

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/81475201660?pwd=a8GJE0tdbgY0wa8MnJ6Vka2nQYhfbE.1>

Meeting ID: 814 7520 1660

Passcode: 509115

+1-309-205-3325

TIME CHANGE – THE TOWN MEETING WILL BE AT 7:15 PM AND THE TOWN COUNCIL MEETING WILL START IMMEDIATELY AFTER THE TOWN MEETING.

7:15 Special Town Meeting:

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, September 19, 2023, at 7:15 p.m. for the following purposes:

Approve a four-year lease agreement between the Berlin-Peck Memorial Library and The Office Works, Inc. for two Kyocera 6230cdn color printers to be used for public printing.

Dated at Berlin, Connecticut this 6th day of September 2023.

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, September 19, 2023
Town Council Chambers (in person)
Remote Meeting
7:15 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PRESENTATION OF PROCLAMATION First Responders Day Proclamation
Karen and Cliff Cote - Volunteerism
- E. AUDIENCE OF CITIZENS
- F. MAYOR'S UPDATE
- G. MEETING AGENDA – Immediately Following the Mayor's Update

H. CONSENT AGENDA:

1. Topic re: Approve waiving the Police Traffic Control fees in the estimated amount of \$ 5,302.00 for the Powerhouse Gym Thanksgiving Day 5K that will take place on Thursday, November 23, 2023. – Police Department
2. Topic re: Accept monetary donations totaling \$967.38 and deposit \$457.91 into the friends of the library miscellaneous account for the purchase of programs, summer reading supplies and coffee supplies and deposit \$509.47 into the friends of the library credit card account for the purchase of program supplies, a prize for library sign up month and an annual database subscription. Also accept the donation of books with an approximate value of \$29.00 to be added to the appropriate department collection. – Berlin-Peck Memorial Library
3. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 155.00 for Animal Care. – Animal Control

I. NEW BUSINESS:

1. Topic re: Pursuant to Sections 1-4(a)(1) and 1-6 of the Berlin Ethics Policy and Section 9-5 of the Town Charter; consideration and action in response to the Board of Ethics' December 21, 2021, finding of a violation of the Ethics Policy and Code of Ethics relative to Complaint #2021-001. – Town Manager
2. Topic re: Approve the Berlin Peck Memorial Library to enter into a four-year lease with The Office Works, Inc. for two Kyocera 6230cdn color printers to be used for public printing. The total cost for both printers per month is \$137.90 (68.95 ea.) or \$1,654.80 per year and that includes 1,500 black and white prints and 500 color prints each. The overage rate is .0138 for black and white prints and .062 for color prints. – Berlin-Peck Memorial Library
3. Topic re: Approve the acceptance of the annually renewable one-year contract with Prism Academy to provide outside nursing services, totaling \$13,500 for the year. Anticipated cost not to exceed \$8,100. – VNA
4. Topic re: Approve non-budgeted appropriation of \$80,000 from fiscal year 2024 General Fund Unassigned Fund Balance into Snow Equipment pending Board of Finance approval and approve the purchase one Toro Polar-Trac plus accessories not to exceed \$83,000 utilizing Sourcewell Pricing contract # 0311121-TTC from Turf Products pending approval of the FY24 non-budgeted appropriation by the Board of Finance. - Public Grounds
5. Topic re: Approve spending up to \$55,000.00 with Winslow Technology of Waltham, Massachusetts on computer equipment needed for the Town. – IT
6. Topic re: Approve the purchase of modems and related equipment from AT&T using state contract not to exceed \$50,000.00. - IT
7. Topic re: Approve the purchase of one Ford F-350 pickup truck from Tasca Ford utilizing CT DAS Contract #19PSX0161 for an amount not to exceed \$53,996. – Fleet Maintenance

8. Topic re: Waive of the Town of Berlin's purchasing requirements for the purchase of OEM parts and services from W.I. Cark of Wallingford Ct. for an amount not to exceed \$ 37,000 as this is in the town's best interest. – Fleet Maintenance
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 \$62,100 as this is in the best interest of the Town. – Fire Administration
10. Topic re: Accept the FY24 Legislative Grant awarded to the Town of Berlin by the Connecticut General Assembly in the amount of \$254,000 and appropriate the funds to the FY24 Legislative Grant expenditure account in the Public Buildings Department (\$185,000), Police Department (\$44,000) and Schools Department (\$25,000) all in the Capital Non-Recurring fund, pending approval by the Board of Finance. – Town Manager
11. Topic re: Authorize the Town Manager to retain the services of Pullman & Comley to prepare bond authorization documents in the amount of \$3,700,000 for the addition and renovations of the Berlin Police Station, and to authorize the Town Manager to schedule and advertise for a Public Hearing to be held Tuesday, October 3, 2023, at 7:00 p.m. on an ordinance entitled, "AN ORDINANCE APPROPRIATING \$3,700,000 FOR ADDITION AND RENOVATIONS TO THE BERLIN POLICE STATION, AND AUTHORIZING THE ISSUE OF \$3,700,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE".

Call a Town Meeting at 6:45 p.m. on October 3, 2023, to approve a non-budgeted appropriation of \$1,000,000 from the FY24 General Fund Unassigned Fund Balance to the Buildings & Renovations account in the Police Station Construction Fund. – Finance

J. TOWN MANAGER'S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS' COMMUNICATION:

M. ACCEPTANCE OF MINUTES:

September 5, 2023

N. EXECUTIVE SESSION:

1. Real Estate – C.G.S.S. Sec. 1-200 (6) (D) discussion of the selection of a site, sale or purchase of real estate by the Town – Chamberlain Highway

O. ADJOURNMENT

LEGAL NOTICE
TOWN OF BERLIN
SPECIAL TOWN MEETING

September 19, 2023

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, September 19, 2023, at 7:15 p.m. for the following purposes:

Approve a four-year lease agreement between the Berlin-Peck Memorial Library and The Office Works, Inc. for two Kyocera 6230cdn color printers to be used for public printing.

Dated at Berlin, Connecticut this 6th day of September 2023.

BERLIN TOWN COUNCIL

ATTEST: Kate Wall, Berlin Town Clerk

Publish Date:
September 12, 2023



TOWN OF BERLIN

Office of the Mayor

TOWN HALL • BERLIN, CT 06037

Mayor
Mark H. Kaczynski

Deputy Mayor
Charles R. Paonessa

FIRST RESPONDERS' DAY PROCLAMATION

WHEREAS: First Responders, both career and volunteer, include law enforcement officers, firefighters, emergency medical technicians, 911 dispatchers, and search and rescue personnel who bravely and selflessly risk their lives every day to protect families, visitors, and businesses; and

WHEREAS: First Responders do not hesitate to risk their own lives in order to save the lives of others, and their commitment to continued training, skill enhancement, and interagency cooperation make them prepared to serve, protect, and rescue other citizens 24 hours per day, 365 days a year; and

WHEREAS: First Responders are a vital part of every community, maintaining safety and order in times of crisis, and volunteering in our schools and community organizations; and

WHEREAS: Acts of kindness and appreciation from citizens provide first responders needed encouragement and support to confront the dangerous and uncertain situations they face every day.

NOW, THEREFORE, BE IT RESOLVED, I, Mark H. Kaczynski, by virtue of the authority vested in me as Mayor of Berlin, Connecticut, do hereby thank and applaud all First Responders for all their selfless acts of honor and bravery.

Dated this 30th day of September 2023

Mark H. Kaczynski, Mayor



TOWN OF BERLIN Town Council

PROCLAMATION

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

Karen and Cliff Cote

for their long-standing volunteerism within the community.

Karen and Cliff Cote have supported many Berlin organizations over the years. Organizations such as the Ryan T. Lee Foundation, the American Legion Post 68 and the Veterans of Foreign Wars Post 10732 have benefited from the kindness of Karen and Cliff. In 2015, when their son was deployed to Kuwait, they began sending care packages overseas every Thanksgiving. This became an annual event and is known as Boxes to Boots. The Cotes organized a group of volunteers who participate in the Giving Thanks to our Troops Night where they come together to assemble the outbound care packages. Thus far, Boxes to Boots has distributed over 2600 packages to soldiers who cannot be home with their families for Christmas.

The selfless service of Karen and Cliff and their unending desire to help others has left a lasting mark within Berlin and beyond.

In acknowledgement of their volunteerism, and the critical role they have played as a hallmark of the American character, the Berlin Town Council hereby recognizes **Karen and Cliff Cote** for their positive impact in service to our country, community and citizens of Berlin and extends best wishes to them for many years to come.


Dated this 19th day of September 2023.

Mark H. Kaczynski, Mayor

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: September 5, 2023

SUBJECT: Request for Fee Waiver – Powerhouse Gym 5K Road Race

Summary of Agenda Item:

Powerhouse Gym is hosting a 5K Road race to benefit several charities to be held on Thanksgiving 2023 in Berlin. This event is televised on Channel 3 and hosted by meteorologist Scott Haney. Charities to benefit are the Berlin Visiting Nurse Association and veteran group "Major Steven Andrews Outreach Program".

Funding:

Officers assigned to this event would be paid from the extra duty account #001.15.1532.0.51440.00000.


Action Needed:

Move to approve waiving the Police Traffic Control fees in the estimated amount of \$ 5,302.00 for the Powerhouse Gym Thanksgiving Day 5K that will take place on Thursday, November 23, 2023.

Attachments:

Request for Fee Waiver Form

Prepared By:

Lieutenant Michael Jobes, Berlin Police Department 

Requesting Organization: Powerhouse Gym	Date: 9/1/2023
Contact Name: Jack Banks	
Phone Number: 860 836 4614	
Event: Powerhouse Gym/WFSB Channel 3 Charity 5K	Date of Event: November 23rd 6:45 AM (starts)
Location of the Event: Powerhouse Gym . 49 Webster Sq. Rd.	
What fee do you want waived: Police officer fee	
Identify the hardship incurred: Race proceeds in the last 3 years since covid (held in Farmington) have been reduced to approximately slightly above the estimate provided by Berlin PD for closing the roads for the 1 hour needed.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: We will be donating the majority of all proceeds to the Berlin Visiting Nurse Association. We will also be highlighting that organization as well as the Town of Berlin for 4 hours on live television with Scot Haneey before & after the race. We will guarantee at least the cost of the officers to the BVNA. The remainder will go to a veterans group & various other causes in the Berlin/New Britain area.	

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.

The Veterans group is
"Mayor Steven Andrews
outreach program."

Live TV. 4am - 8am

20TH YEAR

Roads are typically
closed from 6:30am
to 7:30 AM

Comments:

Jack Bank
Signature

9/11/2023
Date

Heather Hutchinson
Town Manager Signature

9/12/23
Date

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

1. Fee Waiver Policy

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

Consent
2

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 8, 2023

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	457.91	FOL Misc. Acct.	programs, summer reading supplies, and coffee supplies	Friends of the Library
	509.47	FOL C.C. Acct.	program supplies, prize for library sign up month, annual database subscription	Friends of the Library
	967.38			
Equip/Merch	29.00	Books	add to appropriate department collection	Various patrons
	29.00			

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$967.38 and deposit \$457.91 into the friends of the library miscellaneous account for the purchase of programs, summer reading supplies and coffee supplies and deposit \$509.47 into the friends of the library credit card account for the purchase of program supplies, a prize for library sign up month and an annual database subscription.

Move to accept the donation of books with an approximate value of \$29.00 to be added to the appropriate department collection.

Attachments:

None

Prepared By:

Kimberly McNally, Director



Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 8, 2023

SUBJECT: Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

Period	Amount	Purpose	Donor*
August 19, 2023 to Sept 7, 2023	\$ 100.00 ck# 5543	Animal Care	Angela Manafort Berlin
	\$ 5.00 (Cash)	Animal Care	Tom Hodolitz Berlin
	\$ 50.00 ck # 61278761	Animal Care	Thomas Ottman Berlin

* Unless a name is mentioned, donors requested anonymity

FUNDING:

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 155.00 for Animal Care

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer

JL



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

August 15, 2023

Angela Manafort
333 Christain Lane
Berlin, CT 06037

Dear Angela,

Thank you so very much for the extremely generous donation of \$100 for the shelter Animals. We really appreciate you thinking of us and the animals we care for. It is so kind of you to help us in our efforts to care for the homeless and abandoned animals in our care.
Thanks again.

Sincerely,

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



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



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

August 15, 2023

Tom Hodolitz
60 Heather Lane
Berlin, CT 06037

Dear Tom,

Thank you so very much for the donation of \$ 5.00 for the shelter
Animals. We really appreciate your kindness.

It is so nice of you to help us in our efforts to care for the homeless and abandoned animals in
our care.

Thanks again.

Sincerely,

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



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



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

September 5, 2023

Thomas Ottman
53 Westview Terrace
Berlin, CT 06037

Dear Thomas,

Thank you so very much for the continuing donation of \$ 50.00 for the shelter animals. We really appreciate your kindness.

It is so nice of you to help us in our efforts to care for the homeless and abandoned animals in our care.

Thanks again.

Sincerely,

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



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

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: September 6, 2023
SUBJECT: Violation of the Ethics Policy and Code of Ethics

Summary of Agenda Item:

Please refer to the attached letter from the Board of Ethics dated January 4, 2022. Ms. Angelico-Stetson did file a lawsuit to overturn this decision. The lawsuit has been withdrawn.

This was discussed at previous Town Council meetings. The Board of Ethics information was distributed to the Town Council members in May.

Action Needed:

Pursuant to Sections 1-4(a)(1) and 1-6 of the Berlin Ethics Policy and Section 9-5 of the Town Charter, consideration and action in response to the Board of Ethics' December 21, 2021, finding of a violation of the Ethics Policy and Code of Ethics relative to Complaint #2021-001.

Attachments:

Letter from the Board of Ethics

Prepared By: Kate Wall, Town Clerk



Town Of Berlin

Kate Wall, MMC
240 Kensington Road
Berlin, CT 06037
860-828-7036

kwall@town.berlin.ct.us

Office of the Town Clerk & Registrar of Vital Statistics

January 4, 2022

Mr. Arosha Jayawickrema
Berlin Town Manager
240 Kensington Road
Berlin, CT 06037

Re: Board of Ethics Complain #2021-001

Dear Mr. Jayawickrema:

This letter will serve as notification pursuant to the Town's Ethics Policy that the Berlin Board of Ethics, following hearings on an Ethics Complaint filed by Donna Veach as Complainant against JoAnn Angelico-Stetson as Respondent, found a violation of the Ethics Policy was committed by the Respondent. The Berlin Board of Ethics concluded the hearing on Complaint 2021-001 on December 21, 2021. The Complainant, Donna Veach, and Respondent, JoAnn Angelico-Stetson, along with their respective legal counsel, were in attendance for the entirety of the hearing, including the Board's deliberations. The Board of Ethics, at its December 21st hearing, found the Respondent in violation of Section 1-5 of the Berlin Ethics Policy. To summarize, the Board found that the Respondent published/caused to be published/approved the publication of statements concerning the existence of a Complaint filed with the Board of Ethics. The Complaint, which was dismissed for lack of probable cause, and the existence of the Complaint, were, at all times, confidential pursuant to the Berlin Code of Ethics and Berlin Ethics Policy section 1-5(a). At all times relevant to the Complaint, the Respondent was bound by the Berlin Ethics Policy and the failure to comply with the confidentiality requirements of the Ethics Policy is a violation of the Policy.

In accordance with Berlin Charter Section 9-5 Administration of Code. "(b)... After the hearing, if the Board of Ethics finds that any of the provisions of this chapter have been violated by the person so charged, the Manager, with Council approval, shall take such appropriate action as deemed necessary..." Please proceed in accordance with the Ethics Policy and the Town Charter.

Sincerely,

Kevin Hines
Board of Ethics Chair

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: August 25, 2023

SUBJECT: Four-year lease contract for two printers with Office Works, Inc.

Summary of Agenda Item:

The Berlin Peck Memorial Library would like permission to enter into a four-year lease with The Office Works, Inc. for two Kyocera 6230cdn color printers to be used for public printing. The library would own the printers at the end of four years and have the choice to keep them or lease new printers. The library has been having issues with our public printers for several years and spent an abundance of time troubleshooting and disappointing patrons by having the printers out of service frequently. The advantage of the lease for us will be the service and maintenance agreement. The total cost for both printers per month is \$137.90 (68.95 ea.) and that includes 1,500 black and white prints and 500 color prints each. The overage rate is .0138 for black and white prints and .062 for color prints. If there is no overage, the total cost per year will be \$1,654.80. Thus far in 2023 we spent \$912.99 in toner alone for one printer. The library has \$3,600 of uncommitted funds in the Copier account 001.25.2544.0.53903.00000 to fund this request.

Funding:

The library has \$3,600 of uncommitted funds in the Copier account number 001.25.2544.0.53903.00000 to fund this request.

Action Needed:

Move to approve the Berlin Peck Memorial Library to enter into a four-year lease with The Office Works, Inc. for two Kyocera 6230cdn color printers to be used for public printing. The total cost for both printers per month is \$137.90 (68.95 ea.) or \$1,654.80 per year and that includes 1,500 black and white prints and 500 color prints each. The overage rate is .0138 for black and white prints and .062 for color prints.

Attachments:

Lease Agreement

Prepared By:

Kimberly McNally, Library Director





MASTER MAINTENANCE AGREEMENT

The Office Works, Inc.
Farmington Valley Corporate Park
45 Corporate Avenue
Plainville, CT 06062
800-634-4810
P: 860-793-9994 F: 860-793-9954
www.theofficeworksinc.com

BILLING INFORMATION

BILL TO Town of Berlin
Address 240 Kensington Road
City Berlin State CT Zip 06037

Billing Contact Maryssa Tsolis

Billing E-mail mtsolis@berlinct.gov

Billing Phone 860-828-7048

Billing Fax _____

EQUIPMENT LOCATION

SHIP TO Berlin Peck Memorial Library
Address 234 Kensington Rd.
City Berlin State CT Zip 06037

Meter Contact Kimberly McNally

Meter E-mail kmcnally@berlinpeck.org

Meter Phone _____

Meter Fax _____

COVERAGE

ALL INCLUSIVE SERVICE MAINTENANCE AGREEMENT ☒ Includes labor, travel, parts & supplies. Excludes paper, staples and freight.

FULL SERVICE MAINTENANCE AGREEMENT ☐ Includes labor, travel and parts. Excludes supplies and freight.

Base Charge \$ 137.90

Billing Frequency M

* A= annually, S= Semi-annually, Q= Quarterly, M= Monthly

Contract Effective Dates: From _____ To _____

2 Kyocera 6230cdw

CPC FOR MFP COPIERS

Black Allowance _____

Black Overage Rate \$ _____

Color Allowance _____

Color Overage Rate \$ _____

CPC FOR PRINTERS

Black Allowance 1,500

Black Overage Rate \$.0138

Color Allowance 500

Color Overage Rate \$.062

Please note, state sales tax will be applied when applicable.

FOR THE FIXED CHARGES THAT ARE SUBJECT TO THE TERMS SET FORTH IN THIS AGREEMENT THE OFFICE WORKS, INC'S FIELD SERVICE DEPARTMENT WILL PROVIDE TECHNICAL REPAIR SERVICE IN ORDER TO MAINTAIN THE ABOVE "EQUIPMENT" IN PROPER OPERATING CONDITION. CUSTOMER ACKNOWLEDGES TO HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE CONTAINED ON BOTH SIDES OF THIS DOCUMENT AND WHICH CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO ORAL UNDERSTANDINGS, TERMS OR CONDITIONS; AND THE PARTIES MAY NOT RELY UPON ANY REPRESENTATIONS, EXPRESSED OR IMPLIED, NOT CONTAINED IN THIS AGREEMENT. THIS AGREEMENT IS NOT VALID UNTIL ACCEPTED BY THE OFFICE WORKS, INC.

CUSTOMER AUTHORIZATION

Authorized Signature _____

Title _____

Print Name _____

Date _____

At this time I decline Maintenance Agreement Coverage _____ Initials _____

THE OFFICE WORKS, INC AUTHORIZATION

Authorized Signature _____

Title Sales Manager

Print Name Jon Centracchio

Date 8/22/2023

Corporate Office
45 Corporate Avenue
Plainville, CT 06062
800-634-4810
P: 860-793-9994 F: 860-793-9954
www.theofficeworksinc.com



SALES ORDER

Date 8/22/2023

PO # _____

BILL TO Town of Berlin

SHIP TO Berlin Peck Memorial Library

Address 240 Kensington Road

Address 234 Kensington Rd.

City Berlin State CT Zip 06037

City Berlin State CT Zip 06037

Billing Contact Kevin

Ship To Contact Kimberly McNally

Billing Phone 860-828-7044

Ship To Phone 860-828-7131

ITEM DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Kyocera 6230CDN Color Printer	2		48 Month 1\$ Buyout Rental
			\$137.90

1) The Seller retains a security interest in all the equipment and supplies described in this Agreement until the purchase price is paid in full.
2) In the event the Buyer makes default in payment the Buyer will be liable for the payment of any legal fees or costs incurred in sustaining or protecting the security interest or in enforcing the terms of the security agreement, and upon demand the Buyer agrees to make the equipment available to the Seller at a location to be determined by the Seller.
3) If there is a third party associated with this transaction, the lessee shall abide by the terms of the lease agreement. The Office Works, Inc. shall in no way be held responsible if the lessee fails to fulfill any terms set forth in the associated lease agreement.

Returned Equipment	Make/Model	Equip. ID# & Serial Number	End Meter
Hard-drive Options Upon Equipment Removal	Remove & Replace _____	Erase _____	Ignore _____

Notes / Provisions:

Includes delivery and install
Both printers become property of the Town of Berlin at the end of the 48 month agreement.
Please see maintenance contract for minimum prints.

Customer Authorization

Authorized Signature _____

Print Name /Title _____

Date _____

The Office Works, Inc. Authorization

Sales Rep
Signature _____

Print Name Jon Centracchio

Date 8/22/2023

JTC

Sales Manager Approval

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: September 12, 2023
SUBJECT: Berlin VNA- Prism Academy Contract

Summary of Agenda Item:

Alea Piatek, Administrator of the Berlin VNA, requests permission to accept the outside nursing services contract with Prism Academy (166 Lincoln Street, Berlin) for the purposes of health record review for compliance and nursing services as needed for students totaling 15 hours per month. Contract is for 1 year, renewable annually. Reimbursement from Prism Academy is to be deposited into account fund 136.35.3559.1.42305.00000 Outside Nursing Services.

Funding:

The nurse assigned will be paid, and Prism will be billed for reimbursement. The cost of the nurse is less than \$45.00 per hour (varies depending on which nurse is sent), and the reimbursement is \$75.00 per hour.

Action Needed:

Move to approve the acceptance of the annually renewable one-year contract with Prism Academy to provide outside nursing services, totaling \$13,500 for the year. Anticipated cost not to exceed \$8,100.

Attachments:

Contract with Prism Academy
Prism Academy Pamphlet

Prepared By:

Alea Piatek- Administrator of the Berlin VNA



SCHOOL-BASED NURSING CONTRACT

This agreement is made between Berlin Visiting Nursing Association, as the Nursing Provider (hereinafter referred to as the "Contractor") and Prism Autism Education and Consultation (hereinafter referred to as "School"). The term of this agreement shall be 6/5/2023 to 6/4/2024.

Now thereafter it is mutually agreed as follows:

1. The Contractor shall serve as the provider of nursing services to the School, including maintenance of medical records, training of staff on emergency medication administration, and administration of medication per the standards set forth by the General Statutes of the State of Connecticut Sec. 10-212a page 1 (2-11).
2. The School shall pay \$75.00 per hour to the Contractor for nursing services up to 15 hours per month. Payment will be made within 30 days of an invoice being submitted to the School. Failure to make payment shall be grounds for termination and the Contractor shall be entitled to reasonable attorney's fees and costs if an action is brought to collect sums due to Contractor from the School.
3. Contractor shall be considered for all legal purposes an independent contractor, and not an employee of the School. Contractor shall be solely responsible for compliance with all state and Federal regulations governing the payment of taxes on the consideration provided herein. The School agrees to abide by the Connecticut state laws for independent contractors. All services will comply with pertinent provisions of Federal, State, and local statutes, rules and regulations. Contractor agrees to meet all state-established licensing board standards and guidelines, including licensing and maintaining liability insurance.
6. This agreement constitutes the entire agreement between the parties hereto, and no oral or written statement, promise, condition, understanding, inducement or representation, which is not contained herein, shall be binding or valid. This agreement shall not be changed, modified, or altered in any manner except by written agreement or amendment executed by both parties.
7. Either party may terminate the agreement without cause upon thirty days written notice to the

 PRISM ACADEMY™

other party. Any notice required to be provided to any party to this Agreement shall be considered effective as of the date of personally delivered written notice or deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the parties at the following addresses:

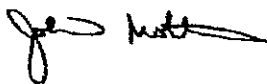
TO Contractor: Berlin Visiting Nursing Association, Berlin Town Hall, 240
Kensington Rd, Berlin, CT 06037

TO School: Prism Academy/Prism Autism Education and Consultation, 160 Farmington Ave.
Farmington, CT 06032

In WITNESS WHEREOF, this agreement has been duly executed and signed by:

Alea Piatek Date: 6/5/2023

School Contractor



Date: 6/9/2023

Prism Academy Chief Administrator

Prism Academy's mission is to provide the highest quality educational services to students with Autism Spectrum Disorders and related disabilities ages 3-14.

Evidence-based instructional practices (EBP) grounded in Applied Behavior Analysis (ABA), to respond to student learning needs and barriers. Highly individualized instruction, group activities and opportunities to engage with others across the day.

Structured and naturalistic teaching experiences across environments

Supported by multiple, highly trained educators and support staff

Small class sizes with 4-6 students

1:1 adult support throughout the day

Dr. John Molteni
Chief Administrator

Catherine Riker
Director of Education

*If you have any questions
please call (860) 495-0126 x122
or email admissions@prismautism.com*



Learn more at www.PrismAutism.com/Prism-Academy

PRISM ACADEMY™



**Private Special
Education School**

*for Children with Autism
and Related Disabilities*

PrismAutism.com/Prism-Academy

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 10, 2023

SUBJECT: Purchase of a Toro Polar Trac snow machine utilizing the Sourcewell Pricing 031121-TTC from Turf Product

Summary of Agenda Item:

The Parks and Grounds Department is looking to purchase a Toro Polar-Trac with straight blade plow, snowblower and broom. This piece of equipment is a vital part of our operation and being able to keep schools, Town Buildings and sidewalks plowed and open during inclement weather. The broom will be extremely helpful with small snow events, cleaning sidewalks at Veterans Park and other areas where we have problems with geese, removal of lips on baseball fields, thatching of athletic fields and cleaning ponds for skating in the winter.

The funding for this item was approved at the Special Town Meeting held on Tuesday, September 5, 2023. The Town council asked that this item be taken up at a future meeting.

Funding:

Funding (\$80,000) for this Toro Polar-Trac replacement would be transferred from FY2023 Surplus into account #500.25.2545.0.54000.00027. The additional funds are already available in that account.

Action Needed:

Move to approve non-budgeted appropriation of \$80,000 from fiscal year 2024 General Fund Unassigned Fund Balance into Snow Equipment pending Board of Finance approval.

Move to approve the purchase one Toro Polar-Trac plus accessories not to exceed \$83,000 utilizing Sourcewell Pricing contract # 0311121-TTC from Turf Products pending approval of the FY24 non-budgeted appropriation by the Board of Finance.

Attachments:

Written Quote

Description of the machines plow route

Prepared By:

Steven T. Wood Superintendent of Parks and Grounds *SW*





turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 245-4355 • FAX: (860) 763-5550

QUOTE

Prepared For: Steve Woods
TOWN OF BERLIN/PUBLIC GROUNDS
15 TOWN FARM LANE; BERLIN, Connecticut
6037 United States
Sourcewell Pricing 031121-TTC

Ship To: Town Berlin groundsmaster
Quote Number: 7210 7.12.23
Quoted Date: Q136561
Prepared By: **07/31/2023**
Brian Pope
bpope@turfproductscorp.com

Qty	Model #	Description	MSRP	% Disc	Award	Extended
1	30695	Groundsmaster 7210 No Deck (T4)	\$41,609.00	22 %	\$32,455.02	\$32,455.02
1	L100004	Erskine Snowthrower	\$9,427.97	0 %	\$9,427.97	\$9,427.97
1	L10027	MB Companies Straight Blade	\$5,477.13	0 %	\$5,477.13	\$5,477.13
1	L10026	MB Companies Rotary Broom	\$7,995.00	0 %	\$7,995.00	\$7,995.00
1	30474	Polar Trac Cab	\$15,612.00	22 %	\$12,177.36	\$12,177.36
1	30675	Polar Trac Kit	\$13,740.00	22 %	\$10,717.20	\$10,717.20
1	30382	12V Power Port/Electrical Accessory Kit	\$222.00	22 %	\$173.16	\$173.16

Toro Total:	\$55,522.74
Non - Toro Total:	\$22,900.10
Freight & Set Up:	\$3,921.14
Freight:	\$0.00
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
Total Price:	\$82,343.98

Dear Town Council members,

I just wanted to add a little more information on what exactly the Toro PolarTrac snow machine does and include a picture. The current machine is 13 years old and a one-person machine that is out from the beginning of the storm to the end including cleanups days later. I have listed some of the areas it is utilized for below and look forward to any questions you might have Tuesday night.

Sidewalks:

- Massirio Drive, Farmington Ave, Patterson Way, Worthington Ridge, Lower Lane, Norton Road, Four Rod Road, Kensington Road, all the sidewalks at Town Hall Complex, Town Drive, Main Street and Veterans Way

Schools, including sidewalks and evacuation routes,

- BHS, Willard, McGee, Griswold and Hubbard

Remote Buildings

- Community Center, Library, Town Hall, BOE, PD, Ledge School, Senior Center, Municipal Complex, Old Peck Library

Snow cleanup days after:

- Main Street in front of business, access to generators at several location.



Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 7, 2023

SUBJECT: Approval Request for Winslow Technology spending over \$25,000

Summary of Agenda Item:

Winslow Technology Group is our Solution Provider for Dell equipment, such as PCs, laptops and server equipment. A Dell customer can choose any reseller they like but the reseller cannot get special pricing from Dell until the customer commits to one of them.

WTG is listed as a Platinum Partner with Dell, which gives allows them to give better pricing to customers. All pricing from WTG has been on state contract (CT - Dell NASPO ValuePoint 13PSX0280-MNWNC-108) with exception of one computer that was not eligible.

The Town has a good relationship with Winslow and have used them for over a decade. Winslow is not just a reseller, but they have proven to be a great resource when trying to get questions or issues resolved. The Town has contracted with them to assist with the deployment of our recent infrastructure upgrade, so they are very family with our systems.

Typically, computer purchases will exceed \$25,000 in a fiscal year, which will require Town Council approval. Any spending will be within the budget limitations of the Information Technology Computer Equipment account. This is \$68,700 for the 23-24 fiscal year. We expect to spend less than \$55,000 of this on Dell equipment.

Funding:

Funding would come from IT Computer Equipment line 001.05.0503.0.53208.00000.

Action Needed:

Move to approve spending up to \$55,000.00 with Winslow Technology Group of Waltham, Massachusetts as a Platinum Partner with Dell under CT State Contract on computer equipment needed for the Town.

Attachments:

Winslow Technology Partner Details
Dell Partner Program – Tiers, Requirements and Benefits

Prepared By:

Brian Freeman, Director of Information Technology

BAF

Program Tiers & Requirements

The Dell Technologies Partner Program metal tiers each have their own revenue and training requirements, enabling you to progress beyond the entry-level 'Authorized.'

	Authorized	Gold	Platinum	Titanium
Approved Application	•	•	•	•
Revenue Thresholds (Product and Services)		\$	\$ \$	\$ \$
Training Requirements			 	

Benefits increase with greater commitment to the program.


Flexible and Aligned Training

You have the ability to complete different combinations of training, while progressing to higher tiers, based on your business models. Training is available across Dell Technologies extensive portfolio so that you can gain expertise in areas that align to your core competencies.


Tier benefits at-a-glance

Partner tiers are based on your revenue and training requirements, enabling you to progress beyond the entry-level 'Authorized.'

Authorized	Gold	Platinum	Titanium
•	•	•	•

 The below partners offer solutions through the Dell Technologies Partner Program. For product technical support, [click here](https://www.dell.com/support/home/en-us).
(<https://www.dell.com/support/home/en-us>)



 (<https://www.delltechnologies.com/partner/en-uk/partner/find-a-partner.htm>) > Search Results >
Winslow Technology Group, LLC



Winslow Technology Group, LLC

Platinum

Solution Provider

WTG solutions include: Storage, Server, Disaster Recovery, Networking, Security, Cloud Solutions, Server and Desktop Virtualization, Related Professional Services

[Contact Us](#)[Overview](#)[Qualifications](#)[Services Offerings](#)[More Information](#)[Locations](#)

Qualifications



APEX Data Storage Services

APEX Data Storage Services is an as-a-Service portfolio of scalable and elastic storage resources built on Dell's industry-leading technologies. Our Storage as-a-Service model simplifies the storage process giving you complete oversight of your storage resources, while freeing you from the hassles of day-to-day data storage management.



Core Client

Learn how to deploy highly reliable client solutions (Dell's Latitude /OptiPlex and XPS) that are the most secure and most manageable in the industry



Networking

Unlock network innovation/ lower costs and transform operations from the data center to campus and branch environments to the wide area



Server

Industry leading PowerEdge portfolio of servers can help your customers meet their demanding business needs



Storage

Data capital is increasingly being seen as an extremely valuable asset. Learn how to manage the most valuable asset: data capital



How easy was it to find a partner?




Very Difficult

Very Easy

Services Offerings

Partners with services delivery capabilities have in-depth knowledge and experience in a broad number of Dell Technologies product portfolio areas, making them a valuable asset to any customer looking for services delivery expertise.

Deployment Services (7)

 Search Deployment Services

Campus Networking Deployment

Data Center Networking Deployment

PowerScale Deployment

PowerStore Deployment

SC Series Deployment

Unity Deployment

VxRail Deployment

More Information*

Company Description

Winslow Technology Group, LLC (WTG) is a leading provider of IT Solutions and Consulting Services dedicated to providing "better IT solutions" for our customers. WTG enables our clients to innovate and transform their businesses by realizing the benefits of hyper-converged, software-defined, and hybrid cloud infrastructure frameworks. We provide expertise in the areas of server, storage, networking, security, virtualization, hyper-convergence, and data protection technologies. WTG serves the IT needs of clients ranging from medium sized organizations to Fortune 100 companies that operate in a variety of industries including finance, healthcare, education, manufacturing, technology, legal, and more. We deliver proven solutions that are easy-to-use, feature rich, and affordable. Our core principles are to select the right technology partner, provide unparalleled technical expertise, deliver exceptional service, and demonstrate an unyielding commitment to customer satisfaction. WTG's industry recognition includes being named to Inc. Magazine's Fastest Growing Private Companies, CRN Fast Growth, Boston Business Journal's Fastest Growing Private Companies, and a four-time Dell Partner of the Year award winner.

Locations

How easy was it to find a partner?

x

Very Difficult

Very Easy

Search Locations

Headquarters

UNITED STATES (U
S), WALTHAM

Headquarters
303 WYMAN ST STE 21
0, MA, 02451
Scott Winslow
(781) 471-5021

www.winslowtechgroup.com (<https://www.winslowtechgroup.com>)
<https://twitter.com/WinslowTG>
<https://www.linkedin.com/company/winslow-technology-group>



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x

How easy was it to find a partner?

Very Difficult

Very Easy

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 12, 2023

SUBJECT: Replacement of Police Department modems in cruisers

Summary of Agenda Item:

The modems that are installed in the police cruisers allow communication between the officer's Mobile Data Terminal (MDT) and police headquarters.

The information that is transmitted and received could be any of the following:

- Dispatch to calls for service – Various information such as address, nature of calls, alerts for this address.
- The location of the unit is continuously sent to dispatch and all other units for safety, logistical purposes and logging.
- Officer queries to DMV, for warrant checks, criminal history, etc.
- Officer report writing
- Various other functions incorporated into the NexGen system. NexGen is the software company used by the police department.

This type of communication occurs over the cellular network and is standard practice nationwide for police agencies. Without a functioning modem, a police cruiser cannot be used for normal patrol.

The current modems are over 10 years old and have been discontinued by the manufacturer. They are slower LTE technology and many of them must be constantly reset by the officer. This involves opening the trunk and reseating the power cord to the modem. The replacement modems are 5G, which will give a much faster data throughput for the officer. They also include new antennas and 3 years of support.

The IT Director spoke with NexGen to check for compatibility and was advised that most departments are using Cradlepoint modems with no issue.

We would like to purchase these through our current service provider, ATT with NASPO ValuePoint state contract # MA149-1.

Funding:

Funding will come from the Computer Equipment account - 001.15.1532.0.54000.01000.

Action Needed:

Move to approve the purchase of modems and related equipment from AT&T using state contract not to exceed \$50,000.00.

Attachments:

Sufficiency of Funds

ATT Quote

Prepared By:

Brian Freeman, Director of Information Technology *BJF*



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 13-Sep-23

Purchase Item or Contract: Modems for Police cruisers		Requested by: Brian Freeman	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Modems for Police cruisers (NTE \$50,000)	\$50,000.00	\$50,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$50,000.00

Account No. 001.15.1532.0.54000.01000 Computer Equip.

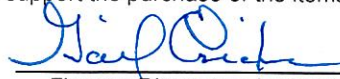
Budgeted Amount.....	\$50,000.00	Available balance.....	\$50,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$50,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

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

VENDOR INFORMATION:	
Vendor Name:	AT&T
Address (For Remittance):	PO Box 5019
City, State, Zip:	Carol Stream, IL 60197-5019
VENDOR CONTACT	
Name:	Gabrielle Pugh
Title:	Assoc. Engagement Manager
Phone:	770-475-4049
Email:	gp0354@att.com
BUDGETARY QUOTE	
Created Date:	
Expiration Date:	10/7/2023



CUSTOMER INFORMATION	
Customer Name:	Berlin Police Department
Shipping Address:	
City, State & Zip:	
Attn:	
Contact Phone:	
BILLING INFORMATION	
Bill To:	
BAN:	
FAN:	
ACTIVE CTN connected to BAN:	
Customer EMAIL for NCM Admin:	
Bill To BAN or SEI?	
Is this order tax exempt?	

Cradlepoint Solution Contract # MA149-1

SKU	QUANTITY	DESCRIPTION	MSRP PRICE	MSRP TOTAL	EXT. PRICE	EXT. TOTAL
MB03-19005GB-GA	20	CRADLEPOINT INC: 3-yr NetCloud Mobile Performance Essentials Plan and R1900	\$2,499.00	\$49,980.00	\$1,216.00	\$10,764.00
GP-IN2679	20	8-IN-1 SHKFIN KIT - GPSD4-6-60-T + FITTED C29/C32 5m CABLES - BLK	\$635.11	\$12,702.27	\$245.72	\$3,974.49
SAB-312	20	GPSD4 RIBBED PANEL ADAPTOR KIT	\$41.90	\$837.90	\$17.75	\$353.75
TOTAL			\$3,176.01	\$63,520.17		

If account is tax exempt and not setup up properly taxes maybe charged. It will be the responsibility of the account team for any issuance of credit

Tax Not Incl'd, F.O.B., SHIP. PT., PPD/CHG

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AT&T shall pass through to Customer any warranties available from the Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties, including but not limited to RMA's. Cradlepoint devices are non-refundable. Device exchange & replacement directly through the manufacturer is available via Cradle Care.

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 10, 2023

SUBJECT: Purchase one 2024 Ford F-350 four-wheel drive pickup truck from Tasca Ford, utilizing the State of Connecticut, Department of Administrative Services Contract # 19PSX0161

Summary of Agenda Item:

The Highway Department received funding to replace one pickup truck with snowplow. Jim Simons, Fleet Manager has worked with the Highway Superintendent Steve Karp to specify and obtain pricing for a replacement truck utilizing the State of CT DAS Contract #19PSX0161. The cost of the new pickup truck is \$49,087. Jim Simons recommends a 10% contingency bringing the request to \$53,996.

The truck being replaced is a 2011 Ford F-250 with 133,000 miles. With an estimated delivery of one year, the mileage is estimated to be around 144,000 miles on the current truck at replacement.

Additional funding within this account #001.20.2037.0.54000.00015 will be used to outfit the truck with a new snowplow, warning and work lights.

Funding:

Funding (\$65,000) for this pickup replacement was transferred from FY2023 Surplus into account #001.20.2037.0.54000.00015 Pickup Truck.

Action Needed:

Move to approve the purchase of one Ford F-350 pickup truck from Tasca Ford utilizing CT DAS Contract #19PSX0161 for an amount not to exceed \$53,996.

Attachments:

Certification of Sufficiency of Funds

Prepared By:

James Simons, Fleet Manager



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE

13-Sep-23

Purchase Item or Contract: Garage		Requested by: J. Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Highway Pick Up Truck	\$53,996.00	\$53,996.00
			-
			-
			-
			-
TOTAL			\$53,996.00

Account No. 001.20.2037.0.54000.00015

Professional Services

Budgeted Amount..... \$65,000.00

Available balance..... \$65,000.00

Encumbrances to Date..... \$0.00

Amount Needed for This Package..... \$53,996.00

Expenditures to Date..... \$0.00

Available Balance After Purchase..... \$11,004.00

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:




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. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: September 11, 2023

SUBJECT: Approve the waiving of the towns purchasing requirements for the purchase of OEM parts and services from W.I. Clark of Wallingford Ct.

Summary of Agenda Item:

Over the summer of FY24 the Highway departments large payload developed a transmission issue. The repair cost was just under \$21K and the unit was repaired.

This put us in a bind for the remainder of FY24 for the purchasing of OEM parts, fluids and services for John Deere construction equipment from W.I. Clark for or the remainder of FY24. Jim Simons Fleet Manager is requesting the towns purchasing requirements be waived for this vendor allowing the Fleet department to purchase, when needed, these items from W.I. Clark of Wallingford CT.

The Town of Berlin has the following equipment that this will affect:

- Back hoe/loaders in Highway, Parks and Timberlin Golf departments
- Large Pay loader in Highway department
- Large Roadway mower Highway department
- Standby generator, Fire department
- Street sweeper, Highway department

Fleet departments budget history for W.I. Clark show we spent \$13,333 during FY23. Jim Simons is requesting an additional \$16,000 which includes a 20% inflationary increase for FY24. Bringing the total request to \$37,000.

Funding:

Funding is located within the Municipal Garage budget under the following accounts:

- #001.20.2035.0.53109.00000 POL/ Chemicals
- #001.20.2035.0.53233.00000 Auto parts
- #001.20.2035.0.53814.00000 Contractual services

Action Needed:

Move to waive of the Town of Berlin's purchasing requirements for the purchase of OEM parts and services from W.I. Clark of Wallingford Ct. for an amount not to exceed \$ 37,000 as this is in the town's best interest

Attachments:

None

Prepared By: 
Jim Simons, Fleet Manager

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 12, 2023

SUBJECT: Waive the Town's purchasing requirements to purchase supplies, equipment, and services from "Municipal Equipment Specialist" (MES) of Waterford Ct. for an amount not to exceed \$61,200. This equipment and services will be used by the Town of Berlin Fire Department.

Summary of Agenda Item:

In July 2023 Jim Simons, Fire Chief, received Town Council approval for four expenditures totaling \$42,100 of MES services and equipment for FY24. Some of these expenditures were sole source or Mr. Simons received comparative pricing identifying MES as a lower cost.

Unfortunately, those expenditures caused the Town's fire service to exceed the \$42,100 level. The Fire department is now requesting to use MES for additional services and materials for the remainder of FY24.

The inspection and servicing of our hydraulic Holmatro rescue equipment revealed that some parts and hoses needed to be replaced. The original amount requested (\$10,000) will not cover parts and materials needed to place these units back in service.

Additionally, equipment needed includes:

- Three of our cold-water suits: \$900 each
- Replacing a 20ft roof ladder that was damaged: \$1450
- Replacing a 30yr old exhaust fan: \$2400
- Two Hydraulic Hoses: \$ 1,600 each
- National Green Firefighting Foam: \$1800

This is an ongoing issue and approval of this request will facilitate purchases through the remainder of the fiscal year. Mr. Simons is requesting an additional \$20,000 to bring the total request for MES for FY24 to \$62,100.

The fire service will obtain comparison pricing., in an attempt to stretch their budget and provide the best prices,

Funding:

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

- #001.15.1531.0.53208.00000 Equipment
- #001.15.1531.0.53210.00000 Fire Fighting Equipment
- #001.15.1531.0.53216.00000 Protective Clothing

- #001.15.1531.0.53219.00000 Operation Materials
- #001.15.1531.0.53229.00000 Rescue Equipment
- #001.15.1531.0.53236.00000 Fire hose, Nozzles, Tools
- #001.15.1531.0.53242.00000 Foam

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 \$62,100 as this is in the best interest of the Town.

Attachments:

None

Prepared By:

James Simons, Fire Chief

A handwritten signature in blue ink, appearing to read "James Simons", is written over the printed name "James Simons, Fire Chief".

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: September 14, 2023
SUBJECT: Acceptance of FY24 Legislative Grant Award

Summary of Agenda Item:

The Town's State Representatives submitted a grant request to the Connecticut General in the spring of 2023. The FY24 Legislative Grant was awarded to the Town of Berlin by the Connecticut General Assembly in the amount of \$254,000. The grant will be administered by the Department of Economic and Community Development (DECD).

\$254,000 will be used for the following projects:

- \$100,000 - Berlin Senior Center Roof Replacement
- \$75,000 - South Kensington Fire Department Fire Station Improvements
- \$44,000 - Berlin Police Department Supervisor SUV
- \$25,000 - McGee Middle School Band Room Renovation
- \$10,000 - Berlin Historical Society Worthington Meeting House Cupola Restoration Project (GF Surplus)

Funding:

Grant Funding

Action Needed:

Move to accept the FY24 Legislative Grant awarded to the Town of Berlin by the Connecticut General Assembly in the amount of \$254,000, and appropriate the funds to the FY24 Legislative Grant expenditure account in the Public Buildings Department (\$185,000), Police Department (\$44,000) and Schools Department (\$25,000) all in the Capital Non-Recurring fund, pending approval by the Board of Finance.

Attachments:

Grant Contract from DECD
E mail from Representative Fazino

Prepared By:

Arosha Jayawickrema, Town Manager



Department of Economic and
Community Development

Office Of The Arts

Greetings from the CT Office of the Arts.

Attached is the grant contract for the FY24 Legislative Grant awarded to Town of Berlin by the Connecticut General Assembly in the amount of \$ 254,000.00

Please carefully read the contract and all legal requirements contained therein. Note that the contractual grant period is from **July 1, 2023 – June 30, 2024** and that submission of **a final report of grant activities is required** within 30 days (July 30th, 2024) of the last day of the grant period.

To receive your award we must receive a signed **grant contract** and your organization must be in compliance with reporting requirements on any other Department of Economic and Community Development ("DECD") grants in place. Payment will not be processed if any of these requirements are not met.

Credit statement: *"Funding has been provided by the Connecticut State Legislature and is administered by the Department of Economic and Community Development, Office of the Arts."* DECD/CT Office of the Arts Logos are available at: [DECD/COA Logos](#)

If you haven't done so, we urge you to enroll into the Office of the State Comptroller's (OSC) **Electronic Fund Transfer** (EFT) Automated Clearing House (ACH) Program. Entering into this Agreement will help to hasten the payment process. EFT applicants provide current, verifiable bank account information, and any such additional information as the OSC may require, by submitting a completed Electronic Funds Transfer ACH Election Form, available at: <https://www.osc.ct.gov/vendor/directdeposit.html>

If you have any questions, please email me at: lu.rivera@ct.gov
Thank you.

Lu Rivera, Grants Administrator
CT Office of the Arts

Dept. of Economic & Community Development
State of Connecticut
450 Columbus Boulevard, Suite 5
Hartford, CT 06103
O: 860.500.2360



STATE FUNDED GRANT CONTRACT

Between

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

**450 Columbus Boulevard, Suite 5
Hartford CT 06103 (860) 500-2300**

And

GRANTEE: Town of Berlin

ADDRESS: 240 Kensington Road, Berlin, CT 06037

CONTACT: Arosha Jayawickrema, Town Manager

GRANT AMOUNT: \$ 254,000.00

State: \$ 254,000.00

MATCHING FUNDS: \$0

GRANT NUMBER: FY24-Legislative Grant-00032

FUNDING PERIOD: July 1, 2023 – June 30, 2024

DATE ISSUED: July 1, 2023

Section I: Purpose. Pursuant to Public Act number 23-204, grant funds in the amount of \$ 254,000.00 are granted to the Grantee noted above to support the FY24 Legislative Grant application and the budget contained therein.

Section II: Payment. Payment of said grant will be made in one installment, contingent upon the availability of funds, and compliance with reporting requirements on any other Department of Economic and Community Development (“DECD”) grants in place. Grant shall not exceed \$ 254,000.00

Section III: Unexpended Grant Funds. In the event Grantee closes or substantially reduces or suspends operations, Grantee shall return all unexpended grant funds to the DECD. Grantee shall notify DECD in writing within thirty days in the event that it closes or substantially reduces or suspends operations. Such unexpended grant funds shall be returned to DECD within thirty days of said notice.

Section IV: Credit. In any news release or printed material promoting this grant-funded program, prominent credit must be given to the DECD by including the following phrase, *“with the support of the Department of Economic and Community Development.”*

Section V: Use of Funds. Grants funds will be expended for the project as described in Section I according to the application budget and within the period of the Agreement unless a written request for a change is made and approved by DECD before the end date of the agreement. Unexpended funds must be returned to DECD within the timeframe and in the manner established in Section VI, below.

Section VI: Reporting. Expenditure of grant funds is to take place within the funding period defined above. Within sixty (60) days after the end of the funding period, Grantee agrees to provide to DECD a written program evaluation narrative and financial report in a format to be specified by DECD. Any unspent grant funds will be returned to DECD with the written financial report, in the form of a check made payable to *Treasurer, State of Connecticut*.

Section VII: Audit Requirements. The Grantee must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.

(a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Grantee and Grantee Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Grantee in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Grantee’s and Grantee Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(c) The Grantee shall maintain, and shall require each of the Grantee Parties to maintain, accurate and complete Records. The Grantee shall make all of its and the Grantee Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.

(d) The State shall make all requests for any audit or inspection in writing and shall provide the Grantee with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(e) The Grantee shall keep and preserve or cause to be kept and preserved all of its and Grantee Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Grantee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Grantee shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Grantee shall cooperate with an exit conference.

(g) The Grantee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Grantee Party.

(h) **Audit Requirements for Recipients of State Financial Assistance.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Section VIII: Executive Orders and Other Enactments.

- (a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the DECD'S authority to require compliance with the Enactments.
- (b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- (c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

Section IX: Non-Discrimination. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Grantee.

- (a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "Marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) 1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness,

unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees

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to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

Section X: Campaign Contribution and Solicitation Prohibitions.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

Section XI: Termination. This Agreement shall remain in full force and effect for the entire term of the contract period unless terminated by DECD.

(a) Notwithstanding any provisions in this Agreement, DECD, through a duly authorized employee, may Terminate the Agreement whenever DECD makes a written determination that such Termination is in the best interests of the State. The DECD shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantee must complete its Performance under the Agreement prior to such date.

(b) Notwithstanding any provisions in this Agreement, DECD, through a duly authorized employee, may, after making a written determination that the Grantee has breached the Agreement, Terminate the Agreement.

(c) DECD shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to DECD for purposes of correspondence, or by hand delivery. Upon receiving the notice from DECD, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to DECD all Records. The Records are deemed to be the property of DECD and the Grantee shall deliver them to DECD no later than thirty (30) days after the Termination of the Agreement or fifteen (15) days after the Grantee receives a written request from DECD for the Records. The Grantee shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination from DECD, the Grantee shall cease operations as DECD directs in the notice, and take all actions that are necessary or appropriate, or that DECD may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DECD directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments. For the purposes of this Agreement, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

(e) The DECD shall, within forty-five (45) days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by DECD, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive and DECD is not obligated to tender to the Grantee any payments for anticipated or lost profits.

(f) Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

(g) Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by DECD.

Section XII: Nonwaiver and Sovereign Immunity:

(a) If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition.

(b) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Section XIII: Indemnification

(a) The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims (all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum) arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee Parties (a Grantee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Grantee is in privity of oral or written contract and the Grantee intends for such other person or entity to Perform under the Agreement in any capacity); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Grantee's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.

(d) The Grantee's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Grantee shall name the State as an additional insured on the policy and shall provide a copy of the policy to DECD prior to the effective date of the Agreement. The Grantee shall not begin Performance until the delivery of the policy to DECD. The DECD shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that DECD or the State is contributorily negligent.

(f) The Grantee hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project (or the Collateral, as more fully described below if any), or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters. Such indemnity shall survive payment in full of the Funding, and termination and/or release of the Project Documents and/or foreclosure of the Mortgage or realization on the Collateral (if any).

(g) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

Section XIV: Protection of Confidential Information.

(a) Grantee and Grantee Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Grantee or Grantee Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Grantee and Grantee Parties shall notify DECD and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DECD and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DECD, any State of Connecticut entity or any affected individuals.

(d) The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each Grantee Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Grantee's or Grantee's Party's obligations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) or the provisions of this Agreement concerning the obligations of the Grantee as a Business Associate of DECD.

(f) For purposes of this section, (1) "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific

individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DECD classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public; and (2) "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (a) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (b) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (c) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (d) if there is a substantial risk of identity theft or fraud to the client, the Grantee, DECD or the State.

Section XV: Breach

(a) If either party breaches the Agreement in any respect, the non-breaching party shall provide written Notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Grantee breach, DECD may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Agreement (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.

(b) In the event of a breach, DECD may require the Grantee to prepare and submit to DECD a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Grantee's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Grantee shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by DECD and is subject to approval by DECD, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Grantee remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Grantee of its duty to comply with Performance standards, or prohibit DECD from pursuing additional remedies or other approaches to correct substandard Performance.

(c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Agreement, such notice to be provided in accordance with the Notice section herein.

(d) If DECD reasonably and in good faith determines the Grantee has not Performed in accordance with the Agreement, DECD may withhold payment in whole or in part in an amount reasonably related to the

non-Performance pending resolution of the Performance issue, provided that DECD notifies the Grantee in writing prior to the date that the payment would have been due.

(e) Notwithstanding any provisions in this Agreement, DECD may Terminate this Agreement with no right to cure period for Grantee's breach or violation of any of the provisions in the Section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Grantee or Grantee Parties or any third party.

(f) Termination under this Breach section is subject to the provisions of the Termination Section in this Agreement.

Section XVI: Representations and Warranties. The Grantee represents and warranties to the State that:

(a) it is duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and Performance of the Agreement and has the power and authority to execute, deliver and Perform its obligations under the Agreement;

(b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to the Agreement.

(c) the execution, delivery and Performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local) from the administration of federal or state funds;

(e) as applicable, it has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

(f) it is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) it has notified DECD in writing whether it has had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

(h) it has not employed or retained any entity or person, other than a bona fide employee working solely for it, to solicit or secure the Agreement and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement;

(i) to the best of its knowledge, there are no Claims involving the Grantee that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement;

(j) it shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement, no later than ten (10) Days after becoming aware or after it should have become aware of any such Claims;

(k) it is able to Perform under the Agreement using its own resources;

(l) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(m) if applicable, it has a record of compliance with Occupational Safety and Health Administration regulations without any unabated, willful or serious violations;

(n) it owes no unemployment compensation contributions; and

(o) it is not delinquent in the payment of any taxes owed, or, that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes.

Section XVII: General Terms and Conditions

(a) **Cancellation Clause:** This Agreement shall remain in full force and effect for the entire term of the contract period unless cancelled by DECD due to the Grantee's inability to fulfill the terms of the Agreement as described in Section I or the Grantee's cessation of operations. DECD reserves the right to recoup any prior payment if this Agreement is terminated by either party.

(b) **Schedule:** The Grantee agrees that the project for which this grant has been made shall be completed no later than the contract expiration date. If the Grantee's project cannot be completed by the end date of the Agreement, the Grantee shall request an extension of the Agreement in writing at least ninety (90) days before such date. DECD in its sole discretion may approve such request which shall be provided to the Grantee in writing. Expenses incurred after the end date of the agreement shall not be eligible for reimbursement unless an extension has been approved in writing by DECD.

(c) **Assignment:** The Grantee shall not assign any of its rights or obligations under the Agreement, voluntarily or otherwise, in any manner without the prior written consent of DECD and the approval of the Connecticut Attorney General. DECD may void any purported assignment in violation of this section and declare the Grantee in breach of Agreement. Any Termination by DECD for a breach is without prejudice to DECD's or the State's rights or possible Claims. This shall not prohibit the Grantee from employing qualified personnel who shall work under Grantee's direct supervision.

(d) **Amendments, Supremacy, and Entirety of Agreement:** No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(e) **State Liability:** The State of Connecticut shall assume no liability for payment of services under the terms of this Agreement until the Agreement has been accepted by DECD and, if applicable, approved by the Office of Policy and Management (OPM) and by the Connecticut Attorney General.

(f) **Choice of Law and Forum:**

1. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

2. Notwithstanding the above, the Grantee agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Grantee further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

(g) **Setoff:** The State, in its sole discretion, may setoff and withhold (1) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Grantee's unexcused breach under the Agreement and under any other agreement or arrangement that the Grantee has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Grantee, against amounts otherwise due or that may become due to the Grantee under the Agreement, or under any other agreement or arrangement that the Grantee has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Grantee's or Grantee Parties' breach of the Agreement, all of which shall survive any setoffs by the State. The State's right of setoff and right to withhold are not the State's exclusive remedies for Grantee's Breach, all of which remedies survive any setoffs and withholdings by the State.

Section XVIII: ACCEPTANCE OF GRANT TERMS AND CONDITIONS

FOR THE GRANTEE:

Signature of Grantee's Authorized Official

Date signed

Arosha Jayawickrema

Town Manager

Printed name of official signing above

Printed title of official signing above

FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Signature of DECD's Authorized Official

Date signed

Printed name of official signing above

Printed title of official signing above

This Agreement having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a *Memorandum of Agreement* between the State of Connecticut, Department of Economic and Community Development and the Connecticut Attorney General dated May 12, 2022, as may be amended from time to time.

Arosha Jayawickrema

From: Rep. Fazzino, Jack <Jack.Fazzino@cga.ct.gov>
Sent: Monday, June 5, 2023 1:40 PM
To: Arosha Jayawickrema
Cc: Rep. Veach, Donna; Mark Kaczynski; Kevin Delaney
Subject: Appropriations for Berlin

Hi All,

I'm writing to let you know that there is \$254,000.00 in the biennium budget reserved for Berlin capital projects. The intention of the appropriation is to fund the below capital projects for Berlin. As previously discussed, the allocations are based off the inputs for this year's municipal budget, located on the town website.

Berlin Senior Center Roof Replacement (GF Surplus)
\$100,000.00

South Kensington Fire Department Fire Station Improvements (GF Surplus)
\$75,000.00

Berlin Police Department Supervisor SUV (GF Surplus)
\$44,000.00

McGee Middle School Band Room Renovation (GF Surplus)
\$25,000.00

Berlin Historical Society Worthington Meeting House Cupola Restoration Project (GF Surplus)
\$10,000.00

Total Grant to Berlin
\$254,000.00

Please let me know if you have any questions. Donna and I are still working hard on obtaining any available state bonding for the police station. We will write with an update once we know more.

Be Well,
Jack

Jack Fazzino | State Representative | 83rd House District—Meriden, Berlin, & Cheshire
Legislative Office Building, Room 4044 | Hartford, CT 06106-1591 | P: (860) 240-8486
Jack.Fazzino@cga.ct.gov | <https://www.housedems.ct.gov/Fazzino>

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Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 12, 2023

SUBJECT: Set Public Hearing on "AN ORDINANCE APPROPRIATING \$3,700,000 FOR ADDITION AND RENOVATIONS TO THE BERLIN POLICE STATION (2023) AND AUTHORIZING THE ISSUE OF \$3,700,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE".

SUMMARY:

The Public Building Commission (PBC) engaged Jacunski Humes Architects, LLC to design plans for the "Addition and Renovations to Berlin Police Station" project. The most recent cost projection is \$3.0 - \$4.0 million. This ordinance provides authorization if the bids are higher than projected and for contingency if issues arise during construction. The actual amount bonded will be determined after the project is awarded.

The current plan is to award bids in October 2023. To award the entire contract, the Town must have funding appropriated at the time the bid is awarded. Section 6-10-6 of the Town Charter reads, "Adoption of an ordinance exceeding five million (\$5,000,000.00) dollars shall be subject to automatic referendum approval by a majority of those voting thereon." At the proposed funding level, the ordinance would not require an automatic referendum.

FY23 Unassigned Fund Balance Appropriated:	\$ 300,000 (10/4/22 TC; 10/11/22 BOF)
FY24 Unassigned Fund Balance Proposed:	\$1,000,000 (Mayor proposal at 9/5/22 TC)
FY24 Bond Ordinance:	<u>\$3,700,000</u> (proposed agenda item)
TOTAL Police Station Renovation Funding:	<u>\$5,000,000</u>

ACTION NEEDED:


Move to authorize the Town Manager to retain the services of Pullman & Comley to prepare bond authorization documents in the amount of \$3,700,000 for the addition and renovations of the Berlin Police Station, and to authorize the Town Manager to schedule and advertise for a Public Hearing to be held Tuesday, October 3, 2023, at 7:00 p.m. on an ordinance entitled, "AN ORDINANCE APPROPRIATING \$3,700,000 FOR ADDITION AND RENOVATIONS TO THE BERLIN POLICE STATION (2023), AND AUTHORIZING THE ISSUE OF \$3,700,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE".

Move to call a Town Meeting at 6:45 p.m. on October 3, 2023, to approve a non-budgeted appropriation of \$1,000,000 from the FY24 General Fund Unassigned Fund Balance to the Buildings & Renovations account in the Police Station Construction Fund.

ATTACHMENTS:

March 2023 Schematic Estimate

PREPARED BY:

Kevin Delaney, Finance Director 

Berlin Police Department Renovation
Town of Berlin
Schematic Estimate
Estimate Summary



21-Mar-23

DIVISION	DESCRIPTION	TOTAL COST	S / SF
			6,014 GSF
01	PROJECT REQUIREMENTS 4.28%	\$ 117,932	\$ 19.61
02	SELECTIVE DEMOLITION	\$ 88,290	\$ 14.68
02	HAZARDOUS MATERIAL ABATEMENT	\$ -	\$ -
03	CONCRETE	\$ 91,539	\$ 15.22
04	MASONRY	\$ 80,175	\$ 13.33
05	STRUCTURAL STEEL	\$ 13,218	\$ 2.20
05	MISCELLANEOUS METALS	\$ 37,464	\$ 6.23
06	ROUGH CARPENTRY	\$ 12,028	\$ 2.00
06	FINISH CARPENTRY	\$ 56,590	\$ 9.41
07	THERMAL AND MOISTURE PROTECTION	\$ 13,444	\$ 2.24
07	ROOFING	\$ 10,500	\$ 1.75
08	DOORS, FRAME & HARDWARE	\$ 70,720	\$ 11.76
08	WINDOWS & GLAZING	\$ 12,390	\$ 2.06
09	DRYWALL	\$ 92,935	\$ 15.45
09	ACOUSTICAL CEILINGS	\$ 31,986	\$ 5.32
09	TILE	\$ 75,492	\$ 12.55
09	FLOORING	\$ 32,366	\$ 5.38
09	PAINTING	\$ 25,165	\$ 4.18
10	SPECIALITES	\$ 187,659	\$ 31.20
11	EQUIPMENT	\$ 25,000	\$ 4.16
12	FURNISHINGS	\$ -	\$ -
21	FIRE SUPPRESSION	\$ 12,028	\$ 2.00
22	PLUMBING	\$ 129,675	\$ 21.56
23	HVAC AND CONTROLS	\$ 425,310	\$ 70.72
26	ELECTRICAL	\$ 304,109	\$ 50.57
31	SITE PREPARATION & EARTHWORK	\$ 32,900	\$ 5.47
32	SITE IMPROVEMENTS	\$ 9,125	\$ 1.52
33	UTILITIES	\$ -	\$ -
TOTAL DIRECT COSTS		\$ 1,988,038	\$ 330.57
	Design Contingency 7.50%	\$ 149,103	\$ 24.79
	Permits - Bldg & FM - Waived 0.00%	\$ -	\$ -
	General Conditions 11.10%	\$ 305,768	\$ 50.84
	Professional & GL Insurance 0.85%	\$ 20,765	\$ 3.45
	Construction Contingency - in Proj Contingency 0.00%	\$ -	\$ -
	Fee 3.00%	\$ 73,910	\$ 12.29
	Payment & Performance Bond 0.85%	\$ 21,569	\$ 3.59
	Escalation 7.61%	\$ 194,677	\$ 32.37
	Preconstruction LS	\$ -	\$ -
TOTAL CONSTRUCTION COST		\$ 2,753,831	\$ 457.90
Soft Costs:			
	Architectural/Engineering Fees	\$ 300,000	
	Clerk / Project Management Fees	150,000	
	Furniture, Fixtures, Equipment (& Design)	100,000	
	High Density Shelving / Appliances	w/in hard costs	
	Land Surveying Services (T-2)	5,000	
	Geotechnical Engineering / Soil Testing	not anticipated	
	Independent Materials Testing / Inspections	8,000	
	Commissioning Services	30,000	
	Console Furniture / Radio System relocation	not anticipated	
	Telephone / Data System Equipment	50,000	
	Building Equipment / AV Systems	50,000	
	Printing, Advertising	2,000	
	Relocation / Moving Expenses	\$ 10,000	
	Utility Company Backcharges	not anticipated	
	Builder's Risk Insurance Policy	\$ 25,000	
	Owner's Legal Fees / Bonding Costs	TBD by Owner	
	Administrative Costs / Owner's Expenses	\$ 10,000	
TOTAL SOFT COST		\$ 740,000	\$ 123.05
PROJECT CONTINGENCY 15% of Construction Cost		\$ 413,075	\$ 68.69
TOTAL PROJECT COSTS		\$ 3,906,905	\$ 649.64

Previous Budget \$ 5,200,000
Delta \$ (1,293,095)