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Meeting ID: 893 3147 1870

Passcode: 500907

Call Into meeting:

+1-301-715-8592 US (Washington DC)

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, July 25, 2023
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MAYOR'S UPDATE

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

G. CONSENT AGENDA:

1. Topic re: Approve the Berlin Peck Memorial Library applying for additional funds of \$25,650 for the grant through the Connecticut Education Network to fund network upgrades to enhance CEN performance for the library and, if awarded, to appropriate the grant funds to the CEN Grant account pending approval by the Board of Finance. This will in turn improve performance for the libraries network in general and provide much needed upgrades that would otherwise need to be calculated into the budget. The total dollar amount of the grant is now \$88,290. – Berlin-Peck Memorial Library
2. Topic re: Accept monetary donations totaling \$1,362.66 and deposit \$66.51 into the unrestricted donations account for the library's greatest need and deposit \$1,296.15 into the friends of the library miscellaneous account for the purchase of four programs and program supplies. – Berlin-Peck Memorial Library
3. Topic re: Authorize the Timberlin Golf Course Men's Club donation of furniture to the Golf Course to help keep the course healthy and in good condition. The total cost of the donation is \$3,429. – Golf Course

4. Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize item during the 2023 Southern New England Women's Golf Association (SNEWGA) Pro Lady Golf Tournament. Total Value of the donation is \$242. – Golf Course
5. Topic re: Approve the acceptance of the Marjorie Moore grant totaling \$25,000.00 to the account fund 102; for the purposes of subsidizing private pay services for residents in Kensington. - VNA
6. Topic re: Transfer \$20,000.00, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover higher than budgeted expenditures in identified accounts. – Finance
7. Topic re: Approve waiving the Police Traffic Control fees for the Berlin Lions Club's 2023 Berlin Fair in the approximate amount of \$38,990. – Police Department

H. PUBLIC HEARINGS

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 25, 2023 at 7:00 p.m. for the purpose of holding a public hearing on the proposed lease agreement as follows:

Approval of the contract to lease golf carts with GPS shield units from EZ-GO using PNC Bank, National Association in the amount not exceeding \$281,813.25 for golf carts and \$84,222.25 for the shield units. The yearly payments will be in the amount not exceeding \$56,362.65 for the golf carts and \$16,844.45 for the shield units starting 8/1/23 and ending 8/1/27.

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

Dated at Berlin, Connecticut this 12th day of July 2023.

I. NEW BUSINESS:

1. Topic re: Authorize the Town Manger to sign the lease document to approve the contract to lease golf carts with GPS shield units from EZ-GO using PNC Bank, National Association in the amount not exceeding \$281,813.25 for golf carts and \$84,222.25 for the shield units. The yearly payments will be in the amount not exceeding \$56,362.65 for the golf carts and \$16,844.45 for the shield units starting 8/1/23 and ending 8/1/27. – Golf Course
2. Topic re: Update and discussion with the Housing Authority. – Housing Authority
3. Topic re: Amend the motion adopted on April 4, 2023, to increase the contracted amount with H.I. Stone & Son Inc. (RFP Np.2023-18) from \$2,119,000.00 to an amount not to exceed \$2,205,576.48 for the conversion to synthetic turf surface at Biscoglio Field at Berlin High School. – Parks and Recreation/Parks and Grounds
4. Topic re: Authorize the use of Morton Salt for treated road salt utilizing the Capitol Region Council of Governments Contract #748 for snow and ice control through June 30, 2024. – Public Works

5. Topic re: Utilize State of Connecticut contract no. 17PSX0002 and approve proposals 204894.0 and 199090.1 provided by Security 101/ Advanced Security Integration LLC of Southington, CT in the amount of \$32,937.51 for work associated with the installation of ADA power assist door openers, door hardware and intercoms at the main entrance lobby of Berlin High School. – Facilities
6. Topic re: Award Contract # 2023-14 to DPC Engineering, LLC for the evaluation of the Water Control infrastructure and financial assets for an amount not to exceed \$60,000. - Water Control
7. Topic re: Authorize the Town Manager to sign an ongoing pension advisory agreement with Fiducient Advisors, pending review of the agreement by the Town Attorney, for an annual fee of \$20,000 with a 3% annual increase beginning after year one. - Finance
8. Topic re: Authorize the Town Manager to sign a tax stabilization agreement, pending review by the Town Attorney, with Onyx Renewables and CTEC Solar LLC in connection with the construction and ongoing operation of an electric generating facility at 140 Deming Road. – Finance
9. Topic re: Waive the Town’s purchasing requirements to purchase the noted equipment and service for the Town of Berlin fire department from “Municipal Equipment Specialist” of Waterford Ct. for an amount not to exceed \$42,100 as this is in the best interest of the Town. – Fire Services
10. Topic re: Waive the Town’s purchasing requirements and approve the purchase of tires from Connecticut Tire, Sullivan Tire and DiPietro Tire, utilizing government pricing from the tire manufactures, in amount not to exceed \$45,000 as this is in the best interest of the Town. – Municipal Garage
11. Topic re: direct the Town Manager to print and distribute the FY 2024 budgeted revenues and expenditures in a pie chart format to residential taxpayers. - Mayor

J. TOWN MANAGER’S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS’ COMMUNICATION:

M. ACCEPTANCE OF MINUTES:

July 6, 2023 – Special Meeting
July 11, 2023 – Regular Meeting

N. ADJOURNMENT

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 13, 2023

SUBJECT: Apply for the increased dollar amount of the second grant from Connecticut Education Network

Summary of Agenda Item:

In February of 2022, the Berlin Peck Memorial Library applied for and was awarded the Connecticut Education Network (CEN) grant for a state funded network assessment at a value of \$6,839. Novus performed the assessment, and the Berlin Peck Memorial Library was deemed eligible for \$62,640 for equipment and installation fees to upgrade our internal connections. Town Council approved accepting this request on June 6, 2023. We have now received communication increasing our grant amount to \$88,290 as more funds are available than originally anticipated. We already accepted the grant increase because the last date to apply was July 5, 2023 (before the next Town Council meeting). If the Town Council denies this request for any reason we have the option of denying the additional funding. Our technical support provider Novus is partnering with CEN and the Connecticut State Library in this grant. If awarded, Novus will provide the equipment and perform the installation. The goal of the initiative is to maximize internet and network-based experience by helping assess, remediate, and upgrade internal connections of the network infrastructure. Many local area networks (LAN) and wireless LANs (WLAN or Wi-Fi Networks) may benefit from equipment and associated infrastructure upgrades internal to their buildings. They hope to build an infrastructure plan for the future in support of operations, patron use and bridging the digital divide in the communities. There is no cost to receive this grant. If received the grant money should be deposited into the (State Grant Revenue account) 100.25.2544.2.44002.00000 and appropriated to the (CEN Grant account) 100.25.2544.0.53312.00000.

Funding:

No funding needed

Action Needed:


Move to approve the Berlin Peck Memorial Library applying for additional funds of \$25,650 for the grant through the Connecticut Education Network to fund network upgrades to enhance CEN performance for the library and, if awarded, to appropriate the grant funds to the CEN Grant account pending approval by the Board of Finance. This will in turn improve performance for the libraries network in general and provide much needed upgrades that would otherwise need to be calculated into the budget. The total dollar amount of the grant is now \$88,290.

Attachments:

None

Prepared By:

Kimberly McNally, Library Director



Consent

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 13, 2023

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	66.51	Unrestricted Donations Acct.	for libraries greatest need	Various patrons
	1,296.15	FOL Misc. Acct.	for 4 library programs and program supplies	Friends of the Library
	1,362.66			

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$1,362.66 and deposit \$66.51 into the unrestricted donations account for the library's greatest need and deposit \$1,296.15 into the friends of the library miscellaneous account for the purchase of four programs and program supplies.

Attachments:

None

Prepared By:

Kimberly McNally, Director



Consent
3

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2023

SUBJECT: Timberlin Golf Course – Men's Club Donation

Summary of Agenda Item:

The Timberlin Golf Course Staff has put an emphasis on golfers filling in their divots on fairways and greens with the green divot mix. To help the Golf Course with the cause, the Timberlin Golf Course Men's Club would like to donate furniture to the Golf Course. The total cost of the donation is \$3,429. The Men's Club will be donating the following Golf Course Furniture.

- 1 – Medium Divot Bottle Case which holds 34 Divot Mix Bottles.
- 4 – Round Slatted Divot Mix Containers for all Par 3's.

Funding:

No Funding Needed

Action Needed:

Move to authorize the Timberlin Golf Course Men's Club donation of furniture to the Golf Course to help keep the course healthy and in good condition. The total cost of the donation is \$3,429.

Attachments:

None

Prepared By:

Sol Guerrero, PGA – Director of Golf

(S)

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2023

SUBJECT: Timberlin Golf Course Donation – Southern New England Women's Golf Association (SNEWGA)

Summary of Agenda Item:

The Timberlin Golf Commission recommended approval of a round of golf for four and two carts to be used as a raffle for the SNEWGA Pro-Lady Golf Tournament. The Fundraiser is on August 14, 2023. Total value of the donation is \$242. Ladies from Timberlin Golf Course are big supporters of SNEWGA and play in numerous events throughout the golf season. With a donation, we will not only support SNEWGA, but will also have common support along with other Timberlin lady golfers.

Funding:

No Funding

Action Needed:

Move to approve the donation of a round of golf for four and two carts to be used as a raffle prize item during the 2023 Southern New England Women's Golf Association (SNEWGA) Pro Lady Golf Tournament. Total Value of the donation is \$242.

Attachments:

- Fee Waiver Form

Prepared By:

Sol Guerrero, PGA -Director of Golf

(Signature)



TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: Southern New England Women's Golf Association	Date: 7/17/23
Contact Name: Dana Pound	
Phone Number: 860-306-8592	
Event: 2023 SNEWGA Pro Lady Golf Tournament	Date of Event: 8/14/23
Location of the Event: Ellington Ridge	
What fee do you want waived: Round of Golf for four and two carts. Total \$242.	
Identify the hardship incurred: None	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: All proceeds will go towards operating costs and First Tee of CT. Ladies from Timberlin Golf Course are big supporters of SNEWGA and play in numerous events throughout the golf season. With a donation, we will not only support SNEWGA, but will also have common support along with other Timberlin lady golfers.	

Town Manager review:

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

Yes

☒

No

☐

If so, which criteria:

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

TOWN OF BERLIN

Request for Fee Waiver

Name of Non-Profit or Political Organization: Southern New England Women Golf Association

Comments:

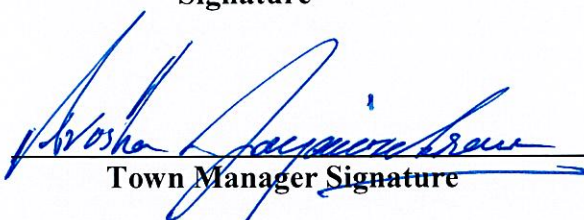


Signature

Director of Golf

7/17/23

Date



Town Manager Signature

7/18/23

Date

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

1. Fee Waiver Policy

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

Consent

Agenda Item No. 5

Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 14, 2023
SUBJECT: Berlin VNA- acceptance of Marjorie Moore Grant

SUMMARY:

Alea Piatek, Administrator of the Berlin VNA, requests permission to accept awarded grant funds, in the best interest of the Town and those residents qualifying for the subsidy. The Berlin VNA applied for the Marjorie Moore grant to help subsidize costs for Kensington residents under our private pay service; the Grant was awarded to the agency in the amount of \$25,000.00, to be deposited into account fund 102.

FUNDING

No funding needed.


ACTION NEEDED:

Move to approve the acceptance of the Marjorie Moore grant totaling \$25,000.00 to the account fund 102; for the purposes of subsidizing private pay services for residents in Kensington.

ATTACHMENTS:

Award letter

PREPARED BY:

Alea Piatek- Administrator of the Berlin VNA 

Good afternoon,

It is our pleasure to advise you that the Trustee for the Marjorie Moore Charitable Foundation has awarded a grant in the amount of \$25,000.00 to Berlin Visiting Nurse Association.

This proposed award was made in support of the following: Berlin Visiting Nurse Association - for Kensington residents.

A Grant Agreement Terms and Conditions document is attached for your review to ensure that you are familiar with the terms of the grant.

The grant is payable upon the submission of the receipt/s evidencing payment of the expenses related to the proposed initiative/program/project. The receipt/s must be received on or before the due date indicated on the electronic Grant Receipt Requirement which was published to your MyAccount page: https://www.grantrequest.com/SID_1116?SA=AM.

We cannot send the grant payment until the receipt/s is electronically submitted at the completion of the initiative/program/project. The grantee organization's deposit, negotiation, or endorsement of the check (arriving under separate cover) constitutes its agreement to the Grant Terms and Conditions document.

If you have questions regarding this requirement, please feel free to reach out to karen.l.murray@bofa.com.

Karen L. Murray

Vice President

Philanthropic Officer

PRIVATE BANK

CT2-550-04-01, 101 East River Drive, East Hartford, CT 06108

T 860-244-4892 F 980-233-7164

karen.l.murray@bofa.com

Please note my mailing address

Karen L. Murray

Bank of America Private Bank

P O Box 1517

Pennington, NJ 08534

Consent

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2023

SUBJECT: Budget Transfers

Summary of Agenda Item:

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

Action Needed:

Move to transfer \$20,000.00, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover higher than budgeted expenditures in identified accounts.

Attachments:

Budget Adjustments spreadsheet
Budget Change forms

Prepared By:

Kevin Delaney, Finance Director

Budget Adjustments **July 25, 2023**

<u>Department</u>	<u>GL Account #</u>	<u>From</u>	<u>To</u>	<u>Explanation</u>
Police	001.15.1532.0.52010.00000		\$6,500.00	Due to higher than budgeted overtime, the department experienced higher than budgeted worker's compensation costs.
	001.15.1532.0.51400.00000	\$6,500.00		
Police	001.15.1532.0.52300.00000		\$2,500.00	As the Police Department works to close staffing, outfitting new officers costs about \$4,500/officer. The volume of new officers was higher than budgeted in FY23.
	001.15.1532.0.51140.00000	\$2,500.00		
GENERAL FUND TOTAL		<u>\$9,000.00</u>	<u>\$9,000.00</u>	
Sewer	844.55.5582.0.56602.00000		\$9,000.00	Due to higher than budgeted volume, the Mattabassett cost was higher than budgeted.
	844.55.5583.0.56710.00000	\$9,000.00		
Sewer	844.55.5592.0.51135.00000		\$2,000.00	Due to various business needs during the fiscal year, blue collar personnel were required to work beyond budgeted hours.
	844.55.5591.0.51510.00000	\$2,000.00		
WATER CONTROL TOTAL		<u>\$11,000.00</u>	<u>\$11,000.00</u>	
CAPITAL PROJECTS TOTAL		<u>\$0.00</u>	<u>\$0.00</u>	
GRAND TOTAL		<u>\$20,000.00</u>	<u>\$20,000.00</u>	




TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: **Police** Fiscal Year: **FY2023** Date: **7/17/23**

To Acct #: 001.15.1532.0.52010.00000	Description: Worker's Comp	Amount: \$6,500.00	Requested by: D. Gallupe
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Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #: 001.15.1532.0.51400.00000	Description: Overtime	Amount: \$6,500.00	Approved by: 
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Contingency Balance (If applicable):

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

Due to higher than budgeted overtime, the department experienced higher than budgeted worker's compensation costs.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **7/17/23**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

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

Section 1: To be completed by Department:

Department: **Police** Fiscal Year: **FY2023** Date: **7/17/23**

To Acct #: 001.15.1532.0.52300.00000	Description: Uniforms	Amount: \$2,500.00	Requested by: D. Gallupe
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Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #: 001.15.1532.0.51140.00000	Description: Police Personnel	Amount: \$2,500.00	Approved by: 
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Contingency Balance (If applicable):

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

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

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **7/17/23**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

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

Section 1: To be completed by Department:

Department: **Water Control** Fiscal Year: **FY2023** Date: **7/17/23**

To Acct #: 844.55.5582.0.56602.00000	Description: Mattabassett	Amount: \$9,000.00	Requested by: R. Jarema
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Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #: 844.55.5583.0.56710.00000	Description: Supplies & Expenses	Amount: \$9,000.00	Approved by: 
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Contingency Balance (If applicable):

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

Due to higher than budgeted volume, the Mattabassett cost was higher than budgeted.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **7/17/23**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:


Section 4: To be completed by Finance Department:

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

Section 1: To be completed by Department:

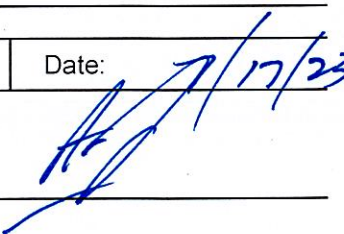
Department:	Water Control	Fiscal Year:	FY2023	Date:	7/17/23
To Acct #:	Description:	Amount:	Requested by:		
844.55.5592.0.51135.00000	Blue Collar Personnel	\$2,000.00	R. Jarema		
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
844.55.5591.0.51510.00000	Part-Time & Summer Help	\$2,000.00			

Contingency Balance (If applicable):

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

Due to various business needs during the fiscal year, blue collar personnel were required to work beyond budgeted hours.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:
			 7/17/23
Comments:			

Section 3a: Town Council action:

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

Section 3b: Board of Finance action:

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

Section 4: To be completed by Finance Department:

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

Consent

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 19, 2023

SUBJECT: Berlin Lions Club Waiver of Fees

Summary of Agenda Item:

The Berlin Lions Club is requesting a waiver of Police Traffic Control Fees for the 2023 Berlin Fair which runs from Thursday, September 14th through Sunday, September 17th. In 2022, the total amount waived by the Town Council was \$ 26,699.69 which covered Friday, Saturday and Sunday. This year is a four day fair and the Lion Club is requesting that Police Traffic Control be waived for all four days. Historically, the Town has waived these fees. The Berlin Lions donate a significant amount each year to local causes and non-profits.

Action Needed:

Move to approve waiving the Police Traffic Control fees for the Berlin Lions Club's 2023 Berlin Fair in the approximate amount of \$38,990.

Attachments:

Request for Fee Waiver
July 11, 2023, letter from Lt. Michael Jobes

Prepared By:

Lt. Michael Jobes, Berlin PD





TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: Berlin Lions	Date: 7-19-23
Contact Name: STEPHEN KULINSKI	
Phone Number: 860 301 2160	
Event: Berlin Fair	Date of Event: 9-14 - 9-17
Location of the Event: Berlin Fair Grounds	
What fee do you want waived:	
TRAFFIC FEES \$38989.66	
Identify the hardship incurred: Less money we can donate to others.	
TRAFFIC FEES	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:	

Town Manager review:

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

Yes ☒

No ☐

If so, which criteria:

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

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: Berlin Lions

Comments:

Stephen Kulinski
Signature

7-19-23
Date

Nesha L. [Signature]
Town Manager Signature

7/19/23
Date

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

1. Fee Waiver Policy

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

BERLIN POLICE DEPARTMENT

Lieutenant Michael - Support Services Commander
Email: mjones@berlinpd.org Phone: (860) 828-7088

July 11, 2023

Stephen Kulinski, Fair President
Berlin Lion's Club
P.O. Box 23
Berlin, CT 06037

Dear Mr. Kulinski:

The Berlin Lions Club customarily has requested a waiver of the police costs associated with traffic direction and control at the Berlin Fair from the Town Council. This request also includes a waiver of a portion of the Town's private duty surcharge. If it is the Lions Club's intention to do so again this year the following actions need to be taken prior to this year's fair:

- 1.) A petition needs to be made to get the Lions Club's request for a waiver on the Town Council Agenda. The Lions Club must request that the Town Manager place the fee waiver on the agenda for Council approval. Attached is the waiver form.
- 2.) Town Council approval before the costs are incurred at this year's fair.

Last Berlin Fair (2022) a total of **\$26,699.69** was waived by the Town Council for costs associated with traffic direction & control for (3) days of traffic control. The Berlin Lions Club paid for the additional day (1) Thursday traffic costs in 2022.

Traffic Total	446 hours	\$34,654.42	4 Days Tr, Fri, Sat, Sun
Fringe rate 12.51%		\$ 4,335.24	
Traffic Total Cost		\$38,989.66	Total Requested Waived By Town Council
		<0.00>	25% surcharge waived by Town

Sincerely,



Lieutenant Michael Jones

NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 25, 2023 at 7:00 p.m. for the purpose of holding a public hearing on the proposed lease agreement as follows:

Approval of the contract to lease golf carts with GPS shield units from EZ-GO using PNC Bank, National Association in the amount not exceeding \$281,813.25 for golf carts and \$84,222.25 for the shield units. The yearly payments will be in the amount not exceeding \$56,362.65 for the golf carts and \$16,844.45 for the shield units starting 8/1/23 and ending 8/1/27.

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

Dated at Berlin, Connecticut this 12th day of July 2023.

Kate Wall
Berlin Town Clerk

Published: July 19, 2023

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2023

SUBJECT: Timberlin Golf Course – Equipment Lease

Summary of Agenda Item:

The Director of Golf, Sol Guerrero, has recommended entering into a lease agreement for the with EZ-GO who is using PNC Bank, National Association for 85 Golf Carts and 85 GPS Shield Units. For the 85 Golf Carts, the lease term is for 54 months with a total of \$281,813.25. Rent payments are due in yearly payments of \$56,362.65 starting 8/1/23 and ending 8/1/27. For the 85 GPS Shield Units, the lease term is for 54 months with a total of \$84,222.25. Rent payments are due in yearly payments of \$16,844.45 starting 8/1/23 and ending 8/1/27.

<u>Proposed Equipment</u>	<u>Equipment Cost (Annually)</u>
85 – EZGO RXV Gas Carts	\$56,362.65
85 – Shield Units	\$16,844.45
	<u>Total Cost (Annually)</u>
	\$73,207.10

Funding:

Funding will come from 001.25.2543.0.53603.00000 Golf Cart Lease.

Action Needed:

Move to authorize the Town Manger to sign the lease document to approve the contract to lease golf carts with GPS shield units from EZ-GO using PNC Bank, National Association in the amount not exceeding \$281,813.25 for golf carts and \$84,222.25 for the shield units. The yearly payments will be in the amount not exceeding \$56,362.65 for the golf carts and \$16,844.45 for the shield units starting 8/1/23 and ending 8/1/27.

Attachments:

None

Prepared By:

Sol Guerrero, PGA -Director of Golf



Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2023

SUBJECT: Update from the Housing Authority

Summary of Agenda Item:

The Town Council has asked that Joe Bajorski, Chairman of the Housing Authority, update the Town Council on the conditions of the Housing Authority Units.

Funding:

No funding needed.

Action Needed:

Update and discussion with the Housing Authority.

Attachments:

None

Prepared By: Kate Wall, Town Clerk *KW*

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 10, 2023

SUBJECT: Appropriate additional funds to Biscoglio Field Project from State of CT DEEP Grant

SUMMARY:

The Town received a grant from the CT Department of Energy and Environmental Protection (DEEP); this grant was accepted by the Town Council and the grant agreement was executed in March 2022. Part of this grant will fund renovating Biscoglio Field with a new synthetic turf surface, which will allow the field to be multi-use for numerous sports and groups. The other portion of this grant was utilized to purchase and install a replacement scoreboard for Scalise Field.

The scoreboard project is now complete and spent less than the allocated funds from the grant. Those funds are now being requested to be appropriated to the Biscoglio Field project. The previous approval was for \$2,119,000 on April 4, 2023.

The Town is asking to increase the contracted amount with H.I. Stone & Son Inc. (RFP Np. 2023 - 18) to, and not to exceed, \$2,205,576.48.

ACTION NEEDED:

Move to amend the motion adopted on April 4, 2023, to increase the contracted amount with H.I. Stone & Son Inc. (RFP Np.2023-18) from \$2,119,000.00 to an amount not to exceed \$2,205,576.48 for the conversion to synthetic turf surface at Biscoglio Field at Berlin High School

ATTACHMENTS:

- Sufficiency of Funds

PREPARED BY:

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



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 11-Jul-23

Purchase Item or Contract: Public Grounds/Parks & Recreation		Requested by: S. Wood/J. Ochoa	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Renovation of Biscoglio Field - H.I. Stone	\$2,205,576.48	\$2,205,576.48
			-
			-
			-
			-
TOTAL			\$2,205,576.48

Account No. 500.25.2545.0.54000.00772

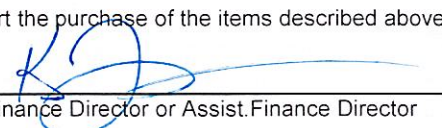
Budgeted Amount.....	\$2,774,254.00	Available balance.....	\$2,205,576.48
Encumbrances to Date.....	\$142,537.47	Amount Needed for This Package.....	\$2,205,576.48
Expenditures to Date.....	\$426,140.05	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist. Finance Director

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

Finance Director or Assist. Finance Director

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 13, 2023
SUBJECT: Contract Award for Treated Salt Purchase Fiscal Year 2023-2024

SUMMARY:

The Highway Department's use of treated road salt de-icing materials has proven successful over the past winters. These products adhere to the roadways much more consistently and evenly, reducing "scatter", proving it safer for the environment, and results in cleaner streets in the spring, thus reducing our street sweeping disposal.

The Capital Region Council of Governments (CRCOG) bid #748 for treated salt accepted bids from companies for a contract term of July 1, 2023 - June 30, 2024. Towns are to select a vendor appropriate for their region to provide reasonable services. We therefore recommend Morton Salt provide the treated salt for the duration of the contract. We will be committing an annual quantity of material (2,000 tons at \$99.67/ton). As in the past, we are obligated to purchase at least 50% of the annual estimated quantity of material and are requesting an initial purchase order in the amount of \$99,670.00 with Council granting authority to purchase additional quantities, based upon need, through June 30, 2024.

FUNDING:

Funds are available in the Highway Department's budget, Account #001.20.2037.0.53217.00000 (Snow and Ice Removal).

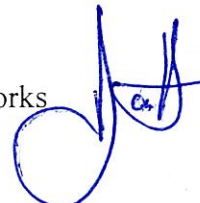
ACTION NEEDED:

Move to authorize the use of Morton Salt for treated road salt utilizing the Capitol Region Council of Governments Contract #748 for snow and ice control through June 30, 2024.

ATTACHMENTS:

- 1) CRCOG Bid Number 748
- 2) Sufficiency of Funds

PREPARED BY: James P. Horbal, Deputy Director of Public Works



TREATED ROAD SALT BID RESULTS



Results for the CRPC **Treated Road Salt** bid
are now available .

Contract Period:
7/1/2023 - 6/30/2024

#	Items	Lowest	Total Cost		Apalachee Salt		Cargill, Inc. Salt, Road Safety		Eastern Salt Company Inc.		Morton Salt, Inc.				
			Selected #	UnitPrice	\$ 1,596.0	VendorNot	UnitPrice	\$ 1,228.52	VendorNot	UnitPrice	\$ 2,880.0	VendorNot	UnitPrice	\$ 2,360.04	
			Quantity	Ret	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
#1-1	Region 1 Treated Road Salt - (In Season)	\$ 96.12	12200	\$ 103	N/A	103	\$ 96.12	N/A	96.12	\$ 120	N/A	120	\$ 99.18	N/A	99.18
#1-2	Region 1 Treated Road Salt - (Out of Season)	\$ 99.18	12200	\$ 103	N/A	103	\$ 109.96	N/A	109.96	\$ 120	N/A	120	\$ 99.18	N/A	99.18
#1-3	Region 1 Pick-Up Cost Per Ton - (In Season)	\$ 93	12200	\$ 93	N/A	93	\$ 95	N/A	95	\$ 120	N/A	120	\$ 97	N/A	97
#1-4	Region 1 Pick-Up Cost Per Ton (Out of Season)	\$ 93	12200	\$ 93	N/A	93	\$ 105	N/A	105	\$ 120	N/A	120	\$ 97	N/A	97
#2-1	Region 2 Treated Road Salt - (In Season)	\$ 97.27	33575	\$ 107	N/A	107	\$ 97.27	N/A	97.27	\$ 120	N/A	120	\$ 99.81	N/A	99.81
#2-2	Region 2 Treated Road Salt - (Out of Season)	\$ 99.81	33575	\$ 107	N/A	107	\$ 111.28	N/A	111.28	\$ 120	N/A	120	\$ 99.81	N/A	99.81
#2-3	Region 2 Pick -Up Cost Per Ton - (In Season)	\$ 93	33575	\$ 93	N/A	93	\$ 95	N/A	95	\$ 120	N/A	120	\$ 97	N/A	97
#2-4	Region 2 Pick -Up Cost Per Ton (Out of Season)	\$ 93	33575	\$ 93	N/A	93	\$ 105	N/A	105	\$ 120	N/A	120	\$ 97	N/A	97
#3-1	Region 3 Treated Road Salt - (In Season)	\$ 99.88	19500	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 99.88	N/A	99.88
#3-2	Region 3 Treated Road Salt - (Out of Season)	\$ 99.88	19500	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 99.88	N/A	99.88
#3-3	Region 3 Pick-Up Cost Per Ton - (In Season)	\$ 97	19500	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 97	N/A	97
#3-4	Region 3 Pick-Up Cost Per Ton (Out of Season)	\$ 97	19500	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 97	N/A	97
#4-1	Region 4 Treated Road Salt - (In Season)	\$ 99.63	29650	\$ 107	N/A	107	\$ 99.76	N/A	99.76	\$ 120	N/A	120	\$ 99.63	N/A	99.63
#4-2	Region 4 Treated Road Salt - (Out of Season)	\$ 99.63	29650	\$ 107	N/A	107	\$ 114.13	N/A	114.13	\$ 120	N/A	120	\$ 99.63	N/A	99.63
#4-3	Region 4 Pick -Up Cost Per Ton - (In Season)	\$ 93	29650	\$ 93	N/A	93	\$ 95	N/A	95	\$ 120	N/A	120	\$ 97	N/A	97
#4-4	Region 4 Pick -Up Cost Per Ton (Out of Season)	\$ 93	29650	\$ 93	N/A	93	\$ 105	N/A	105	\$ 120	N/A	120	\$ 97	N/A	97
#5-1	Region 5 Treated Road Salt - (In Season)	\$ 99.67	28900	\$ 109	N/A	109	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 99.67	N/A	99.67
#5-2	Region 5 Treated Road Salt - (Out of Season)	\$ 99.67	28900	\$ 109	N/A	109	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 99.67	N/A	99.67
#5-3	Region 5 Pick-Up Cost Per Ton - (In Season)	\$ 93	28900	\$ 93	N/A	93	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 97	N/A	97
#5-4	Region 5 Pick-Up Cost Per Ton (Out of Season)	\$ 93	28900	\$ 93	N/A	93	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 97	N/A	97
#6-1	Region 6 Treated Road Salt - (In Season)	\$ 99.85	16100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 99.85	N/A	99.85
#6-2	Region 6 Treated Road Salt - (Out of Season)	\$ 99.85	16100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 99.85	N/A	99.85
#6-3	Region 6 Pick-Up Cost Per Ton - (In Season)	\$ 97	16100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 97	N/A	97
#6-4	Region 6 Pick-Up Cost Per Ton (Out of Season)	\$ 97	16100	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 120	N/A	120	\$ 97	N/A	97



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 12-Jul-23

Purchase Item or Contract: Purchase of treated salt		Requested by: Jim Horbal	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Treated salt (1,000 tons at \$99.67/ton)	\$99,670.00	\$99,670.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$99,670.00

Account No. 001.20.2037.0.53217.00000 Snow and Ice Materials

Budgeted Amount.....	\$175,000.00	Available balance.....	\$175,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$99,670.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$75,330.00

Is a budget change needed? ☐ Yes ☒ No

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

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

Finance Director or Assist.Finance Director

or:

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

Finance Director or Assist.Finance Director

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2023

SUBJECT: ADA power assist door openers and associated work at Berlin High School

Summary of Agenda Item:

Capital funding was allocated in department no. 61 for ADA improvements throughout the schools as enhancements are needed. The Board of Education has prioritized the need for power assist door openers at the main entrance of Berlin High School which includes an opener at one of the main entrance exterior doors and one of the main entrance interior vestibule doors. The work will involve upgrades and reconfigurations to door hardware, access control and intercoms along with the installation of power assist door openers. Stanley Access and Security 101 will be performing most of the work in conjunction with Town Facilities Staff. The Stanley Access proposals fall within purchasing guidelines utilizing State Contract, but the Security 101 proposals exceed our internal limits. Security 101/ Advanced Security Integration LLC of Southington, Connecticut has provided proposals in the amount of \$32,937.51 for all associated work utilizing State of Connecticut DAS contract no. 17PSX0002.

Funding:

ADA Account 500.35.3561.0.54000.00315

Action Needed:

Move to utilize State of Connecticut contract no. 17PSX0002 and approve proposals 204894.0 and 199090.1 provided by Security 101/ Advanced Security Integration LLC of Southington, CT in the amount of \$32,937.51 for work associated with the installation of ADA power assist door openers, door hardware and intercoms at the main entrance lobby of Berlin High School.

Attachments:

Security 101 Proposals
Certificate of Sufficiency of Funds

Prepared By:

Douglas Solek, Director of Facilities



Berlin High School

Project Location
Berlin High School
139 Patterson Way
Berlin, CT 06037

Berlin HS Inner Vestibule Door 17PSX0002 — \$ 13,229.24

Proposal No.: 204894.0
Wednesday, June 21, 2023

Prepared For
Doug Solek
Director of Facilities



Security 101 - Connecticut
Advance Security Integration LLC.
158 North Main Street
Southington, CT 06489

CT — Electrical: ELC.0193981-C5 | CT — Other: 6499 | MA — Electrical: 7120- C | MA — Other: SS-001792 | NJ — Alarm:
34BA00186800 | NY — Alarm: 120000299743 | RI — Alarm: 2708 | VT — Electrical: ES-05556 (7C, 7K)

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Connecticut
Advance Security Integration LLC.
158 North Main Street
Phone: 800-991-4170
Fax: 800-991-4172
Website: www.Security101.com

Wednesday, June 21, 2023

Doug Solek
Berlin High School
139 Patterson Way
Berlin, CT 06037

Re: Berlin HS Inner Vestibule Door 17PSX0002

Dear Doug Solek:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Thomas Albino
VP of Sales
talbino@security101.com
Cell Phone: 860-575-1926



General System Description

Proposal #204894.0 Berlin HS Inner Vestibule Door 17PSX0002

Security101 to supply and install (1) HID Reader, Door Contacts and REX (install a solenoid at the door location to interface with the auto door operator) Latch retractions solenoids and (1) Controller at the panel location.

Security101 to supply Program, Commission and Test and Final Check Out

Existing Software, credentials and workstation. Proposal does not include training.

Genetec Software will be under the Berlin Town Hall System ID.

Proposal is based off the State of Connecticut Contract #17PSX0002

Access Control

Computer Stations

Genetec Reader License

Reader Licenses	1	GSC-EDU-SV-1R (Synergis Education reader connection K12) (Genetec)
-----------------	---	---

Panel Locations

IT Room

Control Panel	1	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - For Synergis SaaS only (Genetec)
Batteries	2	12V 7AMP BATTERY (Canadian Use only - US use IM-1272F1) (ULTRATECH)
Network Switch	1	Existing or Customer Supplied
Other	1	Materials: Installation Materials and Backboard provided by Security101

Access Controlled Doors

Inner Vestibule Door

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF (Genetec)
Door Contact	2	3/4" REC STL DR LEAD 3/4 WHT (GRI (GEORGE RISK))
Exit Device - PIR	1	REQUEST TO EXIT PIRS LIGHT GRY (BOSCH SECURITY SYSTEMS)
Transfer 1	2	Armored door cord, interior diameter of .25", supports interior wire cables up to .2" thick (SECURITRON -U.S.)
Other	2	Materials: electrified latch retraction provided by electrified latch retraction

Additional Items

Intercom

Sub Stations

Inner Vestibule intercom

Intercom Station	1	IP VIDEO DOOR STN,FLUSH (AIPHONE)
Accessory 1	1	SRF MNT BOX,IS/IX-DVF (AIPHONE)

Proposal is based off the State of Connecticut Contract #17PSX0002

Customer to provide:

- Provide Security101 physical and remote access to software; including user name and password to Network and Genetec Systems at Town of Berlin. Information to be provided prior to project start.

Exclusions:

- No physical management, moves/changes, or access manager changes etc of the access control system will be done during this process.
- No cleaning of the access control system will be done during this process.
- NON-Prevailing wage project cost is under \$100,000.00

Clarifications:

- All existing cabling, hardware and field devices are not included. Any faulty cabling, hardware, or field devices will be noted and sent to the customer. Security101 can provide a change order.
- To perform programming, commissioning, testing, training and final check-out.
- This quote is based on normal working hours (Mon to Fri 8am to 4:30pm) If customer requires after hours a change order will be provided.
- This project is to reinstate the existing Genetec Advantage.



Financial Summary

Proposal #204894.0 Berlin HS Inner Vestibule Door 17PSX0002

Bill to: Berlin Town Hall Facilities Department
11 Town Farm Lane
Berlin, CT 06037

Ship to: Attn: Doug Solek
Berlin High School
139 Patterson Way
Berlin, CT 06037

GRAND TOTALS

INSTALLATION	\$7,346.18
EQUIPMENT	\$5,650.27
SHIPPING	\$232.79
TOTAL INVESTMENT	

\$ 13,229.24



Terms & Conditions

Proposal #204894.0 Berlin HS Inner Vestibule Door 17PSX0002

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. **TERM AND TERMINATION:** This Agreement shall be in effect for Five (5) years from the date provided above and shall automatically renew for additional one (1) year terms unless terminated by either party upon Sixty (60) days written notice prior to the expiration of the original term or of any renewal thereof. If such automatic renewal is not permissible by law, then this Agreement shall renew for the maximum period allowable by such law.

2. **PAYMENT:** (a) Sales and installations - Payment Terms, unless otherwise stated in acceptance section shall be on a progress basis as follows: Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer designated site, 30% upon substantial completion and 10% upon final acceptance by Customer. (b) Service and maintenance: Payments shall be made yearly in advance to cover services in the succeeding twelve (12) month period. The service fee will increase annually by five (5%) percent on the anniversary of the commencement of services to reflect increases in material and labor costs. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less. Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a fifteen percent (15%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

3. **TAXES:** The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

4. **SERVICE HOURS:** Seller will perform all work during normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed. Any fire protection systems discovered at the time of inspection or added to the above premises after the date of this Agreement shall be inspected by Seller and Customer shall pay an additional price commensurate with the usual charges made by Seller and thereafter such systems will be added to the Scope of this Agreement at a mutually agreed upon price.

5. **SUBCONTRACTING:** Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

6. **INSTALLATION / SITE CONDITIONS:** Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

7. **EQUIPMENT COVERED:** Seller will provide Customer with the services described herein for the equipment listed on the Equipment Inventory List provided herein. Any additions to or deletions from the Equipment Inventory List, and any change in the service price as a result thereof, must be made in writing and signed by both Seller and Customer.

8. **TIME AND MATERIALS SERVICE WORK:** In the event that Seller is asked by Customer to perform additional work on a time and materials basis during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such time and materials work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller time and



Terms & Conditions (cont.)

Proposal #204894.0 Berlin HS Inner Vestibule Door 17PSX0002

materials rates in effect at the time the work is performed.

9. WARRANTIES:

INSPECTION WARRANTY - Seller makes no warranty, express or implied, in connection with any inspections services provided hereunder.

SERVICES WARRANTY - For all other services, including those provided on a time and materials basis, and excluding inspection services, Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the event that any services fail to comply with the foregoing standard within ninety (90) days from the date services are completed, Seller will re-perform the non-complying services at no additional charge.

PRODUCTS/ REPLACEMENT PARTS WARRANTY - Any equipment or replacement parts provided by the Seller will be warranted for a period of ninety (90) days from the date the equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. INDEMNIFICATION: Seller agrees only to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

11. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not otherwise name parties as additional insured or agree to waive its rights to subrogation. Seller does not provide copies of its policies, certified or otherwise nor does it provide endorsements.

12. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Any service charges shall cease until service is resumed.

13. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

14. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with such hazardous materials or substances, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

15. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. It is understood that countries outside the US may restrict the import or use of strong encryption products and may restrict exports, and Customer agrees that Customer shall be solely responsible for compliance with any such import or use restriction. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

16. FEDERAL ACQUISITION REGULATIONS: The components, equipment and services proposed by Seller are commercial items as defined by the



Terms & Conditions (cont.)

Proposal #204894.0 Berlin HS Inner Vestibule Door 17PSX0002

Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items."

17. GENERAL: (a) This Agreement and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

18. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

19. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

20. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle. Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Limited Warranty; Exclusions and Disclaimers

22. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

23. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

25. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

26. The parties understand and agree that (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged

by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

27. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

28. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

29. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

30. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

31. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

32. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

33. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

Security 101 may modify pricing ("Price Modification") with respect to Orders that have been previously accepted, to the extent Security 101 deems necessary, for reasons including but not limited to: (i) price increases imposed by Security 101 suppliers; (ii) Purchaser's required procurement timelines; (iii) supply chain constraints or material shortages; or (iv) other events outside of Security 101's control impacting the relevant industry. Purchasers may reject the Price Modification by cancelling the applicable lines of the Order subject to the Price Modification within 14 calendar days of the Price Modification notification. If requested by Security 101, Purchaser agrees to issue, or otherwise agree to, a revised or supplemental Order pursuant to this Section. If Purchaser fails or refuses to issue or agree to a revised or supplemental Order reflecting a Price Modification, Security 101 may in its sole discretion, in addition to any other remedy it may have, cancel the Order or hold such Order until such revised or supplemental order has been issued or provided. Notwithstanding the foregoing, unless the Purchaser cancels the Order within 14 days of the Price Modification notification, such Price Modification shall be binding regardless of Purchaser's failure or refusal to issue or provide a revised or supplemental Order.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Seller's performance or obligations herein. In the event of any delays or adverse impacts, Seller reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

Access Control Terms & Conditions

Intercom Terms & Conditions

Additional Terms & Conditions

Installation

34. All required installation documents are included.

35. Installation of all required equipment and materials with on-site supervision of project is included.

36. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.

37. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.

38. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.

39. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.

40. Client to provide and coordinate 110 VAC electrical service where needed.

41. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.

42. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security

101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

43. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

44. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

45. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

46. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

47. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

48. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



Acceptance

Proposal #204894.0 Berlin HS Inner Vestibule Door 17PSX0002

For the amount of **\$13,229.24** (tax not included)

This proposal dated Wednesday, June 21, 2023 is valid until Sunday, August 20, 2023

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Seller's performance or obligations herein. In the event of any delays or adverse impacts, Seller reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

Supply Chain Delays and Vendor Price Increases: Security 101 cannot be responsible for delays caused by supply chain delays or COVID-related delays. Prices may be increased by vendors/manufacturers requiring adjustments to the proposal price.

Payment Terms

30% payment on PO

30% payment on equipment delivery

30% payment on substantial completion

10% upon on final walk thru

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

CT — Electrical: ELC.0193981-C5 | CT — Other: 6499 | MA — Electrical: 7120- C | MA — Other: SS-001792 | NJ — Alarm: 34BA00186800 | NY — Alarm: 120000299743 | RI — Alarm: 2708 | VT — Electrical: ES-05556 (7C, 7K)

Berlin High School

Security 101 - Connecticut

Authorized Customer Signature

(date)

Authorized Security 101 Signature

(date)



Acceptance (cont.)

Proposal #204894.0 Berlin HS Inner Vestibule Door 17PSX0002

Printed Name

Printed Name

Title

Title

Purchase Order Number

Berlin High School

Project Location
Berlin High School
139 Patterson Way
Berlin, CT 06037

Berlin High Main Entrance Door & Intercom - \$ 19708.27

Proposal No.: 199090.1
Thursday, April 20, 2023

Prepared For
Doug Solek
Director of Facilities



Security 101 - Connecticut
Advance Security Integration LLC.
158 North Main Street
Southington, CT 06489

CT — Electrical: ELC-0193981-C5 | CT — Other: 6499 | MA — Electrical: 7120- C | MA — Other: SS-001792 | NJ — Alarm:
34BA00186800 | NY — Alarm: 120000299743 | RI — Alarm: 2708 | VT — Electrical: ES-05556 (7C, 7K)

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Connecticut
Advance Security Integration LLC.
158 North Main Street
Phone: 800-991-4170
Fax: 800-991-4172
Website: www.Security101.com

Thursday, April 20, 2023

Doug Solek
Berlin High School
139 Patterson Way
Berlin, CT 06037

Re: Berlin High Main Entrance Door & Intercom

Dear Doug Solek:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Bogdan Brocki
Project Manager
bbrocki@security101.com
Cell Phone: 860-978-1119



General System Description

Proposal #199090.1 Berlin High Main Entrance Door &
Intercom

Security101 to supply and install RP40 Readers at the main exterior door locations. Equipment to include electric latch retraction in the crash bar.

Security101 to home-run cabling back to designated IT closets connecting to existing power supply and access control panel.

Security101 to program, commission and test.

Security101 to tie in existing fire relays; provided by Berlins Fire alarm provider.

Security 101 to upgrade existing Aiphone master video intercom stations in the office and two doors stations because the existing master station are end of life. The new door station is not compatible with the existing office video master intercom stations therefore the entire intercom system needs to get upgraded.

Access Control

Computer Stations

Reader License

Reader Licenses	1	GSC-EDU-SY-1R (Synergis Education reader connection K12) (Genetec)
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Panel Locations

16 Door Panel Closet

Control Panel	1	Existing or Customer Supplied
Power Supply - Control Panel	1	Existing or Customer Supplied
Batteries	1	Existing or Customer Supplied

Access Controlled Doors

Auditorium Entrance Door

Card Reader In	1	RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF (Genetec)
Door Contact	2	1" RECESSED WITH 3 SWITCHES, 3 CLOSED LOOP (MAGNASPHERE)
Exit Device - PIR	1	REQUEST TO EXIT PIRS LIGHT GRY (BOSCH SECURITY SYSTEMS)
Exit Device - Mech	1	MELR KIT 36 WIDE (ADI LOCK EXPRESS)
Transfer 1	1	24 ARMORED DOOR LOOP 1/4 AL (ADI LOCK EXPRESS)
Other	1	Expenses: Cable support provided by Conduit, j-hook and Fire Caulk

Additional Items

Intercom

Master Stations

Office Master #1

Master Intercom	1	IX MASTER 7" HS BLK (AIPHONE)
Door Release	1	MULTI-PURPOSE ADAPTOR (AIPHONE)

Office Master #2

Master Intercom	1	IX MASTER 7" HS BLK (AIPHONE)
Door Release	1	MULTI-PURPOSE ADAPTOR (AIPHONE)

Sub Stations**Auditorium Entrance intercom**

Intercom Station	1	IP VIDEO DOOR STN,FLUSH (AIPHONE)
Accessory 1	1	SRF MNT BOX,IS/IX-DVF (AIPHONE)

Main Entrance intercom left side

Intercom Station	1	IP VIDEO DOOR STN,FLUSH (AIPHONE)
Accessory 1	1	SRF MNT BOX,IS/IX-DVF (AIPHONE)

Main Entrance intercom Right side

Intercom Station	1	IP VIDEO DOOR STN,FLUSH (AIPHONE)
Accessory 1	1	SRF MNT BOX,IS/IX-DVF (AIPHONE)



Financial Summary

Proposal #199090.1 Berlin High Main Entrance Door &
Intercom

Bill to: Berlin Town Hall Facilities Department
11 Town Farm Lane
Berlin, CT 06037

Ship to: Attn: Doug Solek
Berlin High School
139 Patterson Way
Berlin, CT 06037

Access Control TOTALS

TOTAL INVESTMENT	\$8,427.41
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Intercom TOTALS

TOTAL INVESTMENT	\$11,280.86
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GRAND TOTALS

TOTAL INVESTMENT	\$19,708.27
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Terms & Conditions

Proposal #199090.1 Berlin High Main Entrance Door &
Intercom

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. **TERM AND TERMINATION:** This Agreement shall be in effect for Five (5) years from the date provided above and shall automatically renew for additional one (1) year terms unless terminated by either party upon Sixty (60) days written notice prior to the expiration of the original term or of any renewal thereof. If such automatic renewal is not permissible by law, then this Agreement shall renew for the maximum period allowable by such law.

2. **PAYMENT:** (a) Sales and installations - Payment Terms, unless otherwise stated in acceptance section shall be on a progress basis as follows: Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer designated site, 30% upon substantial completion and 10% upon final acceptance by Customer. (b) Service and maintenance: Payments shall be made yearly in advance to cover services in the succeeding twelve (12) month period. The service fee will increase annually by five (5%) percent on the anniversary of the commencement of services to reflect increases in material and labor costs. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less. Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a fifteen percent (15%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

3. **TAXES:** The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

4. **SERVICE HOURS:** Seller will perform all work during normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed. Any fire protection systems discovered at the time of inspection or added to the above premises after the date of this Agreement shall be inspected by Seller and Customer shall pay an additional price commensurate with the usual charges made by Seller and thereafter such systems will be added to the Scope of this Agreement at a mutually agreed upon price.

5. **SUBCONTRACTING:** Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

6. **INSTALLATION / SITE CONDITIONS:** Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

7. **EQUIPMENT COVERED:** Seller will provide Customer with the services described herein for the equipment listed on the Equipment Inventory List provided herein. Any additions to or deletions from the Equipment Inventory List, and any change in the service price as a result thereof, must be made in writing and signed by both Seller and Customer.

8. **TIME AND MATERIALS SERVICE WORK:** In the event that Seller is asked by Customer to perform additional work on a time and materials basis during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such time and materials work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller time and



Terms & Conditions (cont.)

Proposal #199090.1 Berlin High Main Entrance Door &
Intercom

materials rates in effect at the time the work is performed.

9. WARRANTIES:

INSPECTION WARRANTY - Seller makes no warranty, express or implied, in connection with any inspections services provided hereunder.

SERVICES WARRANTY - For all other services, including those provided on a time and materials basis, and excluding inspection services, Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the event that any services fail to comply with the foregoing standard within ninety (90) days from the date services are completed, Seller will re-perform the non-complying services at no additional charge.

PRODUCTS/ REPLACEMENT PARTS WARRANTY - Any equipment or replacement parts provided by the Seller will be warranted for a period of ninety (90) days from the date the equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. INDEMNIFICATION: Seller agrees only to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

11. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not otherwise name parties as additional insured or agree to waive its rights to subrogation. Seller does not provide copies of its policies, certified or otherwise nor does it provide endorsements.

12. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Any service charges shall cease until service is resumed.

13. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

14. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with such hazardous materials or substances, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

15. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. It is understood that countries outside the US may restrict the import or use of strong encryption products and may restrict exports, and Customer agrees that Customer shall be solely responsible for compliance with any such import or use restriction. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

16. FEDERAL ACQUISITION REGULATIONS: The components, equipment and services proposed by Seller are commercial items as defined by the



Terms & Conditions (cont.)

Proposal #199090.1 Berlin High Main Entrance Door &
Intercom

Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items."

17. GENERAL: (a) This Agreement and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

18. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

19. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

20. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle. Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:
Limited Warranty; Exclusions and Disclaimers

22. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

23. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

25. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

26. The parties understand and agree that (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged



Terms & Conditions (cont.)

Proposal #199090.1 Berlin High Main Entrance Door & Intercom

by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

27. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00); and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

28. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

29. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

30. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

31. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.



Terms & Conditions (cont.)

Proposal #199090.1 Berlin High Main Entrance Door & Intercom

32. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

33. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

Security 101 may modify pricing ("Price Modification") with respect to Orders that have been previously accepted, to the extent Security 101 deems necessary, for reasons including but not limited to: (i) price increases imposed by Security 101 suppliers; (ii) Purchaser's required procurement timelines; (iii) supply chain constraints or material shortages; or (iv) other events outside of Security 101's control impacting the relevant industry. Purchasers may reject the Price Modification by cancelling the applicable lines of the Order subject to the Price Modification within 14 calendar days of the Price Modification notification. If requested by Security 101, Purchaser agrees to issue, or otherwise agree to, a revised or supplemental Order pursuant to this Section. If Purchaser fails or refuses to issue or agree to a revised or supplemental Order reflecting a Price Modification, Security 101 may in its sole discretion, in addition to any other remedy it may have, cancel the Order or hold such Order until such revised or supplemental order has been issued or provided. Notwithstanding the foregoing, unless the Purchaser cancels the Order within 14 days of the Price Modification notification, such Price Modification shall be binding regardless of Purchaser's failure or refusal to issue or provide a revised or supplemental Order.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Seller's performance or obligations herein. In the event of any delays or adverse impacts, Seller reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

Access Control Terms & Conditions

Intercom Terms & Conditions

Additional Terms & Conditions

Installation

34. All required installation documents are included.

35. Installation of all required equipment and materials with on-site supervision of project is included.

36. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.

37. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.

38. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.

39. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.

40. Client to provide and coordinate 110 VAC electrical service where needed.

41. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.

42. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security



Terms & Conditions (cont.)

Proposal #199090.1 Berlin High Main Entrance Door &
Intercom

101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

43. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

44. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

45. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

46. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

47. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

48. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



Acceptance

Proposal #199090.1 Berlin High Main Entrance Door &
Intercom

For the amount of **\$19,708.27** (tax not included)
This proposal dated Thursday, April 20, 2023 is valid until Monday, June 19, 2023

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Seller's performance or obligations herein. In the event of any delays or adverse impacts, Seller reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

Supply Chain Delays and Vendor Price Increases: Security 101 cannot be responsible for delays caused by supply chain delays or COVID-related delays. Prices may be increased by vendors/manufacturers requiring adjustments to the proposal price.

Payment Terms

30% payment on PO

30% payment on equipment delivery

30% payment on substantial completion

10% upon on final walk thru

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

CT — Electrical: ELC.0193981-C5 | CT — Other: 6499 | MA — Electrical: 7120- C | MA — Other: SS-001792 | NJ — Alarm: 34BA00186800 | NY — Alarm: 120000299743 | RI — Alarm: 2708 | VT — Electrical: ES-05556 (7C, 7K)

Berlin High School

Security 101 - Connecticut

Authorized Customer Signature

(date)

Authorized Security 101 Signature

(date)



Acceptance (cont.)

Proposal #199090.1 Berlin High Main Entrance Door &
Intercom

Printed Name

Printed Name

Title

Title

Purchase Order Number



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 18-Jul-23

Purchase Item or Contract: Facilities		Requested by: D. Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	ADA power assist doors & related hardware	\$32,937.51	\$32,937.51
			-
			-
			-
			-
TOTAL			\$32,937.51

Account No. 500.35.3561.0.54000.00315

Budgeted Amount.....	\$50,000.00	Available balance.....	\$50,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$32,937.51
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$17,062.49

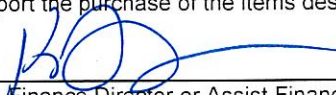
Is a budget change needed? ☐ Yes ☒ No

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

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

or:

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


Finance Director or Assist.Finance Director

Finance Director or Assist.Finance Director

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Aroscha Jayawickrema, Town Manager
DATE: July 17, 2023
SUBJECT: Contract Award for DPC Engineering, LLC Contract # 2023-14

SUMMARY:

On June 15, 2023, there was a bid opening for the evaluation of the existing infrastructure and financial assets of the Berlin Water Control. There was only one bidder, DPC Engineering, LLC. This company is very familiar with the waste water operation of the Berlin Water Control Commission. The bid was much higher than our budgeted amount. Therefore, a meeting with Staff, and the Consultant indicated that the best course of action was to break the project into two phases, namely water and sewer. It was determined that the water evaluation was the highest priority and could be accomplished this fiscal year. The sewer evaluation would be completed the following fiscal year.

FUNDING:

Funds are available in the Water Control budget, Account #843.50.5086.0.56924.00000 (Consulting Services) in the amount of \$60,000.00.

ACTION NEEDED:

Move to award Contract # 2023-14 to DPC Engineering, LLC for the evaluation of the Water Control infrastructure and financial assets for an amount not to exceed \$60,000.00.

ATTACHMENTS:

- 1) Breakout of Project by Water/Sewer Evaluation
- 2) Sufficiency of Funds

PREPARED BY:

Ray Jarema, P.E., Water Control Manager



Addendum No. 1 to DPC's June 15, 2023 Engineering Services Proposal

Task #	Task Description	Sub-Total by Task	Water (to be authorized via P.O. for completion in FY2024)	Wastewater (to be authorized via possible future P.O. for completion in FY2025)
1	Elton Road Well Field - wells, equipment and generator, appurtenances, including land, and treatment building	\$ 4,105.15	\$ 4,105.15	\$ -
2	Woodlawn Well - location - existing building, well, and land	\$ 3,000.15	\$ 3,000.15	\$ -
3	Lamentation Tank - water storage (2 million gallons), and land	\$ 2,575.15	\$ 2,575.15	\$ -
4	Bicentennial well site location (inactive) - land, well	\$ 2,575.15	\$ 2,575.15	\$ -
5	Atkins Hill Tank site - land (former water storage tank)	\$ 2,915.15	\$ 2,915.15	\$ -
6	Connection with New Britain Water Department - meter pit	\$ 2,235.15	\$ 2,235.15	\$ -
7	Connection with Metropolitan District Commission (MDC) - meter vault and booster pumps	\$ 2,235.15	\$ 2,235.15	\$ -
8	Connection with Cromwell Fire District	\$ 2,235.15	\$ 2,235.15	\$ -
9	Connection with Kensington Fire District - meter pit	\$ 2,235.15	\$ 2,235.15	\$ -
10	Connection with Worthington Fire District at seven (7) meter pits and five (5) valve locations	\$ 10,325.76	\$ 10,325.76	\$ -
11	Connection to Mattabassett (force main pump station)	\$ 2,235.15	\$ -	\$ 2,235.15
12	Approximately 545 hydrants in water distribution system	\$ 9,847.20	\$ 9,847.20	\$ -
13	Quincy Trail - Booster Station, vault and land	\$ 2,380.00	\$ 2,380.00	\$ -
14	Sewer Pump Stations (10), pumps, appurtenances and land a) Deming Road (scheduled for upgrade) b) Berlin Turnpike c) Middletown Road d) Stan Chem e) Worthington Ridge f) Briar Patch g) Stillmeadow Lane h) Orchard Road i) Toll Gate Road j) Worthington Point	\$ 29,768.64	\$ -	\$ 29,768.64
15	Sewer Meter Stations (8), meters, vault and appurtenances a) Assa Abloy (Deming Rd) b) Field Stone (Deming Rd) c) Commerce Street d) White Oak e) Mill Street (Rte 372) f) Baxter Avenue g) Berlin Street h) Estates of Berlin	\$ 14,745.76	\$ -	\$ 14,745.76
16	Belcher Brook - Sewer line - relined	\$ 2,235.15	\$ -	\$ 2,235.15
17	Webster Square 42" - sewer relined	\$ 2,235.15	\$ -	\$ 2,235.15
18	Field office - 49 Town Farm Lane - equipment, vehicles, building, etc.	\$ 10,942.88	\$ -	\$ 10,942.88
19	Administration, 240 Kensington Rd - Town Hall (rental) facility and miscellaneous office equipment and supplies	\$ 9,922.88	\$ 9,922.88	\$ -
Total =		\$ 118,749.94	\$ 56,587.21	\$ 62,162.74



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 18-Jul-23

Purchase Item or Contract: Water Control		Requested by: R. Jarema	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Evaluation of BWCC assets	\$60,000.00	\$60,000.00
			-
			-
			-
			-
TOTAL			\$60,000.00

Account No. 843.50.5086.0.56924.00000

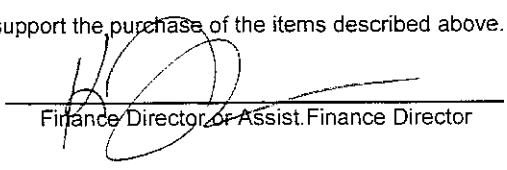
Budgeted Amount.....	\$116,667.00	Available balance.....	\$116,667.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$60,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$56,667.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist. Finance Director

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

Finance Director or Assist. Finance Director

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2023

SUBJECT: Selection of Fiducient Advisors for New Police Defined Benefit Plan

Summary of Agenda Item:

With the approval by the Town Council of a new defined benefit pension plan for Police Officers, the Town must select a custodian, paying agent and investment advisor. To aid in the review and selection of a custodian/paying agent, the Town proposes to expand on the favorable existing relationship with Fiducient Advisors. Partnering with Fiducient reduces the time to select a custodian/paying agent – a critical consideration with a September 1st go-live date – and leverages Fiducient's extensive municipal pension plan experience.

Fiducient has offered to charge \$20,000 in the first plan year to:

- Deliver results of a Request for Information for custodial bank services.
- Complete asset allocation modeling to develop a portfolio tailored to the plan's assumed investment objectives.
- Provide a cost-effective investment manager/fund structure.
- Develop a custom Investment Policy Statement to serve as a fiduciary governance tool.
- Participate in quarterly performance review meetings.
- Deliver monthly and quarterly investment performance reporting.

Funding:

The cost of Fiducient and the selected custodian/paying agent will be funded from plan assets.


Action Needed:

Move to authorize the Town Manager to sign an ongoing pension advisory agreement with Fiducient Advisors, pending review of the agreement by the Town Attorney, for an annual fee of \$20,000 with a 3% annual increase beginning after year one.

Attachments:

Fiducient Advisors proposal letter

Prepared By:

Kevin Delaney, Finance Director 

July 6, 2023

Mr. Kevin Delaney
Director of Finance & Treasurer
Town of Berlin
240 Kensington Road
Berlin, CT 06037

Dear Kevin:

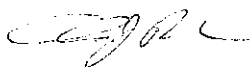
It was good speaking with you, Arosha, and Paula on Wednesday and I hope you found the meeting informative and productive. As mentioned during our call, municipal pension plans have been a focus of our firm for many decades, and we serve as trusted advisor to more than 50 municipalities across over 115 pension and OPEB plans. As firm, we are active in numerous organizations dedicated to the municipal finance arena, including the Government Finance Officers Association (GFOA) and the Connecticut Council of Small Towns (COST) and also founding members of the Connecticut Public Pension Forum (CPPF).

We are excited about the opportunity to partner with you, and we are prepared to deliver the following services to the town's police pension plan based on our understanding of your needs.

- Deliver an initial portfolio diagnostic review which would include the following:
 - Deliver results of Request for Information (RFI) for custodial bank services to the police pension plan
 - Asset allocation modeling to identify a portfolio solution with a risk and return profile tailored to your investment and financial objectives.
 - Provide a cost-effective investment manager/fund structure through our rigorous manager research and due diligence process.
 - Development of a custom Investment Policy Statement (IPS) to serve as a fiduciary governance tool for management and oversight of the police pension plan.
- Maintain open dialogue with the plan's actuary to better inform us regarding the actuarial assumptions and liability profile which may influence thinking around asset allocation.
- Ongoing monthly and quarter investment performance reporting on the police pension plan portfolio.
- On-site/video conferencing quarterly performance review meetings.

We are excited about the opportunity to partner with the town on this important endeavor and expand our partnership with the town. We are proposing an annual fee of \$20,000 with a 3% annual increase beginning after year one. I'd welcome the opportunity to meet with you to discuss our capabilities and proposal in greater depth and I'm confident our expertise and experience will provide valuable assistance towards helping achieve your investment goals while developing and memorializing a process to fulfill your fiduciary obligations.

My best,



Christopher Rowles
Partner, Senior Investment Consultant
Public Funds Practice Leader
crowlins@fiducient.com

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 17, 2023

SUBJECT: Approval of Tax Stabilization Agreement for 140 Deming Rd

Summary of Agenda Item:

The City of New Britain owns land on Deming Road in Berlin that does not currently yield any tax revenue for the Town of Berlin. New Britain has partnered with Onyx Renewable Partners and CTEC Solar to use the land for a solar electric generating facility. On March 17, 2023, the Connecticut Siting Council approved CTEC Solar's petition to construct and operate the solar electric generating facility.

Pursuant to CGS Sec. 32-71a(a), municipalities may, but are not required to, enter into tax stabilization agreements for electric generating facilities where such agreements may benefit the community and the project. CTEC Solar approached the Town of Berlin to enter into such an agreement. Under the proposed agreement, Onyx/CTEC will pay the Town of Berlin taxes at a level that would exist if the agreement were not in place, but those tax shall not exceed \$2,000 in any given tax year. Once the facility commences operation, Onyx/CTEC will pay the Town of Berlin \$1,600 per MW DC (projected at \$2,487.40). After year one, the \$1,600 will increase by 1.3% per year. The proposed agreement is for 20 years. The Town of Berlin will also receive revenue from permits that will be required during construction.

Funding:

None – the motion generates revenue for the Town with no incremental cost to the Town.

Action Needed:

Move to authorize the Town Manager to sign a tax stabilization agreement, pending review by the Town Attorney, with Onyx Renewables and CTEC Solar LLC in connection with the construction and ongoing operation of an electric generating facility at 140 Deming Road.

Attachments:

Tax Stabilization Agreement

Prepared By:

Kevin Delaney, Finance Director

TAX STABILIZATION AGREEMENT

THIS AGREEMENT, made effective as of _____, 2023, by and among the Town of Berlin, Connecticut, a governmental body organized under the laws of the State of Connecticut, ("Town"), and Onyx Renewable Partners, referred to as "Owner." The Town and Owner are together referred to as the "Parties".

RECITALS

- A. CTEC and Owner will be developing a commercial solar electric generating facility in the Town projected to consist of 1.2 megawatts ("MW") AC (1,554,630 kW DC) (the "Facility").
- B. Owner proposes to enter into a multi-year tax stabilization agreement with the Town in connection with the development of the Facility.
- C. According to the Parties, the purpose of the agreement is to eliminate depreciation and uncertainty in assessed value, resulting in a predictable source of revenue to the Town and a known tax burden on the project over the term of this Agreement.
- D. Pursuant to Connecticut General Statutes Sec. 32-71a(a), municipalities may, but are not required to, enter into tax stabilization agreements for electric generating facilities where such agreements may benefit the community and the project.
- E. Such assessments or taxes as fixed in such an agreement represent an approximation of the projected tax liability of such Facility based on a reasonable estimation of its fair market value as determined by the municipality upon the exercise of its best efforts.
- F. The Town Council of the Town has adopted a resolution authorizing Town to enter into this Agreement.
- G. The Parties now desire to enter into this Agreement to effect a Tax Stabilization Agreement for the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Town and Owner

hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Capitalized terms used and not defined herein shall have the definitions ascribed to them as set forth below:

Section 1.1 - Commencement Date. The term "Commencement Date" shall mean the later of October 1, 2023 or the date of the Grand List immediately following the date when the Facility commences delivery of solar energy into the grid ("commercial operations date" or "COD").

Section 1.2 - Property. The term "Property" shall mean the parcels of land located in Berlin, Connecticut as described on Schedule A attached hereto, together with all taxable personal property to be installed on the land as part of the Facility.

Section 1.3 - Tax Stabilization Rate. The Parties agree that the following stabilized taxes for the Property shall be paid for the indicated years:

- For the period from the commencement of the construction of the Facility until the commencement of the Tax Stabilization Period, the Property shall be assessed and taxed by Town as if this Agreement were not in place provided that said taxes for the Property shall not exceed \$2000.00 in any given tax year.
- \$1,600.00 per MW DC installed (projected at \$2,487.40) will be due at the Commencement Date for the first year of the Tax Stabilization Period.
- For each year thereafter of Facility operation during the Tax Stabilization Period, the annual payment of \$1,600.00 per MW DC shall increase by one and 3/10 percent (1.3%) per year.

Section 1.4 - Tax Stabilization Period. The term "Tax Stabilization Period" shall refer to the twenty (20) year period that shall begin on the first day (July 1) of the first tax year (e.g., 2024 based on the October 1, 2023 Grand List) following the Commencement Date and ending on the earlier of the last day of the twentieth tax year following the Commencement Date (e.g., June 30, 2045) or the decommissioning of the Facility, whichever comes first. Upon the mutual agreement of the parties, the Tax Stabilization Period can be extended up to an additional twenty (20) years after its initial term.

ARTICLE 2 - TAX MATTERS

Section 2.1 - Assessment of the Property. In consideration of the Owner's plan to operate a solar electric generating facility of up to 1.2 MW AC, the Town and Owner agree that the total property taxes due on the Property shall be fixed during the Tax Stabilization Period pursuant to Section 1.3. Owner shall pay such taxes during the Tax Stabilization Period. Other than the motor vehicle tax as set forth in Section 2 herein, no other property taxes currently levied under Connecticut law shall be due regarding the Property during the Tax Stabilization Period levied by the Town. During the Tax Stabilization Period, the Town shall establish the assessments of the Property at amounts that produce the stabilized tax payment for each year as set forth in Section 1.3. If the Property comes to be located in a fire district or other special assessment district during the term of this Agreement, then the assessments of the Property shall be further adjusted so that the stabilized tax payments provided for in this Agreement shall not increase in order to cover any property taxes that would be levied by any fire district, special district, or the Town. To assist with the establishment of said assessments, the Owner shall supply the Town's assessor with the total projected cost of the taxable personal property constituting the Facility as soon after the execution of this Agreement as practicable. Such costs shall be kept confidential by the Town pursuant to Connecticut General Statutes §12-41.

The addition of any new taxable personal property to the Facility after COD shall not increase the stabilized tax payments provided for in this Agreement unless they have the effect of increasing the Facility's nameplate capacity in MW AC, in which case the payments for the balance of the Tax Stabilization Period shall increase proportionally based on the percentage increase in the Facility's nameplate capacity. If any new taxable real or personal property is added to the Property during the term of this Agreement which is not part of the Facility, such property shall be subject to separate assessment and taxation by the Town in addition to the stabilized tax payments provided for in this Agreement. Any such separate assessment and taxes shall be subject to all appeal rights as provided by law. Upon the expiration or termination of this Agreement, the Property shall be assessed and taxed by the Town pursuant to law and the Owner shall have all appeal rights regarding such assessments and taxes as provided by law.

Section 2.2 - Motor Vehicle Taxes. The assessment value of any motor vehicles shall be determined by the Town's Assessor in the normal course pursuant to state and local laws.

Owner agrees to pay full taxes on all of its motor vehicles during the Tax Stabilization Period. Owner shall make such payment no later than the applicable due dates of the tax billing or otherwise shall be subject to penalty interest for late payment.

Section 2.3 - Payment of Stabilized Taxes Under Agreement. The stabilized tax payments provided for in this Agreement shall be billed by the Town and payable by the Owner at the same times as regular property taxes are billed and payable in the Town.

ARTICLE 3 - OPERATION OF PROPERTY

Section 3.1 - Operation. During the Tax Stabilization Period, Owner agrees that it shall not:

- 3.1.1. Change, suffer or allow the use of the Property to be changed to a use that does not comply with a solar electric generating facility as a use set forth in Section 32-71a(a) of the Connecticut General Statutes;
- 3.1.2. Fail to pay the taxes contemplated under this Agreement when due; or
- 3.1.3. Declare bankruptcy.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

Section 4.1 - Town Representations and Warranties. Town hereby represents and warrants to the Owner as follows:

- 4.1.1. This Agreement is in material compliance with Town Charter and with the Connecticut General Statutes, et seq.
- 4.1.2. Town is a municipality duly organized and operating under the laws of the State.
- 4.1.3. Town has the power to enter into this Agreement and to carry out its obligations hereunder.
- 4.1.4. The execution and delivery of this Agreement, the conferral of the Tax Stabilization to Owner, the performance of its other obligations contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement by Town are not prevented by or result in a breach of, the terms, conditions or provisions of Town Charter, any statute, law, ordinance or regulation by which Town is bound.
- 4.1.5. This Agreement has been duly authorized by Town's Board of Selectmen by

means of the adoption of a resolution, and is a valid and binding obligation of Town, and is enforceable in accordance with its terms against Town.

4.1.6. The representative of Town executing this Agreement is in good standing with Town, and is authorized to execute and deliver this Agreement, in such capacity.

4.1.7. There is no claim or litigation, or to the

best of Town's knowledge, threat of any claim or litigation, against Town with respect to its execution and delivery of this Agreement or otherwise pertaining to the conferral of the Tax Stabilization or any other matter contained in this Agreement.

Section 4.2 — Owner Representations and Warranties. Owner hereby represents and warrants to Town as follows:

4.2.1. Owner is qualified and, if necessary, licensed to transact business in the State of Connecticut,

4.2.2. Owner is the fee owner/lessee of the Property and has the power to enter into this Agreement and to carry out its obligations hereunder.

4.2.3. The execution and delivery of this Agreement, the performance of the obligations of Owner contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement by Owner are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Owner is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which Owner is now a party by which it is bound, nor do they constitute default under any of the foregoing.

4.2.4. This Agreement has been duly authorized by Owner, and is a valid and binding obligation of Owner and is enforceable in accordance with its terms against Owner.

4.2.5. The signatories of Owner executing this Agreement are in good standing with Owner and are authorized to execute and deliver this Agreement, in such capacity,

4.2.6. There is no claim or litigation, threat of any claim or litigation, against Owner with respect to its execution and delivery of this Agreement, the conferral of the Tax

Stabilization or any other matter contained in this Agreement.

4.2.7. There are no actions, suits or proceedings pending or threatened against or affecting the Owner or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the ability of Owner to perform its obligations under this Agreement.

4.2.8 As of the date of this Agreement, it is anticipated that the Facility will have a nameplate capacity of 1.2 MW AC. This capacity is subject to change based on the finalization of the Facility's design.

ARTICLE 5 - DEFAULT

Section 5.1 - Town Default. In the event that Town fails to perform under Section 2.1 of this Agreement and Owner furnishes notice to that effect to Town, and Town fails substantially to rectify the same within thirty (30) days after receipt of notice, and such an additional reasonable time period as is necessary to rectify the matter if the nature of such non-compliance cannot be reasonably cured within said thirty (30) day period so long as Town initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Town shall be deemed to be in default of this Agreement. In the event of Town's default under this Agreement beyond applicable cure periods, Owner shall be entitled to all rights and remedies at law or in equity.

Section 5.2 - Owner Default. In the event that Owner fails to perform a covenant or agreement as set forth in Section 3.1 above and Town furnishes notice to that effect to Owner, and Owner fails substantially to rectify the same within thirty (30) days after receipt of notice, and such an additional reasonable time period as is necessary to rectify the matter if the nature of such non-compliance cannot be reasonably cured within said thirty (30) day period so long as Owner initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Owner shall be deemed to be in default of this Agreement. In the event of Owner's default under this Agreement beyond applicable cure periods, this Agreement shall be null and void and the Town shall be under no obligation to grant further tax relief hereunder. Finally, the Town, in addition to any remedies provided herein, shall be entitled to all rights and remedies at law or in equity, including the right to assess all penalties and to exercise all rights accorded to it as a taxing authority under the Connecticut General Statutes for the non-payment of taxes.

ARTICLE 6 - MISCELLANEOUS

Section 6.1 - Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier, or certified mail as follows:

To Town: Town of Berlin

Berlin Town Hall
240 Kensington Rd,
Berlin, CT 06037
Attention: First Selectman

With a copy to:

To: Onyx Renewable Partners

Henri Rizack
230 Park Ave,
New York, NY 10169

To: CTEC: CTEC Solar LLC

1 Griffin Road South, Suite 200
Bloomfield, CT 06002
Attention: Mickey Toro

With a copy to: Lee D. Hoffman, Esq.

Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103

or at such other addresses as the Parties may indicate in writing to the other by personal

delivery, overnight courier, or registered mail, return receipt requested, with proof of delivery thereof. Notices and requirements shall be deemed delivered to the address set forth above (a) when delivered in person on a business day, or (b) on the same business day received if delivered by overnight courier or by certified mail, return receipt requested.

Section 6.2 - Successors and Assigns; Assignment. Owner shall have the right and ability to assign its rights and obligations under this Agreement. All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of all of the successors and assigns of the Parties hereto.

Section 6.3 - Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Owner and Town relative to the fixing of the assessments and taxes on the Property and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding on the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 6.4 - Counterparts. This Agreement (or any exhibit or addendum to it) may be executed by facsimile or using an e-signature format such as DocuSign, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

Section 6.5 - No Admission as to Value. The Parties acknowledge and agree that the values placed upon the Property as a result of this Tax Stabilization Agreement shall not now or at any other time be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Property.

Section 6.6 - Agreement Not Binding Beyond the Term: Owner acknowledges and agrees that the Tax Stabilization offered pursuant to this Agreement is not binding upon the Town beyond the twenty (20) year Tax Stabilization Period agreed to herein unless this Agreement is extended as provided for in Section 1.4 above.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties hereto and is effective as of the aforesaid date.

Signatures on following page:

<p>TOWN: Town of Berlin</p> <p>BY: _____</p> <p>Its First Selectman</p> <p>Date:</p>	
<p>Onyx Renewables</p> <p>_____ BY:</p> <p>Authorized Signatory</p> <p>Date:</p>	
<p>CTEC Solar LLC</p> <p>BY: _____</p> <p>Authorized Signatory</p> <p>Date:</p>	

SCHEDULE A

Solar Lease Area

142 Deming Road, Berlin, CT 06037



TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 15, 2023

SUBJECT: Waive the Town's purchasing requirements to purchase the noted equipment and services from "Municipal Equipment Specialist" of Waterford Ct. for an amount not to exceed \$42,100. This equipment and services will be used by the Town of Berlin Fire department.

Summary of Agenda Item:

Over the course of the fiscal year 2023/2024, the Fire Department will be purchasing equipment and services various vendors. This will be done by receiving comparative quotes or using purchasing agreements to obtain the best product and pricing for the town and our Firefighters.

During this process, we have determined that Municipal Equipment Specialist / Shipman Fire Equipment (M.E.S.) is the sole-source vendor for our area or provided us with the best pricing for our purchases. When you put all these items together it became obvious that the cumulative expenditures for the fiscal year would trigger Town Council approval.

We have used M.E.S. in the past and are very pleased with their company.

An explanation, comparative pricing and funding stream follows.

1. Services

1a Annual Pump Testing: Cost \$3,500

This is an OSHA and NFPA requirement. In the past we have hired an outside vendor and used the State boat launch area at Silver lake. DEEP informed us that we are no longer allowed use the boat ramp for this.

M.E.S. has a contained test trailer that is capable of performing this service at the municipal complex yard. By performing the test at the municipal complex, it is more convenient, takes fewer man hours and is the same price as the previous vendor.

1b Fire Extinguisher Servicing: Cost \$4,000

The fire service utilizes many different types of fire extinguishers many of which are larger units or with a specialized extinguishing agent. This service includes the annual inspection, hydro testing (if needed), refilling and recharging the extinguishers when used.

1c Holmatro Hydraulic Rescue Inspection and Servicing: Cost \$10,000

These tools are commonly known as the "Jaws of Life" as they are the hydraulic power tools that are used to extricate trapped people in/under objects such as machinery, vehicles etc. We contract with factory trained technicians to perform an annual inspection of all the equipment. The inspection includes disassembling the tools, inspecting, adjusting, minor repairs and reassembling them. M.E.S. is the sole source sales point, factory authorized repair vendor for CT. These inspections and repairs are performed at our facility.

1d Scott SCBA Flow testing: Cost \$7,500

Annual inspection and flow testing of Self-Contained Breathing Apparatus. This equipment is worn by firefighters when entering toxic or smoke-filled atmospheres. This service includes inspection, repair of any defects found, and flow testing to ensure the units function to factory specifications.

The flow testing is an OSHA reequipment. M.E.S. is the factory trained authorized dealer and repair facility.

2. Equipment Purchases

2.a Elkhart Brass Nozzles and Tips: Cost \$8,500

This is the replacement and/or upgrading of 14 firefighting nozzles throughout the 4 fire companies. Many of the current nozzles are over 20 yrs. old and are of different manufacture, have different flow capabilities, and different operating pressures. This purchase will be the first time that the firefighting water delivery system is coordinated and standardized throughout the town.

The new standard flow for interior fire attack at 185 gallons per minute @50PSI nozzle pressure. The equipment will be color coded, between the nozzles, hose line and pump discharges controls. This will increase firefighter safety, make training standardized and assist with on scene coordination of companies.

Comparative quotes were obtained (see attached) and M.E.S. was the lowest overall on the package.

2.b Task Force Tips Intake Valves: Cost \$8,600

The two (2) new trucks being delivered later this year will need replacement intake valves for the fire pumps. The current valves will not work on these trucks. Task Force Tips (TFT) is the current standardized valve being used on many of our apparatus.

Comparative quotes were obtained and M.E.S. was the lowest for these valves. (See attached quote summary).

Funding:

Fire department FY24 has four accounts that will provide the funding source for these expenditures:


<i>Account Information</i>	<i>Items funded</i>	<i>Amount</i>
# 001.15.1531.0.53816.00000, Equipment testing,	1a, c & d	\$ 21,000
# 001.15.1531.0.53208.00000, Equipment	2b	\$ 8,500
# 001.15.1531.0.53219.00000, Materials and Operating	1b	\$ 4,000
#134.15.1531.0.54000.00012, Vehicle Reserve	2b	\$ 8,600
<i>Total</i>		\$ 42,100

Action Needed:

Move to waive the Town's purchasing requirements to purchase the noted equipment and service for the Town of Berlin fire department from "Municipal Equipment Specialist" of Waterford Ct. for an amount not to exceed \$42,100 as this is in the best interest of the Town.

Attachments:

Comparative pricing work sheet

Prepared By: 

James Simons, Chief of Fire Services

Town of Berlin
Fire Department
 Comparative Pricing
 Nozzles - Intack Valves

<i>Elkhart Brass Nozzles & Tips</i>				
<i>Pricing Per Item</i>				
Item	M.E.S.		Firematic	Heiman Supply
Nozzle Shut Off	\$	355.98	\$ 398.13	\$ 431.95
15/16 short tip	\$	111.76	\$ 125.00	\$ 139.95
185 GPM fog tip	\$	562.74	\$ 629.38	\$ 551.95
<i>Total</i>	\$	1,030.48	\$ 1,152.51	\$ 1,123.85
<i>Pricing for Quantity being Purchased</i>				
Item	M.E.S.		Firematic	Heiman Supply
Nozzle Shut Off (12)	\$	4,271.76	\$ 4,777.56	\$ 5,183.40
15/16 short tip (13)	\$	1,452.88	\$ 1,625.00	\$ 1,819.35
185 GPM fog tip (5)	\$	2,813.70	\$ 3,146.90	\$ 2,759.75
<i>Total</i>	\$	8,538.34	\$ 9,549.46	\$ 9,762.50

<i>Task Force Tips</i>				
<i>Intake Valve</i>				
Vendor	M.E.S.	Firematic	Fire Tech	
Each	\$ 2,145.00	\$ 2,430.75	\$ 2,430.75	
<i>Total for Four</i>	\$ 8,580.00	\$ 9,723.00	\$ 9,723.00	

Indicates lowest price

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 16, 2023

SUBJECT: Approve the purchase of tires for the Town of Berlin Fleet from various vendors utilizing government pricing from Goodyear and Bridgestone, Michelin and Cooper tires.

Summary of Agenda Item:

Over the course of the fiscal year 2023/2024, the Fleet Garage is anticipating spending approximately \$45,000 on tires, wheels and related items. Tire manufacturers set the tire pricing/discounts for government agencies through purchasing agreements that can be statewide or national. The actual distribution of tires is through local vendors. If approved, the Town of Berlin will file the necessary paperwork with the vendors to utilize the government pricing for tires.

Those Vendors are:

- Connecticut Tire of Berlin, CT
- Sullivan Tire of South Windsor, CT
- DiPietro Tire of New Britain, CT

The selection of which vendor is used depends on who can supply the tires or service the quickest. Connecticut Tire stocks mainly police tires, DiPietro Truck stocks tires and off-road equipment and Sullivan is a master distribution center.

The Fleet Garage also purchases “off brand” tires that are used on applications not requiring “pursuit” rated or matched set tires such as administrative vehicles, light vans and pickup trucks. For those, the Fleet mechanics shop around looking for the best fit/price matching the needs. These purchases are also made through various tire vendors; best price and availability is the criteria for these tires.

Funding:

Funding for this expenditure is within the Municipal Garage FY 24 budget, “Tires” Account # 001.20.2035.0.53220.00000, with \$46,550 available

Action Needed:

Move to waive the Town’s purchasing requirements and approve the purchase of tires from Connecticut Tire, Sullivan Tire and DiPietro Tire, utilizing government pricing from the tire manufactures, in amount not to exceed \$45,000 as this is in the best interest of the Town.

Attachments:

None

Prepared By:

James Simons, Fleet Manager

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 19, 2023
SUBJECT: Estimated Costs to Distribute Pie Chart to Residential Taxpayers

Summary of Agenda Item:

The Council at its July 11, 2023, meeting requested cost estimates to mail the FY 2024 budgeted revenues and expenditures in a pie chart format to residential taxpayers. The following are the various options and the related costs.

- | | |
|--|----------------|
| 1) Mail to all residential taxpayers: | |
| Print(5" X 8") for 8,500 copies | \$1,292 |
| Postage | \$4,183 |
| Labels | \$ 75 |
| Total | \$5,550 |
| 2) Berlin Citizen Half a Page | \$610 |
| 3) Town Website, Facebook and notification | \$0 |

Funding:

001.05.0507.0.53900.00000

Action Needed:

Move to direct the Town Manager to print and distribute the FY 2024 budgeted revenues and expenditures in a pie chart format to residential taxpayers.

Attachments:

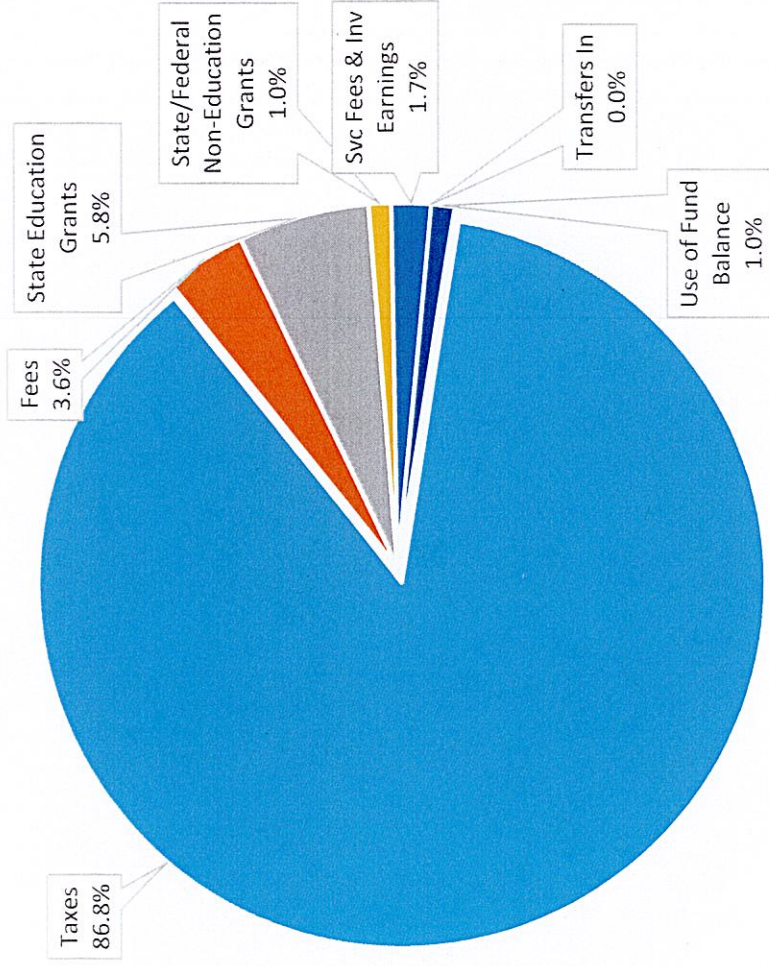
Sample Pie Chart

Prepared By: Arosha Jayawickrema

TOWN OF BERLIN

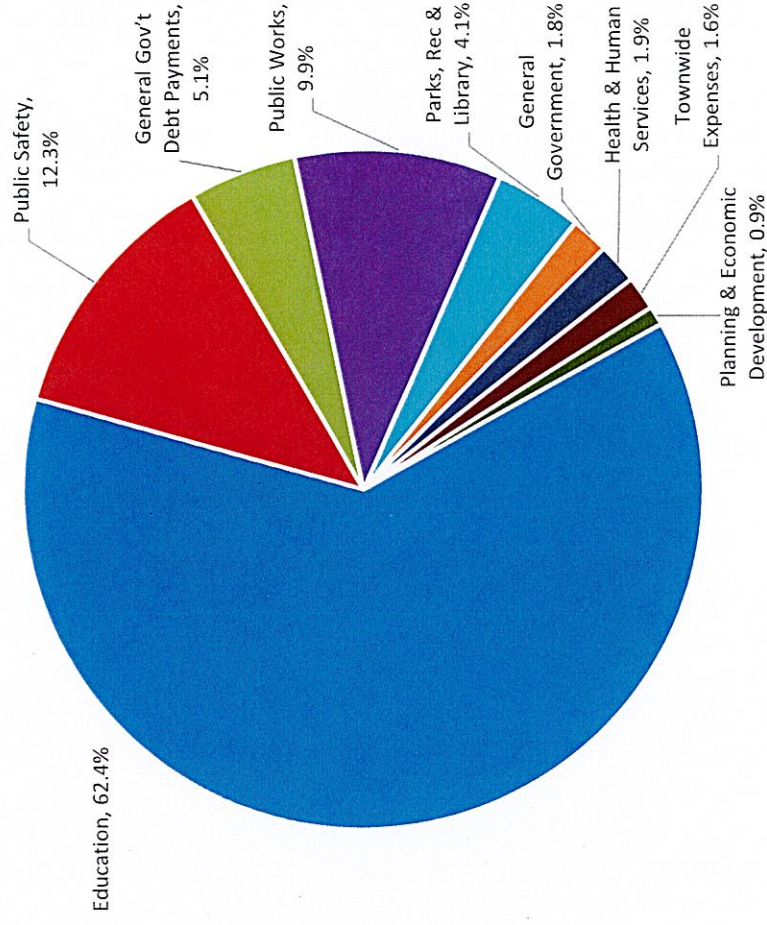
FISCAL YEAR 2024 GENERAL FUND BUDGET

How is the budget funded?



Percentages may not add up to 100% due to rounding.

Where do your tax dollars go?



Education includes: BOE Operating Budget, Private Schools, Shared Services & School Debt