

Join Zoom Meeting

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Meeting ID: 845 9489 9869

Passcode: 044924

+1-929-205-6099 (New York)

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, April 9, 2024
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PRESENTATION OF PROCLAMATION National Public Health Week

E. AUDIENCE OF CITIZENS

F. MAYOR'S UPDATE

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

H. CONSENT AGENDA:

1. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 145.00 and Animal Care and supplies & Vet fees valued at \$ 644.40. – Animal Control
2. Topic re: Accept monetary donations totaling \$238.35 and deposit \$238.35 into the unrestricted donations account to be used for the library's greatest need. Move to accept the donation of books with an approximate value of \$19.95 to be added to the appropriate department collection and the donation of DVDs with an approximate value of \$69.94 to be added to the appropriate department collection. – Berlin-Peck Memorial Library
3. Topic re: Approve Debra Tubbs, Ice Queen Ice Cream LLC, of Rock N Roll Ice Cream Truck to sell ice cream, snacks and beverages at the following parks and playgrounds: Pistol Creek, Percival Pool, Berlin Community Center, Friendship Place and Sage Park. – Parks and Recreation

4. Topic re: Approve acceptance of the donation to the fishing derbies in the amount of a \$50 donation from the Kensington Garden Club, \$200 donation from the Kiwanis Club of Berlin, \$1,000 donation from Cambridge Specialty and \$1,000 donation from the Berlin Lions Club towards the Parks and Recreation Fishing Derbies that will be held on April 20 and April 27, 2024 at Sage Pond Park from 8:00 AM – 10:00 AM. – Parks and Recreation
5. Topic re: Accept donations totaling \$2,072.00 to the Berlin Senior Center Agency Fund. – Senior Center
6. Topic re: Authorize the Senior Center Director to develop a plan to be used to support upgrades and enhancements at the Senior Center. If plans are accepted, request approval to accept funds and appropriate to the Senior Center ARPA Grant account in the Special Grants & Donations Fund. – Senior Center
7. Topic re: Approve the addition of a Driving Range Membership for Adults on the proposed 2024 Golf Rate Schedule. The cost of the membership is \$375. – Golf Course
8. Topic re: Accept the donation of \$500 from the Sign Committee towards the removal of a Spruce tree from the putting green. – Golf Course
9. Topic re: Accept the donation of \$400 from Ken Asal and appropriate the funds to the Golf Tee Sign Expenditure Account. – Golf Course
10. Topic re: Authorize the Town Manager to apply for a FEMA Fire Prevention and Safety Grant in the amount of \$50,960 and if awarded, deposit the funds into the Professional Personnel account. - Fire Marshal

I. NEW BUSINESS:

1. Topic re: Utilize Connecticut State Department of Administration Services Contract 23PSX0149 and award the purchasing and installation of a new playscape structure at Little People Playground to Miracle Recreation Equipment and its supplier Creative Recreation not to exceed \$215,000.00. – Parks and Grounds
2. Topic re: Approve the transfer of \$30,000 from Parks and Recreation Life Guards/Pool Worker account to the Public Grounds Feasibility Study account, both in the General Fund, for a Feasibility Study to be done on Demore, Dinda, Bittner Jr. Memorial Complex. Also waive the Town of Berlin purchasing requirements and authorize the Town Manager to enter into contract with KBA Architects for the Feasibility Study, pending approval of the budget transfer above by the Board of Finance, as this is in the best interest of the Town. – Parks and Recreation/Public Grounds
3. Topic re: Appropriate a \$780,000 Community Connectivity grant to the Community Connectivity Grant (2023) account, and to refer this appropriation to the Board of Finance. - Economic Development
4. Topic re: Approve a bid waiver and three -task proposal from Loureiro Engineering Associates of Plainville, CT for an amount not to exceed \$32,000, which includes a \$1,500 contingency for

Geotechnical work related to the Berlin High School slab on grade moisture project as previously approved by the PBC as this is in the best interest of the Town. - Facilities

5. Topic re: Approve the purchase of one Pickup truck with equipment from Tasca Ford, utilizing the State of Connecticut, Department of Administrative Services Contract # 19PSX0161 for an amount not to exceed \$69,314.90. – Municipal Garage
6. Topic re: Waive the Town's purchasing requirements for the purchase of one 2024 Ford Maverick from Tasca Ford of Berlin CT for amount not to excel \$30,525, as this is in the Town's best interest. – Municipal Garage
7. Topic re: Approve a two-year extension of Contract No. 2023-19 with Shaw Vac Services, LLC of Plantsville, CT for the purpose of Catch Basin Cleaning at the unit price of \$27.00 per basin during 2024, and \$27.50 per basin during 2025, as this is in the best interest of the Town. – Public Works
8. Topic re: Authorize the Town Manager to enter into a unit price contract to purchase Asphalt Pavement Crack Filling Services utilizing CRCOG Contract #751 with the most cost-effective and qualified contractor. – Public Works
9. Topic re: Authorize the Town Manager to enter into a unit price contract to purchase street line painting services (utilizing CRCOG Contract #755) with the most cost-effective and qualified Contractor. – Public Works
10. Topic re: Authorize the Town Manager to extend Contract # 2022-36 (Miscellaneous Concrete Sidewalks) with William Laydon Construction of North Haven, CT through December 31, 2024 with a four (4) percent increase in unit prices for concrete sidewalk construction throughout Town. – Public Works
11. Topic re: Accept an ordinance that requires the Town to Fund the Actuarially Determined Employer Contribution (ADEC) for each active define benefit pension plan. – Town Manager
12. Topic re: Readopt the Fair Housing Resolution, the Fair Housing Policy Statement, Affirmative Action Policy Statement, and the Compliance with Title VI of the Civil Rights Act of 1964 Statement. – Town Manager

J. APPOINTMENTS:

1. **Cemetery Committee – Vacancy – Alternate** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
2. **Commission for the Aging – Vacancy** – Frank Slogeris has resigned. Replacement term would be until January 31, 2029. Can be filled with a D, R or U.
3. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D, R or U.

4. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D, R or U (Depending on the above appointment).
5. **Constables – 4 Vacancies** – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).
6. **Golf Course Commission – Non-Golfer Vacancy** – Term would be until January 31, 2027. Can be filled with a D, R or U and must be a non-golfer (per ordinance).
7. **Housing Authority** – Santina Turner’s term expired March 31, 2024. She does not wish to serve another term. She has served as the Resident/Commissioner. Replacement would be until March 31, 2029. Can be filled with a D or U.
8. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement would be until January 31, 2026. Can be filled with a D, R or U.
9. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depending on the above appointment).
10. **Mattabassett District – Vacancy** – Replacement term would be until September 1, 2026. Can be filled with a D, R or U.
11. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.
12. **Public Building Commission – Vacancy** – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.
13. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
14. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U (depending on the above appointment).
15. **VNA – Vacancy** –Replacement would be until January 31, 2027. Can be filled with a D, R or U.
16. **VNA – Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
17. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.

- 18. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
- 19. **Water Control Commission – Vacancy** -Term would be until January 31, 2029. Can be filled with a D, R or U.
- 20. **Water Control Commission – Alternate - Vacancy** -Term would be until January 31, 2026. Can be filled with a D, R or U.
- 21. **Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2026. Can be filled with a D, R or U.
- 22. **Water Control Commission – Alternate – Vacancy** –Term would be until January 31, 2027. Can be filled with a D, R or U (Depending on the above two appointments).

K. TOWN MANAGER’S REPORT:

L. SPECIAL COMMITTEE REPORTS:

M. COUNCILORS’ COMMUNICATION:

N. ACCEPTANCE OF MINUTES:

March 19, 2024

April 3, 2024

O. EXECUTIVE SESSION:

- 1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Eversource Tax Appeal

P. ADJOURNMENT



TOWN OF BERLIN
Office of the Mayor
TOWN HALL • BERLIN, CT 06037

Mayor
Mark H. Kaczynski

Deputy Mayor
Charles R. Paonessa

PROCLAMATION

- WHEREAS,** the American Public Health Association has proclaimed April 1 through April 7, 2024, as National Public Health Week;
- WHEREAS,** this year's theme "Protecting, Connecting and Thriving: We Are All Public Health": and
- WHEREAS,** Public health is more than just health care. It's steps we take to make sure our neighborhoods and environment are free from pollution. It's making sure our food and water are safe to eat and drink. It's also the relationships we foster in our communities: and
- WHEREAS,** for twenty-nine years the annual celebration of National Public Health Week reminds us of the fundamental role that our own state and local health departments play every day in the health of our communities: and
- WHEREAS,** the Health District, in partnership with the four towns, recognizes we're all interconnected. When we all come together to support public health, all of us – individuals, families, communities, and the public health field – can achieve the health goals that the community and the Health District has been dedicated to: and
- WHEREAS,** the Town of Berlin, together with its neighboring towns of Newington, Rocky Hill, and Wethersfield, receives quality public health service through its regional health department, the Central Connecticut Health District, now in its twenty-eighth year of service.

NOW, THEREFORE, I, Mark H. Kaczynski, do hereby proclaim

**April 1 to April 7, 2024, as
National Public Health Week**

In Berlin, Connecticut. I encourage all our citizens to join me in this celebration and in acknowledging the critical role of public health in prevention and in helping individuals and communities to achieve and maintain good health.

Signed this 1st day of April 2024

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: April 3, 2024

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*
Feb 10, 2024 to Mar 22 , 2024	\$ 50.00 (ck#62761225)	Animal Care	Thomas Ottman Berlin
	\$ 50.00 (Ck# 63055559)	Animal Care	Thomas Ottman Berlin
	\$ 60.00 (value)	Vaccines 3 puppies	FOBAC Berlin
	\$ 45.00 Cash	Animal Care	Chris McKaig Farmington
	\$ 320.00 (value)	Spay/ Neuter two dogs	Our Companions Manchester
	\$ 264.40 (value)	spay/ neuter two cats	FOBAC Berlin

* Unless a name is mentioned, donors requested anonymity

FUNDING:

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 145.00 and Animal Care and supplies & Vet fees valued at \$ 644.40

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer





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

February 9, 2024

Thomas Ottman
53 Westview terrace
Berlin, CT 06037

Dear Thomas,

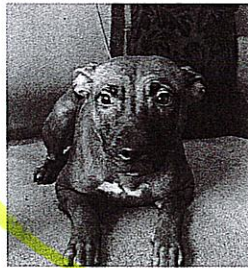
Thank you so much for your monthly donations of \$50 to our Animal Donation fund. We are grateful for your continued support to the Berlin Animal Control Shelter. It allows us to continue our vet care of the abandoned pets we take in. We would not be able to help so many animals without kind people like you. Thanks again.

Sincerely,

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



"Ryder"



"Mini"



"Finn"

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

March 19, 2024

Our Companions
P.O. Box 956
Manchester, CT. 06045

Dear Caroline & Our Companions,

Thank you very much for the extremely generous donation of spaying & neutering the two Pittie mixes from the shelter. We are more grateful than you can imagine. We hope our little pups can find a forever home now.

Thanks again.

Sincerely,

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



"COOKIE"



"M.J."

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

Windsor Animal Clinic

46 Poquonock Avenue
Windsor, CT 06095
(860) 688-4969
windsoranimalclinic@hotmail.com

Town Of Berlin (# 11015)

600 Christian Lane Home Phone: 538-4719 (860)
Berlin, CT 06037 Work Phone: - () ext:

Mar 18, 2024

Invoice Number
222082

Bishop (# A)

Species: Feline
Sex: Male Neutered
Age: 2 years old
Breed: DSH
Coat Color: Black/Wht
Rabies Tag Number:

Annual Exam:
Cat Dist. Resp:
Dental:
Fecal Exam:
Fecal Ova & Giardia Test:
Feline Leukemia:

Date	Code Description	Qty	Price
03/18/2024	1615 Feline Castration - Mature	1	\$ 85.00
Total for Bishop:			\$ 85.00

Cookie (# C)

Species: Canine
Sex: Female Spayed
Age: 8 months old
Breed: Pitbull mix
Coat Color: Black\Wht
Rabies Tag Number:

Annual Exam:
Bordetella:
DA2PP 3 Year:
Dental:
DHLPPC:
Fecal:

Date	Code Description	Qty	Price
03/18/2024	1738 Canine Spay - Mat Med (26-50)	1	\$ 180.00
	2690 Rimadyl 25mg	10	\$ 18.70
	49857 Gabapentin 100mg	40	\$ 12.00
Total for Cookie:			\$ 210.70

M.J. (# D)

Species: Canine
Sex: Male Neutered
Age: 8 months old
Breed: Pitbull mix
Coat Color: Red
Rabies Tag Number:

Annual Exam:
Bordetella:
DA2PP 3 Year:
Dental:
DHLPPC:
Fecal:

Date	Code Description	Qty	Price
03/18/2024	395 Skin Scraping	1	\$ 30.00
	1617 Canine Castration - Med (26-50 lbs)	1	\$ 140.00
	2690 Rimadyl 25mg	10	\$ 18.70
Total for M.J.:			\$ 188.70

Town Of Berlin (# 11015)
Skye (# B) - Continued

Skye (# B)

Species: Feline
 Sex: Female Spayed
 Age: 1 year and 6 months old
 Breed: Tabby
 Coat Color: Brn Tabby
 Rabies Tag Number:

Annual Exam:
 Cat Dist. Resp:
 Dental:
 Fecal Exam:
 Fecal Ova & Giardia Test:
 Feline Leukemia:



Date	Code Description	Qty	Price
03/18/2024	1732 Feline Spay - Mature/In Heat	1	\$ 100.00

Total for Skye: \$ 100.00

Dr. Larry Pennington

Total Invoice: \$ 584.40

Previous Balance: \$ 0.00

Total Amount Due: \$ 584.40

4. Visa \$ 264.40

Total Payments - Thank you: \$ 264.40

New Balance Due: \$ 320.00

Current Accounts Receivable Status

Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 584.40	\$ 320.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 320.00

\$ 584.40
 - 320.00
 \$ 264.40

Check out our website at www.thewindsoranimalclinic.com or like us on facebook.True

Pd by FOBAC
 2 cats
 + medications

Access your pets medical records at ePetHealth.com

Pd by
 Our Companions

Windsor Animal Clinic

46 Poquonock Avenue
Windsor, CT 06095
(860) 688-4969
windsoranimalclinic@hotmail.com

Town Of Berlin (# 11015)

600 Christian Lane Home Phone: 538-4719 (860)
Berlin, CT 06037 Work Phone: - () ext:
Email Address: jlund@berlinct.gov

Mar 19, 2024

Invoice Number
222102

Payment on Account

Previous Balance:	\$	320.00
Total Payments - Thank you:		
4. Visa	\$	320.00
New Balance Due:	\$	<u>0.00</u>

Check out our website at www.thewindsoranimalclinic.com or like us on
facebook.True

Access your pets medical records at ePetHealth.com

pd by Our Companions Animal Sanctuary
P.O. - Box 956
Manchester

Animal Hospital Of Berlin

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



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

Printed: 02-14-24 at 9:36a
Date: 02-14-24
Account: 2403
Invoice: 51637

Date	For	Qty	Description	Net Price
02-14-24	Case#23-0237 Ma	1	DISCOUNT RESCUE GROUP	-122.40
02-14-24	<i>Maxine</i>	1	Progress Wellness Physical Examination	66.50
02-14-24		1	Medical Waste Disposal Fee	12.90
02-14-24		1	Parvo 1 Year Vaccine	31.50
02-14-24		1	Distemper 1 Year Vaccine	31.50
02-14-24	Case#23-0237 Co	1	DISCOUNT RESCUE GROUP	-122.40
02-14-24	<i>Cookie</i>	1	Medical Waste Disposal Fee	12.90
02-14-24		1	Parvo 1 Year Vaccine	31.50
02-14-24		1	Distemper 1 Year Vaccine	31.50
02-14-24		1	Progress Wellness Physical Examination	66.50
Old balance				117.00
Charges				40.00
Payments				0.00
				New balance
				157.00

Patient	Total charges
Case#23-0237 Maxine	20.00
Case#23-0237 Cookie	20.00

Reminders for: **Case#23-0237 Maxine** (Weight: 26.2 lbs - Last done

02-13-25	Parvo 3 Year Vaccine	
02-13-25	DA2P 3 Year Vaccine	
01-22-25	Annual Physical Examination	01-23-24
01-22-25	Rabies 3 Year Vaccine	

Reminders for: **Case#23-0237 Cookie** (Weight: 26.8 lbs - Last done

02-13-25	DA2P 3 Year Vaccine	
02-13-25	Parvo 3 Year Vaccine	
01-18-25	Rabies 3 Year Vaccine	
01-18-25	Intestinal Parasite Testing	01-19-24

Case#23-0237 Maxine's weight history (in lbs)

01-23-24	24.00
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23-0237
59

Animal Hospital Of Berlin

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



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

Printed: 02-16-24 at 11:21a
Date: 02-16-24
Account: 2403
Invoice: 51702

Date	For	Qty	Description	Net Price
02-16-24	Case#23-0237 MJ	1	DISCOUNT RESCUE GROUP	-122.40
02-16-24		1	Complimentary Nail Clipping	0.00
02-16-24		1	Medical Waste Disposal Fee	12.90
02-16-24		1	Parvo 1 Year Vaccine	31.50
02-16-24		1	Distemper 1 Year Vaccine	31.50
02-16-24		1	Progress Wellness Physical Examination	66.50
Old balance	Charges	Payments	New balance	
157.00	20.00	0.00	177.00	

Patient	Total charges
Case#23-0237 MJ	20.00

Reminders for: **Case#23-0237 MJ** (Weight: 26.8 lbs - 7m) Last done

02-15-25	Parvo 3 Year Vaccine	
02-15-25	DA2P 3 Year Vaccine	
01-21-25	Annual Physical Examination	01-22-24
01-21-25	Rabies 3 Year Vaccine	

Case#23-0237 MJ's weight history (in lbs)

02-16-24	26.80
01-22-24	26.00

THANK YOU FOR CHOOSING OUR PRACTICE !!

OUR GOAL IS TO:

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

Consent

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 28, 2024

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	213.35	Unrestricted Donations	for libraries greatest need	Various patrons
	25.00	Unrestricted Donations	for libraries greatest need	Ezzio C. Partesano
	238.35			
Equip/Merch	19.95	Books	add to appropriate dept. collection	Various patrons
	69.94	DVDs	add to appropriate dept. collection	Various patrons
	89.89			

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$238.35 and deposit \$238.35 into the unrestricted donations account to be used for the library's greatest need. Move to accept the donation of books with an approximate value of \$19.95 to be added to the appropriate department collection and the donation of DVDs with an approximate value of \$69.94 to be added to the appropriate department collection.

Attachments:

n/a

Prepared By:

Anne Henriques, Head of Adult Services *AH*

Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 19, 2024

SUBJECT: Approval to sell ice cream, snacks and beverages in Town parks – Debra Tubbs, Ice Queen Ice Cream LLC, of Rock N Roll Ice Cream Truck

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 14, 2024 recommended that Debra Tubbs, Ice Queen Ice Cream LLC, of Rock N Roll Ice Cream Truck be authorized to sell ice cream, snacks and beverages from her ice cream truck at Pistol Creek, Percival Pool, Berlin Community Center, Friendship Place and Sage Park.

Debra Tubbs is aware that as a vendor she is not to be present at a park or field when other concessions are in operation. She is aware there is no exclusivity applied and that the Berlin Parks and Recreation Commission could recommend other vendor approvals in the future.

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

FUNDING:

No funding needed.

ACTION NEEDED:

Move to approve Debra Tubbs, Ice Queen Ice Cream LLC, of Rock N Roll Ice Cream Truck to sell ice cream, snacks and beverages at the following parks and playgrounds: Pistol Creek, Percival Pool, Berlin Community Center, Friendship Place and Sage Park.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director, Community Recreation and Parks Services

Consent
Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 19, 2024

SUBJECT: Donation to Fishing Derbies

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 14, 2024, recommended the acceptance of a \$50 donation from the Kensington Garden Club, \$200 donation from the Kiwanis Club of Berlin, \$1,000 donation from Cambridge Specialty and \$1,000 donation from the Berlin Lions Club towards the Parks and Recreation Fishing Derbies that will be held on April 20 and April 27, 2024 at Sage Pond Park from 8:00 AM – 10:00 AM.

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

FUNDING:

No funding needed.

ACTION NEEDED:

Move to approve acceptance of the donation to the fishing derbies in the amount of a \$50 donation from the Kensington Garden Club, \$200 donation from the Kiwanis Club of Berlin, \$1,000 donation from Cambridge Specialty and \$1,000 donation from the Berlin Lions Club towards the Parks and Recreation Fishing Derbies that will be held on April 20 and April 27, 2024 at Sage Pond Park from 8:00 AM – 10:00 AM.

ATTACHMENTS:

None

PREPARED BY:

Debra Dennis, Superintendent of Recreation DD

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: March 22, 2024

SUBJECT: Donations to the Berlin Senior Center Agency Fund/Berlin Senior Center

SUMMARY:

Accept donations to the Berlin Senior Center Agency Fund

Period	Amount	Purpose	Donor*
10/10/24	\$100.00		Anonymous
	\$150.00		Paul Dobrowolski
	\$81.00	Stop & Shop Community Bag Program	
	\$15.00		Anonymous
	\$283.00	Proceeds from Sr. Ctr Celebration Raffle	
	\$100.00		Joan & Ralph Borriello
	\$25.00	In Memory of Lois Ustanowski	Dennis & Catherine Gavelek
	\$50.00	In Memory of Lois Ustanowski	Caroline, Jeff, Amanda, Lauren Warner
	\$50.00	In Memory of Lois Ustanowski	Beve & Jerry Ruggiero
	\$25.00	In Memory of Lois Ustanowski	Wendy Kingsbury
	\$25.00	In Memory of Lois Ustanowski	Mary & Robert Salerno
	\$50.00	Shred It Event Donations	Lois Sarisky, Margaret Bishop, JoAnn Simons, Paula Stimac, Anonymous
	\$100.00		Anonymous
	\$500.00		Anonymous
	\$ 75.00		Anonymous
	\$100.00	In Memory of Theresa DeMay	Laura & Lawrence Jovino
	\$100.00		Anonymous
	\$ 85.00	For Korean Spirit & Cultural Workshop	Anonymous
	\$ 30.00		Anonymous
	\$ 60.00		Cynthia Peterson
	\$ 68.00	Stop & Shop Bloomin 4 Good Program	

TOTAL **\$2,072.00**

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

FUNDING:

No Funding Needed

Action Needed:

Move to accept donations totaling \$2,072.00 to the Berlin Senior Center Agency Fund.

Attachments:

None

Prepared by:

Christine Doyle, Berlin Senior Center Director

Doyle

Consent

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 12, 2024

SUBJECT: American Rescue Plan Act (ARPA) Funds, allocation of such funds to CT Senior Centers through the CT Department of Aging and Disability Service Budget.

Summary of Agenda Item:

The Senior Center will receive funds in the amount of \$62,762 from the American Rescue Plan Act (ARPA) funds which were allocated within the CT Department of Aging and Disability Service's (ADS) budget. To obtain this funding, the Senior Center must develop a plan and submit it, along with an application to the Connecticut Department of Aging and Disability Services' Unit on Aging. Funds are to be used to support upgrades and enhancements at the Senior Center.

If the Senior Center's plan is approved, the funds will be appropriated to the Senior Center ARPA Grant account (100.30.3055.0.54000.00375) in the Special Grants & Donations Fund.

Funding:

Requesting approval for the allocation amount of \$62,762.00 from the American Rescue Plan Act (ARPA), through the CT Department of Aging and Disability Service's (ADS) budget to the Senior Center special account.

Action Needed:

Move to authorize the Senior Center Director to develop a plan to be used to support upgrades and enhancements at the Senior Center. If plans are accepted, request approval to accept funds and appropriate to the Senior Center ARPA Grant account in the Special Grants & Donations Fund.

Attachments:

None

Prepared By:

Christine S. Doyle, Berlin Senior Center Director



TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: April 1, 2024

SUBJECT: Timberlin Golf Course – Driving Range Membership for Adults

Summary of Agenda Item:

The Timberlin Golf Commission, at its meeting on March 21, 2024, recommended approval of creating a Driving Range Membership for adult golfers. The cost of the membership is \$375. The membership allows a member to collect one large bucket per day. The membership is valid until December 31, 2024.

Funding:

No Funding Needed

Action Needed:

Move to approve the addition of a Driving Range Membership for Adults on the proposed 2024 Golf Rate Schedule. The cost of the membership is \$375.

Attachments:

None

Prepared By:

Sol Guerrero, PGA – Director of Golf



Consent
Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: April 1, 2024
SUBJECT: Timberlin Golf Course –Donation to Golf Course

Summary of Agenda Item:

Donna Bovee, and the rest of the High School Sign Committee, would like to donate \$500 towards the removal of a Spruce tree from the putting green. The tree was removed to make space for the High School Championship sign.

Funding:

No Funding Needed

Action Needed:

Move to accept the donation of \$500 from the Sign Committee towards the removal of a Spruce tree from the putting green.

Attachments:

None

Prepared By:

Sol Guerrero, PGA – Director of Golf



TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: April 1, 2024
SUBJECT: Timberlin Golf Course –Donation to Golf Course

Summary of Agenda Item:

Ken Asal, of Ken's Cards in Berlin, would like to donate \$400 towards the Golf Tee Signs. The Golf Tee Sign Account is used to hold funds for the Golf Course Clock, tee sign sponsor funds, and future repairs. These funds will be deposited into the Golf Tee Sign Revenue Account # 510.25.2543.8.42456.00000 and appropriated to the Golf Tee Sign Expenditure Account # 510.25.2543.0.54000.01502.

Funding:

No Funding Needed.

Action Needed:

Move to accept the donation of \$400 from Ken Asal and appropriate the funds to the Golf Tee Sign Expenditure Account.

Attachments:

None

Prepared By:

Sol Guerrero, PGA – Director of Golf



TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: April 2, 2024
SUBJECT: FEMA Fire Prevention and Safety Grant

SUMMARY:

The Town of Berlin is now eligible to apply for a grant from FEMA to receive funds that would be utilized to increase the hours of the part time Deputy Fire Marshal positions. The funding that is currently in place for the proposed budget is \$25,480 and would satisfy the required matching component of the grant. Funds would be deposited into Acct# 001.15.1534.0.51120.00000 - Professional Personnel. Additional town funds would not be needed if the grant is awarded. The grant award would be for a period of two years and would come at a crucial time with the increase of both commercial construction and multiple unit residential occupancy projects that are being proposed.

ACTION NEEDED:

Move to authorize the Town Manager to apply for a FEMA Fire Prevention and Safety Grant in the amount of \$50,960 and if awarded, deposit the funds into the Professional Personnel account.

ATTACHMENT:

None

PREPARED BY:

Steven Waznia, Fire Marshal

SW

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 19, 2024

SUBJECT: Appropriation of Funds for Little Peoples Playground

Summary of Agenda Item:

The Town Council and Board of Finance have previously approved the funding for the replacement of a new play structure at Little Peoples Playground. The funding has been set aside in two Playground Equipment Accounts 001.25.2545.0.54000.00722 (\$200,000) & 001.25.2545.0.53222.00000 (\$15,000) fiscal year 2024.

The Parks and Grounds Department is looking to replace the playground equipment and structures at Little Peoples Playground. The existing playground has been there for almost 30 years and has started to show its age and making hard to acquire parts for the structure. We have been working with a few mom groups who have given us ideas on what they have seen and liked in other communities at their playgrounds. The Parks and Recreation Commission is also in favor of the design that was created by Creative Recreation. The playground will have a mix of play elements for all ages from two to twelve years old. We have also included some adaptive, swings and components to be used by parents and siblings at the same time. The total cost of the project including sitework, removal, disposal, factory installation of a new play structure at Little Peoples Playground not exceed \$215,000.

Therefore, based on the recommendations of the Parks and Recreation Commission and the moms' groups it is recommended the Town move forward to replace the existing play structure with a new modern play structure that meets all current safety standards set forth by ASTM and IPEMA.

Funding:

Funds are located in Account's

- 001.25.2545.0.54000.00722 Playground Equipment (\$200,000)
- 001.25.2545.0.53222.00000 Playground Equipment (\$15,000)

Action Needed:

Move to utilize Connecticut State Department of Administration Services Contract 23PSX0149, and award the purchasing and installation of a new playscape structure at Little People Playground to Miracle Recreation Equipment and its supplier Creative Recreation not to exceed \$215,000.00.

Attachments:

- Sufficiency of funds
- Drawings of Play Structure

Prepared By:

Steven T. Wood Superintendent Parks and Grounds *SW*



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 21-Mar-24

Purchase Item or Contract: Play Structure at Little People's Playground		Requested by: Steve Wood	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Play structure at Little People's Playground	\$200,000.00	\$200,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$200,000.00

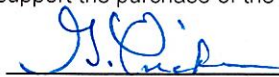
Account No. 001.25.2545.0.54000.00722 Playground Equipment

Budgeted Amount.....	\$200,000.00	Available balance.....	\$200,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$200,000.00
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.


Finance Director or Assist. Finance Director

or:

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

Finance Director or Assist. Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 21-Mar-24

Purchase Item or Contract: Play Structure at Little People's Playground		Requested by: Steve Wood	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Play structure at Little People's Playground	\$15,000.00	\$15,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$15,000.00

Account No. 001.25.2545.0.53222.00000 Playground Equipment

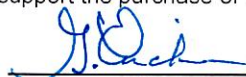
Budgeted Amount.....	\$30,000.00	Available balance.....	\$15,000.00
Encumbrances to Date.....	\$9,815.70	Amount Needed for This Package.....	\$15,000.00
Expenditures to Date.....	\$5,184.30	Available Balance After Purchase.....	\$0.00

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



QUOTATION #032024

To:

Berlin Parks & Recreation
15 Town Farm Lane
Berlin, CT 06037
Attn: Steve Wood

Date 3/20/24
Project Little Peoples Park
Phone 860-828-7025
Email swood@town.berlin.ct.us

We propose to furnish and install the following described materials:

Qty	Item #	LITTLE PEOPLES PARK	Price Total
1	714	Miracle Kids Choice Playground with Tri-Totter & Roller Slide	166,259.00
1	Demo	Remove & legal disposal of existing playground by others	0.00
1	Mats	Accessible Rubber Mats	12,925.00
1	Surfacing	IPEMA Certified Woodfiber 450CY by others	15,750.00
1	Discount	CT State DAS Discount 23PSX0149	-34,597.00
1	Install	Factory Authorized Installation	48,763.00
1	Frt	Material Freight	5,900.00
1	Total	Total	\$215,000.00
Qty	Item #	ADD ALTERNATE	Price Total
1	Site	Excavate & Prepare Site for new playground & woodfiber approx. 12,000SF	14,513.00

PAYMENT TERMS: PURCHASE AND INSTALLATION OF EQUIPMENT*

Government Agencies:

- Net 30 from original invoice with approved credit

All others: (three installments)

- All payments will be made to Creative Recreation LLC.
- Payment of 1/3 down on total invoice enters the order (irrevocable letter of credit required for new customer, established customer must be in good standing).
- Payment of 1/3 original invoice due at time of receipt of goods
- **Balance due upon completion of installation with company check**
- Tax exempt certificate required with order, if applicable; otherwise taxes are the customer's responsibility.
- Creative Recreation reserves the right to require 50% down on custom orders
- Cancellations are ONLY accepted with the approval of Creative Recreation. All cancellations will carry a minimum of 25% restocking charge.

***UNLESS OTHERWISE NOTED**, quote **does not** include installation, supervision, prevailing wages, freight, freight surcharges, permits, state or local approvals, performance bond, engineering seals, testing, site preparation, removal of excess dirt, dumpster fee, borders, safety surfacing, *unloading*, *storage*, security, fencing, plumbing and landscaping. Payment due Creative Recreation for any additional items is customer's responsibility and must be included with final payment.

IF QUOTING INSTALLATION, PRICE ASSUMES:

- Normal soil conditions (must meet or exceed 2000PSF). Abnormal conditions include, but are not limited to stump dumps, ledge and underground springs.
- Easy ACCESS to site with trucks (Any re-seeding or repair required if trucks cross landscaping, sidewalks or grass areas are the responsibility of the customer unless otherwise noted.) Access to power and water.
- NO allowance for moving or repairing any underground utility lines such as electrical, telephone, gas, water or sprinkler lines that may be encountered during installation operations
- NO rock excavation. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for utility removal or repair resulting in delay is the responsibility of the customer, unless these conditions are detailed on as built site drawings and initialed by all parties or are marked on the ground prior to quotation, fabrication and installation.

OWNER SITE PREPARATION AND MAINTENANCE ISSUES

Owner must provide safety fencing to be used by installer around the site. Desired small grade includes sod removal and flat/level surface with drainage. DO NOT INSTALL DRAIN ROCK OR SPREAD SAFETY SURFACE PRIOR TO INSTALLATION. Owner MUST call underground utilities prior to excavation and obtain all approvals/permits. Owner is responsible for keeping children off the playground for 72 hours to allow cement to set. It is the responsibility of the owner to maintain safety surfacing. It is suggested that the owner schedule regular safety and maintenance inspections of the equipment. Please note that this document is not intended to cover all owner responsibilities.

DELIVERY INFORMATION

Whenever possible, the customer will be given a 24 hour notice of delivery on a Miracle truck. Allow four to six weeks for delivery (or less) after receipt of order and deposit. Assistance is needed to unload (3 to 4 capable adults to assist the driver). Delivery point should be in close proximity to the construction site in a secured area. Equipment should be inventoried carefully after unloading. Any discrepancies should be noted on both copies of the freight bill and immediately brought to the attention of Creative Recreation. Visible damage to any piece of equipment should also be detailed on the freight bill. When inspecting, care should be given to minimize tearing of packaging. Packaging for any damaged product should NOT be discarded. If possible, damaged product should be returned in its original packaging. If concealed damage is found, contact Creative Recreation within one week of delivery to ensure that reporting procedures can be followed in a timely manner.

Quote good for 30 days, subject to review thereafter

This quotation, after acceptance by the buyer and when thereafter approved in writing by an authorized official of the seller, will become a contract. Until so approved, it is not a contract and is not binding on the seller in any way. If buyer does not give acceptance within 30 days, this quotation is subject to possible price revision. Signature will not substitute for a Purchase Order if a Purchase Order is required by customer.

Creative Recreation LLC

John W. Hollerbach

Accepted By:

Printed Name of Buyer

Authorized Signature

Approved by:

John W. Hollerbach

Authorized Signature

Date:

Title:

President

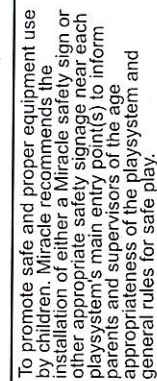
Date:

3/20/2024

Unless otherwise provided as a special term, all shipments are F.O.B. seller's plant, Monett, MO.
Allow at least four weeks for delivery upon receipt of order and any applicable deposit.



P.O. Box 330235 · West Hartford, Connecticut 06133
Tel 860.953.5336 · Fax 860.953.5337 · www.creativerec.com



LITTLE PEOPLES PLAYGROUND 1-30-24

CREATIVE RECREATION
135 Day Street
Newington, CT
PHONE NO: (860) 953-5336
FAX NO: (860) 953-5337

GROUND SPACE: 121' 6" x 70' 6"

PROTECTIVE AREA: 147'-6" x 106'-0"

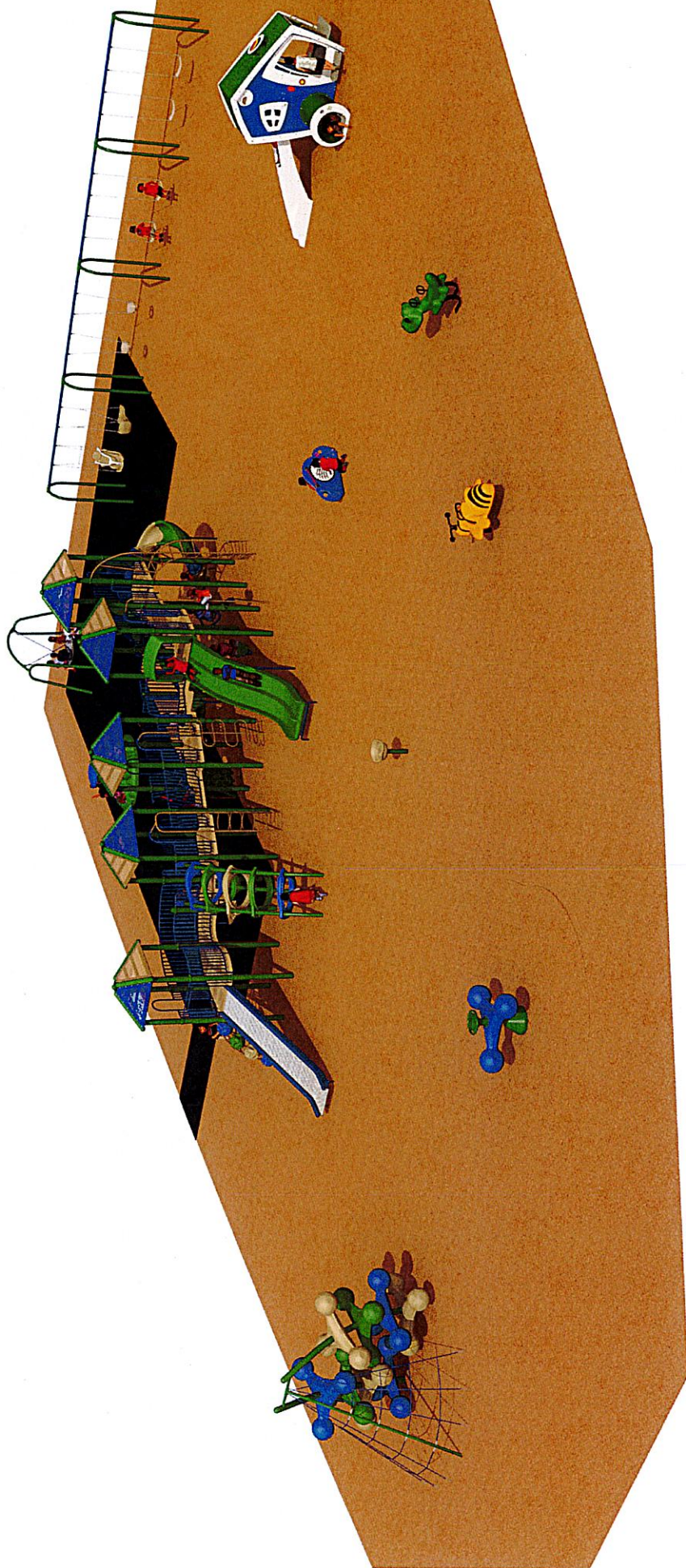
DRAWN BY: John Ciccarello

COMPLIES TO ADA

DATE: 8/11/2022

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

**AN ENERGY ABSORBING PROTECTIVE SURFACE
IS REQUIRED UNDER & AROUND ALL PLAY
SYSTEMS**



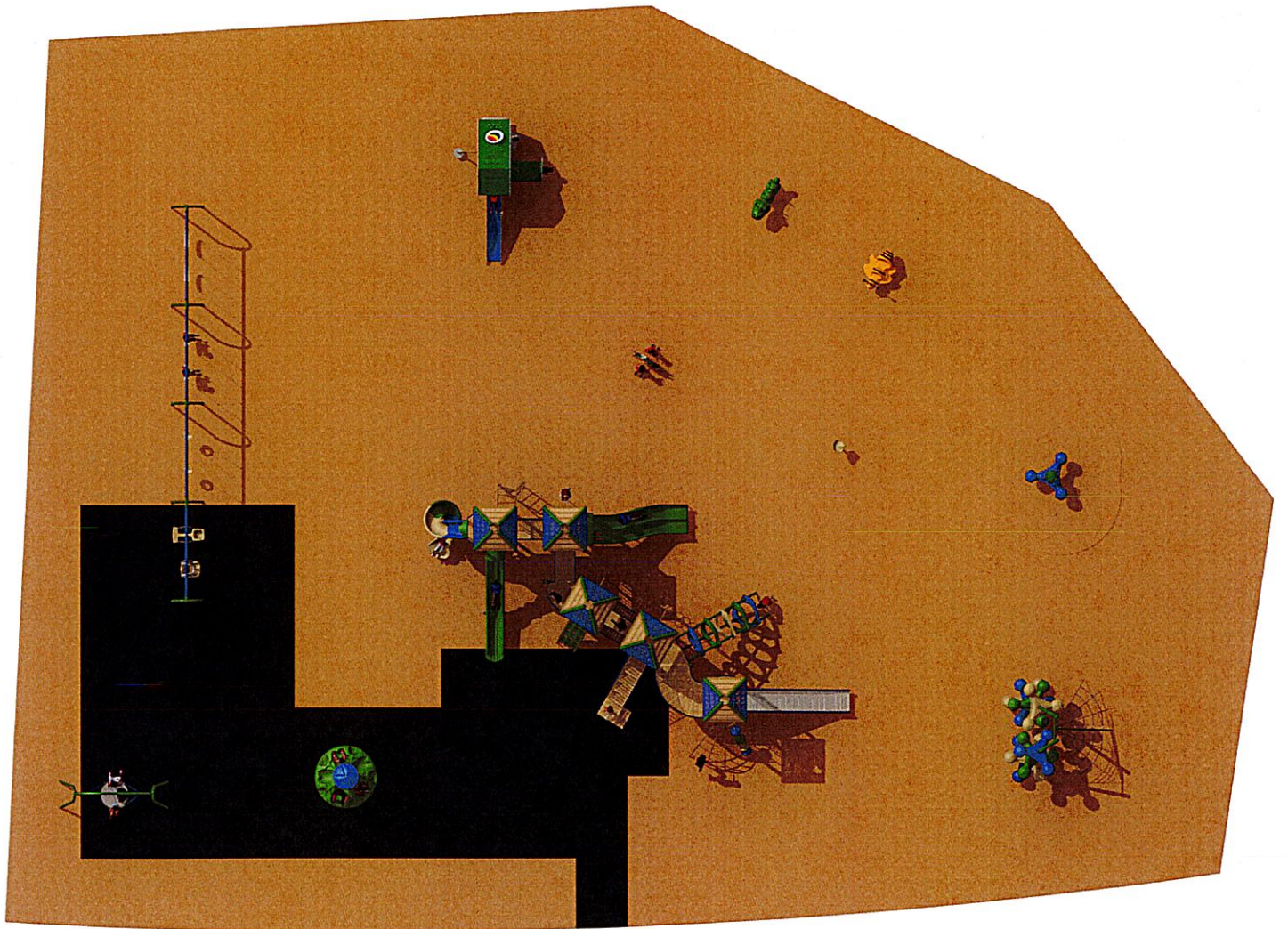












Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 28, 2024

SUBJECT: Approve the transfer of \$30,000 to fund a feasibility study of Demore, Dinda, Bittner Jr. Memorial Complex and waive bidding requirements

SUMMARY:

At the December 12, 2023 Town Council meeting the future of the Demore, Dinda, Bittner Jr. Memorial Pool and other possibilities for that physical area were discussed. A vote was passed to close Demore, Dinda, Bittner Jr. Memorial Pool for the 2024 summer season.

The Parks and Grounds Department would now like to conduct a Feasibility Study of the Demore, Dinda, Bittner Jr. Memorial Complex redevelopment options that would include updating and making the bathhouse ADA compliant, renovating the pool area, including the pool deck, or the option of filling in the pool for permanent closure, installing a splash pad and small playscape and at the same time renovating the current tennis courts to pickleball courts. The feasibility study will provide the cost estimates for these projects and identify wetlands permitting issues. This will then give an overall look at the possibilities for that area so the Town can decide the best use for creating an area in East Berlin that could be enjoyed by all ages for recreation.

The funds for this Feasibility Study would be coming from the cost savings from not opening Demore, Dinda, Bittner Jr. Memorial Pool in the summer of 2023 in the Parks and Recreation Department from Fiscal Year 2023/2024.

The Parks and Grounds Department would like to utilize KBA Architects for the feasibility study seeing we have worked with them on numerous projects over the last few years and they are familiar with ventures of this magnitude. Prompt completion of this study would also provide the Economic Development Department with information to submit an application for a STEAP Grant of up to \$500,000 to contribute toward the redevelopment of the property.

FUNDING:

Funds are located in Account # 001.25.2542.0.51520.00000 – Parks and Recreation Budget \$30,000

ACTION NEEDED:


Move to approve the transfer of \$30,000 from Parks and Recreation Life Guards/Pool Worker account to the Public Grounds Feasibility Study account, both in the General Fund, for a Feasibility Study to be done on Demore, Dinda, Bittner Jr. Memorial Complex.

Move to waive the Town of Berlin purchasing requirements and authorize the Town Manager to enter into contract with KBA Architects for the Feasibility Study, pending approval of the budget transfer above by the Board of Finance, as this is in the best interest of the Town.

ATTACHMENTS:

Budget Transfer Form
Sufficiency of Funds

PREPARED BY:

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



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: **Parks and Grounds** Fiscal Year: **23/24** Date: **3/28/24**

To Acct #: 001.25.2545.0.54000.00372	Description: Feasibility Study Account	Amount: \$30,000.00	Requested by: Jen Ochoa
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Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #: 001.25.2542.0.51520.00000	Description: Parks and Recreation	Amount: \$30,000.00	Approved by: 
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Contingency Balance (If applicable):

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

Funds are available from savings of not opening Demore, Dinda, Bittner Jr. Memorial Pool in Summer 2023. Funds will be used for a Feasibility Study on that complex including updating and making the poolhouse ADA compliant, renovating the pool area, including the pool deck, or the option of filling in the pool for permanent closure, installing a splash pad and small playscape and at the same time renovating the existing tennis courts to pickleball courts.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **4/1/24**

Comments:

Section 3a: Town Council action:

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

Comments:

Section 3b: Board of Finance action:

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

Comments:

Section 4: To be completed by Finance Department:

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

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 28-Mar-24

Purchase Item or Contract: Public Grounds		Requested by: J. Ochoa/S. Wood	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Feasibility study at Demore, Dinda, Bittner Jr. Memorial Complex	\$30,000.00	\$30,000.00
			-
			-
			-
			-
TOTAL			\$30,000.00

Account No. 001.25.2545.0.54000.00372

Budgeted Amount.....	\$30,000.00	Available balance.....	\$30,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$30,000.00
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 \$ 30,000 must be processed concurrently with this certification to support this commitment.



Finance Director or Assist.Finance Director

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 27, 2024

SUBJECT: Appropriation of Community Connectivity Grant for Sidewalks Project

Summary of Agenda Item:

The Town Council authorized the Town Manager to apply for a Connecticut Department of Transportation for a Connecticut Connectivity Grant Program (CCGP) and the Town has been offered a grant of \$780,000 for capital costs for the following sidewalk projects:

1. Four Rod Road from Winding Meadow Drive to Norton Road
2. Percival Avenue from Carbo Lane to Percival Field
3. Robbins Road from Town Drive to Timberwood Road
4. Kensington Road from Norton Road to Steeple View Drive
5. Norton Road, east and west of Cole Lane.

The Town Council also previously authorized \$85,000 from account # 140.20.2037.0.54000.00509 – Grant Road Improvement for bidding assistance and construction administration services for CCPG sidewalks. The next step is to appropriate the \$780,000 Community Connectivity Grant to account 504.10.1017.0.53470.23502, Community Connectivity Grant (2023).

Funding:

The purpose of this agenda item is to appropriate funds for the CCPG sidewalk grant project.

Actions Needed:

Move to appropriate a \$780,000 Community Connectivity grant to the Community Connectivity Grant (2023) account, and to refer this appropriation to the Board of Finance.

Attachments:

None

Prepared By:

Jim Mahoney, Economic Development Coordinator

Mike Ahern, Public Works Director

Chris Edge, Economic Development Director

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 28, 2023

SUBJECT: Berlin High School Slab on Grade Project Geotechnical Consulting Approval

Summary of Agenda Item:

The slab on grade moisture project at Berlin High School was referred to the Public Building Commission for further review. As part of the investigation process, it was determined that geotechnical work will be needed to help further assess the next steps. A three-task proposal was provided by a current approved Town vendor Loureiro Engineering Associates of Plainville, CT to perform the required work needed in the amount of \$30,500 and was approved by the PBC. A \$1,500 contingency is being requested for any additional testing or administrative reporting that may be needed bringing the total cost to an amount not to exceed \$32,000. A bid waiver is being requested due to the specialty nature of the work, timeframe and to obtain information that would aid in preparing for any work required as next steps within the building during the summer recess.

Funding:

001.05.0507.0.53920.00000 Professional Services

Action Needed:

Move to approve a bid waiver and three -task proposal from Loureiro Engineering Associates of Plainville, CT for an amount not to exceed \$32,000, which includes a \$1,500 contingency for Geotechnical work related to the Berlin High School slab on grade moisture project as previously approved by the PBC as this is in the best interest of the Town.

Attachments:

Loureiro Engineering Associates Proposal
Certificate of Sufficiency of Funds

Prepared By:

Douglas Solek, Facilities Director





March 7, 2024

Town of Berlin

240 Kensington Road
Berlin, Connecticut 06037

Attn: Douglas Solek, Director of Facilities

**RE: Professional Consulting Services
Interior Slab/Floor Moisture Assessment
139 Patterson Way, Berlin, Connecticut**

Dear Mr. Solek:

In response to your request, Loureiro Engineering Associates, Inc. (hereinafter "LEA" or "Consultant") is pleased to submit this proposal to Town of Berlin (hereinafter "Client") for assessment of groundwater and site conditions related to interior slab/floor moisture concerns at the Berlin High School (BHS) on Patterson Way in Berlin (hereinafter the "Site").

1.0 Background

1. The subject property is a 25.6 acres parcel located in the R-11, residential zone.
2. It is our understanding that the BHS has experienced floor mold and discoloration over time in multiple locations throughout the building. Previous investigation has resulted in the expended need for additional moisture control beneath the building floor. To accommodate additional moisture barriers, groundwater measurements are being requested to provide understanding of external influences affecting the building slab condition.
3. LEA completed a Site visit on January 9, 2024, to review the existing conditions on Site. Interior and exterior conditions were reviewed for preparation of this proposal.
4. LEA's scope of services includes the installation piezometers for monitoring groundwater depths/elevations, an interior slab investigation, review of previous documents, studies and groundwater findings to provide recommendations for next steps for interior and exterior corrective actions.

2.0 Scope of Services

Task 1 – Groundwater Investigation

1. LEA will prepare A site-specific Health and Safety Plan (HASP) will be developed for the investigation activities to be performed at the Site. The HASP will establish the protocols and procedures that will be followed by all LEA personnel when performing field sampling activities.

Loureiro Engineering Associates, Inc.

100 Northwest Drive • Plainville, CT 06062 • 860.747.6181 • Fax 860.747.8822 • www.Loureiro.com

AN EMPLOYEE-OWNED COMPANY

Affirmative Action / Equal Opportunity Employer



2. LEA will mark proposed boring locations for review and approval by the Town. We will request utility mark-out through the Call-Before-You-Dig system (CBYD). Since the CBYD system will not mark utilities beyond the public right-of-way or private utilities, we will rely on the Town to locate and identify any of these facilities on the Site. LEA will also conduct ground penetrating radar (GPR) survey at each proposed boring location to confirm or deny the presence of underground utilities or other features. The GPR survey will utilize a GSSI Utility Scan with a 350-megahertz (mHz) antenna, or equivalent. LEA may also utilize electromagnetic induction (EMI) equipment such as SeekTech model SR-20 locator, line tracer and underground utility locator utilizing frequencies ranging from 10 hertz (Hz) to 35,000 kilohertz (kHz). The Instrumented Utility Survey will produce "Quality Level B" data. If underground utilities or other features are detected, boring locations will be adjusted. LEA will mark identified underground utilities or anomalies with marking paint or flagging.
3. LEA will install up to five (5) piezometers around the exterior of the building at the locations identified on Attachment 1. The piezometers will be installed utilizing direct push methods. Based on the depth to groundwater observed, a 5-foot or a 10-foot 1.5-inch diameter slotted polyvinyl chloride (PVC) screen will be installed across the groundwater interface. The piezometers will be completed at the surface with a protective cover. After installation, water will be removed from the piezometers through use of a surge block and/or pump to remove entrained sediments and increase connectivity with the shallow aquifer.
4. Based on the depth to groundwater at the Site, one (1) additional piezometer may be installed utilizing hand auger techniques within the courtyard area of the school. This piezometer will be installed to a depth approximately 3 feet below the groundwater interface and a 5-foot, 1.0-inch diameter slotted PVC screen will be installed across the groundwater interface.
5. LEA will obtain up to two rounds of groundwater depth measurements from the piezometers to evaluate groundwater flow at the Site. The first measuring event will be performed approximately one (1) week after installation of the piezometers. The second measuring event will occur shortly after a heavy rainfall event, generally defined as over 2-inches of rainfall within 48 hours. Water levels will be measured to the nearest 0.01-foot increment.

Task 2 – Interior Slab Investigation

1. LEA will conduct a preliminary site visit to review appropriate coring locations and timing to minimize impacts to general facility use and building occupants. LEA will conduct a GPR scan at each of the targeted core locations. The GPR scan is intended to identify the presence of in-slab reinforcement or other obstructions. Proposed core locations will be marked with white paint or similar markings as directed by the Client.
2. LEA will use an electric core drill to advance a four (4) to six (6)-inch core at each of the determined locations. The cores are intended to penetrate the slab full depth and expose the sub slab conditions. If reinforcement is encountered at a core location, a new core will be obtained.



3. LEA will complete a review of the cored area for understanding the sub slab conditions via visual inspection and/or borescope. The presence of sub slab vapor barriers, gravel base material beneath the slab, and/or soil conditions will be documented from 6 inches to 2 feet below the slab.
4. Following the completed cores, LEA will coordinate with the Town regarding repairs to the cores. It is assumed that a pre-packaged high early strength 5,000 psi concrete mix conforming to ASTM C387 will be utilized for filling openings. LEA assumes that the Town will provide specifications on filling the openings to meet the requirements of the facility prior to initiation of work.
5. LEA's fee accounts for up to three (3) days on-site, with advancing up to eight cores, investigation of conditions beneath the slab from 6 inches to 2 feet, and repairs of openings. The collection of more than eight cores or specialized needs for core locations may require additional fees.
6. It is assumed the Client will provide the following items:
 - Water and power source in the area of selected boring locations, which is needed for the coring equipment.
 - Access to selected areas of the Site for coring and investigation.
 - Specifications for slab repair.
 - Replacement of flooring materials over slab areas following completed work.

Task 3 – Summary of Investigations

1. LEA will include provisions for another site visit to review existing conditions in preparation for installation of piezometers and review additional considerations related to the floor conditions.
2. An Aerial Base Map utilizing site information and Geographic Information System (GIS) data will be created to depict boring locations and information gathered through field measurements.
3. LEA will prepare a Summary of Investigation report summarizing the interior and exterior findings, additional investigation needed or recommended, items for further review, and recommendations for potential next steps and/or corrective action. This summary will be provided to the Client as a digital file in Portable Document Format (.pdf). Printed copies can be provided if requested.
4. LEA will attend a meeting with the Client to review and discuss the summary of the investigation. From this meeting and additional project approaches or required next steps will be outlined and agreed. Additional investigation or design scope will be provided as a subsequent proposal for authorization.

Services Not Included

The following services are not included in the scope of services or fees. If required, these services will be performed for additional fees in accordance with a written amendment.



1. Land surveying services.
2. Environmental assessments of any kind.
3. Concrete testing.
4. Repair of flooring materials or waterproofing.
5. Groundwater contour mapping.

3.0 Logistics

LEA will identify a primary point of contact for the Client throughout the project. All relevant documents and information held by the Client shall be provided to LEA prior to project initiation.

4.0 Fees

Based on our understanding of the project and the services described herein, we propose to complete the Scope of Services, we propose to complete the scope of services for the following lump sum fees per task.

Task 1 – Groundwater Investigation	\$14,000
Task 2 – Interior Slab Investigation	\$11,000
Task 3 – Summary of Investigations	\$5,500
Total Sum Fee	\$30,500

Our proposed fees are based on our current understanding of the project and the level of effort necessary to complete the scope of services specified herein. Should additional information or circumstances affect the level of effort necessary to complete the proposed work, we will inform you in advance of any potential impact on the proposed fees. We will not exceed the fees indicated above without prior written authorization from you.

5.0 Schedule

This proposal is valid for 30 days. We are prepared to begin an initial site visit, bas map preparation and further document review within 2 weeks of authorization to proceed. Installation of piezometers and slab coring can be initiated within 2 to 4 weeks of authorization. As the Site does have high pedestrian volumes during business days, if preferred, LEA can complete field work during the next upcoming school break to better ensure site safety and/or mitigate potential interruptions to workflow. We anticipate completing the Summary of Investigations within 2 weeks of final groundwater recordings and subsurface investigation. This Agreement will expire on June 1, 2024 but may be extended by amendment.

6.0 General Terms and Conditions

The Terms and Conditions on the Master Service Agreement between the Consultant and the Client shall apply to all services provided by LEA. In the event the Client issues a purchase order or other instrument related to LEA's services, it is understood and agreed that such document is



for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the attached General Terms and Conditions.

7.0 Supplemental Services

In the event LEA is to prepare for or appear in any litigation on behalf of the Client or is to perform other services not included herein, additional compensation shall be paid to LEA, charges for which will be based upon LEA's fee schedule at the time the additional services are performed.

We appreciate the opportunity to present this proposal and look forward to the opportunity to work with you on this project. Receipt of a signed copy of this proposal or a Client provided contract, will serve to authorize the work outlined in the scope of services. If you have any questions regarding this proposal, please contact me by telephone at 860-410-3051 or by email at trwallace@loureiro.com.

Sincerely,

LOUREIRO ENGINEERING ASSOCIATES, INC.

Tristan R. Wallace, P.E.
Senior Project Manager

Kurt A. Prochorena, P.E.
Vice President

Attachments: Attachment 1 - Piezometer Locations
Attachment 2 - General Terms and Conditions

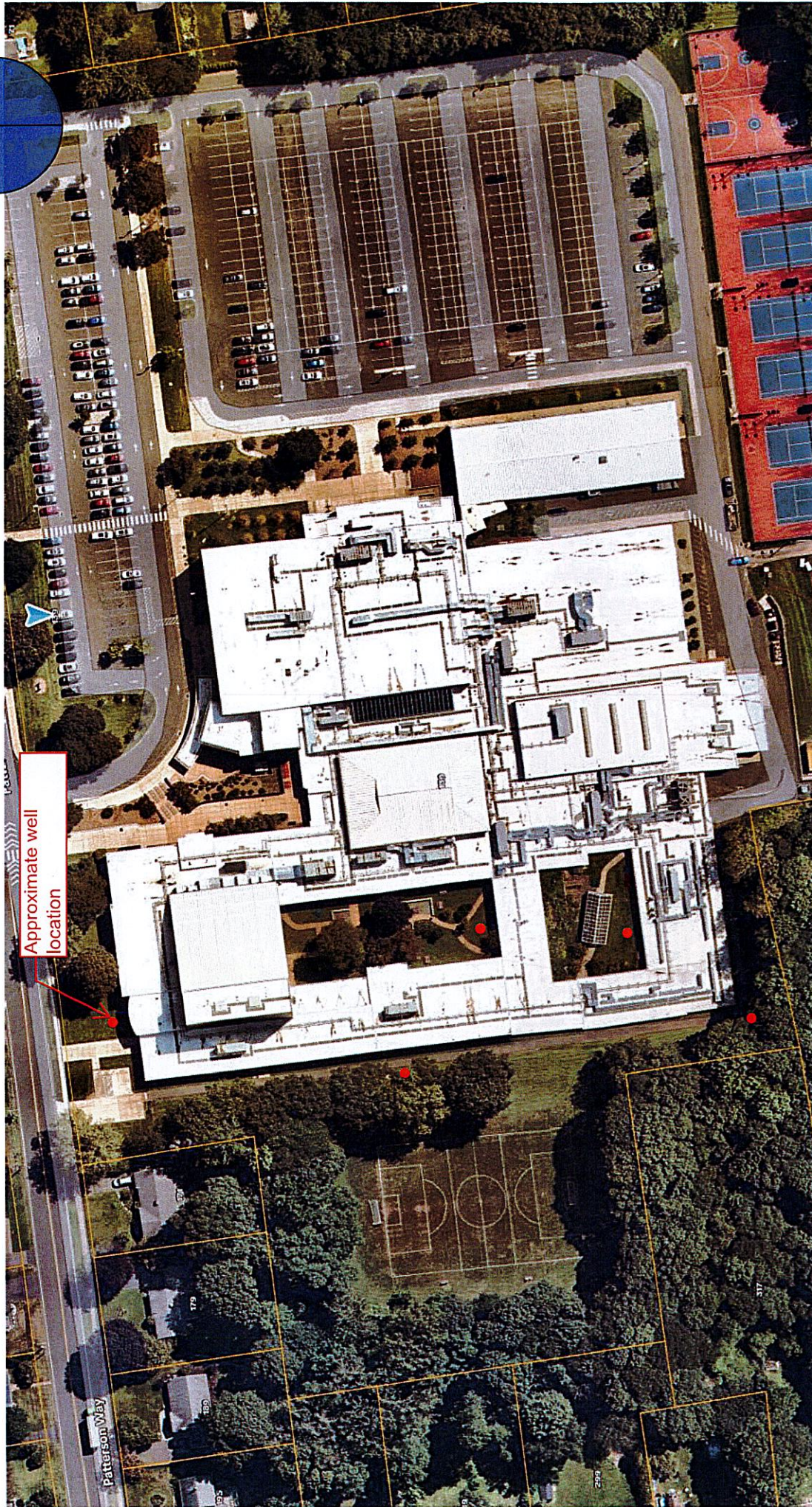
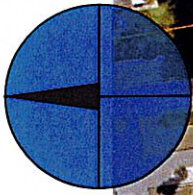
Authorization to Proceed

I hereby authorize Loureiro Engineering Associates, Inc. to proceed with the work described in this Proposal and in accordance with the General Terms and Conditions attached hereto. I understand that I will be billed monthly and that payment is due and payable within 30 days of the date of the invoice, with interest accruing at the rate of 1.5% per month thereafter.

Signature

Date

Title



Approximate well
location

LOUREIRO ENGINEERING ASSOCIATES, INC.
General Terms and Conditions

These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between Town of Berlin (CLIENT) and Loureiro Engineering Associates, Inc. (CONSULTANT) in respect of the Project described therein.

ARTICLE 1: GENERAL

The CONSULTANT shall perform for the CLIENT professional services in all phases of the Project to which this Agreement applies as described in the Proposal Letter and as hereinafter provided.

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

If CONSULTANT shall be unable to perform in accordance with the terms hereof due to naturally occurring soil, water or other environmental conditions, the presence of foreign or hazardous substances, violent weather, strike, civil disturbance or similar event beyond CONSULTANT'S control, CONSULTANT may request from the CLIENT that the terms of this Agreement affected thereby be modified by a written Amendment to be signed by the parties. The CLIENT, as its option, may agree to a modification on CONSULTANT'S terms or to such other terms as the parties may find acceptable.

ARTICLE 2: RESPONSIBILITIES OF THE CLIENT

As applicable and necessary for CONSULTANT to perform its services, the CLIENT will:

- Provide all criteria and full information as to its requirements for CONSULTANT'S services, including the CLIENT'S objectives, constraints or standards.
- Assist CONSULTANT by placing at its disposal all available information pertinent to the Project, excluding any financial information, but including previous environmental permits, engineering reports and any other similar data relative to the Project.
- Provide CONSULTANT all permissions, access and rights of entry to enter the property owned by the CLIENT and/or others in order for CONSULTANT to fulfill the scope of work included under this Agreement.

ARTICLE 3: PROJECT SCHEDULE

CONSULTANT shall commence the Project upon the date of execution of this Agreement and proceed expeditiously to complete the various tasks of the proposed scope of services within the time periods specified in the Proposal Letter, subject to the terms and conditions hereof.

ARTICLE 4: COMPENSATION

For the services authorized under this Agreement, CONSULTANT shall be compensated as specified in the Proposal Letter. If the Proposal Letter specifies that compensation will be on a time and expense basis and includes an upper limit or "not to exceed" amount, the amount due hereunder shall not exceed the stated maximum amount unless a supplemental Agreement or Amendment

approving the increase in the maximum amount has been executed.

The CONSULTANT will submit monthly invoices requesting payment from the CLIENT based upon the work completed for the services performed to date by the CONSULTANT under this Agreement. CLIENT agrees to bring to CONSULTANT'S attention in writing any questions regarding CONSULTANT'S invoice within ten (10) days of receipt. In the event that CLIENT does not provide CONSULTANT with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to CLIENT. CLIENT agrees to make payment to the CONSULTANT within thirty (30) calendar days after receipt of the CONSULTANT'S invoice. If an invoice remains unpaid after sixty (60) calendar days of submission to the CLIENT, the CONSULTANT has the right to cease all work until all amounts due CONSULTANT are paid in full.

In the event that payment for services is not made within thirty (30) calendar days after receipt of the CONSULTANT'S invoice, the CLIENT agrees to pay a service charge of 1.5% per month on the unpaid balance. Should it become necessary for CONSULTANT to commence legal action to collect any sums due it, it is agreed that CONSULTANT shall be entitled to collect from the CLIENT its costs incurred in any such action(s) including reasonable collection fees, attorney's fees, litigation costs and cost for defense.

CLIENT shall address payments to:

Loureiro Engineering Associates, Inc.
Accounts Receivable
100 Northwest Drive
Plainville, CT 06062

ARTICLE 5: LIABILITY INSURANCE

CONSULTANT shall, during the performance of the Agreement, keep in force the following insurance, together with any other coverage that may be required by law:

Workers' Compensation Insurance, including Employer's Liability Insurance for its employees in compliance with statutory limits; Commercial General Liability Insurance with \$1,000,000 per occurrence combined single limit and policy aggregate; Business Automobile Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence and policy aggregate; Professional Liability Insurance with \$1,000,000 per occurrence and policy aggregate.

CONSULTANT shall furnish to the CLIENT, at their request, certificates of insurance, evidencing the insurance required hereby. All policies required hereunder shall contain a provision that at least thirty (30) days' prior written notice shall be given to the CLIENT in the event of

cancellation, reduction or non-renewal of any such insurance.

ARTICLE 6: ESA SERVICES

In consideration of the substantial risks to CONSULTANT in performing Environmental Site Assessment (ESA) services, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of the services under this Agreement or related in any manner whatsoever to the existence, release, or disposal of toxic or hazardous substances, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of CONSULTANT. In addition, the CLIENT agrees, to the maximum extent permitted by law, to waive any claims against CONSULTANT arising out of the performance of the services under this Agreement.

ARTICLE 7: KNOWN OR SUSPECTED ENVIRONMENTAL HAZARDS

In consideration of the substantial risks to CONSULTANT posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, his or her officers, directors, employees, agents, and independent consultants and any of them from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of CONSULTANT.

ARTICLE 8: SCOPE OF WORK

The CLIENT and CONSULTANT have agreed to a list of basic services that CONSULTANT will provide to the CLIENT, listed in the Proposal Letter. Services not set forth in the Proposal Letter are excluded from the scope of services and CONSULTANT assumes no responsibility to perform such services.

ARTICLE 9: STANDARD OF CARE

Services provided by CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality. The CONSULTANT makes no other warranties, express or implied, with respect to the services rendered hereunder.

ARTICLE 10: MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties to the extent such damage is determined to have been caused by the negligent acts, errors or omissions or willful misconduct by Consultant in the performance of its services under this Agreement. Consultant shall not be responsible for any loss, damage or liability arising from negligent or willful acts by the Client or any of its employees, agents, affiliates or subsidiaries. To the fullest extent permitted by law, the Client agrees to

indemnify and hold harmless the Consultant, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties against Consultant arising from or relating to 1) any unknown site condition or subterranean structures of which Consultant does not have actual knowledge; 2) any errors, omissions or inconsistencies in any data, documents, records or information provided by the Client on which Consultant reasonably relied; 3) any breach of contract, tort, error, omission, wrong, fault or failure to comply with applicable law by the Client or any third party over which Consultant has no control; 4) the Client's unauthorized use of plans, reports, documents and related materials prepared by Consultant in performing its services.

ARTICLE 11: PERMITS AND APPROVALS

CONSULTANT shall assist the CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which CONSULTANT'S services have been engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services. This assistance does not include payment of permit fees, special studies, special research, attendance at meetings with public authorities, special testing, or special documentation not normally required for this type of project. CONSULTANT will provide such special services as Additional Services, in accordance with CONSULTANT'S prevailing fee schedule, as authorized by the CLIENT.

ARTICLE 12: MEDIATION

In an effort to resolve any conflicts that arise during the project or following completion of the project, the CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation first before arbitration is commenced. Such mediation shall take place within thirty (30) days of such dispute arising. The CLIENT and CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

ARTICLE 13: ARBITRATION

Any controversy or claim relating to or arising out of this Agreement, or any breach thereof, which is not resolved by mediation in accordance with ARTICLE 12, shall be resolved by arbitration in the City of Hartford, CT in accordance with the then current Commercial Rules of the American Arbitration Association. Judgment upon the arbitration award, rendered by the arbitrator(s) may be entered in any Connecticut courts having jurisdiction thereof. The Prevailing party in such arbitration shall be entitled to recovery of all reasonable costs incurred, including staff time, administrative costs, attorneys' fees and other related expenses. Any claim brought pursuant to this paragraph shall be filed no later than one year after the date of substantial completion of the services rendered under this Agreement or the expiration of the applicable statute of limitations, whichever is earlier.

ARTICLE 14: DELAYS

CONSULTANT is not responsible for delays caused by factors beyond CONSULTANT'S reasonable control.

including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove CONSULTANT'S services or work product promptly, or delays caused by faulty performance of the CLIENT or by contractors of any level. When such delays occur, the CLIENT agrees that CONSULTANT is not responsible for damages, nor shall CONSULTANT be deemed to be in default of this Agreement.

ARTICLE 15: RESTORATION

The CLIENT understands that use of testing or other equipment may cause unavoidable damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

ARTICLE 16: CHANGED CONDITIONS

The CLIENT shall rely on CONSULTANT'S judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONSULTANT. Should CONSULTANT call for contract renegotiation, CONSULTANT shall identify the changed conditions necessitating renegotiation and CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

ARTICLE 17: FORCE MAJEURE

Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes or lockouts; civil disturbances; fires; acts of God; viral or other biologic pandemics; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

If any such force majeure condition occurs and continues for a period of more than seven (7) consecutive days, then the party experiencing such condition shall deliver immediate written notice to the other party which may then elect to: (1) terminate the affected service requested or any part thereof; or (2) suspend the affected service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Until written notice is delivered of the force majeure conditions, the other party shall be deemed to have elected option 2.

ARTICLE 18: CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees, subconsultants and subcontractors, if appropriate, any data and information not previously known to and generated by CONSULTANT or furnished to CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public

domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with any order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 19: LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT or anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CONSULTANT or CONSULTANT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CONSULTANT under this Agreement.

CONSULTANT'S goal is to provide you with the answers to your questions regarding what lies below the surface. CONSULTANT employs state of the art electromagnetic signal tracing and radar imaging technologies. However, CLIENT acknowledges that no method of locating underground structures or utilities can ever guarantee 100% accuracy or completeness. CLIENT further acknowledges that, in certain circumstances, CONSULTANT'S results will be based, in part, upon the quality of the data provided by CLIENT, and that the decision to proceed with drilling excavation or any destructive methods is left entirely up to the CLIENT.

CONSULTANT will not accept liability for inaccurate data provided by CLIENT and CLIENT agrees to release and indemnify CONSULTANT and its agents and representatives from all losses and damages asserted by CLIENT or third parties which arise from the negligence, carelessness or other misconduct by CLIENT in providing data or in CLIENT'S interpretation of data.

It is the CLIENT'S responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clean and free of obstructions. Delays caused by CLIENT'S failure to do so shall not be the responsibility of CONSULTANT and may result in an increased price.

ARTICLE 20: STATUTE OF LIMITATIONS

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder must be brought within twelve (12) months from the date of substantial completion of the Scope of Services, unless CONSULTANT'S services shall be terminated earlier, in which case the date of termination of this Agreement shall be used as the accrual date.

ARTICLE 21: EXCLUDED SERVICES

Other services available from CONSULTANT and applicable to the project have been made known and explained to the CLIENT. Where CONSULTANT has deemed a service needed or advisable, CONSULTANT had made this opinion known to the CLIENT and the CLIENT

has confirmed his or her opinion that such services are not requested of CONSULTANT and/or that the CLIENT has made or shall make arrangements to obtain those services from a source other than CONSULTANT.

The CLIENT hereby agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S failure to perform a service referenced above and excluded at the CLIENT'S direction.

ARTICLE 22: INFORMATION PROVIDED BY OTHERS

CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to CONSULTANT such information as is available to the CLIENT and the CLIENT'S consultants and contractors, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for CONSULTANT to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and its subconsultants harmless from any claim, liability, or cost including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to CONSULTANT.

ARTICLE 23: RIGHT TO RETAIN CONSULTANTS

CONSULTANT may retain the services of subconsultants when, in CONSULTANT'S sole opinion, it is appropriate and/or customary to do so. CONSULTANT'S use of other consultants shall not be unreasonably restricted by the CLIENT provided that CONSULTANT notifies the CLIENT in advance.

ARTICLE 24: CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT'S signing any such certification.

ARTICLE 25: CORPORATE PROTECTION

It is intended by the parties of this Agreement that CONSULTANT'S services in connection with the project shall not subject CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CONSULTANT, a Connecticut corporation, and not against any of CONSULTANT'S employees, officers, or directors.

ARTICLE 26: WASTE DISPOSAL

It shall be the responsibility of the CLIENT to make arrangements for the transportation and disposal of any and

all hazardous and/or contaminated wastes generated as a result of the work required under this Agreement. Samples obtained for laboratory analysis will be returned to the CLIENT for disposal upon completion of analytical testing. In addition, it will be the responsibility of the CLIENT to sign any hazardous waste manifests required for the proper transportation and disposal of these wastes.

ARTICLE 27: BURIED UTILITIES AND OTHER SUBSURFACE FEATURES

CONSULTANT will make reasonable efforts to obtain information from "Call Before You Dig" and local authorities concerning subsurface features at the project site. The CLIENT will furnish any and all available information to CONSULTANT concerning any buried utilities or subsurface features. Prior to the commencement of the project, CONSULTANT will obtain the CLIENT'S approval for all proposed subsurface penetration locations. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any damage, liability, or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury, or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the CLIENT or from inaccuracy of information provided to CONSULTANT by the CLIENT, except for damages caused by the sole negligence of CONSULTANT in his or her use of CLIENT furnished information.

ARTICLE 28: PUBLIC RESPONSIBILITY

The CLIENT recognizes that both the CLIENT and CONSULTANT owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations, and ordinances, principally to protect public health and safety. CONSULTANT will do his or her best to alert the CLIENT to any matter that requires the CLIENT'S immediate action to protect public health and safety or conform to applicable codes, standards, regulations, or ordinances. Should the CLIENT decide to disregard CONSULTANT'S recommendations in these respects, the CLIENT agrees that CONSULTANT has the right to employ his or her best judgment in deciding whether or not to notify public health officials or take other appropriate action. The CLIENT agrees that CONSULTANT shall not be held liable in any respect for reporting or failing to report said conditions. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S notifying, or failure to notify, public officials.

ARTICLE 29: REUSE AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, designs, analyses and all other materials resulting from CONSULTANT'S efforts are intended solely for the purpose of the AGREEMENT; any reuse by CLIENT or others for purposes outside of this Agreement or any failure to follow CONSULTANT'S recommendations, without CONSULTANT'S written permission, shall be at the user's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S subconsultants and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out or

resulting therefrom. All reports, field notes, calculations, estimates, specifications and other documents of whatever kind which are prepared, as instruments of service, shall remain CONSULTANT'S property and CONSULTANT shall retain the intellectual property rights to such material.

ARTICLE 30: TERMINATION

This Agreement may be terminated by either party by ten (10) days' written notice to the other party without cause; by mutual written agreement of the parties; or by either party on one days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CLIENT shall within thirty (30) days pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

Notice of termination shall be given by the terminating party by hand delivery or by mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be computed from the date of receipt of notice.

ARTICLE 31: SUCCESSORS AND ASSIGNS

The CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

CONSULTANT shall not assign, or transfer any rights or obligations under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the prior written consent of the CLIENT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and CONSULTANT.

ARTICLE 32: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral, or purchase order terms and conditions for this Project.

No change, alteration or modification of this Agreement shall be binding upon either party hereto, unless the same is in writing and is signed by a duly authorized officer or representative of such party.

ARTICLE 33: NOTICES

Any notice required under this Agreement will be in writing addressed to the appropriate party at the address which appears on the Proposal Letter (as may be modified from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

ARTICLE 34: SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

ARTICLE 35: INSURABILITY

CLIENT and CONSULTANT agree it is essential that CONSULTANT'S applicable insurance coverage apply to the project involved, for protection of CLIENT, CONSULTANT, and any appropriate third parties that may be involved. Accordingly, CONSULTANT shall have this Agreement reviewed for insurability. Any element of this Agreement which is not insurable or whose insurability is questionable shall be considered null and void, and CLIENT and CONSULTANT shall work together in good faith to replace any such element with another of similar intent, whose insurability is not in question. Should CLIENT require any special coverage, policy, amendment, or rider in order to attain insurability or for any other purpose, CLIENT shall pay the additional cost, if any, thereof.

ARTICLE 36: GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Connecticut.

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 27, 2024

SUBJECT: Purchase one pickup truck with equipment from Tasca Ford, utilizing the State of Connecticut, Department of Administrative Services Contract # 19PSX0161

Summary of Agenda Item:

Town Council and Board of Finance approved funding to purchase vehicles within the 2025 Capital Plan listed under #1 priority in January 2024. This pickup is part of that FY25 capital request. The purchase if, approved, will be purchased utilizing State of Connecticut, Department of Administrative Services (DAS) Contract # 19PSX0161 from Tasca Ford of Berlin CT.

The truck will be delivered complete with snow plow and waring lights. The equipment will be installed at Hartford Truck under the same DAS contract. The cost of the vehicle and equipment is \$66,014.90. Jim Simons is also requesting a 5% contingency bringing the total cost to \$69,314.90.

Funding:

Funding is located in the Vehicle Reserve account# 001.20.2035.0.54000.00012

Funding is located in the Vehicle Reserve account# 500.05.0507.0.54000.00012

Action Needed:

Move to approve the purchase of one Pickup truck with equipment from Tasca Ford, utilizing the State of Connecticut, Department of Administrative Services Contract # 19PSX0161 for an amount not to exceed \$69,314.90.

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 27-Mar-24

Purchase Item or Contract: Garage		Requested by: J. Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Pickup truck	\$67,877.00	\$67,877.00
			-
			-
			-
			-
TOTAL			\$67,877.00

Account No. 001.20.2035.0.54000.00012

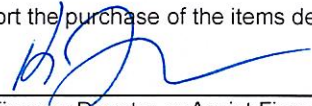
Budgeted Amount.....	\$509,000.00	Available balance.....	\$67,877.00
Encumbrances to Date.....	\$441,123.00	Amount Needed for This Package.....	\$67,877.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

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

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 27, 2024

SUBJECT: Move to waive the Town's purchasing requirements and purchase of one 2024 Ford Maverick from Tasca Ford of Berlin CT.

Summary of Agenda Item:

Town Council and Board of Finance approved funding to purchase vehicles within the 2025 Capital Plan listed under #1 priority in January 2024. This pickup is part of that FY25 capital request as an Administration vehicle.

Unfortunately, there are no state or federal purchasing agreements for this model vehicle. Jim Simons, Fleet Manager, developed specifications, and received three quotes, they are as follows;

- Tasca Ford, Berlin CT. \$30,525 (lowest price)
- Monaco Ford, Glastonbury CT. \$32,326
- Gengras Ford, Plainville CT. \$32,405

Jim Simons is recommending the Town purchase one 2024 Ford maverick from Tasca Ford.

Funding:

Funding is located in the Vehicle Reserve account# 001.20.2035.0.54000.00012

Funding is located in the Vehicle Reserve account# 500.05.0507.0.54000.00012

Action Needed:

Move to waive the Town's purchasing requirements for the purchase of one 2024 Ford Maverick from Tasca Ford of Berlin CT, for an amount not to exceed \$30,525 as this is in the Town's best interest.

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 1-Apr-24

Purchase Item or Contract: Garage		Requested by: J. Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Ford Maverick	\$30,525.00	\$30,525.00
			-
			-
			-
			-
TOTAL			\$30,525.00

Account No. 001.20.2035.0.54000.00012

Budgeted Amount.....	\$509,000.00	Available balance.....	\$30,525.00
Encumbrances to Date.....	\$478,475.00	Amount Needed for This Package.....	\$30,525.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

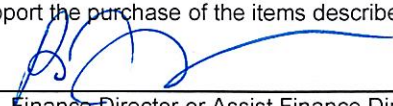
Is a budget change needed? ☐ Yes ☒ No

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:

☐ 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. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 15, 2024

SUBJECT: Catch Basin Cleaning Contract Extension

SUMMARY:

Shaw Vac Services, LLC of Plantsville, CT (Shaw Vac) was awarded Contract No. 2023-19 for catch basin cleaning services through a public bidding process last year. The original contract term was through December 31, 2023, with a rate of \$26.50 per catch basin cleaned. The Request for Proposal allowed for extending the contract term up to two additional years, if mutually agreeable to both the Town and Contractor. Shaw Vac submitted the attached request to extend their existing contract for an additional two years. Staff conducted a comparison of Shaw Vac's proposed increased rates for the extension period against those submitted in response to the Capitol Region Council of Governments (CRCOG) Bid No. 757 for this year. Shaw Vac's rates for the extended contract are proposed at \$27.00 per basin for 2024 and \$27.50 per basin for 2025, which are less than CRCOG's lowest bid of \$29.00 per basin (see attached bid tabulation). Given the competitive pricing and Shaw Vac's track record of reliable and effective service, Staff recommend extending the contract with Shaw Vac for an additional two years, through December 31, 2025.

FUNDING:

Funding for these services will be provided from available funds in the Highway Catch Basin Cleaning Account Number 001.20.2037.0.53812.00000, and it is estimated that a maximum of \$60,000.00 will be utilized to clean approximately 2,300 catch basins, per year.

ACTION NEEDED:

Move to approve a two-year extension of Contract No. 2023-19 with Shaw Vac Services, LLC of Plantsville, CT for the purpose of Catch Basin Cleaning at the unit price of \$27.00 per basin during 2024, and \$27.50 per basin during 2025, as this is in the best interest of the Town.

ATTACHMENTS:

- 1) Extension Request Letter from Shaw Vac Service, LLC (dated 03/13/24)
- 2) Catch Basin Cleaning Results CRCOG Bid # 757

PREPARED BY:

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

MSA

Shaw Vac Service, LLC

4 Lois Ave
Plantsville, CT 06479
March 12, 2024

Town Of Berlin CT
240 Kensington Rd
Berlin, CT 06037

Ref. Bid 2023-19 Catch Basins

Per your request I can provide catch basin cleaning to the town of Berlin for 2024 at a rate of \$27.00 per basin and 2025 a rate of \$27.50 per basin. We look forward to offering you the same level of service that we have given the town of Berlin in the past.

Thank you.

Tom Shaw
Shaw Vac Service LLC
860-621-3535
860-877-0377--Cell

Tom Shaw 3-13-24

[illegible]

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: March 20, 2024
SUBJECT: Asphalt Pavement Crack Sealing

SUMMARY:

The Public Works Department is preparing to commence with its annual roadway maintenance program for the 2024 Construction Season. In an effort to help preserve the life of existing, relatively newer roads, a contractor is retained to crack-fill roads that are beginning to deteriorate and show evidence of alligator, transverse and longitudinal cracking. Public Works reviewed the Capitol Region Council of Governments (CRCOG) contract for Crack Sealing Materials (#751), and this contract provides economical pricing for the use of several blends of asphalt mixtures to be used, dependent upon the existing roadway conditions. Therefore, Staff are requesting to utilize CRCOG Contract #751, and select the most cost-effective and responsible contractor to perform asphalt pavement crack sealing services throughout the community. Contract #751 is valid through September 30, 2024.

FUNDING:

Funding for these projects will be provided from the Road & Bridge Improvement Account Number 140.20.2037.0.54000.00510 in the amount of \$50,000.00.

ACTION NEEDED:

Move to authorize the Town Manager to enter into a unit price contract to purchase Asphalt Pavement Crack Filling Services utilizing CRCOG Contract #751 with the most cost-effective and qualified contractor.

ATTACHMENTS:

- 1) Sufficiency of Funds
- 2) Bid results from CRCOG Contract Award #751

PREPARED BY:

James P. Horbal, Deputy Director of Public Works





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 21-Mar-24

Purchase Item or Contract: Asphalt pavement crack sealing		Requested by: Jim Horbal	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Asphalt pavement crack sealing	\$50,000.00	\$50,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$50,000.00

Account No. 140.20.2037.0.54000.00510 Road & Bridge Improvement

Budgeted Amount.....	\$462,833.24	Available balance.....	\$134,913.64
Encumbrances to Date.....	\$61,205.30	Amount Needed for This Package.....	\$50,000.00
Expenditures to Date.....	\$266,714.30	Available Balance After Purchase.....	\$84,913.64

Is a budget change needed? ☐ Yes ☒ No

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

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

Finance Director or Assist. Finance Director

or:

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

Finance Director or Assist. Finance Director

— **Asphalt Pavement Crack Sealing (Bid #751)**

Contract Period: 10/1/23 – 9/30/2024

Excel Bid Table

- **751 APCS RESULTS – Excel Bid Table**

.Zip File of all Submissions

- 751 APCS – All Submissions Full Bid Tab Zip File

Terms, Conditions, and Specifications

- 751 Asphalt Crack Sealing ITB
- 751 APCS Opportunity QA Answers

[illegible]

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: March 20, 2024
SUBJECT: Traffic Guidelines - Street Line Painting Bid Award

SUMMARY:

The Public Works Department is preparing contract work to provide for pavement markings in conjunction with the 2024 road reconstruction season. Staff has chosen to utilize established unit prices offered through the contracting efforts of the Capitol Region Council of Governments (CRCOG). CRCOG Contract #755 entitled "Traffic Guidelines" secures pricing for various pavement marking strategies that can be utilized throughout the community. CRCOG Contract #755 pricing is valid through December 31, 2024. Due to variations in the type of markings and unit prices between vendors, we will select the most cost effective and responsible Contractor to perform and complete the task at hand.

FUNDING:

Funding is available from three accounts: 001.20.2036.0.53949.00000 (Public Works Street Lining), 140.20.2037.0.54000.00515 (Capital Items – Bonded Road Improvements), and 140.20.2037.0.54000.00510 (Grant Road Account).

ACTION NEEDED:

Move to authorize the Town Manager to enter into a unit price contract to purchase street line painting services (utilizing CRCOG Contract #755) with the most cost- effective and qualified Contractor.

ATTACHMENT:

CRCOG Bid Tabulations Contract #755

PREPARED BY:

James P. Horbal, Deputy Director of Public Works

	Atlntc Pavmnt Mrkng		K5 CORPORATION		Safety Marking LLC	
Total Cost	\$225,030.54		\$831,402.82		\$959,387.17	
Selected #	0		0		0	
Selected (\$)	\$ 0		\$ 0		\$ 0	
# WestHartfor	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
1 4" Single Yellow or White Lines (in Linear Feet) (7)						
# 30000	No Bid	No Bid	\$ 0.4	\$ 71,600.0	\$ 0.398	\$ 71,242.0
#1-2	\$ 0.069	\$66,127.67	\$ 0.074	\$70,919.53	\$ 0.095	\$ 91,045.34
#1-3	\$ 0.069	\$1,518.00	\$ 0.074	\$ 1,628.0	\$ 0.095	\$ 2,090.0
#1-4	\$ 0.069	\$ 0.0	\$ 0.085	\$ 0.0	No Bid	No Bid
#1-5	No Bid	No Bid	\$ 1	\$ 0	\$ 1.2	\$ 0.0
#1-6	No Bid	No Bid	\$ 2.5	\$ 0.0	\$ 4.15	\$ 0.0
#1-7	No Bid	No Bid	\$ 1.25	\$ 0.0	\$ 1.5	\$ 0.0
2 Double Yellow Lines (Measure as a pair of 4" lines) (in Linear Feet) (7)						
# 15000	No Bid	No Bid	\$ 0.8	\$ 115,600.0	\$ 0.75	\$ 108,375.0
#2-2	\$ 0.116	\$ 144,740.16	\$ 0.14	\$174,686.40	\$ 0.159	\$ 198,393.84
#2-3	\$ 0.116	\$2,760.80	\$ 0.14	\$3,332.00	\$ 0.159	\$3,784.20
#2-4	\$ 0.116	\$ 0.0	\$ 0.16	\$ 0.0	No Bid	No Bid
#2-5	No Bid	No Bid	\$ 1.9	\$ 0.0	\$ 2.4	\$ 0.0
#2-6	No Bid	No Bid	\$ 4.5	\$ 0.0	\$ 8.3	\$ 0.0
#2-7	No Bid	No Bid	\$ 2.5	\$ 0.0	\$ 3	\$ 0
3 White Skip Lines; 15' segment & 30" skip (in Linear Feet) (7)						
# 5000	No Bid	No Bid	\$ 0.4	\$2,400.00	\$ 0.398	\$2,388.00
#3-2	\$ 0.075	\$ 0.0	\$ 0.074	\$ 0.0	\$ 0.095	\$ 0.0
#3-3	\$ 0.075	\$ 0.0	\$ 0.074	\$ 0.0	\$ 0.095	\$ 0.0
#3-4	\$ 0.075	\$ 0.0	\$ 0.085	\$ 0.0	No Bid	No Bid
#3-5	No Bid	No Bid	\$ 1	\$ 0	\$ 1.2	\$ 0.0
#3-6	No Bid	No Bid	\$ 2.5	\$ 0.0	\$ 4.15	\$ 0.0
#3-7	No Bid	No Bid	\$ 1.25	\$ 0.0	\$ 1.5	\$ 0.0
4 Yellow or white dotted lines 2'segment and 4' skip (in Linear Feet) (1)						
#4-1	No Bid	No Bid	\$ 0.4	\$400.00	\$ 0.398	\$398.00
5 Single Arrows: Thru Arrows 12.5 s.f.; Turn Arrows 15.5 s.f. (in Square Feet) (7)						
# 500	No Bid	No Bid	\$ 5.5	\$13,750.00	\$ 5.8	\$14,500.00
#5-2	\$ 1.25	\$ 0.0	\$ 2	\$ 0	\$ 1.5	\$ 0.0
#5-3	\$ 1.25	\$ 0.0	\$ 2	\$ 0	\$ 1.5	\$ 0.0
#5-4	\$ 1.25	\$ 7.5	\$ 2	\$ 12	No Bid	No Bid
#5-5	No Bid	No Bid	\$ 6	\$ 0	\$ 5.95	\$ 0.0
#5-6	No Bid	No Bid	\$ 8.5	\$ 0.0	No Bid	No Bid
#5-7	No Bid	No Bid	\$ 4	\$ 0	No Bid	No Bid
6 Combination Arrows - Two Way 27 s.f.; Three Way 28.5 s.f. (in Square Feet) (7)						
# 200	No Bid	No Bid	\$ 5.5	\$ 7,700.0	\$ 5.8	\$ 8,120.0
#6-2	\$ 1.25	\$ 0.0	\$ 2	\$ 0	\$ 1.5	\$ 0.0
#6-3	\$ 1.25	\$ 0.0	\$ 2	\$ 0	\$ 1.5	\$ 0.0
#6-4	\$ 1.25	\$ 0.0	\$ 2	\$ 0	No Bid	No Bid
#6-5	No Bid	No Bid	\$ 6	\$ 0	\$ 5.95	\$ 0.0
#6-6	No Bid	No Bid	\$ 8.5	\$ 0.0	No Bid	No Bid

#6-7	No Bid	No Bid	\$ 4	\$ 0	No Bid	No Bid
7 Parking Stalls 4" wide (in Square Feet) (7)						
# 500	No Bid	No Bid	\$ 9	\$ 9,000.0	\$ 9	\$ 9,000.0
#7-2	\$ 1.35	\$ 0.0	\$ 1.5	\$ 0.0	\$ 1.5	\$ 0.0
#7-3	\$ 1.35	\$ 0.0	\$ 1.5	\$ 0.0	\$ 1.5	\$ 0.0
#7-4	\$ 1.35	\$ 0.0	\$ 1.5	\$ 0.0	No Bid	No Bid
#7-5	No Bid	No Bid	\$ 9	\$ 0	\$ 9	\$ 0
#7-6	No Bid	No Bid	\$ 9	\$ 0	\$ 11.95	\$ 0.0
#7-7	No Bid	No Bid	\$ 4	\$ 0	\$ 4.5	\$ 0.0
8 Parallel T-Bar (in Square Feet) (7)						
# 500	No Bid	No Bid	\$ 9	\$ 9,000.0	\$ 9	\$ 9,000.0
#8-2	\$ 1.35	\$ 0.0	\$ 1.5	\$ 0.0	\$ 1.5	\$ 0.0
#8-3	\$ 1.35	\$ 0.0	\$ 1.5	\$ 0.0	\$ 1.5	\$ 0.0
#8-4	\$ 1.35	\$ 0.0	\$ 1.5	\$ 0.0	No Bid	No Bid
#8-5	No Bid	No Bid	\$ 9	\$ 0	\$ 9	\$ 0
#8-6	No Bid	No Bid	\$ 9	\$ 0	\$ 11.95	\$ 0.0
#8-7	No Bid	No Bid	\$ 4	\$ 0	\$ 4.5	\$ 0.0
9 Crosswalks 6 inch (in Square Feet) (7)						
#9-1	No Bid	No Bid	\$ 4	\$ 0	\$ 4.15	\$ 0.0
#9-2	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#9-3	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#9-4	\$ 0.92	\$ 184.0	\$ 0.9	\$ 180.0	No Bid	No Bid
#9-5	No Bid	No Bid	\$ 4.5	\$ 0.0	\$ 4.25	\$ 0.0
#9-6	No Bid	No Bid	\$ 8	\$ 0	\$ 11.95	\$ 0.0
#9-7	No Bid	No Bid	\$ 6	\$ 0	\$ 4.5	\$ 0.0
1 Crosswalks 12 inch (in Square Feet) (7)						
# 1000	No Bid	No Bid	\$ 4	\$ 12,800.0	\$ 4.15	\$ 13,280.00
#10-2	\$ 0.92	\$ 3,680.0	\$ 0.9	\$ 3,600.0	\$ 0.99	\$ 3,960.0
#10-3	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#10-4	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	No Bid	No Bid
#10-5	No Bid	No Bid	\$ 4.5	\$ 0.0	\$ 4.25	\$ 0.0
#10-6	No Bid	No Bid	\$ 8	\$ 0	\$ 11.95	\$ 0.0
#10-7	No Bid	No Bid	\$ 6	\$ 0	\$ 4.5	\$ 0.0
1 Crosswalk 12 inch with crosshatch (in Square Feet) (7)						
#11-1	No Bid	No Bid	\$ 4	\$ 0	\$ 4.15	\$ 0.0
#11-2	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#11-3	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#11-4	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	No Bid	No Bid
#11-5	No Bid	No Bid	\$ 4.5	\$ 0.0	\$ 4.25	\$ 0.0
#11-6	No Bid	No Bid	\$ 8	\$ 0	\$ 11.95	\$ 0.0
#11-7	No Bid	No Bid	\$ 6	\$ 0	\$ 4.5	\$ 0.0
1 Standard Crosswalk with 16" wide bars (in Square Feet) (7)						
# 8000	No Bid	No Bid	\$ 4	\$ 112,000.0	\$ 4.15	#####
#12-2	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#12-3	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#12-4	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	No Bid	No Bid
#12-5	No Bid	No Bid	\$ 4.5	\$ 0.0	\$ 4.25	\$ 0.0

#12-6	No Bid	No Bid	\$ 8	\$ 0	\$ 11.95	\$ 0.0
#12-7	No Bid	No Bid	\$ 6	\$ 0	\$ 4.5	\$ 0.0

1 School/Elderly Standard Crosswalks with 2' wide bars (in Square Feet) (7)

#13-1	No Bid	No Bid	\$ 4	\$ 0	\$ 4.15	\$ 0.0
#13-2	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#13-3	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	\$ 0.99	\$ 0.0
#13-4	\$ 0.92	\$ 0.0	\$ 0.9	\$ 0.0	No Bid	No Bid
#13-5	No Bid	No Bid	\$ 4.5	\$ 0.0	\$ 4.25	\$ 0.0
#13-6	No Bid	No Bid	\$ 8	\$ 0	\$ 11.95	\$ 0.0
#13-7	No Bid	No Bid	\$ 6	\$ 0	\$ 4.5	\$ 0.0

1 Miscellaneous Detail (in Square Feet) (7)

# 2000	No Bid	No Bid	\$ 6	\$ 15,600.0	\$ 5.95	\$ 15,470.0
#14-2	\$ 1.2	\$ 0.0	\$ 1.4	\$ 0.0	\$ 1.45	\$ 0.0
#14-3	\$ 1.2	\$ 0.0	\$ 1.4	\$ 0.0	\$ 1.45	\$ 0.0
#14-4	\$ 1.2	\$ 0.0	\$ 1.4	\$ 0.0	No Bid	No Bid
#14-5	No Bid	No Bid	\$ 6	\$ 0	\$ 4.25	\$ 0.0
#14-6	No Bid	No Bid	\$ 9.5	\$ 0.0	\$ 11.95	\$ 0.0
#14-7	No Bid	No Bid	No Bid	No Bid	\$ 4.95	\$ 0.0

1 Railroad Crossing (20' x 8' x 16": 67.5 s.f.) (in Square Feet) (7)

#15-1	No Bid	No Bid	\$ 6.5	\$ 4,387.5	\$ 6.25	\$ 4,218.75
#15-2	\$ 1.3	\$ 520.0	\$ 1.85	\$ 740.0	\$ 1.85	\$ 740.0
#15-3	\$ 1.3	\$ 0.0	\$ 1.85	\$ 0.0	\$ 1.85	\$ 0.0
#15-4	\$ 1.3	\$ 0.0	\$ 1.85	\$ 0.0	No Bid	No Bid
#15-5	No Bid	No Bid	\$ 6.5	\$ 0.0	\$ 6.25	\$ 0.0
#15-6	No Bid	No Bid	\$ 15	\$ 0	\$ 4.25	\$ 0.0
#15-7	No Bid	No Bid	\$ 10	\$ 0	\$ 4.95	\$ 0.0

1 Bicycle Path Diamonds (4 sides each measuring 3' x 6") (in Square Feet) (7)

#16-1	No Bid	No Bid	\$ 80	\$ 1,600.0	\$ 85	\$ 1,700.0
#16-2	\$ 7	\$ 0	\$ 20	\$ 0	\$ 18	\$ 0
#16-3	\$ 7	\$ 0	\$ 20	\$ 0	\$ 18	\$ 0
#16-4	\$ 7	\$ 0	\$ 20	\$ 0	No Bid	No Bid
#16-5	No Bid	No Bid	\$ 6.5	\$ 0.0	\$ 95	\$ 0
#16-6	No Bid	No Bid	\$ 15	\$ 0	No Bid	No Bid
#16-7	No Bid	No Bid	\$ 12	\$ 0	No Bid	No Bid

1 Stenciling (letters and numbers) (in Square Feet) (7)

# 150	No Bid	No Bid	\$ 10	\$ 3,500.0	\$ 125	\$ 43,750.0
#17-2	\$ 25	\$ 0	\$ 2	\$ 0	\$ 25	\$ 0
#17-3	\$ 25	\$ 0	\$ 2	\$ 0	\$ 25	\$ 0
#17-4	\$ 25	\$ 0	\$ 2	\$ 0	No Bid	No Bid
#17-5	No Bid	No Bid	\$ 20	\$ 0	No Bid	No Bid
#17-6	No Bid	No Bid	\$ 20	\$ 0	No Bid	No Bid
#17-7	No Bid	No Bid	\$ 15	\$ 0	No Bid	No Bid

1 Bicycle Symbol with Arrow (Each) (7)

# 200	No Bid	No Bid	\$ 150	\$ 55,500.0	\$ 150	\$ 55,500.0
#18-2	\$ 75	\$ 0	\$ 85	\$ 0	\$ 70	\$ 0
#18-3	\$ 75	\$ 0	\$ 85	\$ 0	\$ 70	\$ 0
#18-4	\$ 75	\$ 0	\$ 85	\$ 0	No Bid	No Bid

#18-5	No Bid	No Bid	\$ 450	\$ 0	No Bid	No Bid
#18-6	No Bid	No Bid	\$ 490	\$ 0	No Bid	No Bid
#18-7	No Bid	No Bid	\$ 350	\$ 0	No Bid	No Bid

1 Curbs (in Linear Feet) (7)

#19-1	No Bid	No Bid	\$ 3.5	\$ 0.0	\$ 3.95	\$ 0.0
#19-2	\$ 0.45	\$ 0.0	\$ 0.48	\$ 0.0	\$ 0.48	\$ 0.0
#19-3	\$ 0.45	\$ 0.0	\$ 0.48	\$ 0.0	\$ 0.48	\$ 0.0
#19-4	\$ 0.45	\$ 0.0	\$ 0.48	\$ 0.0	No Bid	No Bid
#19-5	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#19-6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#19-7	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

2 Handicapped Stencils (Each) (7)

# 20	No Bid	No Bid	\$ 100	\$ 2,500.0	\$ 89	\$ 2,225.0
#20-2	\$ 28	\$ 0	\$ 30	\$ 0	\$ 30	\$ 0
#20-3	\$ 28	\$ 0	\$ 30	\$ 0	\$ 30	\$ 0
#20-4	\$ 28	\$ 0	\$ 30	\$ 0	No Bid	No Bid
#20-5	No Bid	No Bid	\$ 200	\$ 0	No Bid	No Bid
#20-6	No Bid	No Bid	\$ 250	\$ 0	No Bid	No Bid
#20-7	No Bid	No Bid	\$ 200	\$ 0	No Bid	No Bid

2 Removal of Markings (in Square Feet) (7)

# 5000	No Bid	No Bid	\$ 1.25	\$ 12,500.0	\$ 2	\$ 20,000.0
#21-2	\$ 2.5	\$ 500.0	\$ 1.25	\$ 250.0	\$ 2	\$ 400
#21-3	\$ 2.5	\$ 0.0	\$ 1.25	\$ 0.0	\$ 2	\$ 0
#21-4	\$ 2.5	\$ 0.0	\$ 1.25	\$ 0.0	No Bid	No Bid
#21-5	No Bid	No Bid	\$ 2	\$ 0	No Bid	No Bid
#21-6	No Bid	No Bid	\$ 2	\$ 0	No Bid	No Bid
#21-7	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

2 12" stop bars (in Square Feet) (8)

# 3000	No Bid	No Bid	\$ 8	\$ 32,480.0	\$ 8.5	\$ 34,510.0
#22-2	\$ 1.05	\$ 735.0	\$ 1.4	\$ 979.99999999	\$ 1.5	\$ 1,050.0
#22-3	\$ 1.05	\$ 0.0	\$ 1.4	\$ 0.0	\$ 1.5	\$ 0.0
#22-4	\$ 1.05	\$ 0.0	\$ 1.4	\$ 0.0	No Bid	No Bid
#22-5	No Bid	No Bid	\$ 7.5	\$ 0.0	\$ 7.85	\$ 0.0
#22-6	No Bid	No Bid	\$ 9	\$ 0	\$ 11.95	\$ 0.0
#22-7	No Bid	No Bid	\$ 4	\$ 0	\$ 4.5	\$ 0.0
#22-8	No Bid	No Bid	\$ 4	\$ 4,000.0	No Bid	No Bid

2 Sharrows (Each) (7)

# 20	No Bid	No Bid	\$ 150	\$ 21,000.0	\$ 150	\$ 21,000.0
#23-2	\$ 75	\$ 0	\$ 80	\$ 0	\$ 70	\$ 0
#23-3	\$ 75	\$ 0	\$ 80	\$ 0	\$ 70	\$ 0
#23-4	\$ 75	\$ 0	\$ 80	\$ 0	No Bid	No Bid
#23-5	No Bid	No Bid	\$ 450	\$ 0	No Bid	No Bid
#23-6	No Bid	No Bid	\$ 500	\$ 0	No Bid	No Bid
#23-7	No Bid	No Bid	\$ 350	\$ 0	No Bid	No Bid

2 Yield Bar (Each) (1)

#24-1	No Bid	No Bid	\$ 150	\$ 15,000.0	\$ 129	\$ 12,900.0
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2 White Skip Lines; 10' segment & 30' skip (7)

#25-1	No Bid	No Bid	\$ 0.4	\$ 800.0	\$ 0.398	\$ 796.0
#25-2	\$ 0.075	\$ 257.4	\$ 0.075	\$ 257.4	\$ 0.095	\$ 326.04
#25-3	\$ 0.075	\$ 0.0	\$ 0.075	\$ 0.0	\$ 0.095	\$ 0.0
#25-4	\$ 0.075	\$ 0.0	\$ 0.085	\$ 0.0	No Bid	No Bid
#25-5	No Bid	No Bid	\$ 1	\$ 0	\$ 1.2	\$ 0.0
#25-6	No Bid	No Bid	\$ 2.5	\$ 0.0	\$ 11.95	\$ 0.0
#25-7	No Bid	No Bid	\$ 1.25	\$ 0.0	\$ 4.5	\$ 0.0
2 80 MIL Pavement Marking Grooves 5" Wide (1)						
# 5000	No Bid	No Bid	\$ 0.6	\$ 3,000.0	\$ 0.55	\$ 2,750.0
2 80 MIL Pavement Marking Grooves 7" Wide (1)						
#27-1	No Bid	No Bid	\$ 0.8	\$ 0.0	\$ 0.78	\$ 0.0
2 80 MIL Pavement Marking Grooves 9" Wide (1)						
#28-1	No Bid	No Bid	\$ 1	\$ 0	\$ 0.94	\$ 0.0
2 80 MIL Pavement Marking Grooves 13" Wide (1)						
#29-1	No Bid	No Bid	\$ 1.2	\$ 0.0	\$ 1.19	\$ 0.0
3 Additional Items (4)						
# 0	No Bid	No Bid	\$ 4	\$ 9,600.0	\$ 17	\$ 40,800.0
# 10000	No Bid	No Bid	\$ 0.58	\$ 11,600.0	\$ 0.48	\$ 9,600.0
# 2500	No Bid	No Bid	\$ 9	\$ 22,500.0	\$ 11.95	\$ 29,875.0
# 50	\$ 80	\$ 4,000.0	\$ 100	\$ 5,000.0	\$ 200	\$ 10,000.0

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: April 1, 2024
SUBJECT: Miscellaneous Concrete Sidewalks Contract #2022-36 Extension

SUMMARY:

William Laydon Construction of North Haven, CT (Laydon Construction) was awarded Contract No. 2022-36 through a public bid in June of 2022. This contract establishes unit prices for activities associated with repair/replacement and/or new construction of sidewalks throughout Town. The contract specifications allow Public Works (and other departments) to coordinate and supervise sidewalk construction as funding sources become available. The original contract term was through December 31, 2023. Staff utilized these unit rates through the last half of 2022 and throughout 2023. Laydon Construction submitted the attached request to extend Contract #2022-36 by one year (through December 31, 2024) with a 4% increase in their unit rates.

As shown on the attached comparison with recent bid results from South Windsor (see 2nd and 3rd attachments), the Town will continue to get very competitive rates for the categories Staff use most (i.e., 5" thick sidewalks, 8" thick sidewalks, and driveway restoration), even with the 4% increase. Given the competitive unit price comparison with South Windsor, and Laydon Construction's successful track record of project completion in Town, Staff recommend extending Contract #2022-36 with Laydon Construction through December 31, 2024.

FUNDING:

Funding will come from various established line-item accounts within the fiscal year 2023/2024 and 2024/2025 departmental budgets.

ACTION NEEDED:

Move to authorize the Town Manager to extend Contract # 2022-36 (Miscellaneous Concrete Sidewalks) with William Laydon Construction of North Haven, CT through December 31, 2024 with a four (4) percent increase in unit prices for concrete sidewalk construction throughout Town.

ATTACHMENTS:

Laydon Extension Request (dated April 1, 2024)
Unit Price Comparison Summary (Annotated March 25, 2024)
South Windsor Bid Tabulation for Miscellaneous Concrete Sidewalks 2024 (1/25/2024)

PREPARED BY:

Michael S. Ahern, P.E.
Director of Public Works/Town Engineer

MSA



310 Quinnipiac Ave
North Haven, CT 06473
203-467-6328
www.LaydonConstruction.com

VIA EMAIL

April 1, 2024

Town of Berlin
240 Kensington Road
Berlin, CT 06037
Attention: Mr. Michael Ahern, P.E.

Dear Mr. Ahern:

We respectfully request to have our current contract (Miscellaneous Concrete Sidewalks – Contract # 2022-36) extended for an additional year until December 31, 2024. We also respectfully request to have a 4% increase in unit pricing.

Please let me know if this is acceptable. We appreciate your business and working in your town.

Yours truly,

Suzanne L. Hopkins

Suzanne L. Hopkins CPA
Treasurer

GENERAL CONTRACTORS

• Asphalt Paving • Parking Areas • Concrete • Road Construction • Excavation • Equipment Rental
WBE/SBE Contractor - Affirmative Action/Equal Opportunity Employer

Town of Berlin
Engineering Department
Bid Tabulation Sheet
6/29/2022'

2:00pm Room 120

Project No. 2022-36

Project Name: MISCELLANEOUS CONCRETE SIDEWALKS

						ANNOTATED MARCH 25, 2024 - BERLIN DPW			
									= Lowest Unit Price
						William M. Laydon Construction of North Haven, CT			South Windsor
						Comparison/Converted (1) Items Berlin			
Item No.	Item	Est. Quant.	Unit	Unit Price	Total	Unit	2023 Unit Price	2024 Unit Price (with 4% inc.)	Lowest 2024 Unit Price (2)
1	For five (5) inch thick reinforced walks, four (4) foot wide, including all fill material as required, and an eight (8) inch thick process stone base	50	LF	\$40.00	\$2,000.00	SF	\$10.00	\$10.40	\$14.15
2	For five (5) inch thick reinforced walks, five (5) foot wide, including all fill material as required, and an eight (8) inch thick processed stone base	50	LF	\$40.00	\$2,000.00	SF	\$8.00	\$8.32	\$14.15
3	For eight (8) inch thick reinforced walks, four (4) foot wide, including all fill material, and an eight (8) inch thick processed stone base	25	LF	\$44.00	\$1,100.00	SF	\$11.00	\$11.44	\$19.00
4	For eight (8) inch thick reinforced walks, five (5) foot wide, including all fill material, and an eight (8) inch thick processed stone base	25	LF	\$44.00	\$1,100.00	SF	\$8.80	\$9.15	\$19.00
5	For the removal of old walk, excavate soil and replace with 8" processed stone and five (5) inch thick reinforced walk, four (4) foot wide	100	LF	\$51.60	\$5,160.00	SF	\$12.90	\$13.42	----
6	For the removal of old walk, excavate soil and replace with eight (8) inch processed stone and eight (8) inch thick reinforced walk in driveway area, four (4) foot wide,	25	LF	\$65.40	\$1,635.00	SF	\$16.35	\$17.00	----
7	For the removal of old walk, excavate soil and replace with eight (8) inch processed stone and five (5) inch thick reinforced walk, five (5) foot wide	100	LF	\$51.60	\$5,160.00	SF	\$10.32	\$10.73	----
8	For the removal of old walk, excavate soil and replace with eight (8) inch processed stone and eight (8) inch thick reinforced walk in driveway area, five (5) foot wide	25	LF	\$65.40	\$1,635.00	SF	\$13.08	\$13.60	----
9	Removal of 6" Bituminous Concrete Curbing	200	LF	\$1.00	\$200.00	LF	\$1.00	\$1.04	----
10	Installation of 6" Bituminous Concrete Curbing	200	LF	\$8.00	\$1,600.00	LF	\$8.00	\$8.32	\$7.00
11	Removal of 6" Bituminous Concrete Curbing, 5' wide grass shoulder & 4' wide Concrete Sidewalk	400	LF	\$2.00	\$800.00				
12	Install 8" Processed Stone Base, 8" Thick reinforced concrete walk 8' w & 6" thick, 6" wide monolithic Concrete Curbing	400	LF	\$126.00	\$50,400.00	SF	\$15.75	\$16.38	\$19.00
13	Installation of Concrete Curbing where ordered complete in place	50	LF	\$44.00	\$2,200.00				
14	For furnishing & installing borrow material compacted in place complete	20	CY	\$2.00	\$40.00				
15	For furnishing & installing bank run gravel compacted in place, complete	20	CY	\$2.00	\$40.00				
16	Permanent pavement restoration of driveways to include 8" processed stone base compacted & 2" Bituminous Concrete where ordered	100	SY	\$61.50	\$6,150.00	SY	\$61.50	\$63.96	\$68.00
17	For restoration of maintained lawns where ordered to include 6" of screened loam & seed fertilization & mulch complete	100	SY	\$3.50	\$350.00				
18	For restoration of non-maintained lawns where ordered to include 3" loam & seed fertilization & mulch complete	100	SY	\$8.50	\$850.00	SY	\$8.50	\$8.84	\$8.00
19	For restoration of maintained lawns where ordered to include 6" of loam & sod	100	SY	\$3.50	\$350.00				
20	For removal of old walk & concrete curb (or bituminous curb) 4' wide	25	LF	\$30.00	\$750.00				
21	For removal of old walk & concrete curb (or bituminous curb) 5' wide	25	LF	\$30.00	\$750.00				
22	For handicapped ramps complete	5	Unit	\$1,300.00	\$6,500.00				
23	For establishment of traffic control flag man per/hr	100	HR	\$35.00	\$3,500.00	HR	\$35.00	\$36.40	\$40.00
24	For establishment of traffic control police officer per/hr	100	HR	\$75.00	\$7,500.00				
Total Bid					\$101,770.00				

Notes

- (1) Berlin's \$/LF unit prices for sidewalks were converted to \$/SF to compare to South Windsor categories.
- (2) Staff selected the lowest unit price for each category in the South Windsor bid summary, and not just the unit prices from the lowest overall bidder.

BID COMPARISONS
1/25/2024

TOTAL OF ALL BID PRICES

40,600.40

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 25, 2024

SUBJECT: Ordinance to Fund the Actuarially Determined Employer Contribution

Summary of Agenda Item:

The Ordinance Committee at its February 6, 2024, meeting voted to recommend to the Council an ordinance that requires the Town to Fund the Actuarially Determined Employer Contribution (ADEC) for each active define benefit pension plan. A public hearing was held on March 19, 2024, to solicit comments from the public.

Funding:

None

Action Needed:

Move to accept an ordinance that requires the Town to Fund the Actuarially Determined Employer Contribution (ADEC) for each active define benefit pension plan.

Attachments:

Proposed language for an ordinance to fund the Actuarially Determined Employer Contribution.

Prepared By:

Arosha Jayawickrema, Town Manager

**Proposed language for an ordinance to fund the Actuarially
Determined Employer Contribution (ADEC):**

Annually, the Town Manager shall use the existing pension actuary or, if none exists, appoint a pension actuary by July 1 of each year to calculate the actuarially determined employer contribution (ADEC) for each active defined benefit pension plan. Each year, the Town Manager, Board of Finance and Town Council shall include each ADEC in the expenditure section of each version of the Town of Berlin General Fund budget.

Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: March 20, 2024
SUBJECT: Small Cities CDBG Grant/ Fair Housing Month

Summary of Agenda Item:

As a recipient of a Small Cities Community Development Block Grant for 2012 Small Cities funding, it is a Department of Economic and Community Development Program requirement that our community actively evidence its commitment to and support for the principles and practices of Fair Housing and Equal Opportunity. April is designated as Fair Housing Month and as such is an ideal time for our community to reaffirm its commitment to Fair Housing and Equal Opportunity. The Town must readopt the Fair Housing Resolution, Fair Housing Policy Statement, Affirmative Action Policy Statement, and Compliance with Title VI of the Civil Rights Act of 1964.

Action Needed:

Move to readopt the Fair Housing Resolution, the Fair Housing Policy Statement, Affirmative Action Policy Statement, and the Compliance with Title VI of the Civil Rights Act of 1964 Statement.

Attachments:

1. Fair Housing Resolution
2. Fair Housing Policy Statement
3. Affirmative Action Policy Statement
4. Compliance with Title VI of the Civil Rights Act of 1964

Prepared By:

Arosha Jayawickrema, Town Manager



TOWN OF BERLIN

Office Of the Town Manager

FAIR HOUSING RESOLUTION

- Whereas, All persons are afforded a right to full and equal housing opportunities in the neighborhood of their choice; and
- Whereas, Federal fair housing laws require that all individuals, regardless of race, color, religion, sex, handicap, familial status or national origin, be given equal access to all housing-related opportunities, including rental and homeownership opportunities, and be allowed to make free choices regarding housing location; and
- Whereas, Connecticut fair housing laws require that all individuals, regardless of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, learning disability, physical or mental disability, sexual orientation, or gender identity or expression be given equal access to all housing-related opportunities, including rental and home ownership opportunities, and be allowed to make free choices regarding housing location; and
- Whereas, The **Town of Berlin** is committed to upholding these laws, and realizes that these laws must be supplemented by an Affirmative Statement publicly endorsing the right of all people to full and equal housing opportunities in the neighborhood of their choice.

NOW THEREFORE, BE IT RESOVED, That the **Town of Berlin** hereby endorses a Fair Housing Policy to ensure equal opportunity for all persons to rent, purchase, obtain financing and enjoy all other housing-related services of their choice on a non-discriminatory basis as provided by state and federal law; and

BE IT FURTHER RESOLVED, That the chief executive officer of the **Town of Berlin** or his/her designated representative is responsible for responding to and assisting any person who alleges to be the victim of an illegal discriminatory housing practice in the **Town of Berlin** and for advising such person of the right to file a complaint with the State of Connecticut Commission on Human Rights and Opportunities (CHRO) or the U.S. Department of Housing and Urban Development (HUD) or to seek assistance from the CT Fair Housing Center, legal services, or other fair housing organizations to protect his or her right to equal housing opportunities.

Adopted by the Town of Berlin on _____.

Aroshta Jayawickrema, Town Manager

Town Seal

240 KENSINGTON ROAD • BERLIN, CT 06037
TELEPHONE (860) 828-7002
FAX (860) 828-7068



TOWN OF BERLIN

Office Of The Town Manager

FAIR HOUSING POLICY STATEMENT

It is the policy of the Town of Berlin to promote fair housing opportunities and to encourage racial and economic integration in all its programs and housing development activities.

Programs funded and administered by the Town of Berlin must comply with the provisions of Section 46a-64c of the C.G.S., and with related state and federal laws and regulations that prohibit discriminatory housing practices.

The Town of Berlin or any subrecipient of the Town will carry out an affirmative marketing program to attract prospective buyers or tenants of all majority or minority groups, without consideration of race, color, religion, sex, national origin, ancestry, creed, sexual orientation, gender identity or expression, marital status, lawful source of income, disability, age or because the individual has children in all programs and housing development activities funded or administered by the Town of Berlin.

The municipality's Town Manager, Aroscha Jayawickrema, is responsible for the enforcement and implementation of this policy. The Town Manager can be reached at 860-828-7002 or by e-mail at ajayawickrema@berlinct.gov.

Complaints pertaining to discrimination in any program funded or administered by the Town of Berlin may be filed with the Town Manager in the Town Manager's Office. The municipality's Grievance Procedure will be utilized in these cases.

Complaints also may be filed with the Commission on Human Rights and Opportunity, Special Enforcement Unit, 21 Grand Street, Hartford, CT 06106, telephone 860-541-3403 within 180 days of the alleged violation by submitting a notarized complaint and/or the Boston Regional Office of FHEO, U.S. Department of Housing and Urban Development, Thomas P. O'Neill, Jr., Federal Building, 10 Causeway Street, Room 321, Boston, MA 02222-1092, telephone (617) 994-8300 or 1-800-827-5005, TTY (617) 565-5453. A complaint may be filed with HUD within one year after an alleged violation. Additionally, an individual may file suite, at his/her expense, in Federal District Court or State Court within two years of an alleged violation. If the individual cannot afford an attorney, the Court may appoint one. A suit can be brought even after filing a complaint, if the complaining party has not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

240 KENSINGTON ROAD • BERLIN, CT 06037

TELEPHONE (860) 828-7002

FAX (860) 828-7068

A copy of this Policy Statement will be given annually to all Town of Berlin employees, and they are expected to fully comply with it. In addition, a copy will be posted throughout Town of Berlin.

Revised 4/10/2024

Date

Arosha Jayawickrema, Town Manager

**THIS STATEMENT IS AVAILABLE IN LARGE PRINT OR ON AUDIO TAPE
BY CONTACTING AROSHA JAYAWICKREMA, 240 KENSINGTON ROAD,
BERLIN, CT 06037 OR BY TELEPHONE AT 860-828-7002.**



TOWN OF BERLIN

Office Of the Town Manager

AFFIRMATIVE ACTION POLICY STATEMENT

As Town Manager of the Town of Berlin, I recognize the need for Affirmative Action and I pledge my commitment to undertake positive actions to overcome the present effects of past practices or barriers to equal employment opportunity and to achieve the full and fair participation of minorities, women, people with disabilities, older persons, and all other protected groups found to be underutilized in the Town of Berlin's work force or affected by policies having an adverse impact. In the spirit of Executive Order 11, signed by Governor Ella Grasso November 21, 1975, and Executive Order 9, signed by Governor William A. O'Neill on January 3, 1984, I further state that the Town of Berlin will comply with the anti-discrimination provisions of the state and federal laws and regulations listed at the end of this section.

I recognize the hiring difficulties experienced by minorities, people with disabilities and by many older persons and, where appropriate, I have set goals to overcome the present effects of past discrimination, if any, to achieve the full and fair utilization of such persons in the work force. I further pledge that the Town of Berlin will affirmatively provide services and programs in a fair and impartial manner.

Where adverse impact is identified, the Town of Berlin will: (1) review its personnel policies and procedures to ensure that barriers, which unnecessarily exclude protected classes and practices, which have an illegal discriminatory impact, are identified and eliminated; (2) explore alternative approaches to employ minorities and members of protected classes; (3) administer all terms, conditions, privileges and benefits of the employment process in an equitable manner; and (4) establish procedures for the extra effort that may be necessary to ensure that the recruitment and hiring of protected group members reflect their availability in the job market.

It is the policy of the Town of Berlin to provide equal employment opportunities without consideration of race, color, religion, age, sex, marital status, national origin, genetic information, past/present history of mental disability, ancestry, mental retardation, learning or physical disabilities, including but not limited to, blindness, sexual orientation, political belief or criminal record, unless the provisions of Section 46a-60(b), 46a-80(b) and 46a-81(b) of the Connecticut General Statutes are controlling or there is a bonafide occupational qualification excluding persons in one of the above protected groups. This policy applies to all aspects of the employer/employee relationship including, but not limited to, recruitment, hiring, referrals, classifying, advertising, training, upgrading, promotion, benefits, compensation, discipline, layoff and terminations.

The Town of Berlin will implement, monitor and enforce this Affirmative Action Policy Statement in conjunction with the applicable federal and state laws, regulations and executive orders listed below: 13th, 14th and 15th Amendments of the United States Constitution, Civil

Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, presidential Executive Orders 11246, amended by 11375, (Nondiscrimination under federal contracts), Act 1 Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), Connecticut General Statutes, Connecticut Code of Fair Accommodations Law (46-63-64), definition of Blind (46a-51 (1), definition of Physically Disabled (46a-51 (15), definition of Mentally Retarded (46a-51 (13), cooperation with the Commission of Human Rights and Opportunities (46a-77), Sexual Harassment (46-60-(a) Connecticut Credit Discrimination Law (360436 through 439), Title I of the State and the Local Fiscal Assistance Act of 1972 and the Americans with Disabilities Act of 1992.

This policy statement will be given annually to all Town of Berlin employees and will also be posted throughout the Town of Berlin. I also expect each supplier, union, consultant and other entity (s) with which we do business to comply with all applicable State and Federal Equal Opportunity laws and regulations. The Town of Berlin will not knowingly do business with any entity debarred from participation in any federal or state program or found to be in violation of any state or federal anti-discrimination law.

I have assigned the responsibility to achieve the successful implementation of our goals and objectives to Arosha Jayawickrema, Town Manager of the Town of Berlin, who can be reached at 860-828-7002 or ajayawickrema@berlinct.gov.

Date

Arosha Jayawickrema, Town Manager

**THIS STATEMENT IS AVAILABLE IN LARGE PRINT OR ON AUDIO TAPE FROM
THE ADA-504 COORDINATOR BY CALLING 860-828-7115.**



TOWN OF BERLIN

Office Of the Town Manager

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The **Town of Berlin** does not discriminate in the provision of services, the administration of its programs, or contractual agreements. The **Town of Berlin** seeks to fully carry out its responsibilities under the Title VI Regulations.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the grounds of race, color, or national origin in programs and activities receiving Federal financial assistance. Title VI provides that No person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any programs covered by the Regulations.

This policy is effectuated through the methods of administration outlined in the **Town of Berlin's** Fair Housing Plan and is fully implemented to ensure compliance by the **Town of Berlin**, as the recipient, and by subrecipients. The cooperation of all **Town of Berlin** personnel is required.

Arosha Jayawickrema, Town Manager

Date



Please return application to:

Town Clerk's Office - Room 107 - 240 Kensington Road - Berlin, CT 06037

Commission for
the Aging

TOWN OF BERLIN

Application for Appointments to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointments to a Town board or commission.

Please list your Board/Commission preference below:

1. Commission For the Aging 2. _____

****NOTE:** If applying for the **GOLF COURSE COMMISSION**, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

Name: Geraldine M. Russell

Telephone No.: 860 682-4229

Home Address: 96 Ellwood Rd Berlin
(Note: To apply, you must be a Registered Voter in Berlin)

Number of years in Berlin: 56 yrs +

Email Address: GRUSS 96@AOL.COM

Are you a Registered Voter? YES
(Note: To apply, you must be a Registered Voter in Berlin)

Party Affiliation: DEMOCRAT ✓

High School
Educational Background (optional)

Retired
Present Employment (company/position/address)

Current and Past Civic/Community Involvement: NONE

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2024 MAR 28 PM 12:43

Kathryn G. Wall
BERLIN, CT.

Tell us why you feel qualified for this appointment: Interested in Commission For the Aging.

Can you think of any reason that a conflict of interest could arise if you were appointed? _____

NONE

Signature: Geraldine M. Russell

Date: 3-28-24

1. We encourage you to attend meetings of any board or commission that you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

Lucas Van Zandt

Golf Course
Commission

Status

Name Lucas Van Zandt
Application Date 3/25/2024
Expiration Date 3/25/2123
Status Received

Board	Vacancies	Status
Golf Course Commission	1	Pending

Basic Information

Name Lucas Van Zandt

Contact Information

Address 52 Skyview dr
Berlin, CT 06037

Yes, I am a resident Yes

Email lucas2424@comcast.net

Phone 860-983-0177

Occupation

Employer LPL

Job Title Financial Advisor

What is your political party affiliation? Republican ✓

Number of years in Berlin 18yrs

Educational Background (optional) College-Finance

Current and Past Civic/Community Involvement Parks&Rec

Tell us why you feel qualified for this appointment

I have a finance background & would like to help our town.

Lucas Van Zandt
Golf Course Commission

Can you think of any reason that a conflict of interest could arise if you were appointed?

No

Are you a Registered Voter? (To apply, you must be a Registered Voter in Berlin)

Yes

I am a...

Non-Golfer

Generated 4/3/2024, 1:56:32 PM



Please return application to:

Town Clerk's Office - Room 107 - 240 Kensington Road - Berlin, CT 06037

TOWN OF BERLIN

Application for Appointments to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointments to a Town board or commission.

Please list your Board/Commission preference below:

1. Golf Commission 2. _____

****NOTE:** If applying for the **GOLF COURSE COMMISSION**, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

Lady Niners, TWGA (Ladies)

Name: Cyndi McKinnon Telephone No. 860-798-0039

Home Address: 46 Deerfield Dr Berlin Number of years in Berlin: 30+
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: mckinnonc@comcast.net

Are you a Registered Voter? yes Party Affiliation: Dem. ✓
(Note: To apply, you must be a Registered Voter in Berlin)

BSN (Nursing), BA, MA (Health Mgt)
Educational Background (optional)

Hartford Healthcare - RN/Care Coordinator Hospital Central
Present Employment (company/position/address)

Current and Past Civic/Community Involvement: coach, VNA Board, Youth Services Board, Kens Garden Club, golf leagues

Tell us why you feel qualified for this appointment: Golfed for many years, leader in clubs/committees, care about Timberlin

Can you think of any reason that a conflict of interest could arise if you were appointed? No

Signature Cyndi McKinnon Date: 3/22/2024

1. We encourage you to attend meetings of any board or commission that you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

RECEIVED
MAY 22 11:43 AM
TOWN CLERK'S OFFICE
BERLIN, CT

Kathy Hase
BERLIN, CT



Please return application to:

Town Clerk's Office - Room 107 - 240 Kensington Road - Berlin, CT 06037

TOWN OF BERLIN

Application for Appointments to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointments to a Town board or commission.

Please list your Board/Commission preference below:

1. Golf course commission 2. _____

****NOTE:** If applying for the **GOLF COURSE COMMISSION**, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

senior mens club

Name: George Primich

Telephone No.: 860-818-3034

Home Address: 62 winding meadow Dr
(Note: To apply, you must be a Registered Voter in Berlin)

Number of years in Berlin: 37yrs

Email Address: gprimich@hotmail.com

Are you a Registered Voter? yes
(Note: To apply, you must be a Registered Voter in Berlin)

Party Affiliation: democrat ✓

Educational Background (optional)

retired

Present Employment (company/position/address)

Current and Past Civic/Community Involvement: _____

Tell us why you feel qualified for this appointment: I'm interested in
bettering the golf experience at timberlin area

Can you think of any reason that a conflict of interest could arise if you were appointed? _____

Signature: [Signature]

Date: 4/3/24

1. We encourage you to attend meetings of any board or commission that you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2024 APR -3 PM 3:03

Kathy G. Hesse

BERLIN, CT.

Mr David Fred Aivano

Town of Berlin | Generated 4/4/2024 @ 3:33 pm by OnBoard2 - Powered by ClerkBase

Golf Course
David Aivano

Status

Name Mr David Fred Aivano
Application Date 4/3/2024
Expiration Date 4/3/2123
Status Received

Board	Vacancies	Status
Golf Course Commission	1	Pending

Basic Information

Name
Mr David Fred Aivano

Contact Information

Address
136 OConnell Drive
Berlin, CT 06037

Yes, I am a resident
Yes

Email
dadaivano@gmail.com

Phone
860 930 9057

Occupation

Employer
Retired

Job Title
Director Finance and Technology

What is your political party affiliation?
~~Independent~~ Unaffiliated ✓

Number of years in Berlin
69

Educational Background (optional)
BS Nursing - UConn MS Healthcare Management - Rensselaer

Current and Past Civic/Community Involvement
Board Member Berlin VNA (early 80's)

RECEIVED FOR RECORD
BERLIN TOWN CLERK
2024 APR -4 AM 11:38
Kathy Gleason
BERLIN, CT.

Golf Course
David Alvarez

Tell us why you feel qualified for this appointment

I have been a resident of Berlin for my entire life and have been a golfer at Timberlin for many years. In addition to being a golfer I also use Timberlin in the off season for walking/hiking. My work experience includes a strong background in business management. Prior to my retirement (2021) I was responsible for development and execution of the organizations budget (10.5 million annually). I have been following the Golf commission through the online agenda/minutes as well as video recordings of meetings.

Can you think of any reason that a conflict of interest could arise if you were appointed?

No

Are you a Registered Voter? (To apply, you must be a Registered Voter in Berlin)

Yes

I am a...

Member of the Men's Club

Generated 4/4/2024, 11:33:46 AM



Please return application to:

Town Clerk's Office - Room 107 - 240 Kensington Road - Berlin, CT 06037

TOWN OF BERLIN

Application for Appointments to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointments to a Town board or commission.

Please list your Board/Commission preference below:

1. Veterans Commission

2. _____

****NOTE:** If applying for the **GOLF COURSE COMMISSION**, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

Name: James Fiori

Telephone No.: 860-836-3207

Home Address: 181 Crater Ln Berlin

(Note: To apply, you must be a Registered Voter in Berlin)

Number of years in Berlin: 40

Email Address: jfiori@snet.net

Are you a Registered Voter? yes

(Note: To apply, you must be a Registered Voter in Berlin)

Party Affiliation: Republican ✓

Educational Background (optional)

Retired New Britain Firefighter

Present Employment (company/position/address)

Current and Past Civic/Community Involvement:

Tell us why you feel qualified for this appointment: I am a U.S. MARINE Veteran
and I would like to give back to my community.

Can you think of any reason that a conflict of interest could arise if you were appointed? NO

Signature: James H Fiori

Date: MARCH 18, 2024

1. We encourage you to attend meetings of any board or commission that you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

RECEIVED FOR RECORD
MAR 18 2024

2024 MAR 18 AM 9:37

Kathy G. Goss
BERLIN, CT

Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/81365285677?pwd=jpUdxPW8VhMa6xyXt7OK3va4r4LIAh.1>

Meeting ID: 813 6528 5677

Passcode: 046256

+1-929-205-6099, # US (New York)

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, March 19, 2024
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.**

A. CALL TO ORDER:

Mayor Kaczynski called the Town Council meeting to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:	Councilor Sandra Coppola
	Mayor Mark Kaczynski
	Councilor Charles Paonessa
	Councilor Mark Pruzin
	Councilor Peter Rosso
	Councilor Donna Veach

Absent:	Councilor Kate Atkinson
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Also in attendance:	Town Manager Arosha Jayawickrema
	Corporation Counsel Jeffrey Donofrio

Councilor Paonessa moved to add discussion with Chief of Police regarding bicycle safety to New Business agenda.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

D. AUDIENCE OF CITIZENS:

Joan Veley and Christy Miano, Town of Berlin Registrars of Voters – Ms. Veley stated that the Registrars are present this evening to discuss their salaries as the Town wraps up the budget process.

With the recent State change adding early voting the Registrars hours will be increasing and the previous 20 hours per week average will no longer be the case. Ms. Veley pointed out that the previous Registrar of Voters, who was part time but also received benefits, was compensated more for her time in 2018 than the current Registrars are today. The Registrars are simply looking to be fairly compensated for their increased workload.

Ms. Veley stated that there was discussion of a stipend, but the Registrars are not in support of that as a stipend had been suggested for their increased workload during redistricting in 2022 but was never followed through with. Mayor Kaczynski stated that at the Tuesday Board of Finance meeting a stipend for the 2024 calendar year was discussed at a total of \$12,500. Ms. Miano stated that the Registrars do not support that idea.

The Registrars presented information to the Town Council to support their request for additional pay. Ms. Miano stated that with the current schedule of election events slated to take place this year they would be working a minimum of 30 hours per week and an additional 534 hours for their department which would in turn decrease their hourly rate.

Mayor Kaczynski stated that in conversation with the Mayor of Rocky Hill their Registrars are paid \$26,000 per year and they are also looking at providing them with a stipend, while the City of New Britain Registrars are paid \$43,000 per year with 76,000 residents and there is no discussion yet regarding a stipend for them. Of all the towns looked at the Berlin Registrars are about the highest paid and that was the discussion at the Board of Finance (BOF) meeting. Ms. Miano stated that the BOF does not have the research that the Registrars have done to support their request for additional pay.

Councilor Paonessa inquired if the additional hours will continue after this year's events. Ms. Veley stated that next year the State will be introducing a new computer system that they will need to be trained on and then they will need to train their deputies and assistants.

Ms. Veley added that additional hours have been spent over the years being forward-thinking to prepare for the changes they knew were coming with the job such as early voting. She added that when the State redistricted all towns in Connecticut, Berlin could have been split into ten voting districts resulting in increased costs to the Town for officials to staff election events, but the Registrars worked to develop a plan to create three polling places resulting in a savings for the Town.

Mayor Kaczynski suggested that the Registrars bring this issue forward again at the next BOF meeting.

John O'Brien, Vineyard Drive – Mr. O'Brien stated that he was present on Farmington Avenue after the teen was hit by a car while riding his bike last week. He has heard that other kids are still riding recklessly on streets in town, and he has seen this himself in the past. Mr. O'Brien is wondering if parents can be ticketed if their children are caught breaking rules of the road. He acknowledged that the Chief of Police is present this evening and that this topic will be addressed later in the meeting. He thanked the Berlin Police Department for the work that they do.

E. MAYOR'S UPDATE:

None

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

G. CONSENT AGENDA:

1. Topic re: Transfer \$577,500.00, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover higher than budgeted expenditures in identified accounts. - Finance
2. Topic re: Accept monetary donations totaling \$1,259.79 and deposit \$836.80 into the friends of the library miscellaneous account to be used to purchase two museum passes, the Book Page yearly subscription, and program supplies and deposit \$322.99 into the friends of the library credit card account for the purchase of a museum pass and program supplies and deposit \$100.00 into the unrestricted donations account. Move to accept the donation of various items (see attached) to be used in the children's department as program supplies. – Berlin-Peck Memorial Library
3. Topic re: Approve the request by the CT Trailmixers for a trail running race to take place at Ragged Mountain on May 18, 2024, with the conditions that the applicant works with Town staff regarding logistical and safety measures and with the Conservation Commission on trail maintenance after the event. – Planning and Zoning
4. Topic re: Approve the request by the Berlin High School Riding Redcoats Cycling Club and the Connecticut Cycling Advancement for a Bike Race to take place at the Hatchery Brook Conservation Area on June 1, 2024, with a rain date of June 2, 2024, with the conditions that the applicants work with the Conservation Commission to assure that the trails are in a condition to accommodate a bike race and that the trails will be fully restored after the race; noticing given to surrounding properties, as described; traffic management be coordinated with the Police Department; and the associated fee waiver for the police services provided for the event. – Planning and Zoning
5. Topic re: Approve waiving the Police fees in the estimated amount of \$2,000.00 for the Wine & Beer Tasting Event at the Berlin Fair Grounds on Saturday May 18, 2024. – Police Department
6. Topic re: Approve waiving the Police fees in the estimated amount of \$1,036.00 for the "Mr. BHS Event" that will take place on Sunday, April 21, 2024. – Police Department
7. Topic re: Accept the donation of \$450 and appropriate the funds to the Supplies Expenditure Account. – Police Department

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

H. PUBLIC HEARINGS

The public is invited to comment on an ordinance that requires the Town to Fund the Actuarially Determined Employer Contribution (ADEC) for each active defined benefit pension plan.

Mayor Kaczynski convened the Public Hearing on an ordinance that requires the Town to Fund the Actuarially Determined Employer Contribution (ADEC) for each active defined benefit pension plan at 7:38 p.m.

Mayor Kaczynski explained that the Town recently implemented a pension plan for the Police and unfortunately in the past the Town's Defined Benefit pension plan was unfunded leaving the Town responsible for millions of dollars in obligations. The Town did not want that to happen again with the new Plan therefore an ordinance is being created to ensure the Plan is always funded.

Mayor Kaczynski asked for public comments and none were received.

Councilor Paonessa stated that he strongly supports this as he has seen what happens when the Plan is not funded.

Councilor Veach added that the Town has been digging out from the previous situation for years and she supports this ordinance.

Councilor Coppola also added her support.

Mayor Kaczynski closed the Public Hearing at 7:41 p.m.

I. NEW BUSINESS:

1. Topic re: Appoint Alex Giannone to fill the unexpired term created by Steven Wilson resignation from the Police Commission. – Town Clerk

Town Manager Jayawickrema stated that with the resignation of Steven Wilson from the Police Commission the Town Council must appoint a new member of the same political party.

Mayor Kaczynski stated that former Town Council member Alex Giannone has been selected and as a Major with the State Police he brings a level of expertise to the Commission. Councilor Rosso stated that Mr. Giannone will bring great experience and integrity to the Commission.

Councilor Paonessa moved to appoint Alex Giannone to fill the unexpired term created by Steven Wilson's resignation from the Police Commission.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

Town Clerk Kate Wall then swore in Alex Giannone as a member of the Berlin Police Commission.

Agenda Item 1b added:

1b. Topic re: Discussion of Bicycle Safety. – Police

Mayor Kaczynski stated that Chief of Police Matthew McNally was asked to speak this evening in light of the motor vehicle versus bicyclist accident on Farmington Avenue last week.

Chief McNally stated that prior to the accident the police had been working on information regarding bike safety and rules. That information was distributed to the Town Council.

Lieutenant Shawn Solek stated that it is the Police Department's goal to protect the public and that can be done through education, partnerships, engagement, and lastly enforcement. Engagement includes the DARE program where bike safety can be discussed starting in the elementary schools, the School Resource Officer's programs with the middle and high school students, and bike safety programs with Scouting troops.

Lieutenant Solek provided a proposed multi-faceted response by the Berlin Police Department (BPD) to address the issues facing the community which includes the Safe Kids Wear Lids partnership between the BPD and a local ice cream shop where officers provide coupons for free ice cream to kids found wearing their helmets. The proposal also includes increased police bike patrols during the times which kids are likely to be out riding bikes, partnering with Berlin High School students to create bike safety awareness messages or videos, a community bike safety event seeking out a partnership with a local bike shop to promote bike safety awareness, and partnering with parents where officers would make efforts to contact the parents of kids unsafely operating bikes on roadways.

Since the beginning of 2024 the BPD has had nine documented events regarding kids riding bikes in an unsafe manor or creating a disturbance in the community. Most of those events occur in high traffic areas such as Farmington Avenue. Bike laws require bicyclist to travel in a safe manor and follow traffic laws.

Councilor Pruzin suggested contacting the Elks Club regarding the donation of bike helmets in association with a bike rodeo or some type of safety event. Councilor Rosso added that the Berlin Lions Club has also been generous with donations and could also be contacted.

Detective Kevin Chaffee stated that he was just recently appointed to a youth-specific detective role, and he has been working closely with Lieutenant Solek to address the unsafe bicyclists' issues which

have become more than just a bike safety issue as groups of kids have had to be removed from local business properties for causing disturbances. Detective Chaffee added that the department has always worked to educate the kids and contact their parents.

Detective Chaffee added that before the accident he had been working to address the issues by providing guidance to officers which includes documenting and identifying the youths in question, educating kids and parents, and issuing warnings. If the issues continue with the same kids, they are issued infraction tickets. In lieu of infraction tickets there is the option of the Juvenile Review Board which is a voluntary program which would provide either community service or treatment program with the goal to quell the problem.

Chief McNally stated that when talking about education it's not just educating the youth, but parents also need to be educated. The problem is the system does not provide consequences to parents when their kids are causing problems.

Councilor Pruzin suggested providing an update in a few months detailing what has transpired with the department's program during the Spring months. Chief McNally stated that could be provided and Lieutenant Solek added that a monthly juvenile report is included with the Police Commission report each month.

NO ACTION NEEDED

2. Topic re: Discussion with the Housing Authority concerning grants and the connection of the generator. – Mayor

Michele Yarincik, Vice Chair of the Berlin Housing Authority stated that last year she had been informed by the Housing Authority that funds were available to install the pad and pay for other items needed to install the generator the Town was providing to them for use at Percival Heights Senior Housing. However, this year she has been told that funds are not available therefore she is present tonight to address available grants and the connection of the generator.

Housing Authority Chair Joe Bajorski stated that he has a quote of \$58,650 from October of 2023 for the installation of the pad, electrical connection, and transfer switch which is currently on backorder and would be received in October 2024 at the earliest.

Ms. Yarincik stated that she would like to see all the components in place so that when the transfer switch is available the generator can be installed.

Mr. Bajorski stated that this project was going to be incorporated into the Community Development Block Grant (CDBG) process which would also include roof replacement at the Senior Center and Percival Heights housing complex, as well as sidewalk repairs, entry way door replacements, and floor coverings at Percival Heights. If the CDBG grant is received it would be for \$1.2 million and the deadline for application is around April 15th.

Councilor Veach stated that several estimates may need to be submitted with the grant application and that the April 15th deadline is quickly approaching.

Mayor Kaczynski suggested that, with Town Council approval, the Town should consider covering the cost of the generator installation to move the project along. Town Manager Jayawickrema stated that Director of Facilities Doug Solek will put out an RFP for the design-build installation.

Town Manager Jayawickrema suggested that Mr. Bajorski reach out to Economic Development Coordinator Jim Mahoney for assistance with the grant application for the other items he mentioned needing replacement at the Senior Center/Percival Heights complex.

NO ACTION NEEDED

3. Topic re: Approve awarding the contract to NORCOM Inc. for the purchase, and installation of equipment for four police vehicles under State Contract # 19PSX0088 for an amount not to exceed \$69,000. – Police Department

Town Manager Jayawickrema stated that funds are in place for the purchase and installation of equipment for four new police vehicles. This request is to award the contract to NORCOM Inc.

Councilor Paonessa moved to approve awarding the contract to NORCOM Inc. for the purchase, and installation of equipment for four police vehicles under State Contract # 19PSX0088 for an amount not to exceed \$69,000.

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

Vote being 6-0 (MOTION CARRIED)

4. Topic re: Approve the request to transfer \$35,000 from the Pickup Truck account to the Greens Mower account. Also waive the town's bidding procedures and approve the purchase of a used greens mower from John Deere for no more than \$35,000, since this is in the best interest of the town. – Golf Course

Town Manager Jayawickrema introduced this item stating that the greens mower needs to be replaced and this request is to move the funds from the Pickup Truck account to make that purchase.

Director of Golf Sol Guerrero stated that the reason for purchasing a used mower is to receive the item quickly as the wait for a new mower is about a year. The mower will be re-evaluated by John Deere before purchase.

Councilor Paonessa moved to approve the request to transfer \$35,000 from the Pickup Truck account to the Greens Mower account.

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

Vote being 6-0 (MOTION CARRIED)

Councilor Paonessa moved to waive the town's bidding procedures and approve the purchase of a used greens mower from John Deere for no more than \$35,000, since this is in the best interest of the town.

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

Vote being 6-0 (MOTION CARRIED)

5. **Topic re: Approve Daikin Applied purchase order increases up to \$40,000 as needed for the remainder of fiscal year 2024 utilizing OMNIA Partners Contract no. R200401 for department no. 61 contractual services to cover current invoices and any additional repairs or components needed on the High School chillers outside of the service agreement. – Facilities**

Town Manager Jayawickrema stated that additional repairs and component replacements were needed in the two cooling chillers at Berlin High School, and they are not covered under the service agreement. Town Council approval is needed as the amount exceeds the \$25,000 threshold.

Councilor Paonessa moved to approve Daikin Applied purchase order increases up to \$40,000 as needed for the remainder of fiscal year 2024 utilizing OMNIA Partners Contract no. R200401 for department no. 61 contractual services to cover current invoices and any additional repairs or components needed on the High School chillers outside of the service agreement.

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

Vote being 6-0 (MOTION CARRIED)

6. **Topic re: Approve KONE purchase order increases up to \$40,000 as needed for the remainder of fiscal year 2024 utilizing State of CT DAS contract no. 19PSX0054 to cover five-year testing and additional repairs outside of the service agreement for elevator work at Berlin High School, McGee Middle School, and Willard Elementary School. – Facilities**

Director of Facilities Doug Solek stated that the elevators at the high school, middle school, and Willard Elementary were subject to State mandated five-year testing and repairs which were not covered under the annual service agreement. The total of the annual service agreement plus these additional items will exceed the \$25,000 threshold and therefore requires Council approval.

Councilor Paonessa moved to approve KONE purchase order increases up to \$40,000 as needed for the remainder of fiscal year 2024 utilizing State of CT DAS contract no. 19PSX0054 to cover five-year testing and additional repairs outside of the service agreement for elevator work at Berlin High School, McGee Middle School, and Willard Elementary School.

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

Vote being 6-0 (MOTION CARRIED)

7. **Topic re: Allow any person who is a citizen of the United States of the age of eighteen (18) years or more who, jointly or severally, is liable to the town for taxes assessed against him/her on an assessment of not less than one thousand (\$1,000.00) on the last completed grand list of the town to vote in the budget referendum on April 30 and May 28, 2024. – Town Clerk**

Town Manager Jayawickrema stated that this approval is required each year prior to the April and May Budget Referendums.

Councilor Paonessa moved to allow any person who is a citizen of the United States of the age of eighteen (18) years or more who, jointly or severally, is liable to the town for taxes assessed against him/her on an assessment of not less than one thousand (\$1,000.00) on the last completed grand list of the town to vote in the budget referendum on April 30 and May 28, 2024.

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

Vote being 6-0 (MOTION CARRIED)

J. APPOINTMENTS:

1. **Cemetery Committee – Vacancy – Alternate** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
2. **Commission for the Aging – Vacancy** – Frank Slogeris has resigned. Replacement term would be until January 31, 2029. Can be filled with a D, R or U.
3. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D, R or U.
4. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D, R or U (Depending on the above appointment).
5. **Constables – 5 Vacancies** – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).

Councilor Paonessa placed in nomination the name of Dominic M. Colangelo (D) of 187 South Slope Drive for appointment as a Constable.

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

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

Vote being 6-0 in favor of Dominic M. Colangelo (D) to serve as a Constable. Term ending December 31, 2025.

6. **Golf Course Commission – Non-Golfer Vacancy** – Term would be until January 31, 2027. Can be filled with a D, R or U and must be a non-golfer (per ordinance).
7. **Housing Authority** – Santina Turner’s term expires on March 31, 2024. She does not wish to serve another term. She has served as the Resident/Commissioner. Replacement would be until March 31, 2029. Can be filled with a D or U.
8. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** – Replacement would be until January 31, 2026. Can be filled with a D, R or U.
9. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** – Replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depending on the above appointment).
10. **Mattabassett District – Vacancy** – Replacement term would be until September 1, 2026. Can be filled with a D, R or U.
11. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.
12. **Police Commission – Vacancy** – Steven Wilson has resigned effective March 15, 2024. Replacement term would be until November 5, 2024. Must be filled with a Republican.

See Agenda Item #1 for appointment.
13. **Public Building Commission – Vacancy** – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.
14. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
15. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U (depending on the above appointment).
16. **VNA – Vacancy** – Replacement would be until January 31, 2027. Can be filled with a D, R or U.

17. **VNA – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
18. **VNA –Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
19. **VNA –Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
20. **Water Control Commission – Vacancy** -Term would be until January 31, 2029. Can be filled with a D, R or U.
21. **Water Control Commission – Alternate – Vacancy** -Term would be until January 31, 2026. Can be filled with a D, R or U.
22. **Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2026. Can be filled with a D, R or U.
23. **Water Control Commission – Alternate – Vacancy** –Term would be until January 31, 2027. Can be filled with a D, R or U (Depending on the above two appointments).

K. TOWN MANAGER’S REPORT:

- The RFQ for the former Knights of Columbus property will out tomorrow with a short turn around of April 25th. Information will be available to view at Town Hall.
- The Town has been working on the blighted property at 77 Elton Road. An attorney has been working with the owner of the property to obtain a Power of Attorney to sell the property. Attorney Jennifer Coppola has been working with the Town to get the property owner to clean up and take care of the property. Previously a judge had requested that the Town work with the property owner but there will now be a court hearing on April 25th and the Town is hoping at that time that the property owner will sign the POA.
- Attorney Jennifer Coppola has reached out to the Department of Housing regarding deed restricting the mobile home park on Deming Road. There are currently five vacancies so now is a good time to get the deed restrictions done.
- The Parks and Recreation Commission and the Commission for the Aging held a joint meeting on March 14th regarding the Senior/Community Center project and have worked on a plan to reduce the square footage. There will be a vote on April 11th to send their recommendations to the Council.

- There was previous discussion regarding the installation of GPS units on the Animal Control vehicles and they have been ordered and will be installed.

Director of Community, Recreation and Park Services Jennifer Ochoa also provided the previously requested Animal Control information which has been emailed to the Council.

Director Ochoa also sent an invitation to the Town Council for the opening of Biscaglio Field on April 1st at 5:00 p.m. Former Speaker of the House Joe Aresimowicz will also be attending.

- The final Board of Finance budget meeting will be held tomorrow at 7:00 p.m. in Council Chambers.

The Annual Budget Hearing will be held on Tuesday March 26th at 6:00 p.m. at Berlin High School. The Board of Finance will meet immediately following that hearing to vote to send the budget to Town Council.

Town Council will hold a Special Meeting on Wednesday April 3rd at 6:00 p.m. to approve the budget as presented, reduce the budget by line item, or reject the budget.

- There was an article in the Hartford Business Journal regarding all the development happening in Berlin.

L. SPECIAL COMMITTEE REPORTS:

There will be an Ordinance Committee meeting on Tuesday April 9th at 6:00 p.m.

M. COUNCILORS' COMMUNICATION:

Councilor Veach stated that there will be a ceremony on Saturday at 10:00 a.m. at the VFW marking the 50th anniversary of the end of the Vietnam war.

There will be an Observance Ceremony at the Gold Star Family Memorial on Saturday April 6th at 1:00 p.m. followed by a gathering at the Coles Road Brewery on Farmington Avenue.

Councilor Veach stated that she will be meeting on Tuesday with the DOT regarding roadway signs for the Gold Star Family Memorial.

Mayor Kaczynski reminded the Town Manager to include the budget pie chart in with the tax bills.

Town Manager Jayawickrema stated that once the budget is finalized the Town Clerk's office will be creating and sending out Budget Referendum reminder postcards which will also include specific information on what will be voted on.

N. ACCEPTANCE OF MINUTES:

March 5, 2024

Councilor Paonessa moved to accept the Town Council Meeting minutes of March 5, 2024 as presented.

2024-03-19 Town Council Meeting Minutes

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

Abstain: Councilor Pruzin

Vote being 5-0-1 (MOTION CARRIED)

O. ADJOURNMENT:

Councilor Veach moved to adjourn at 9:01 p.m.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting

RECEIVED FOR RECORD

2024 MAR 21 PM 5:37

Kathryn J. Wall

BERLIN, CT.

Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/88074775222?pwd=HwTEZ2NkBOEUVttICPdxuRSQLYvWmB.1>

Meeting ID: 880 7477 5222

Passcode: 195192

+1-309-205-3325 US

**TOWN OF BERLIN
SPECIAL TOWN COUNCIL MEETING
Wednesday, April 3, 2024
Town Council Chambers (in person)
Remote Meeting
6:00 P.M.**

A. CALL TO ORDER:

Mayor Kaczynski called the Special Town Council meeting to order at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:	Councilor Kate Atkinson Councilor Sandra Coppola Mayor Mark Kaczynski Councilor Charles Paonessa Councilor Mark Pruzin Councilor Peter Rosso – <i>arrived at 6:10 p.m.</i> Councilor Donna Veach
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Also in attendance:	Town Manager Aroscha Jayawickrema
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D. AUDIENCE OF CITIZENS:

Joan Veley and Christy Miano, Berlin Registrars of Voters – Ms. Veley stated that with the onset of early voting in Connecticut and with the Registrars' previous request for an increase in pay they have calculated that they have worked an additional 118.35 hours of unpaid time since February 10th. With the Town Manager's suggestion of a \$2,500 stipend for the extra time they are putting in that still leaves them underpaid and there is still at least one election event to be held before the end of the fiscal year.

Ms. Miano added that in the proposed budget the stipend has been listed as wages but does not appear to include their yearly wage increase.

Mayor Kaczynski requested that Board of Finance member George Millerd address this concern. Mr. Millerd stated that the Board of Finance's conversation was to increase the Registrars' weekly hours from 20 to 25 and include in that a 3% raise instead of providing a stipend.

Finance Director Kevin Delaney stated that the \$2,500 stipend for this fiscal year is scheduled to be paid at the end of this week. The stipend for next fiscal year can be paid in any frequency, from weekly to a onetime payment.

Ms. Miano stated that if reelected in November their next term would begin in January of 2025 so how would the stipend for next fiscal year be paid. Mr. Delaney stated that it could be split out over each pay period or given in a onetime payment.

Ms. Miano added that she would still like to understand how they will be paid above the \$2,500 stipend for the additional hours they have worked and will continue to work this fiscal year.

Board of Finance member Tim Grady suggested that the Council move forward with the discussion on the Fiscal Year 2025 budget this evening and the semantics can be determined outside of the meeting.

Ms. Veley added that as space within town hall offices is being adjusted additional space will be needed in their office as the State is requiring the Registrars to have additional employees and computers for upcoming elections. Additional space may also be needed for early voting during the Presidential election in November as the Doc Macintosh room may not be large enough.

Cornel Boudria, 115 Skinner Road – Mr. Boudria stated that he is advocating tonight for the school district. There is a 2.75% increase to the Board of Education budget which is less than last year's initial offer. That increase does not even keep up with the rate of inflation and is not even half of what the Board of Education had asked me. Mr. Boudria is asking the Town Council to reject what is proposed and take discussion to a joint meeting with the Board of Finance and raise the budget.

Mr. Boudria added that he supports the wage increase for the Registrars.

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

F. NEW BUSINESS:

- 1. Topic re: Send a fiscal year 2025 Board of Education budget of \$52,252,092, a General Government budget of \$50,570,442 and a Water Control budget of \$8,287,469 to the Annual Budget Referendum on April 30, 2024. – Finance**

Town Manager Jayawickrema stated that the Town Manager's budget submission of \$106,765,155 to the Board of Finance (BOF) in March represented a 7.2% increase from the previous year. The BOF made adjustments of \$3,942,612 to that budget submission bringing it down to \$102,822,534 which is a 3.2% overall increase with a 3.72% increase to the Town and a 2.75% increase to the Board of Education (BOE) from the prior year. The Town Manager added that the Water Control budget is an enterprise fund that does not affect the mill rate.

Mayor Kaczynski asked for comments from the Town Council and added that their options include sending the budgets forward to referendum on April 30th, lowering the budgets, or rejecting them. Lowering or rejecting them would send the budget back to a joint meeting with the BOF.

Councilor Atkinson stated that she would vote no on both budgets. Her concerns are that what is proposed does not cover contractual obligations and the increase in costs due to inflation. She added that it would be a recipe for disaster for the community to not invest in education.

Councilor Pruzin stated that he believes the BOE requires more funding to function properly, and he agrees with Councilor Atkinson. He added that he believes the Town budget is also too low.

Councilor Rosso stated that he agrees with Councilors Atkinson and Pruzin and added that both budgets are not even keeping up with the rate of inflation. The Town budget is the same that was proposed last year and when you figure in inflation that equals a cut to the budget.

Councilor Paonessa stated that he supports sending both budgets to the voters at the referendum stating that the BOF worked very hard and did a good job. He added that the BOE is receiving an increase on a budget that was even greater than what they needed last year but the BOE has not been transparent on how their budget is used.

Councilor Veach stated that the BOF has done a wonderful job, and she can see both sides of the aisle, but she would like to trust the BOF's judgement and send the requested budgets to the voters at referendum and if they are rejected then they will come back to the BOF and Town Council. She added that the BOE is very important but there are other things that must be funded as well.

Councilor Coppola stated that she would like to see the requested budgets go to the voters. The BOF has worked very hard and did a great job. She agrees that education is important and town resources are important but thinks they need to keep the budget reasonable for those with limited incomes.

Councilor Paonessa added that customers in the Berlin water district are subsidizing the other two water districts as those districts are not paying their fair share to the Mattabassett District. Mayor Kaczynski agreed and still does not understand why the Town must subsidize them, but the situation is being looked in to.

Mayor Kaczynski stated that what is difficult to deal with during the budget process is the misinformation that circulates. He added that what is not considered is the amount of funding provided to the BOE through Department 61 funding which is paid for by the Town.

Mayor Kaczynski added that he does not agree with the BOE's use of threats to cut hot topic items such as sports to get parents upset about the budget. Last year the BOE was given a 3.6% increase and there was a lot of talk about cutting positions if they were not given the full increase they had requested, however the district increased by three total positions but did decrease teaching positions by one. He added that the BOE stated that 3.6% increase was not going to meet their contractual obligations however they were able to meet those obligations with that increase and had a surplus at the end of year. This has been the case for a number of years.

The per pupil spending in Berlin of \$20,664 has increased by \$6,000 in the past three or four years and is above Newington, Glastonbury, Farmington, Rocky Hill, Wethersfield, and Cromwell. Test scores are also up. The Town is not underfunding the BOE they are being funded properly. Mayor Kaczynski stated that he likes to keep things positive, and things are very positive in the Town of Berlin.

Even with the limited Town budget increases in past years things are still getting done on the Town level and that is because things are funded responsibly and money gets moved around when it needs to be, and the BOE is doing that too with the budget they are given.

Regarding the mill rate Mayor Kaczynski stated that with the property revaluation last year the mill rate was reduced to offset that. With this budget we are at a .65 mill increase and we must remember there are other departments and services that need to be funded other than the BOE.

Mayor Kaczynski agrees with sending the budgets to referendum and letting the voters decide. If need be, adjustments will be made if they do not pass.

Councilor Paonessa moved to send a fiscal year 2025 Board of Education budget of \$52,252,092 to the Annual Budget Referendum on April 30, 2024.

Seconded by Councilor Veach.

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

Those voting against: Councilor Atkinson, Councilor Pruzin, Councilor Rosso.

Vote being 4-3 (MOTION CARRIED)

Councilor Paonessa moved to send a fiscal year 2025 General Government budget of \$50,570,442 to the Annual Budget Referendum on April 30, 2024.

Seconded by Councilor Veach.

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

Those voting against: Councilor Atkinson, Councilor Pruzin, Councilor Rosso.

Vote being 4-3 (MOTION CARRIED)

Councilor Paonessa moved to send a fiscal year 2025 Water Control budget of \$8,287,469 to the Annual Budget Referendum on April 30, 2024.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

G. ADJOURNMENT:

Councilor Pruzin moved to adjourn at 6:56 p.m.

Seconded by Councilor Rosso.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting