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**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, June 20, 2023  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.**

**A. CALL TO ORDER:**

Mayor Kaczynski called the Town Council Meeting to order at 7:03 p.m.

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL:**

Those in attendance were:

Councilor Sandra Coppola  
Councilor Casey Foster  
Mayor Mark Kaczynski  
Councilor Charles Paonessa  
Councilor Peter Rosso – *arrived at 7:07 p.m.*  
Councilor Donna Veach

Absent:

Councilor Donna Risolo

Also in attendance:

Town Manager Arosha Jayawickrema  
Corporation Counsel Jeffrey Donofrio

**D. PRESENTATION OF PROCLAMATION: Madelyn Lazzara – Girl Scout Gold Award**

Mayor Kaczynski read the following proclamation recognizing Madelyn Lazzara's Girl Scout Gold Award.

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

**E. AUDIENCE OF CITIZENS:**

None

**F. MAYOR'S UPDATE:**

Mayor Kaczynski stated that he attended the Juneteenth Celebration at the Berlin-Peck Memorial Library on June 17<sup>th</sup> with Councilor Veach. The event was well attended.

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

**H. CONSENT AGENDA:**

1. Topic re: 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 and 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. – Economic Development
2. Topic re: 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. – Berlin-Peck Memorial Library

3. Topic re: 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. – Youth Services
4. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$200.00 for Animal Care and supplies valued at \$200.00. – Animal Control
5. Topic re: Waive \$752.60 in fees associated with the hiring of two Police officers to cover the Berlin Fire Department Car Show May 27, 2023. – Police Department
6. Topic re: Accept the donations of \$265 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department
7. Topic re: Accept the donations of \$525 and appropriate the funds to the Supplies Expenditure Account. - Police
8. Topic re: 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 \$2,990. – Police Department
9. Topic re: Transfer \$57,500.00, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts. – Finance
10. Topic re: Authorize to apply and accept the Senior Center Director to apply for the 17<sup>th</sup> 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. – Senior Center

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

## **I. PUBLIC HEARINGS**

### **First Public Hearing:**

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.**

Mayor Kaczynski convened the Public Hearing on the golf course utility cart lease at 7:12 p.m.

Mayor Kaczynski read the legal notice into the record: 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.

No public comments were made.

Mayor Kaczynski closed the Public Hearing at 7:14 p.m.

**Second Public Hearing:**

**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.**

Mayor Kaczynski convened the Public Hearing on the sale of 143 Percival Avenue to the Berlin Housing Authority at 7:14 p.m.

Mayor Kaczynski read the legal notice into the record: 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.

Mayor Kaczynski asked for public comments.

**Jared Siraco, 299 Percival Avenue** – Mr. Siraco inquired about the sale price of the property. Corporation Counsel Jeffrey Donofrio stated that the price is \$1.

Mr. Siraco inquired about the use of the property by the Berlin Housing Authority. Mayor Kaczynski stated that the former Knights of Columbus property has been identified as the location for 50 units of new senior housing in two buildings. The project has been ongoing for almost 10 years with Planning and Zoning Commission approval however there have been several hurdles along the way. Funding is now in place to get the project moving.

Mr. Siraco inquired if the buildings would be visible from the street. Councilor Veach stated that the property is more of a rear lot and Mayor Kaczynski stated that Planning and Zoning was cognizant of neighboring properties.

Housing Authority Chairman Joe Bajorski explained that there will be two buildings with a colonial feel to them and their height will meet zoning regulations. The property slopes down from Percival Avenue and the buildings would be shorter than the nearby Sherwood Falls condominium building.

Mr. Bajorski added that the Berlin Housing Authority has the ability to propose projects on properties that are not normally zoned for those types of projects which aligns with the Federal Fair Housing Legislation. Councilor Paonessa added that the Housing Authority is fulfilling a public need for senior housing in Berlin.

Mr. Siraco inquired if a developer could now purchase surrounding lots and apply for this special zoning. Corporation Council Donofrio stated that a private developer would not qualify to use that zoning exemption as it is in the zoning regulations because of Federal Housing laws so unless they are a housing authority, they would not be able to claim it.

**Frances Paul, 123 Percival Avenue** – Ms. Paul stated that when this project began there were concerns with wetlands in the area and she wondered where that stands.

Mr. Bajorski stated that the project was approved by the Wetlands Commission. Mayor Kaczynski stated that the project area does not contain wetlands.

Ms. Paul also voiced concerns about the driveway which abuts her property and about the installation of a traffic light to enter onto Percival Avenue. Mr. Bajorski stated that a traffic study was done as part of the project and the State has not recommended placing a light in that area, adding that Percival Avenue is a State road. Mayor Kaczynski suggested Ms. Paul contact the Police Commission regarding her current concerns with speeding issues on the road.

Councilor Veach stated that she understands neighbors' concerns about the project but the fact that something new and fresh that will help Berlin's seniors is replacing what is there now is important. She added that concerns about traffic are understandable, and the Town can check into that.

Mr. Bajorski stated that landscape screening the new buildings from surrounding residents is part of the project and added that a trail from the Marjorie Moore Senior Housing complex behind Town Hall that currently leads to the soccer fields on Percival Avenue will eventually be extended to tie into the new Senior Housing on Percival.

Mayor Kaczynski stated that he appreciates those that came out tonight and he hopes the Town Council addressed some of their concerns. The goal is to provide senior housing for our senior residents who have been waiting years for this project to begin.

Mayor Kaczynski closed the public hearing at 7:42 p.m.

**J. NEW BUSINESS:**

1. **Topic re: 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.**

**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.**

**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.**

**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.**

**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.**  
**– Human Resources**

Town Manager Jayawickrema stated that an overview and presentation on the new Police Pension Plan was presented to the Town Council at the last Town Council meeting. The Town worked with Pension Counsel to develop these resolutions. He added that the Police Commission also endorsed the Plan.

The first resolution is for the Council to approve and adopt the Plan. The second resolution is approval for the Town to contribute 8% pretax to the Plan. The third resolution establishes a trust to manage the funds. The fourth resolution is to approve amendments to the current Defined Contribution Plan, and the fifth resolution allows certain Town officers the ability to execute Plan documents.

Mayor Kaczynski inquired about the *Average Earnings* definition on page 1 of the Plan document that does not state that overtime is excluded, however that is stated on page 2 under *Compensation*. Corporation Counsel Donofrio stated that for consistency purposes it should be stated in both places. Town Manager Jayawickrema confirmed to add the definition of *Compensation* within the definition of *Average Earnings*.

Mayor Kaczynski restated that the funds will be held in trust however due to the previous unfunded Pension Plan he wants to make sure that future Town Councils continue to fund the Plan. Town Manager Jayawickrema stated that an ordinance will be developed for that.

Mayor Kaczynski stated he also wants to make sure that officers receive the best information regarding the Plan and their options whether it is from the Town or personal advisors. Town Manager Jayawickrema stated that the Town will provide assistance, but officers should also seek advice from personal advisors based on their own situations.

Councilor Rosso asked what the Plan will cost the Town. Town Manager Jayawickrema stated that it is difficult to give a number but when the numbers were run at one time the cost was approximately \$246,000 per year if every officer switched plans but that will fluctuate due to market conditions. There is also a Town subsidy which would be an approximate one-time cost of \$353,000 which the Board of Finance voted to amortize over a 10-year period.

Mayor Kaczynski stated that the additional cost to the Town would be an investment in the Police Department by retaining current officers and assist with recruiting new officers.

Councilor Paonessa moved 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.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Foster, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Abstain: Councilor Veach

Vote being 5-0-1 (MOTION CARRIED)

Councilor Paonessa moved 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.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Foster, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Abstain: Councilor Veach

Vote being 5-0-1 (MOTION CARRIED)

Councilor Paonessa moved 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.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Foster, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Abstain: Councilor Veach

Vote being 5-0-1 (MOTION CARRIED)

Councilor Paonessa moved 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.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Foster, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Abstain: Councilor Veach



Vote being 5-0-1 (MOTION CARRIED)

Councilor Paonessa moved 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.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Foster, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Abstain: Councilor Veach

Vote being 5-0-1 (MOTION CARRIED)

Councilor Veach stated her reason for abstaining from voting on these motions is because her husband is a Berlin Police Officer, and this Plan will affect her and her husband personally.

**2. Topic re: 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. – Human Resources**

Town Manager Jayawickrema introduced this item stating that the Human Resources Director worked with the Police Union, the Police Chief, the Finance Director, and the Town Manager on the new Police Union contract.

Human Resources Director Paula Carabetta stated that the new Police Union contract contains language cleanups, and she reviewed the major changes to the contract.

Salary increases will 2.25%, 2.5%, and 2.75% over the next three years. All fulltime members will receive a 1% Law Enforcement Services Stipend for all three years to cover the unexpected circumstances since 2020. A benchmark study was conducted with towns that are comparable to Berlin, and Ms. Carabetta stated she is comfortable with these numbers.

Language was added to reflect a change in work shifts to five days on and three days off when staffing levels allow, updates to compensatory time, as well as paternity and maternity leave. Also, participants in the Defined Benefit retirement plan shall have the option of enrolling in the Lloyds of London or an equivalent disability plan at a 50% cost share.

Town Manager Jayawickrema stated that the process of working with the Union was agreeable and the Union voted unanimously for the contract.

Councilor Paonessa moved 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.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Foster, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Abstain: Councilor Veach

Vote being 5-0-1 (MOTION CARRIED)

**3. Topic re: 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. – Human Resources**

Human Resources Director Carabetta stated that, as with the Police Union contract, the Emergency Dispatchers contract contains some added and revised language. Notable changes to the contract include language to update current rotation schedules, flexible working hours that had been requested, vacation carryover, paternity, and maternity leave policies, as well as revised language regarding annual steps to keep all union contracts consistent.

As with the Police Union contract a benchmark study was done with comparable towns and it was found that Berlin was anywhere between \$5,000 and \$16,000 under salary. With the assistance of Finance Director Kevin Delaney, the salary schedule was reset to provide a dollar increment increase over the next three years, then going forward percentage increases can be used.

Councilor Rosso inquired about the 80 hours of vacation time carryover. Ms. Carabetta stated that, as with other unions, if the time is not used it is lost.

Councilor Paonessa moved 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.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**4. Topic re: 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. - Golf Course**

Town Manager Jayawickrema stated that this item was the subject of one of tonight's Public Hearings. He added that an explanation of the lease was provided to the Town Council by the Director of Golf at the last Town Council Meeting.

Councilor Paonessa moved 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.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

5. **Topic re: Authorize a lot line revision to add a 0.25-acre portion of 143 Percival Avenue to Percival Field parcel Map 8-4, Block 54, Lot 69 prior to the sale of 143 Percival Avenue. Also affirm the previous actions of the Town Council to authorize the Town Manager to execute documents to facilitate transfer of title and ground lease execution for the sale of 143 Percival Avenue (4.65 acres after the lot line revision), and the lease of a 4.15 acre portion Percival Field parcel Map 8-4, Block 54, Lot 65 to the Berlin Housing Authority, all as shown on the survey of Angus McDonald, Gary Sharpe & Associates, Inc. dated October 4, 2017. - Economic Development/Housing Authority**

Town Manager Jayawickrema stated that this item was also the subject of one of tonight's Public Hearings.

Economic Development Coordinator Jim Mahoney stated that these items were previously approved by Town Council, but an updated 8-24 review was required for a lot line revision to add a .25-acre portion of 143 Percival Avenue to Percival Field before the sale of 143 Percival Avenue to the Berlin Housing Authority.

Having satisfied statutory requirements for the sale and lease of Town property including receiving a section 8-24 review for the Planning and Zoning Commission and having a public hearing on the matter the Town Council needs to affirm its previous actions and authorize the Town Manager to execute documents to facilitate transfer of title and ground lease execution. The Town Council also needs to authorize a lot line revision.

Councilor Paonessa moved to authorize a lot line revision to add a 0.25-acre portion of 143 Percival Avenue to Percival Field parcel Map 8-4, Block 54, Lot 69 prior to the sale of 143 Percival Avenue.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

Councilor Paonessa moved to affirm the previous actions of the Town Council to authorize the Town Manager to execute documents to facilitate transfer of title and ground lease execution for the sale of 143 Percival Avenue (4.65 acres after the lot line revision), and the lease of a 4.15 acre portion Percival Field parcel Map 8-4, Block 54, Lot 65 to the Berlin Housing Authority, all as shown on the survey of Angus McDonald, Gary Sharpe & Associates, Inc. dated October 4, 2017.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

6. **Topic re: Approve a tax abatement for Coccomo Old Brickyard Lane LLC for the construction of a 21,500 square foot building at 166 Old Brickyard Lane of 50% in year 1, 40% in year 2, 30% in year 3, 20% in year 4 and 10% in year 5 per the town's tax abatement policy. – Economic Development**

Economic Development Coordinator Mahoney stated that Coccomo Old Brickyard Lane LLC has submitted an application for the construction of a new 21,500 square foot industrial building at 166 Old Brickyard Lane. This abatement would be based on the increase in assessed value resulting from the real property improvements. The Economic Development Commission recommends this tax abatement.

Councilor Paonessa moved to approve a tax abatement for Coccomo Old Brickyard Lane LLC for the construction of a 21,500 square foot building at 166 Old Brickyard Lane of 50% in year 1, 40% in year 2, 30% in year 3, 20% in year 4 and 10% in year 5 per the town's tax abatement policy.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

7. **Topic re: Approve an easement from the Town to 550-554 Berlin Turnpike Associates, LLC for three drainage pipes from 522 and 554 Berlin Turnpike that are either located on or discharge onto the Town of Berlin Water Control property known as 604 Berlin Turnpike, MBL 10-1-83-16, subject to review and approval of Corporation Counsel. – Planning and Zoning**

Economic Development Coordinator Mahoney stated that the owner of 550-554 Berlin Turnpike Associates, LLC are in the process of selling 554 Berlin Turnpike to the property's current tenant, the ABC Supply Company and is requesting the Town grant an easement for the existing drainage pipes. The property has three drainage pipes that are either located on or discharge onto Town of Berlin property known as 604 Berlin Turnpike.

Town Council referred this matter to the Planning and Zoning Commission that voted at its May 18, 2023, meeting to provide a favorable report pursuant to Connecticut General Statutes Section 8-24.

Councilor Paonessa moved to approve an easement from the Town to 550-554 Berlin Turnpike Associates, LLC for three drainage pipes from 522 and 554 Berlin Turnpike that are either located

on or discharge onto the Town of Berlin Water Control property known as 604 Berlin Turnpike, MBL 10-1-83-16, subject to review and approval of Corporation Counsel.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

8. **Topic re: Waive the Town's bidding procedures and approve issuing purchase orders for the 2023/24 fiscal year for the following vendors due to the library's participation in Connecticut Library Consortium and in the Library Connection, Inc. as the best discounts have already been provided. Both vendors have been approved for bidding waivers for at least the past five fiscal years. This is in the best interest of the town.**

**Supplies = \$3,100 Books = \$68,000 Baker and Taylor Co. For adult, child and teen books – Total \$71,100**

**Databases = \$685 Books = \$2,998 Supplies = \$500 Data Services = \$35,250  
Audio/Visual = \$19,500 - Library Connection, Inc. – Total \$58,933 - Berlin-Peck Memorial Library**

Berlin-Peck Memorial Library Director Kim McNally stated that this request is to waive the Town's bidding procedures and approved the issuance of purchase orders for fiscal year 2023/24 as the Berlin-Peck Memorial Library belongs to the Connecticut Library Consortium and Library Connection, Inc which provide the best discounts possible.

The Town Council has approved these bidding waivers for the past five years and the Library believes this is in the best interest of the town.

Councilor Paonessa moved to waive the Town's bidding procedures and approve issuing purchase orders for the 2023/24 fiscal year for the following vendors due to the library's participation in Connecticut Library Consortium and in the Library Connection, Inc. as the best discounts have already been provided. Both vendors have been approved for bidding waivers for at least the past five fiscal years. This is in the best interest of the town.

**Supplies = \$3,100 Books = \$68,000 Baker and Taylor Co. For adult, child and teen books – Total \$71,100**

**Databases = \$685 Books = \$2,998 Supplies = \$500 Data Services = \$35,250**

**Audio/Visual = \$19,500 - Library Connection, Inc. – Total \$58,933**

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**9. Topic re: Update on the Berlin-Peck Memorial Library – Berlin-Peck Memorial Library**

Town Manager introduced this item stating that Boards and Commissions began providing updates to the Town Council earlier this year and with new leadership at the Berlin-Peck Memorial Library he asked the Library Director to provide an update on what is happening at the library.

Berlin-Peck Memorial Library Director McNally started off by introducing the Head of Childrens and Teen Services Jennifer Needham who will be discussing the library's summer reading program.

Ms. McNally stated that this has not been an easy year for libraries in general however Berlin-Peck Memorial Library (the Library) has continued to provide services to so many people and she pointed out that the Library is so much more than books with 90,802 items in their collection and has circulated 163,066 items so far this year. Seven hundred and forty-seven library cards have been issued this year.

In the last year and a half, the Library has added a Lucky Day collection which are best sellers that typically have lots of holds on them but are set aside at the Library for patrons. In the Children's Department IRL (immersive reality) books have been added which are books that have virtual reality with them.

A solar powered charging table has been added to the front area of the Library, Wi Scan was installed which allows patrons to check out materials from the stacks, and the Library Connection app provides library information and events as well as the ability to place holds on books all from your phone.

The Library has given out more than 300 seed packets this past spring as part of the seed library. The Library of Things includes cake pans, board games, a karaoke machine, movie projector, and more.

Ms. Needham explained that this is the Library's busiest time of year which school being out and the Summer Reading Program beginning. There are three different programs; the Rubber Ducky Club for ages birth through preschool, the Read and Bead program is for grades K through five which provides beads for every day that participants read which the children use to make into necklaces, and the Teen Scratch Ticket Challenge for grades six through twelve where participants are given scratch tickets every time they check something out or volunteer at the Library.

There are also several summer programs for children at the Library including the Summer Slide program which helps students retain learning information so when they return to school they are not behind.

Director McNally added that the Library also provides museum passes that can also be printed out from home. There is a homebound book delivery that provides services to about 15 to 20 patrons a month by volunteers.

In the past year the Library has introduced an access card which allows patrons without a permanent address to check out up to five items. Examples of those that would use this service include children in foster care, grandchildren visiting grandparents, and those experiencing houselessness. Ms. McNally added that the Berlin-Peck Memorial Library is the only library in their consortium that offers this service.

The Library's finalized their Diversity, Equity, and Accessibility Statement which makes clear the step that the Library is taking to make their library a welcoming place.

Ms. McNally added that the Library staff is continually complimented on the customer service they provide adding that one staff member has been there for 33 years, another for 23 years, and many for 10 years or more.

NO ACTION NEEDED

**10. Topic re: Approve a contract for the construction of a timber guardrail, as specified by AI Engineering, for the proposed Outdoor Classroom Project at McGee School in the amount of \$15,825.00 (Grant Acct. # 00716.45.12.1201.5000.30.3300.00), subject to review of the contract documents by the Corporation Counsel. – Board of Education/Facilities**

Facilities Director Doug Solek stated that the Board of Education and Town of Berlin proposed the construction of an outdoor classroom project at McGee Middle School and the site plan has been approved by the Planning and Zoning Commission.

A component of the project is the installation of a wood guardrail between the outdoor classroom and the parking area for safety. Three written quotes were received and following a review Eagle Fence & Guardrail Inc is recommended. Funding is provided through Federal grant programs to the Board of Education. Mr. Solek added that as federal funds are being used for the purchase prevailing wages apply.

Councilor Paonessa inquired why the Public Building Commission (PBC) does not get involved in a project like this. Mr. Solek stated that per charter projects under \$1 million are not referred to the PBC unless Town Council requests them to be.

Councilor Paonessa moved to approve a contract for the construction of a timber guardrail, as specified by AI Engineering, for the proposed Outdoor Classroom Project at McGee School in the amount of \$15,825.00 (Grant Acct. # 00716.45.12.1201.5000.30.3300.00), subject to review of the contract documents by the Corporation Counsel.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**11. Topic re: Award bid no. 2023-22 to the Imperial Company of Cromwell, CT in the amount of \$99,000 and approve utilizing the remaining project account funding up to \$43,000 for project**

**contingency and prevailing wage if needed for a total project cost not to exceed \$142,000 for roofing replacement and associated work at the South Kensington Fire House main building. – Facilities**

Facilities Director Solek stated that this project was approved last year but due to supply issues and escalated costs it was deferred a year. The project was bid with four bids received and two not meeting qualification criteria. Imperial Company came in under budget and is a qualified contractor that the Town has worked with before.

Councilor Paonessa moved to award bid no. 2023-22 to the Imperial Company of Cromwell, CT in the amount of \$99,000 and approve utilizing the remaining project account funding up to \$43,000 for project contingency and prevailing wage if needed for a total project cost not to exceed \$142,000 for roofing replacement and associated work at the South Kensington Fire House main building.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**12. Topic re: Approve the purchase of one Kubota 6000HSTC tractor with attachments from M.B. Tractor & Equipment utilizing Sourcewell contract #031121-KBA in an amount not to exceed \$55,000. and the purchase of six Generac light towers utilizing Sourcewell contract #020923-GNR in amount not to exceed \$53,316. – Parks and Recreation/Parks and Grounds**

Superintendent of Parks and Grounds Steve Wood stated that funds are available from a DEEP grant for the renovation of Biscoglio Field to purchase a Kubota tractor which will be used for maintenance and sweeping of the synthetic field as well as for snow removal to allow access for walkers to Berlin High School when school is in session.

Six Generac light towers will also be installed which will allow for extended usage of the field. Dampers will be installed to allow the light to cascade down preventing light splash to neighboring homes.

Both the tractor and lights will be purchased using Sourcewell contracts.

Councilor Paonessa moved to approve the purchase of one Kubota 6000HSTC tractor with attachments from M.B. Tractor & Equipment utilizing Sourcewell contract #031121-KBA in an amount not to exceed \$55,000. and the purchase of six Generac light towers utilizing Sourcewell contract #020923-GNR in amount not to exceed \$53,316.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)



**13. Topic re: Approve a transfer of \$30,000 from the Storm Related Overtime Account to the Parks and Grounds Capital Non Recuring account to purchase Fisher Poly Caster Sanders. – Parks and Grounds**

Superintendent of Parks and Grounds Wood stated that trucks purchased about 15 years ago had built in sanders, but it was a poor design and the trucks rusted out. Fleet Manager Jim Simons retrofitted the trucks and they lasted another six years but with the current hydraulic pump and motor they are not powerful enough to spin the sander.

This request is to transfer available funds and purchase three sanders that will be installed into the existing trucks to provide more accurate spreading within parking lots.

Councilor Paonessa moved to approve a transfer of \$30,000 from the Storm Related Overtime Account to the Parks and Grounds Capital Non Recuring account to purchase Fisher Poly Caster Sanders.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**14. Topic re: Modify the previously approved not-to-exceed amount of \$4,463,000.00 (which included a \$400,000.00 contingency added to the base contract value of \$4,063,000.00 awarded to All State Construction, Inc. of Farmington, CT) for Contract No. 2023-20 for Unit Ventilator Replacement and HVAC Upgrades on the Emma Hart Willard Elementary School, to an amount not to exceed \$4,413,000.00, which includes a \$350,000 contingency, and waive the bidding procedure, and increase the Willard School HVAC design contract with Friar Architecture Inc. of Farmington, CT by \$20,065.00 for additional services and design services during construction, utilizing contingency in the HVAC Upgrades account, as this is in the best interest of the Town. – Public Building Commission**

Public Works Director Mike Ahern stated that the Town Council, at its May 2, 2023 meeting, moved to award the Willard HVAC Construction Contract to All State Construction for an amount not to exceed \$4,463,000.00; this included a \$400,000 contingency (9.84%) as recommended by the Public Building Commission (PBC). The PBC now requests that this motion be modified to reduce the not-to-exceed amount by \$50,000.00, to \$4,413,000.00, in order to set up an Owner's Contingency in the HVAC Upgrades Account. This Owner's Contingency could be used to fund the request further below in this summary as well as to encumber remaining funds (\$30,000 +/-) for unforeseen expenses and/or other consultants/contractors that may be needed during the course of this 18-month construction project. It could also still be used for change orders for All State Construction that exceed the new contingency amount of \$350,000.00. See below for the rationale for this request:

- The All State contract includes nine (9) allowances totaling \$221,405; five (5) of these are based on established unit prices, and there is one \$20,000 Construction Manager's allowance to deal with issues not covered under the base bid and other allowances. When added to the adjusted \$350,000

contingency, this totals \$571,405.00 or 14% of total contractor contingency, available after adjustment.

- Establishing an Owner's Contingency within the HVAC Upgrades account allows PBC, Staff and the Construction Manager to deal with incremental unforeseen expenses associated with any member(s) of the construction team already contracted (the HVAC or asbestos contractors, the three design firms already involved, and/or the Construction Manager).
- An Owner's Contingency also allows the PBC to fund (with appropriation review and approvals as required) other incremental potential expenses not projected or known at this time.

The PBC requests this modification as represented in the motion further below.

After Town Council referred the Elementary Schools HVAC project to the PBC, the PBC engaged Friar Architecture Inc. out of Farmington, CT (Friar) to prepare related site work and interior-related design drawings and specifications for the Willard HVAC project to supplement the mechanical, electrical, and plumbing (MEP) design documents, and to assist the PBC as-needed during the bidding process. This work has been completed, and a contractor (All State) has been selected for the project. At the request of the PBC, Friar submitted a proposal to support the Town's Construction Manager (Newfield) and the Town during construction – the attached proposal totals \$20,065.00 and includes:

- \$16,500 for design services during construction. These will include contractor shop drawing/submittal reviews, responding to Requests for Information (RFIs), attendance at key meetings at the site, designer sign-offs, and review of other issues raised by Newfield and the contractor. These services will be provided during the rest of 2023 and into late 2024.
- \$3,565.00 for additional design services completed after Newfield conducted preconstruction services and a constructability review at the Willard School.

The PBC, at its June 8, 2023 meeting, approved increasing Friar's contract amount by \$20,065.00 subject to Town Council approval, and directed Staff to request funding approvals. This increase in Friar's contract fee is proposed to be funded from the Owner Contingency (discussed above) in the HVAC Upgrades Account, No: 545.35.3561.0.54000.00341.

Councilor Paonessa moved to modify the previously approved not-to-exceed amount of \$4,463,000.00 (which included a \$400,000.00 contingency added to the base contract value of \$4,063,000.00 awarded to All State Construction, Inc. of Farmington, CT) for Contract No. 2023-20 for Unit Ventilator Replacement and HVAC Upgrades on the Emma Hart Willard Elementary School, to an amount not to exceed \$4,413,000.00, which includes a \$350,000 contingency.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

Councilor Paonessa moved to waive the bidding procedure, and increase the Willard School HVAC design contract with Friar Architecture Inc. of Farmington, CT by \$20,065.00 for additional services and design services during construction, utilizing contingency in the HVAC Upgrades account, as this is in the best interest of the Town.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**15. Topic re: Refer the matter of installing two (2) solar-powered streetlights in the parking lot at the south end of Brandegee Lane to the Planning and Zoning Commission for a C.G.S. Section 8-24 Review. - Public Works**

Public Works Director Ahern stated that due to complaints from residents of Brandegee Lane and surrounding streets regarding illegal activities occurring in the parking lot at the south end of Brandegee Lane Town Council directed Public Works and the Police Department to investigate installing area lighting for unlit areas of the parking lot.

Public Works is proposing the installation of two solar powered fixtures with multiple light settings on sensors. A section 8-24 review by the Planning and Zoning Commission is required.

Councilor Paonessa moved to refer the matter of installing two (2) solar-powered streetlights in the parking lot at the south end of Brandegee Lane to the Planning and Zoning Commission for a C.G.S. Section 8-24 Review.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**16. Topic re: Waive the bidding procedure and authorize the Town Manager to approve the Task Amendment totaling \$55,000.00 for Fuss & O'Neill of Manchester, CT to conduct geotechnical explorations and analyses, revise pavement design, and resubmit two applications to the Capital Region Council of Governments for LOTCIP Road Projects, for reconstruction of 1) Burnham Street and Massirio Drive, and 2) Episcopal Drive and Rowley Street, as this is in the best interest of the Town. – Public Works**

Public Works Director Ahern stated that the Capital Region Council of Governments (CRCOG) responded to two applications the Town submitted for funding through the Local Transportation Capital Improvement Program (LOTICP) for reconstruction and paving of Burnham Street and Massirio Drive, and Episcopal Road and Rowley Street.

CRCOG's technical comments indicate that these two applications are under serious consideration and staff requested a proposal from Fuss & O'Neill, who assisted the Town in preparing original applications, to respond to technical comments and resubmit both applications. Their proposal of \$55,000 includes test borings, traffic data collection and analysis, updated designs, and submitting revised applications to CRCOG. Funding is available in the Grant Road Improvement account.

Councilor Paonessa moved to waive the bidding procedure and authorize the Town Manager to approve the Task Amendment totaling \$55,000.00 for Fuss & O'Neill of Manchester, CT to conduct geotechnical explorations and analyses; revise pavement design, and resubmit two applications to the Capital Region Council of Governments for LOTCIP Road Projects, for reconstruction of 1) Burnham Street and Massirio Drive, and 2) Episcopal Drive and Rowley Street, as this is in the best interest of the Town.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**17. Topic re: Waive the bidding procedure and award a contract for GIS annual maintenance and departmental services for Fiscal Year 2023-2024 to New England Geo-Systems of Middletown, CT for an amount not to exceed \$30,000.00, as this is in the best interest of the Town. - Public Works**

Public Works Director Ahern stated that this is a yearly request for the Town's GIS system which is utilized by multiple Town departments as well as by the Plan of Conservation and Development this past year. New England Geo-Systems currently maintains the GIS network.

Councilor Paonessa moved to waive the bidding procedure and award a contract for GIS annual maintenance and departmental services for Fiscal Year 2023-2024 to New England Geo-Systems of Middletown, CT for an amount not to exceed \$30,000.00, as this is in the best interest of the Town.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**18. Topic re: Schedule a public hearing on Tuesday, July 11, 2023 at 7:00 pm concerning an ordinance that requires certain boards and commissions to provide remote access and record all meetings. – Town Manager**

Town Manager Jayawickrema stated that the Ordinance Committee met to discuss creating an ordinance that would mandate remote access to all elected boards and commissions as well as boards and commissions with a regulatory oversight component. Before moving forward, a public hearing must be held.

Councilor Paonessa moved to schedule a public hearing on Tuesday, July 11, 2023 at 7:00 pm concerning an ordinance that requires certain boards and commissions to provide remote access and record all meetings.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**K. APPOINTMENTS:**

1. **Central Connecticut Health District** – Patricia J. Checko term expires on June 30, 2023. Reappointment or replacement term would be until June 30, 2026.

Councilor Paonessa placed in nomination the name of Patricia J. Checko (D) of 1276 Worthington Ridge for appointment to the Central Connecticut Health District.

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

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

Vote being 6-0 in favor of Patricia J. Checko (D) to serve on the Central Connecticut Health District. Term ending June 30, 2026.

2. **Central Connecticut Health District** – Raymond Jarema term expires on June 30, 2023. At this time, he is not seeking reappointment. Replacement term would be until June 30, 2026.
3. **Commission for the Aging** – Lois Ustanowski has resigned – Term would be until January 31, 2024. Can only be filled with a D or U.
4. **Commission for Persons with Disabilities – Vacancy**- Term expires on January 31, 2023. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Anna M. Metcalf (D) of 48 Percival Avenue for appointment to the Commission for Persons with Disabilities.

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

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

Vote being 6-0 in favor of Anna M. Metcalf (D) to serve on the Commission for Persons with Disabilities. Term ending January 31, 2026.

5. **Conservation Commission – Vacancy** – Alternate – Term would be until January 31, 2026. Can be filled with a D, R or U.
6. **Constables – 3 Vacancies** -Terms would be until December 2023. Can be filled with D or U with no more than a bare majority to be from one political party (Section 8-6).
7. **Inland Wetlands & Water Courses Commission** – Alternate –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
8. **Inland Wetlands & Water Courses Commission** – Alternate - Replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depend on the above appointment).
9. **Parks and Recreation Commission** –Term expired on January 31, 2023 replacement would be until January 31, 2026. Can be filled with a D, R or U.
10. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would expire on June 30, 2023. Can be filled with a D, R or U. There are only two members from Berlin for this board.
11. **Planning and Zoning Commission** – Alternate - Nikki Sambitsky has resigned. Replacement would be until January 31, 2026. Can be filled with a D, R or U.
12. **Public Building Commission** –Replacement would be until January 31, 2028. Can be filled with a R, D or U.
13. **VNA** –Replacement would be until January 31, 2025. Can be filled with a D, R or U.
14. **VNA** –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
15. **VNA** –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
16. **VNA** –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
17. **Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2024. Can be filled with a D, R or U.
18. **Water Control Commission –Alternate - Vacancy** -Term would be until January 31, 2026. Can be filled with a D, R or U.

- 19. Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2026.  
Can be filled with a D, R or U. (Depending on the above two appointments).

**L. TOWN MANAGER'S REPORT:**

- Town Manager Jayawickrema stated that at the Town-owned mobile home park there are currently three vacant properties. One unit's owner passed away and the unit was in such poor condition that it needed to be demolished leaving an empty pad, one unit's owner passed away in testate, and another unit's owner is ill and moved away leaving the unit unoccupied.

The Town nets about \$50,000 per year from the property but it has become an administrative burden. The property consists of 16 units and a caretaker house on two acres. Recent assessment puts the market value at about \$600,000.

The Town Manager asked the Town Council for their opinions on moving forward with exploring the option of selling the property. He added that the intent of the Town was not to hold on to the property forever.

**M. SPECIAL COMMITTEE REPORTS:**

None

**N. COUNCILORS' COMMUNICATION:**

Councilor Veach stated that information regarding State funding for the Police Department renovation project should be available by the end of the month.

Mayor Kaczynski stated that he received a letter from a resident of Percival Heights regarding management change and new residents that are living there that are not seniors. He added that this can be discussed further when more information is obtained.

Housing Authority Chairman Joe Bajorski stated that there are challenges due to the way the Marjorie Moore and Percival Heights housing projects were funded by the State of Connecticut requiring residents to be elderly and/or disabled. He added that there are some residents that are younger with mental health issues.

Mr. Bajorski explained that the situation Mayor Kaczynski is referring to involves an elderly tenant that has a daughter living with her and that daughter's boyfriend is causing issues on the property. The daughter is not a tenant and according to police only the tenant can trespass the daughter and the mother will not do that, however the tenant did trespass the boyfriend who was arrested for trespassing last month. Mr. Bajorski added that as the tenant herself has not violated any laws she cannot be evicted.

**O. ACCEPTANCE OF MINUTES:**

**May 8, 2023 Special Meeting  
June 6, 2023**

Councilor Paonessa moved to accept the May 8, 2023 Special Town Council Meeting Minutes as presented.

Seconded by Councilor Veach.

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

Abstain: Councilor Rosso

Vote being 5-0-1 (MOTION CARRIED)

Councilor Paonessa moved to accept the June 6, 2023 Town Council Meeting minutes as presented.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

**P. ADJOURNMENT:**

Councilor Paonessa moved to adjourn at 9:43 p.m.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting

RECEIVED FOR RECORD  
BERLIN TOWN CLERK

2023 JUN 23 AM 11:11

*Kathryn J. Wall*  
BERLIN, CT.



# 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		\$57,500.00	\$57,500.00	

Consent  
#9

	\$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

Item #4  
Lease

C03



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](mailto: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](mailto: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 the 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.

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**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

Kennsington, 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](mailto: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)**☐ 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 X	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:

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Lease Number 1164037-3

Lessee: Town of Berlin

Signature:

X

Print Name:

Title:

Date:

**PLEASE COMPLETE AND SIGN FORM**

**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:**

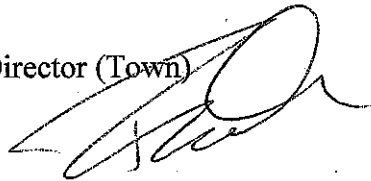
Move to approve and authorize the Town Manager to enter into a contract with the Berlin Police Union, Fraternal Order of Police Lodge 56 from July 1, 2023 through June 30, 2026.

**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.

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

Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> of any year shall receive one year of credit towards the next highest step in the wage schedule on the first (1<sup>st</sup>) 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)



Agenda Item No. 14  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council

**FROM:** Aroscha Jayawickrema, Town Manager

**DATE:** June 16, 2023

**SUBJECT:** All State Construction Contingency Adjustment, and Friar Architecture Contract Increase for Design Services During Construction, for the Willard Elementary School HVAC Project

**SUMMARY:**

All State Contract Approval Adjustment and Owner Contingency Request

The Town Council, at its May 2, 2023 meeting, moved to award the Willard HVAC Construction Contract to All State Construction for an amount not to exceed \$4,463,000.00; this included a \$400,000 contingency (9.84%) as recommended by the Public Building Commission (PBC). The PBC now requests that this motion be modified to reduce the not-to-exceed amount by \$50,000.00, to \$4,413,000.00, in order to set up an Owner's Contingency in the HVAC Upgrades Account. This Owner's Contingency could be used to fund the request further below in this summary as well as to encumber remaining funds (\$30,000 +/-) for unforeseen expenses and/or other consultants/contractors that may be needed during the course of this 18-month construction project. It could also still be used for change orders for All State Construction that exceed the new contingency amount of \$350,000.00. See below for the rationale for this request:

- The All State contract includes nine (9) allowances totaling \$221,405; five (5) of these are based on established unit prices, and there is one \$20,000 Construction Manager's allowance to deal with issues not covered under the base bid and other allowances. When added to the adjusted \$350,000 contingency, this totals \$571,405.00 or 14% of total contractor contingency, available after adjustment.
- Establishing an Owner's Contingency within the HVAC Upgrades account allows PBC, Staff and the Construction Manager to deal with incremental unforeseen expenses associated with any member(s) of the construction team already contracted (the HVAC or asbestos contractors, the three design firms already involved, and/or the Construction Manager).
- An Owner's Contingency also allows the PBC to fund (with appropriation review and approvals as required) other incremental potential expenses not projected or known at this time.

The PBC requests this modification as represented in the motion further below.

Friar Architecture Contract Increase for Design Services

After Town Council referred the Elementary Schools HVAC project to the PBC, the PBC engaged Friar Architecture Inc. out of Farmington, CT (Friar) to prepare related site work and interior-related design drawings and specifications for the Willard HVAC project to supplement the mechanical, electrical, and plumbing (MEP) design documents, and to assist the PBC as-needed during the bidding process. This work has been completed, and a contractor (All State) has been selected for the project. At the request of the PBC, Friar submitted a proposal to support the Town's Construction Manager (Newfield) and the Town during construction – the attached proposal totals \$20,065.00 and includes:

- \$16,500 for design services during construction. These will include contractor shop drawing/submittal reviews, responding to Requests for Information (RFIs), attendance at key meetings at the site, designer sign-offs, and review of other issues raised by Newfield and the contractor. These services will be provided during the rest of 2023 and into late 2024.
- \$3,565.00 for additional design services completed after Newfield conducted preconstruction services and a constructability review at the Willard School.

The PBC, at its June 8, 2023 meeting, approved increasing Friar's contract amount by \$20,065.00 subject to Town Council approval, and directed Staff to request funding approvals. This increase in Friar's contract fee is proposed to be funded from the Owner Contingency (discussed above) in the HVAC Upgrades Account, No: 545.35.3561.0.54000.00341.

**ACTION NEEDED:**

Move to modify the previously approved not-to-exceed amount of \$4,463,000.00 (which included a \$400,000.00 contingency added to the base contract value of \$4,063,000.00 awarded to All State Construction, Inc. of Farmington, CT) for Contract No. 2023-20 for Unit Ventilator Replacement and HVAC Upgrades on the Emma Hart Willard Elementary School, to an amount not to exceed \$4,413,000.00, which includes a \$350,000 contingency.

Move to waive the bidding procedure, and increase the Willard School HVAC design contract with Friar Architecture Inc. of Farmington, CT by \$20,065.00 for additional services and design services during construction, utilizing contingency in the HVAC Upgrades account, as this is in the best interest of the Town.

**ATTACHMENTS:**

Friar Revised Proposal for Willard Elementary School HVAC Renovations dated June 5, 2023

**PREPARED BY:**

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

*MSA*

Item # 18  
Public Hearing  
7/11/2023

**DRAFT OF REMOTE MEETING ACCESS ORDINANCE**

All meetings of Board of Police Commissioners, Board of Assessment Appeals, Board of Finance, Board of Education, and Town Council, Ordinance Committee, Conservation Commission, Inland Wetland and Watercourses Commission, Planning and Zoning Commission, Water Control Commission and the Zoning Board of Appeals shall be accessible to the public and recorded via Zoom or other conferencing platforms unless the Town Council, for good cause, excuses an individual board from said requirement for a particular meeting. The Town shall provide advance notice of the meetings, including whether the meetings are to be held in-person, hybrid or fully remote, in accordance with Connecticut law and the meetings shall likewise be conducted in compliance with applicable law, including the Connecticut Freedom of Information Act.