIN DISPATCHER EMPLOYEES, CALU Local #911


THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 1: Century Preferred PPO:

NO CHANGE IN CURRENT PLAN DESIGN

In-Network: Hospital Co-pay Outpatient Surgery Co-pay Emergency Room Co-pay Urgent Care Office Co-pay (Prev/Sick/Specialist) Maximum Out-of-Network: Deductible (Ee/Ee+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age	Employee Cost \$100 Co-pay \$100 Co-pay \$100 Co-pay \$25 Co-pay \$0 / \$20 / \$20 Co-pay unlimited \$200 / \$400 / \$500 Deductible \$1000 / \$2000 / \$2500 OOP \$1,000,000 To age 26
Prescription Drug: Retail Co-pay Mail Order Co-pay Maximum Formulary	Managed Drug Plan \$10 / \$25 / \$40 Co-pay \$20 / \$50 / \$80 for 90 days No annual maximum 3 Tier Formulary Plan

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision:	Blue View Vision Plan BVMO
Dental: Rider A, B, C & D Dependent Child Coverage	Full Yes To age 26

EMPLOYEE PREMIUM COST SHARES

Century Preferred PPO	
Plan Year 2021-2022	27.5% Employee Cost Share 72.5% Employer Cost Share
Plan Year 2022-2023	28% Employee Cost Share 72% Employer Cost Share
Plan Year 2023-2024	28.5% Employee Cost Share 71.5% Employer Cost Share
Plan Year 2024-2025	29% Employee Cost Share 71% Employer Cost Share
Plan Year 2025-2026	29% Employee Cost Share 71% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 2: High Deductible Plan & HSA:

July 1, 2021 - June 30, 2022 - \$2,000/\$4,000 High Deductible plan with HSA
 July 1, 2022 - June 30, 2025 - \$2,250/\$4,500 High Deductible plan with HSA
 July 1, 2025 - June 30, 2026 - \$2,500/\$5,000 High Deductible plan with HSA
 All Well Visits provided at no cost to the participant without impact on deductible.
 Managed Rx with co-pays after deductible is met (\$10 / \$25 / \$40)

Health Savings Account Funding:

Plan Year 2021-2022	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2022-2023	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2023-2024	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2024-2025	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2025-2026	Town Funds 50% of Deductible Deposited with the first pay in July

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision:	Blue View Vision Plan BVMO
Dental:	Full
Rider A, B, C & D	Yes
Dependent Child Coverage	To age 26

EMPLOYEE PREMIUM COST SHARES

High Deductible with H.S.A.

Plan Year 2021-2022	17.5% Employee Cost Share 82.5% Employer Cost Share
Plan Year 2022-2023	18% Employee Cost Share 82% Employer Cost Share
Plan Year 2023-2024	18.5% Employee Cost Share 81.5% Employer Cost Share
Plan Year 2024-2025	19% Employee Cost Share 81% Employer Cost Share
Plan Year 2025-2026	19% Employee Cost Share 81% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

WELLNESS INCENTIVE

The Town will continue to offer a Wellness Incentive that provides a monetary incentive to employees who participate in the program. In order to be eligible, employees and their spouses must have completed all of their age appropriate screenings and have their physician certify completion of those screenings. *Dependent children are no longer required to submit wellness paperwork.* All Wellness forms are due to HR by June 30th of the plan year.

Plan Year 2021-2022	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2022-2023	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2023-2024	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2024-2025	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2025-2026	\$200 Single Option \$300 Employee plus One Option \$500 Family Option

Employees participating in the High Deductible H.S.A. plan can elect to have their wellness incentive benefit deposited directly into their Health Savings Account

INSURANCE WAIVER BENEFIT

In recognition of the significant cost impact health insurance can have on an employer, the Town pays a premium to staff who waive coverage (*not applicable to single coverage*). Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere (not with the Town of Berlin nor with the Berlin Public Schools), an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of coverage these employee will receive on an annual basis, the following amounts (paid quarterly): Employee Plus One: \$1,800, Family: \$2,500

** Employees who elect to waive coverage and receive the In Lieu of Premium will not be eligible to enroll in benefits (or the Wellness Incentive) until open enrollment unless he/she has a qualifying event as defined in the federal regulations and which allows for changes midyear. At which point, the Waiver would discontinue.*

If in any year of this agreement, the insurance premium increases more than 10%, the Coalition Agreement may be opened to re-evaluate premium cost shares.

APPENDIX VI

This appendix is incorporated for reference. By mutual agreement, the fund was discontinued for members retiring after June 1, 2018.

ADDENDUM Police Post Medical Retirement Fund

In the 2000-2004 Collective Bargaining Agreement, the Town of Berlin (Town) and the Berlin Police Union (Union) established the Police Post-Retirement Medical Account (the Account). The Account is used for the payment of medical premiums as permitted under Section 401(h) of the Internal Revenue Code.

The Account is included under the Town of Berlin Retirement Income Defined Benefit Plan (the Plan). The Plan is a Defined Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code, however, Union members in the Defined Contribution Plan are also entitled to the benefit described therein.

The Internal Revenue Code requires that contributions made to the Account be segregated from the general assets of the Plan, and prohibits those amounts from being used for non-medical purposes.

The Town and the Union agree to the following:

1. The Town shall have no obligation to make any payment into the Account.
2. Each employee shall contribute through payroll deductions an amount equal to two percent (2%) of the annual base earnings of a top step patrol officer to the Account. Said deductions shall be made on a pre-tax basis, where allowed by federal or state statute.
3. The Town will provide an accounting of this fund on an annual basis.
4. Any member who separates service from the Berlin Police Department prior to attaining eligibility for this benefit will not be eligible for the benefit or any refund of contributions made.
5. Prior Union members promoted to positions outside the Union, who continue making contributions into the Account, shall be eligible for this benefit.
6. Former eligible members who retired prior to January 1, 2013, will continue to receive a \$500.00 monthly benefit on their Town of Berlin healthcare plan until both the former member and spouse reach age 65.
7. Former eligible members who retired on or after January 1, 2013 but before the signing of this addendum shall receive either a \$500.00 monthly benefit on his Town of Berlin healthcare plan until both the former member and spouse reach age 65, or a \$600 monthly benefit on his Town of Berlin healthcare plan until the former member reaches age 65.
8. Eligible members retiring on or after the signing of this addendum shall receive a \$600 monthly benefit on his Town of Berlin healthcare plan until he reaches age 65.
9. Eligible retired members may elect to delay receiving the benefit without forfeiting the right to do so at any time up to age 65.
10. If an eligible retired member dies before reaching the age of 65, his spouse will receive the benefit until the member would have reached the age of 65.

The eligibility criteria for the Police Post-Retirement Medical Account are as follows:

1. The later of age 50 or the date the participant has reached the “Normal Retirement Date” criteria as defined in the Town of Berlin Retirement Income Plan, Amended and Restated effective July 1, 1998, and provided further that the employee has completed a minimum of at least twenty years of service to the Berlin Police Department, and continuing until age 65.
2. 55 years of age if the employee has less than 25 years of service to the Berlin Police Department, and continuing until age 65.

The subsidy will be applied under the following options:

Option 1: The retiree and eligible dependents enroll in continuation of coverage benefits with the Town of Berlin healthcare plan. The retiree receives the monthly benefit as a deduction in premium. The retiree is responsible for any remaining monthly premium. If the cost of the premium is less than \$600, only the full premium amount will be deducted.

Option 2: The retiree does not participate in the Town of Berlin healthcare plan. However, the retiree participates in a healthcare plan through another provider. The Town of Berlin will reimburse via the Account, any retiree premiums paid up to the monthly benefit amount for healthcare for the retiree and any eligible dependents on that plan. To ensure the Account remains compliant with Section 401(h) of the Internal Revenue Code, a valid receipt of payment must be provided, prior to any reimbursement from the Account. The retiree will be responsible for any resulting tax implications.

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 13, 2023
SUBJECT: Emergency Dispatchers, CALU Local #911 Union Contract

SUMMARY:

- An agreement between the Town of Berlin and the Emergency Dispatchers has been made. The Union has unanimously voted to approve the contract.
- The length of this agreement is from July 1, 2023 – June 30, 2026.
- Notable changes to this new contract:
 - Section 4.4 – Added language:

The basic work week of the Dispatch Supervisor shall be two (2) week rotation of either a five (5) days on two (2) days off, four (4) days on three (3) days off, or a five (5) days on three (3) days off, four (4) days on two (2) days off schedule. In either case, the Dispatch Supervisor shall work 8.75 hours each day.
 - Section 4.8 – Added language:

The Dispatch Supervisor will be allowed to flex working hours not to exceed 16 hours per calendar week within operational requirements and approval of the division supervisor, in order to work overtime assignments that cannot be filled by off-duty regular members.
 - Section 13.5. – Revised language:

~~No vacation time will be accumulated and carried from one fiscal year to another.~~
No more than two (2) weeks, 80 hours of vacation time may be carried from one fiscal year to another. Carry over vacation time must be used no later than November 1st of the fiscal year. During any fiscal year, a member may elect to receive pay for up to five (5) unused vacation days.
 - Section 14.6 – Revised language:

Paternity (or non-birthing parent) leave for the birth of a child shall not exceed thirty (30) consecutive days of member's sick leave.
 - Section 14.7 – Added language:

Maternity Leave shall be granted in accordance with the Federal Family and Medical Leave Act which entitles employees up to twelve (12) weeks of leave within a 12-month period (total FMLA leave determined by employee's physician via medical certification). FMLA requests must be submitted to the Human Resources department at least thirty (30) days prior to the start of your leave. FMLA is unpaid, however if you have sick, vacation or personal time accrued, the employee will be required to exhaust their accrued time while under FMLA.

- Section 26.1 – Revised language:

All Employees shall advance to their applicable step annually on July 1st reaching Step 4.

Employees shall be advanced to the 6th year, 8th year, and 10th year steps as follows: ~~Anniversary dates between July and December will be credited the fiscal year preceding the anniversary and anniversary dates occurring between January and June will be credited the fiscal year following the anniversary date.~~

Employees hired between July 1st and June 30th of any year shall receive one year of towards the next highest step in wage schedule on the first (1st) day of July immediately preceding the anniversary date of his/her employment.

Employees hired between January 1st and June 30th of any year shall receive one year of credit towards the next highest step in the wage schedule on the first (1st) day of July immediately following the anniversary date of his/her employment.

- Salary Increases: See Appendix A (Page 18) in contract

The Human Resources department is requesting Town Council approval of this union contract.

ACTION NEEDED:

Move to approve and authorize the Town Manager to enter into a contract with the Emergency Dispatchers, CALU Local #911 from July 1, 2023 through June 30, 2026.

ATTACHMENTS:

Union Contract

PREPARED BY: Paula Carabetta, Human Resources Director (Town)



AGREEMENT BETWEEN
THE TOWN OF BERLIN, CONNECTICUT

and

CALU LOCAL #911
(EMERGENCY DISPATCHERS)

JULY 1, 2023 – JUNE 30, 2026

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AGREEMENT

This Agreement is entered into by and between the Town of Berlin, Connecticut (hereinafter referred to as the "Town") and the Connecticut Association of Labor Unions, Local #911 (hereinafter referred to as the "Union").

Article 1

RECOGNITION

- 1.1 The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all Emergency Dispatchers and any other classifications deemed appropriate to this bargaining unit by mutual agreement or decision of Board of Labor Relations, excluding supervisors, professional employees, or seasonal employees, and all others excluded by virtue of the provisions of the Connecticut Municipal Employees Relations Act.

Article 2

UNION MEMBERSHIP

- 2.1 All persons employed after the date of signing this Agreement may join the Union within thirty (30) calendar days of their date of hire.
- 2.2 The Town agrees to deduct from the pay of all bargaining unit employees who authorize such deductions from their wages in writing such membership dues as may be fixed by the Union in accordance with Section 2.4 of this Article. Such deductions shall continue for the duration of the Agreement.
- 2.3 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.

Article 3

TOWN RIGHTS

- 3.1 Unless expressly and specifically limited, modified, abridged, or relinquished by specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulation with respect to members of the Town's Departments, shall remain vested and exclusively in the Town of Berlin, including but not limited to the following:
 - determine the standards of services to be offered by Town Departments;
 - determine the standards of selection for Town employment;

- direct its employees;
- take disciplinary action;
- relieve its employees from duty because of lack of work or for other legitimate reasons;
- issue rules and regulations;
- maintain the efficiency of governmental operations;
- determine work schedules;
- determine the methods, means and personnel by which the Town's operations are to be conducted;
- determine the content of job classifications;
- exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

All of the above rights, responsibilities and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

Article 4

HOURS OF WORK AND OVERTIME

4.1 Each member will alternate weekly working five (5) days with two (2) days off, then work five (5) days with three (3) days off. Each workday shall consist of eight and one-half (8 1/2) hours. In any calendar week, a member may work between thirty-four (34) and forty-two and one-half (42-1/2) hours on a regular assigned basis and will receive forty (40) hours pay for the workweek.

4.2 The workday shall consist of the following shifts:

Day (1st) shift	6:45 a.m. to 3:15 p.m.
Evening (2nd) shift	2:45 p.m. to 11:15 p.m.
Night (3rd) shift	10:45 p.m. to 7:15 a.m.

A dispatcher working an eight and one-half (8 1/2) hour shift shall be allowed a thirty (30) minute paid meal period and a ten (10) minute total allowance for travel to and from work. Dispatchers shall be allowed a fifteen (15) minute coffee break for each four (4) hour work period. Only one dispatcher shall be permitted to take a meal period or coffee break at any given time.

Effective July 1, 2021, any member assigned to work on the night shift, or any part thereof (2245-0715), will receive a shift differential for all hours worked on that shift of

\$1.00 per hour above the member's base rate of pay. The shift differential shall not be included in the calculation of the overtime rate.

- 4.3 When an employee is called to return to duty from home or other off duty locations and the hours of such duty are not contiguous with the terminal hours of a regular shift or tour of duty, he shall be guaranteed a minimum of four (4) hours pay in the event that his services are not required for such a period or the prescribed rate of pay times the number of hours worked, whichever is greater. An employee may be called in early to duty. The employee will be paid from time of the call if they report to duty within thirty (30) minutes of the initial call, otherwise they will be paid for the time upon arrival.
- 4.4 Dispatchers shall be scheduled to work either (A) four (4) months on the Night (3rd) shift or (B) a one (1) month day/one (1) month evening rotation. Assignments to these shifts shall be bid by seniority every four (4) months. There shall be no involuntary rotation of an employee's shift. Employees may exchange shifts to permit attendance at training sessions and similar function or for personal reasons when feasible within requirements of the Town and shall be submitted in written following the chain of command for approval by the Deputy Chief or his/her designee.

The basic work week of the Dispatch Supervisor shall be two (2) week rotation of either a five (5) days on two (2) days off, four (4) days on three (3) days off, or a five (5) days on three (3) days off, four (4) days on two (2) days off schedule. In either case, the Dispatch Supervisor shall work 8.75 hours each day.

- 4.5 Shift Swaps:
- A. All exchanges must be requested in advance in writing and be submitted following the chain of command for approval by the Chief or his/her designee.
 - B. Once a swap has been approved, the responsibility for the shift rests with the employee now scheduled to work. If the employee becomes ill and cannot work, he/she shall be charged with the sick time deduction and the shift will be processed as any other open shift. Any and all types of approved time off will be deducted from the employee taking responsibility for the shift.
 - C. Exchange of shifts and days off shall be permitted within the requirements of the Berlin Police Department, provided that such exchanges do not create overtime and are within the same work week.
- 4.6 Employees shall be paid overtime for all hours worked in excess of the work day and/or work week specified above. There shall be a four (4) hour minimum for all call-ins, payable at the overtime rate. The overtime rate shall be time and one-half the employee's regular hourly rate. Dispatchers will have first choice in filling scheduled overtime.
- 4.7 Overtime assignments shall be allocated by means of the distribution system, mutually agreed to between the parties as follows"

Overtime shall be allocated by means of "InTime Staff Scheduling and Time Management" software system. The system posts assignment by date and time. It then automatically fills the assignment based upon the number of jobs assigned to a member that week, assigning the member that has signed up for the job with the least amount of jobs for that week. If two or more members are signed up with the same number of jobs, it then reverts to the least number of hours worked for the quarter. If two or more members still have the same number of hours, the most senior member is assigned. It is the responsibility of the Union to determine the time parameters of the posts and fillings.

- 4.8 The Dispatch Supervisor will be allowed to flex working hours not to exceed 16 hours per calendar week within operational requirements and approval of the division supervisor, in order to work overtime assignments that cannot be filled by off-duty regular members.
- 4.9 If overtime is not filled by this method, then the mandatory overtime agreement shall be in effect and Dispatchers shall be ordered in for the available overtime, as follows:

If none of the Dispatchers who signed up for the particular time slot are willing to work the assignment, the Scheduling Officer will reference the Mandatory Overtime Record and order-in the Dispatcher with the least number of previous order-ins. If that Dispatcher cannot be contacted, the Scheduling Officer will contact the next Dispatcher on the list and so on until the assignment is filled.

At his/her convenience, the Scheduling Officer may attempt to contact Dispatchers who have not indicated a desire to work the particular slot and offer it to them. In addition, a Dispatcher ordered-in under the mandatory system may attempt to get another Dispatcher to work the assignment. If successful, the credit for the order-in would then be expunged from the Mandatory Overtime Record. Order in hours shall be reset to zero each January 1st.

- 4.10 Employees may accrue compensatory time off in lieu of paid overtime as outlined under FLSA regulations. Compensatory time will be tracked by days or fractions thereof (e.g. one-half (.5) day, three quarters (.75) day). Members may carry no more than 10 days of compensatory time in their time banks. Compensating time shall be earned in one-hour increments. Members shall be allowed to take compensatory time off in blocks, one-half day (.5) or whole days, except that requests for compensatory time off shall be denied if it creates overtime. Unused compensatory time shall be carried over from fiscal year to fiscal year. No member can be ordered to take compensating time in lieu of pay by the Town for any reason. Dispatchers shall not work more than seventeen (17) hours in any twenty-four (24) hour period.

Article 5

PROBATIONARY PERIOD

- 5.1 Each dispatcher shall serve a one (1) year probation period commencing upon the completion of the CTO training program. During such period, the employee/dispatchers

may be discharged by the Town without recourse of the grievance and arbitration provisions of this Agreement by either the Union or the employee.

Article 6

SENIORITY

- 6.1 In the event of a layoff, the employees least senior in service shall be laid off first within each classification (Dispatcher or Administrative Dispatcher) In the event of recall from layoff, employees shall be called back by department on the basis of seniority, starting with the most senior employee.
- 6.2 The Town agrees to furnish the Union with a seniority list showing the employees' length of service upon request.
- 6.3 Laid off full time employees with the most seniority shall be rehired first, then part-time, provided they can perform the work available and no new employees shall be hired until all laid off employees have been given an opportunity to return to work, provided they can perform work available.

Article 7

PROMOTIONS

- 7.1 All vacancies and new positions in the bargaining unit shall be posted on the Union bulletin board. Employees shall be allowed seven (7) full working days from the date of posting to apply for and be considered for such vacancy or new position. The Chief of Police shall refrain from recruiting outside applicants during this period, but may advertise after the seven (7) day period has concluded.
- 7.2 If, in the sole discretion of the Chief of Police, there are two (2) employees having equal qualifications, the most senior employee shall be advanced. The Chief of Police shall be the sole judge of the qualification of employee to perform the required work. Nothing herein contained shall guarantee that vacancies and new positions will be filled from within the bargaining unit.

ARTICLE 8

LONGEVITY

- 8.1 Employees hired on or before July 1, 2017, shall in addition to their regular pay, receive longevity pay in accordance with the following schedule effective upon execution of this agreement:

After five (5) years	\$600
After ten (10) years	\$800
After fifteen (15) years	\$1,050
After twenty (20) years	\$1,200

- 8.2 Upon becoming eligible for longevity pay, such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive longevity pay in two payments on the second (2nd) payday following December 1 and June 1. Longevity shall be paid only as earned and not in advance. Longevity pay shall be prorated for part-time employees.

Article 9

INSURANCE

- 9.1 Employees working at least thirty (30) hours per week, and their dependents are eligible to participate in the insurance benefit plan agreed to by the Town and the Union in the coalition agreement attached hereto as Appendix B, unless modified through agreement by the Town and the Union through the coalition medical group. Any such changes shall be by way of a signed written agreement and appended hereto as Revised Appendix B.
- 9.2 Short Term Disability Insurance providing income of 66 2/3% of base weekly wage per week (to a maximum of \$600.00) in the event of disability with a thirteen (13) week maximum.
- 9.3 Group Life Insurance for each employee in an amount equal to her annual base wage rounded up to the nearest \$1,000, with a minimum of \$10,000 and a maximum of \$100,000.
- 9.4 Accidental Death and Dismemberment Insurance equal to the Life insurance amount.
- 9.5 Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars.
- 9.6 Any bargaining unit member who shall suffer personal injury in the course of employment with the Town, and who shall be eligible for weekly payments under the Workers' Compensation Act, shall be paid by the Town the monetary difference between the employee's net weekly straight time wages and benefits payable under the Act for a period of six (6) months. Absence during such injury shall not be charged to an employee's earned time (vacation, sick leave, etc.).
- 9.7 The Town will continue to provide the benefits enumerated in this Article with respect to health care benefits to all retired employees and their eligible dependents until Medicare eligibility. The full cost of such continuance shall be paid by the retiree. Medicare eligible retirees may purchase the Town's supplemental insurance at group rates through the Town, if available.
- 9.8 Employees shall be granted all benefits provided herein with such benefits prorated, based on the employee's work week against forty (40).
- 9.9 The Town reserves the right to change insurance carriers as long as benefits and coverages remain substantially equivalent to those enumerated in this Agreement, when considered as a whole. If the Town does change carriers, it shall notify the Union thirty (30) days in advance of such change.

Article 10

RETIREMENT PLANS

- 10.1 The terms of the Coalition Bargaining Agreement dated January 8, 2015 and attached hereto as Appendix C shall be followed with respect to the Defined Contribution Plan. The Town agrees to allow a representative from this bargaining unit to sit on the Pension Investment Committee.

Article 11

HOLIDAYS

- 11.1 Employees shall receive eight (8) hours holiday pay for each of the following holidays not worked (excluding workers compensation leave):

New Years' Day	January 1
Martin Luther King Day	State Observed Holiday
President's Day	State Observed Holiday
Good Friday	State Observed Holiday
Memorial Day	State Observed Holiday
Juneteenth	June 19
Independence Day	July 4
Labor Day	State Observed Holiday
Columbus Day	State Observed Holiday
Veteran's Day	November 11
Thanksgiving Day	State Observed Holiday
Christmas Day	December 25

- 11.2 Employees shall have the option to receive a one (1) day, eight (8) hours time off per holiday (excluding workers' compensation leave) at some other mutually agreed time in lieu of holiday pay, provided it does not create an overtime situation. Holiday Time may be taken in four (4) hour increments. Holidays do not accrue beyond the current fiscal year.
- 11.3 A dispatcher working on a holiday shall receive double time (2x) for all hours worked on a holiday plus holiday pay as specified above provided the dispatcher works the day before the holiday and the day after the holiday unless one of these days is a scheduled day off. If a holiday occurs while an employee is on vacation leave, the holiday will be considered as a paid holiday and not a vacation day.
- 11.4 Dispatchers will receive two (2) floating holidays as approved by the department head between July 1st and June 30th - no accrual from year to year. Floating holidays may be taken in four (4) hour increments provided it does not create a mandatory overtime.

Article 12
PERSONAL LEAVE

- 12.1 Employees shall be eligible for four (4) paid personal days. Personal Days will be prorated for new hires. Request for personal days shall be made upon the appropriate form and shall be in increments of four (4) hours. No such time off shall be permitted, if an overtime situation is created, without special permission requested in writing following the chain of command for approval by the Chief of Police or his/her designee. During any fiscal year, if an employee's request for personal time creates an overtime situation, the Town will attempt to fill up to three (3) days, twenty-four (24) hours of personal time through the use of the overtime system, the request shall not be denied. Employees shall note on their requests if they desire to exercise this option. Personal days shall not be carried over from fiscal year to fiscal year.

Article 13
VACATION

- 13.1 Regular full time employees shall receive vacation pay at forty (40) hours times their straight time hourly rate at their normal weekly salary, exclusive of overtime for each week in accordance with the following schedule:

<u>Length of Employment</u>	<u>Vacation</u>
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

Vacation time shall be earned month by month on a pro rate basis and credited on an annual basis each July 1st as is current practice.

New employees hired between July 1st and December 31st will receive five (5) days of vacation upon hire, which can be used after successful completion of the initial training period. New employees hired between January 1st and June 30th will receive five days (5) of vacation on July 1st which can be used upon successful completion of the initial training period.

- 13.2 Vacations between June 1 and September 15 shall be for no more than two (2) weeks. One employee per shift shall be authorized to take vacation time off. Denial of vacation time may only be made if there is no replacement available or in the case of an emergency. An employee may take any additional vacation to which he/she is entitled as scheduled to be submitted in writing following the chain of command for approval of the Chief of Police or his/her designee.
- 13.3 Requests for vacation must be submitted in writing to the Chief of Police or his/her designee by March 1 of each year if the vacation is desired between June 1 and

September 15th. In return, a reply from the office of the Chief or his/her designee shall be returned to the person submitting said request by April 1st approving or denying the request. If, due to operational requirements, the Town/Police administration denies vacations, a reason must be presented in writing.

- 13.4. When necessary, preference as to time of taking vacation shall be given to employees of greater seniority. Vacation may be taking in four (4) hour increments. Once vacation day is approved, it cannot be denied.
- 13.5. No more than two (2) weeks, 80 hours of vacation time may be carried from one fiscal year to another. Carry over vacation time must be used no later than November 1st of the fiscal year. During any fiscal year, a member may elect to receive pay for up to five (5) unused vacation days.
- 13.6. Upon termination of employment with the Town in good standing the employee shall be paid all accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased to the employee's estate or beneficiary). In no event shall such payment exceed three (3) weeks of pay.

Article 14

SICK LEAVE

- 14.1 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered as a privilege which an employee may use at her discretion. No more ten (10) sick days per year may be used to care for the illness or injury of an immediate family member who is residing in the employee's household. Immediate family member is defined as mother, father, sibling, spouse and/or child. Members may use up to 5 of those 10 family sick days for an immediate family member who is not domiciled in the employees' household. Family sick leave must be denoted on the timecard for payroll to track. Sick leave shall be allowed for lost time for medical, optical or dental appointments during working hours as approved by the Supervisor. Sick leave shall be used in increments of at least one (1) hour.
- 14.2 For any absence for which sick leave is claimed, notice must be given on scheduled work day to the Supervisor within two (2) hours before starting time. The Town may require evidence of eligibility for sick leave when an employee has been absent for three (3) consecutive days or more or when there is reason to suspect abuse of sick leave, in the form of a physician's certificate. Such certificate shall state the nature of the illness or injury and the expected duration. Sick leave can be taken in one (1) hour increments if it doesn't create overtime and four (4) hour increments if it does create overtime.
- 14.3 Regular full time employees shall earn sick leave credits at the rate of one and one quarter (1-1/4) normal work day per month, up to a maximum of fifteen (15) sick leave days per fiscal year. Sick leave may be cumulative to one hundred fifty (150) days.
- 14.4 The Town will place employees who are absent from work due to illness or injury for

five (5) or more consecutive days on Family and Medical Leave when appropriate. The FMLA is granted in conjunction with sick leave benefits, they are used concurrently. FMLA paperwork will be required and failure to medically substantiate absences under this policy will result in loss of benefit.

- 14.5 Employees on unpaid Family and Medical Leave shall continue to pay their portion of the premium cost of their health insurance contribution out of pocket.
- 14.6 Paternity (or non-birthing parent) leave for the birth of a child shall not exceed thirty (30) consecutive days of member's sick leave.
- 14.7 Maternity Leave shall be granted in accordance with the Federal Family and Medical Leave Act which entitles employees up to twelve (12) weeks of leave within a 12-month period (total FMLA leave determined by employee's physician via medical certification). FMLA requests must be submitted to the Human Resources department at least thirty (30) days prior to the start of your leave. FMLA is unpaid, however if you have sick, vacation or personal time accrued, the employee will be required to exhaust their accrued time while under FMLA.

Article 15

WORKERS' COMPENSATION LEAVE

- 15.1 In the event an employee is absent due to injury suffered in the course of his employment, he shall receive from the Town of Berlin a weekly amount equal to that to which he would be entitled under the Workers' Compensation Act until such time as he begins receiving payments directly from the Workers' Compensation insurance carrier; and, at that time, all sums advanced by the Town under the provisions of this paragraph shall be returned by the employee to the Town of Berlin.
- 15.2 The Town shall not withhold Federal taxes or apply any deductions against that portion of the weekly advance payment made under the provisions that represent an amount equal to Workers' Compensation payments.
- 15.3 The Town reserves the right to require the employee to submit to an independent medical examination by a doctor of the Town's choice and at the Town's expense.

Article 16

MILITARY LEAVE

- 16.1 A dispatcher who is in the reserves and has to report for duty one (1) or two (2) days a month, may change his or her scheduled days off, within the same work week, to accommodate their military schedule provided an overtime situation is not created. Workweek consists of seven (7) days Sunday through Saturday.

Article 17

JURY DUTY

- 17.1 Paid Leave for jury duty shall be granted upon presentation of summons for such duty. Payment for jury duty, excluding meal and travel allowance, shall be reimbursed to the Town.

Article 18

BEREAVEMENT LEAVE

- 18.1 Special leave of absence of up to a maximum of five (5) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Spouse, Sister or half-sister. Child or Step-child, Brother or half-brother, Parent.
- 18.2 Special leave of absence of up to a maximum of three (3) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Mother-in-law, Father-in-law, Step-parent, Step-brother, Step-sister, Grandchild, Grandparent, Other relative domiciled in employee's household.
- 18.3 Special leave of absence two (2) working days with pay shall be granted an employee for the purpose of funeral attendance in the event of death of the employee's: Niece, Nephew, Sister-in-law, Brother-in-law, Aunt, Uncle, including Aunt and Uncle by marriage, Daughter-in-law, Son-in-law, Grandparents-in-law, if the decedent's funeral is out of state; otherwise such leave shall be one (1) day.
- 18.4 The Town may require proof of death before granting special leave under Paragraphs 18.1, 18.2 and 18.3 above.

Article 19

DISCHARGE & DISCIPLINE

- 19.1 No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause.
- 19.2 Discipline shall normally proceed in the following order:
- (a) Verbal warning
 - (b) Written warning
 - (c) Suspension without pay
 - (d) Discharge
- 19.3 The parties recognize and agree that certain infractions of a serious nature require immediate serious disciplinary action without recourse to progressive discipline. If an infraction is repeated, and if the sequence set forth above is followed, the next step in the sequence shall be invoked unless more than two (2) years have elapsed since the

infraction was previously committed and no disciplinary action has been taken against the employee in the interim.

Article 20

GRIEVANCE AND ARBITRATION

- 20.1 Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement, it shall be settled in the manner detailed below. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances, which may from time to time arise affecting the welfare or working conditions of employees.
- 20.2 The grievance procedure for Police Dispatcher shall be as follows:
- STEP ONE: The aggrieved employee shall present the grievance in writing to the Deputy Chief not later than fourteen (14) calendar days after the occurrence of the incident giving rise to the grievances. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee, and/or the steward and/or the president who shall attempt to settle it within seven (7) calendar days.
- STEP TWO: If they are unable to do so, the grievance may be submitted to the Chief of Police within fourteen (14) calendar days thereafter. If submitted, the grievance shall be discussed with the employee or representative of the Union and the Chief of Police who shall attempt to settle it within seven (7) calendar days. If they are unable to do so, the grievance may be submitted within fourteen (14) calendar days thereafter by the Union to the Board of Police Commissioners to be heard at their next scheduled meeting.
- STEP THREE: If submitted, the grievance may be discussed by the employee or local union representative and CALU representative of the Union with the Board of Police Commissioners or unless the grievance relates to a financial matter (not including disciplinary actions) at which time it shall be submitted to the Town Manager. The Board's answer to the grievance shall be in writing. In the event they are unable to settle the grievance within fourteen (14) calendar days, it may be submitted by the Union for arbitration as provided below.
- 20.3 In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to mediation and/or arbitration under the State Mediation and Arbitration Service. The request for mediation and/or arbitration must be in writing and be filed with the State Board of Mediation and Arbitration not later than thirty (30) days after the written answer of the Town's designated representative in Step Three is given to the Union.
- 20.4 Any grievance not submitted to a higher step in the grievance procedure within the time limits provided above shall be deemed settled on the basis of the decision of the Town in the last step in which the grievance was discussed and shall not be subject to further processing.

- 20.5 The arbitrator's award shall be final and binding as provided by law, but he shall not have power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement

Article 21

UNION BUSINESS

- 21.1 The Town shall allow time off without loss of pay or benefits up to a total of seventeen (17) hours per calendar year for officers for Union business. The Union shall notify the Chief's office in writing of time and locations of such events, five (5) days in advance and not more than one (1) dispatcher per Town Department shall be off at any one time. Such leave may be taken in one hour increments.
- 21.2 No more than two (2) members of the Union shall be allowed work release time, with pay, for the purpose of contract negotiations. Meetings shall be scheduled alternately on town time and personal time.
- 21.3 The Union President or Steward shall be allowed to leave her work station for the purpose of investigating matters relative to the terms and conditions of this Agreement, provided, however, that such work release time is subject to approval of the Police Chief or his/her designee. Requests for work release time for the purpose stated herein shall not be unreasonably denied.
- 21.4 Members whose attendance is required shall suffer no loss of pay or benefits for time spent attending meetings with the Town, or hearings scheduled by the State Board of Labor Relations, or Board of Mediation and Arbitration.

Article 22

MISCELLANEOUS PROVISIONS

- 22.1 The Town agrees to provide the Union with a bulletin board located in the dispatch office for the posting of notices pertaining to Union affairs. The Union may utilize the interoffice mail system for distribution of Union mail with the permission of the Chief or his/her designee, which shall not be unreasonably denied.
- 22.2 The Town shall provide written notice within ten (10) days to the Union President of all personnel changes, including terminations, new hires, transfers, promotions and leaves
- 22.3 If an employee's own car is used, travel reimbursement will be at the prevailing IRS mileage rate, in compliance with the Town's reimbursement policy.
- 22.4 The Town will provide each employee in the bargaining unit an electronic copy of this Agreement within thirty (30) days after the date of execution of same and new employees shall receive a copy of this Agreement at the time of hire.

Article 23

CLOTHING ALLOWANCE

- 23.1 Upon successful completion of the CTO program, dispatchers shall be eligible for up to \$300 per fiscal year for uniform reimbursement upon submission of receipt. Effective July 1, 2021 the uniform reimbursement will be increased to \$350.
- 23.2 The uniform allowance will be prorated for those employees who are less than full-time equivalent.
- 23.3 Employees must submit receipts for purchases prior to payment or use the purchase orders at approved vendors for the annual uniform allowance.
- 23.4 All employees receiving a uniform allowance shall adhere to the Department's established Dress code.

Article 24

TUITION AND EDUCATION REIMBURSEMENT

- 24.1 The Town agrees to provide bargaining unit members with financial reimbursement for job and/or career related training or education within the following parameters:
 - A. Prior approval for the course, training program or seminar must be requested by the bargaining unit member following the chain of command for approval by the Chief of Police or his/her designee.
 - B. Such education or training must be directly related to member's current job, or a specific future promotional opportunity that may occur within the Town. Promotional opportunities need not be limited to bargaining unit positions, but must be related to positions currently existing with the Town or those the Town clearly intends to establish.
 - C. There shall be a \$2,000 limit for the unit pro-rated per year based on the number of participants each year for tuition or cost of courses. Books, fees, transportation and miscellaneous expenses are excluded.
 - D. In order to receive reimbursement, the member must present to the Town Manager:
 - 1) Evidence of tuition payment in full.
 - 2) Evidence of satisfactory completion of the course, with a grade of "B" or a pass in instances where a course is offered on a pass/fail basis.
 - E. All such education and/or training must occur during non-duty hours unless approval is received in advance by the Chief of Police or his/her designee following the chain of command.

- F. Information regarding minimum educational requirements for existing Town positions and possible future Town positions will be made available to any member by appointment with the Town Manager. Such information shall be used by the Town Manager and bargaining unit members to determine the feasibility of any intended tuition reimbursement request.

Article 25

COMPENSATION STEP SCHEDULE

- 25.1 In the event a new employee is a U.S. certified Telecommunicator, he/she shall be placed on the wage scale in accordance with the following:
- Less than 10 years' experience: Step 1
10 or more years' experience: Step 2
- 25.2 Training differential for CTO dispatcher: +\$2.75 per hour during training as reflected in Appendix A.
- 25.3 Pay shall be processed Bi-weekly. Errors in payroll shall be adjusted as soon as practicable, but no later than the next pay period.

Article 26

COMPENSATION STEP SCHEDULE ADVANCEMENT

- 26.1 All Employees shall advance to their applicable step annually on July 1st reaching Step 4.
- Employees shall be advanced to the 6th year, 8th year, and 10th year steps as follows:
- Employees hired between July 1st and June 30th of any year shall receive one year of towards the next highest step in wage schedule on the first (1st) day of July immediately preceding the anniversary date of his/her employment.
- Employees hired between January 1st and June 30th of any year shall receive one year of credit towards the next highest step in the wage schedule on the first (1st) day of July immediately following the anniversary date of his/her employment.
- 26.2 New employees shall be placed in the "Entry" step and shall remain in that step for one (1) calendar year, after which time they shall be advanced to Step I, and subsequently follow procedure I above.

Article 27

DURATION

- 27.1 This Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues and neither party shall be required during the term hereof

to negotiate or bargain upon any issue whether it is covered or is not covered in this Agreement.

- 27.2 This Agreement shall be binding upon the Town, the Union and the employees and shall continue from the 1st day of July, 2023 until midnight on the 30th day of June, 2026.
- 27.3 If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, that the parties have caused their names to be signed on this _____ June, 2023.

FOR THE TOWN OF BERLIN

REPRESENTING LOCAL #911 OF
CONNECTICUT ASSOCIATION OF LABOR
UNIONS

Town Manager

President, CALU Local #911

Witness

APPENDIX A

	Entry	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Incr	Incr
Civilian Dispatcher	FY23	28.57	29.22	29.83	30.54	31.12	31.97	31.97	32.78	32.78	33.60	2.25%	\$0.00
Civilian Dispatcher Trainer	FY23	30.32	30.97	31.58	32.29	32.87	33.72	33.72	34.53	34.53	35.35	0.0%	\$1.75
Civilian Dispatcher Trainee	FY23	26.82	27.47	28.08	28.79	29.37	30.22	30.22	31.03	31.03	31.85	0.0%	\$1.75
Administrative Dispatcher	FY23	32.30	33.00	33.71	34.49	35.16	36.09	36.09	37.03	37.03	37.96	2.25%	0.00

	Entry	1st	2nd	3rd	4th	5th	6th	Incr	Incr
Civilian Dispatcher	FY24	30.62	31.23	31.94	32.52	33.37	34.18	35.00	\$1.40
Civilian Dispatcher Trainer	FY24	33.37	33.98	34.69	35.27	36.12	36.93	37.75	\$2.75
Civilian Dispatcher Trainee	FY24	28.87	29.48	30.19	30.77	31.62	32.43	33.25	\$1.75
Civilian Dispatcher	FY25	32.37	32.98	33.69	34.27	35.12	35.93	36.75	\$1.75
Civilian Dispatcher Trainer	FY25	35.12	35.73	36.44	37.02	37.87	38.68	39.50	\$2.75
Civilian Dispatcher Trainee	FY25	30.62	31.23	31.94	32.52	33.37	34.18	35.00	\$1.75
Civilian Dispatcher	FY26	34.12	34.73	35.44	36.02	36.87	37.68	38.50	\$1.75
Civilian Dispatcher Trainer	FY26	36.87	37.48	38.19	38.77	39.62	40.43	41.25	\$2.75
Civilian Dispatcher Trainee	FY26	32.37	32.98	33.69	34.27	35.12	35.93	36.75	\$1.75

Dispatch Supervisor

	Entry	1st	2nd	3rd	4th	5th	6th	Incr	Incr
Dispatcher Supervisor	FY24	36.85	37.56	38.34	39.01	39.94	40.88	41.84	0.0%
Dispatcher Supervisor	FY25	38.60	39.31	40.09	40.76	41.69	42.63	43.56	0.0%
Dispatcher Supervisor	FY26	40.35	41.06	41.84	42.51	43.44	44.38	45.31	0.0%

APPENDIX B

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2021, by and between the Town of Berlin (the "Town") and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UE Local 222, CILU/CIPU, CILU #52); Berlin White Collar Employees (CALU Local #2); Home Care and School Health Care Workers of Berlin Unit #20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); Berlin Middle Management Association; Berlin Dispatchers (CALU Local #911); and Berlin Police Union (Fraternal Order of Police Lodge 56).

WHEREAS, the Town and the Unions wish to have a single health benefit plan for all Town employees;

WHEREAS, the parties wish to enter into a Medical Insurance Coalition Agreement (hereinafter "MICA") in an effort to control rising insurance costs;

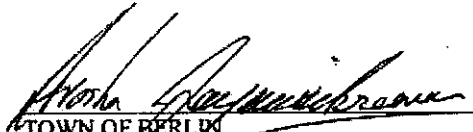
WHEREAS, a description of the 2021-2026 MICA insurance plan is attached hereto as Exhibit A; and

WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:


1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the date of the execution of this agreement until July 1, 2026.
3. If by June 30, 2026, no party seeks a change in the insurance plan that is in effect at the time of the execution of this agreement, the Town and a representative of each of the unions named above shall negotiate to develop a successor insurance plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 17 of February 2021.


TOWN OF BERLIN


BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52


BERLIN WHITE COLLAR EMPLOYEES, CALU Local #2


HOMECARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN
UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME


BERLIN MIDDLE MANAGEMENT ASSOCIATION


BERLIN DISPATCHER EMPLOYEES, CALU Local #911


THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 1: Century Preferred PPO:

NO CHANGE IN CURRENT PLAN DESIGN

In-Network: Hospital Co-pay Outpatient Surgery Co-pay Emergency Room Co-pay Urgent Care Office Co-pay (Prev/Sick/Specialist) Maximum Out-of-Network: Deductible (Ee/Ee+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age	Employee Cost \$100 Co-pay \$100 Co-pay \$100 Co-pay \$25 Co-pay \$0 / \$20 / \$20 Co-pay unlimited \$200 / \$400 / \$500 Deductible \$1000 / \$2000 / \$2500 OOP \$1,000,000 To age 26
Prescription Drug: Retail Co-pay Mail Order Co-pay Maximum Formulary	Managed Drug Plan \$10 / \$25 / \$40 Co-pay \$20 / \$50 / \$80 for 90 days No annual maximum 3 Tier Formulary Plan

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision: Dental: Rider A, B, C & D Dependent Child Coverage	Blue View Vision Plan BVMO Full Yes To age 26
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EMPLOYEE PREMIUM COST SHARES

Century Preferred PPO	
Plan Year 2021-2022	27.5% Employee Cost Share 72.5% Employer Cost Share
Plan Year 2022-2023	28% Employee Cost Share 72% Employer Cost Share
Plan Year 2023-2024	28.5% Employee Cost Share 71.5% Employer Cost Share
Plan Year 2024-2025	29% Employee Cost Share 71% Employer Cost Share
Plan Year 2025-2026	29% Employee Cost Share 71% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 2: High Deductible Plan & HSA:

July 1, 2021 - June 30, 2022 - \$2,000/\$4,000 High Deductible plan with HSA
 July 1, 2022 - June 30, 2025 - \$2,250/\$4,500 High Deductible plan with HSA
 July 1, 2025 - June 30, 2026 - \$2,500/\$5,000 High Deductible plan with HSA
 All Well Visits provided at no cost to the participant without impact on deductible.
 Managed Rx with co-pays after deductible is met (\$10 / \$25 / \$40)

Health Savings Account Funding:

Plan Year 2021-2022	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2022-2023	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2023-2024	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2024-2025	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2025-2026	Town Funds 50% of Deductible Deposited with the first pay in July

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision:	Blue View Vision Plan BVMO
Dental:	Full
Rider A, B, C & D	Yes
Dependent Child Coverage	To age 26

EMPLOYEE PREMIUM COST SHARES

High Deductible with H.S.A.

Plan Year 2021-2022	17.5% Employee Cost Share 82.5% Employer Cost Share
Plan Year 2022-2023	18% Employee Cost Share 82% Employer Cost Share
Plan Year 2023-2024	18.5% Employee Cost Share 81.5% Employer Cost Share
Plan Year 2024-2025	19% Employee Cost Share 81% Employer Cost Share
Plan Year 2025-2026	19% Employee Cost Share 81% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

WELLNESS INCENTIVE

The Town will continue to offer a Wellness Incentive that provides a monetary incentive to employees who participate in the program. In order to be eligible, employees and their spouses must have completed all of their age appropriate screenings and have their physician certify completion of those screenings. *Dependent children are no longer required to submit wellness paperwork.* All Wellness forms are due to HR by June 30th of the plan year.

Plan Year 2021-2022	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2022-2023	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2023-2024	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2024-2025	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2025-2026	\$200 Single Option \$300 Employee plus One Option \$500 Family Option

Employees participating in the High Deductible H.S.A. plan can elect to have their wellness incentive benefit deposited directly into their Health Savings Account

INSURANCE WAIVER BENEFIT

In recognition of the significant cost impact health insurance can have on an employer, the Town pays a premium to staff who waive coverage (*not applicable to single coverage*). Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere (not with the Town of Berlin nor with the Berlin Public Schools), an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of coverage these employee will receive on an annual basis, the following amounts (paid quarterly): Employee Plus One: \$1,800. Family: \$2,500

** Employees who elect to waive coverage and receive the In Lieu of Premium will not be eligible to enroll in benefits (or the Wellness Incentive) until open enrollment unless he/she has a qualifying event as defined in the federal regulations and which allows for changes midyear. At which point, the Waiver would discontinue.*

If in any year of this agreement, the insurance premium increases more than 10%, the Coalition Agreement may be opened to re-evaluate premium cost shares.

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 12, 2023

SUBJECT: Timberlin Golf Course – Equipment Lease

Summary of Agenda Item:

The Director of Golf, Sol Guerrero, has recommended entering into a lease agreement for the two utility carts listed below with EZ-GO who is using PNC Bank, National Association. The lease term is for 54 months with a total of \$34,348.65. Rent payments are due in yearly payments of \$6,879.73 starting 8/1/23 and ending 8/1/27.

At the end of the lease, the town can purchase the utility carts under the market value cost or return the utility carts under no penalty.

<u>Proposed Equipment</u>	<u>Equipment Cost</u>
Cushman Hauler Pro	
Cushman Hauler Pro	
Cushman Hauler 1200	
Total Equipment Cost	\$34,348.65
<u>Annual Lease Payment</u>	\$6,879.73

Action Needed:

Move to authorize the Town Manger to sign the lease document to approve 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.

Attachments:

- Lease Document

Prepared By:

Sol Guerrero, PGA -Director of Golf





Dated as of January 31, 2023

Lease Number 1164037-3

Town of Berlin
 Course Name: Timberlin Golf Course
 330 Southington Road
 Kennington, CT 06037

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Please have the Authorized Signor execute the documents and provide their title.
 - Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
 - Schedule of Payments – Please sign and provide the title of the signor.
 - Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
 - Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
 - If you are tax exempt, please provide a copy of your Tax Exemption Certificate.
-
- Above documentation can be emailed to Joanne Malliaras at Joanne.Malliaras@pnc.com

Thank you for choosing PNC Bank, National Association for your financing needs. We appreciate your business. If I can be of assistance, please contact Joanne Malliaras at Joanne.Malliaras@pnc.com.

Sincerely,

Joanne Malliaras
 Commercial Transaction Coordinator

Lease Agreement

Dated as of January 31, 2023
Lease Number: 1164037-3

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee:	LESSEE FULL LEGAL NAME	FEDERAL TAX ID
	Town of Berlin 330 Southington Road Kennsington, CT 06037	066002016

Equipment Description:

Quantity	Description	Serial No.
2	New Cushman Hauler Pro	
1	New Cushman Hauler 1200	
-Together with all attachments, tooling, accessories, appurtenances, and additions thereto.		

Lease Term is for 54 months, with Rent payments due in 5 Yearly Payments (plus applicable tax); each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.

- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause

Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "Sanctioned Jurisdiction" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

Town of Berlin

("Lessee")

X

Authorized Signature

Print Name

Title:

Date

330 Southington Road
Kennsington, CT 06037

PNC Bank, National Association

("Lessor")

X

Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

CERTIFICATE OF ACCEPTANCE

Lease Number: 1164037-3

In compliance with the terms, conditions and provisions of Lease Agreement # 1164037-3 ("**Lease**") by and between the undersigned **Town of Berlin** ("**Lessee**") and PNC Bank, National Association ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;
2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and
3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

Town of Berlin
("**Lessee**")

X

Authorized Signature

Print Name

Title:

Date

330 Southington Road
Kennington, CT 06037

SCHEDULE OF PAYMENTS

Lease Number 1164037-3

Attached to and made a part of that certain Lease Agreement by and between PNC Bank, National Association, as Lessor, and **Town of Berlin**, as Lessee.

Rent payments are payable as follows:

Payment Number	Payment Date	Rent Payment
1	5/1/2023	\$0.00
2	6/1/2023	\$0.00
3	7/1/2023	\$0.00
4	8/1/2023	\$6,879.73
5	9/1/2023	\$0.00
6	10/1/2023	\$0.00
7	11/1/2023	\$0.00
8	12/1/2023	\$0.00
9	1/1/2024	\$0.00
10	2/1/2024	\$0.00
11	3/1/2024	\$0.00
12	4/1/2024	\$0.00
13	5/1/2024	\$0.00
14	6/1/2024	\$0.00
15	7/1/2024	\$0.00
16	8/1/2024	\$6,879.73
17	9/1/2024	\$0.00
18	10/1/2024	\$0.00
19	11/1/2024	\$0.00
20	12/1/2024	\$0.00
21	1/1/2025	\$0.00
22	2/1/2025	\$0.00
23	3/1/2025	\$0.00
24	4/1/2025	\$0.00
25	5/1/2025	\$0.00
26	6/1/2025	\$0.00
27	7/1/2025	\$0.00
28	8/1/2025	\$6,879.73
29	9/1/2025	\$0.00
30	10/1/2025	\$0.00
31	11/1/2025	\$0.00
32	12/1/2025	\$0.00
33	1/1/2026	\$0.00
34	2/1/2026	\$0.00
35	3/1/2026	\$0.00
36	4/1/2026	\$0.00
37	5/1/2026	\$0.00
38	6/1/2026	\$0.00
39	7/1/2026	\$0.00
40	8/1/2026	\$6,879.73

41	9/1/2026	\$0.00
42	10/1/2026	\$0.00
43	11/1/2026	\$0.00
44	12/1/2026	\$0.00
45	1/1/2027	\$0.00
46	2/1/2027	\$0.00
47	3/1/2027	\$0.00
48	4/1/2027	\$0.00
49	5/1/2027	\$0.00
50	6/1/2027	\$0.00
51	7/1/2027	\$0.00
52	8/1/2027	\$6,879.73
53	9/1/2027	\$0.00
54	10/1/2027	\$0.00

Town of Berlin
 ("Lessee")

X _____
 Authorized Signature

 Print Name

 Title:

PNC Bank, National Association
 ("Lessor")

By: _____

Title _____

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 1164037-3

Lessee: **Town of Berlin**

Amount: **\$34,348.65** (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____	_____
Name	Title
_____	_____
Name	Title

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **Town of Berlin**

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____



January 31, 2023

Town of Berlin

Course Name: Timberlin Golf Course

330 Southington Road

Kennington, CT 06037

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Bank, National Association and Town of Berlin

Before funding your transaction, PNC Bank, National Association requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
2	New Cushman Hauler Pro	
1	New Cushman Hauler 120	

As a condition to entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.
6. If vehicles, please include comprehensive and collision deductible on certificate.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee

Attn: Insurance Department

655 Business Center Drive, Suite 250

Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com

CUSTOMER INFORMATION**Lease # 1164037-3**

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: Town of Berlin		Federal Tax ID Number: 066002016	
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

<input type="checkbox"/> Monthly Invoice (Mail)		
Invoices should be directed to:	Attention:	
Address	City:	
<input type="checkbox"/> Monthly Invoice (Email)		Email:
Billing Contact:		

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature 	Date
Email:	



PNC Bank, National Association ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- ☐ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property. If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?
- ☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

- ☐ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State _____
Taxing District _____

Additional comments:

Lease Number 1164037-3

Lessee: Town of Berlin

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM