

Join Zoom Meeting

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Meeting ID: 898 2533 7187

Passcode: 652781

+1 929 205 6099 US (New York)

### **6:45 PM – Special Town Meeting**

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, May 21, 2024 at 6:45 p.m. for the following purposes:

To approve a non-budgeted appropriation of \$800,000 from General Fund Unassigned Fund Balance to the Transportation Alternatives Grant Match Account.

**(Please note: To participate and vote during a Town Meeting when using Zoom you will need to identify yourself by name and address and have a working camera that is “on” during the Town Meeting.)**

TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, May 21, 2024  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MAYOR’S UPDATE

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

G. CONSENT AGENDA:

1. Topic re: Accept a donation of \$9,830 and to deposit these funds in to the Myrna Pauloz Senior Center Donation Account and appropriate said funds to Senior Center Budget, Furniture Account, Computer Account, and Programs and Activities Account. – Senior Center

2. Topic re: Approve Metro Swim Shop to sell swimsuits, caps, goggles, bungee cords, etc. on a date in June 2024 at Percival Pool to participants on the Berlin Dolphin Swim Team and to waive the vendor fee of \$200.00. – Parks and Recreation
3. Topic re: Approve donating one meeting room table to The Lion's Club and move to donate up to eighteen meeting room tables to a neighboring library if the purchasing department is unable to sell them in one weeks' time. Approximate value of nineteen tables is \$380.00. – Berlin-Peck Memorial Library
4. Topic re: Accept monetary donations totaling \$182.03 and deposit \$16.91 into the friends of the library miscellaneous account to be used for program supplies and deposit \$165.12 into the friends of the library credit card account for the purchase of summer reading prizes and program supplies. Move to accept the donation of books with an approximate value of \$22.95 to be added to the appropriate department collection. – Berlin-Peck Memorial Library
5. Topic re: Approve the request of Linda Iovanna, Chief Executive Officer of CCARC to waive the Building Permit Fee for replacement of the Heating System at 1103 Chamberlain Highway with a new Heat Pump System. The total amount of the fee to be waived is \$5,865.00. – Building Department
6. Topic re: Approve the request of CCARC for return of Electrical Permit Fees for work completed at their building on 1103 Chamberlain Highway. The total amount of the fee return is \$270.00. – Building Department
7. Topic re: Approve the request of CCARC for return of a Building Permit Fee for construction of an ADA Handicap Ramp. Total fee \$2,160.00. – Building Department
8. Topic re: Accept the donations of \$12,800 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department
9. Topic re: Accept the donation of \$650 and appropriate the funds to the Supplies Expenditure Account. – Police Department
10. Topic re: Approve permission for consumption of alcoholic beverages (BYOB) at Timberlin Park Pavilion for the Vincent Carbonell - SACC (Spanish American Cultural Club) annual picnic for approximately 45 people on Saturday, June 8, 2024, 9:00 a.m. to 6 p.m. A buffet style meal will be served. Insurance will be obtained. – Parks and Recreation
11. Topic re: Approve Valerie Zimmer of Mama Mia's Ice Cream Truck to be authorized to sell ice cream, snacks and beverages at the following parks and playgrounds: Clark's Grove, Percival Pool and Sage Park. – Parks and Recreation
12. Topic re: Approve permission for consumption and serving of alcoholic beverages (open bar of beer, wine, hard seltzer) at Pistol Creek for Kristen Bryant for a Bridal Shower for approximately 40 adults on Saturday, September 14, 2024, from 11 AM to 5 PM. Food will be served buffet style. Insurance will be obtained if permission is granted. – Parks and Recreation

#### H. NEW BUSINESS:

1. Topic re: Authorize a non-budgeted appropriation of \$800,000 from General Fund Unassigned Fund Balance to the Transportation Alternatives Grant Match Account and to refer this matter to the Board of Finance. Also refer the proposed sidewalks project to the Planning and Zoning Commission for a report pursuant to Section 8-24 of the Connecticut General Statutes. – Economic Development
2. Topic re: Report from the Plan of Conservation and Development Implementation Committee – Economic Development/Planning and Zoning
3. Topic re: Discussion on Disc Golf Proposal. – Parks and Recreation
4. Topic re: Authorize the Town Manager to award bid # 2024-12 to the lowest bidder, Country Disposal Services, LLC of North Haven for the testing, transport, and disposal of various environmentally regulated materials at a rate of \$110.00 per ton through June 30, 2026. – Public Works
5. Topic re: Authorize the Town Manager to execute an agreement entitled "Acceptable Recyclables Processing Agreement" between Bristol Resource Recovery Facility Operating Committee and the Town of Berlin and Murphy Road Recycling, LLC. – Public Works
6. Topic re: Approve the proposal from current on-call mechanical contractor F.J. Hubeny of Plainville, CT in the amount of \$46,500 for the design, engineering, and installation of air conditioning equipment to service the second floor of the South Kensington Fire House as this is in the best interest of the Town. - Facilities
7. Topic re: Approve a transfer of \$56,000 into the Public Buildings Generator account in the Capital Nonrecurring Fund from the DEEP Silver Lake account (\$25,000) in the Economic Development Fund, Community Connectivity Grant account (\$19,400) in the Economic Development Fund and Storm-Related Overtime (\$11,600) in the General Fund, pending approval by the Board of Finance. Move to award bid no. 2024-11 to Northeast Generator of Bridgeport, CT in the amount of \$56,000 which includes a 30 percent project contingency pending approval of transfers by the Board of Finance. – Facilities
8. Topic re: Approve an estimate from on-call contractor BMA Construction of Berlin, CT in the amount of \$29,970 which includes a 30 percent project contingency for re-roofing and related carpentry work at the Berlin Senior Center portion of no. 31 Colonial Drive as this is in the best interest of the Town. - Facilities
9. Topic re: Award bid no. 2024-13 through 23 for On-Call Services and approve expenditures both cumulatively and single encumbrances over \$25,000 and up to \$50,000 per bid no., per vendor for fiscal years 2024-2026, while not exceeding the total contractual services approved budget in each department per fiscal year, to the following vendors as this is in the best interest of the Town:

Jacunski Humes Architects of Berlin, CT  
Friar Associates of Farmington, CT

Russell & Dawson, Inc. of East Hartford, CT  
 Antinozzi Associates, P.C. of Bridgeport, CT  
 BOTTEGA + Architecture of Mansfield, CT  
 EDM Architecture & Engineering of Unionville, CT  
 General Builders, LLC of Wethersfield, CT  
 Aresco Construction Company of Middletown, CT  
 ERC Locksmith of Waterbury, CT  
 Calvert Safe & Lock of Derby, CT  
 Accurate Commercial Doors and Hardware Services, of Bristol, CT  
 Bigelow Electric, Inc. of Berlin, CT  
 Priority 1 Electric LLC of Berlin, CT  
 T&T Electrical Contractors, Inc. of Hartford, CT  
 Sustainable Engineering Solutions LLC of Rocky Hill, CT  
 Salamone & Associates, P.C. of Wallingford, CT  
 Cardinal Engineering Services of Meriden, CT  
 Silver Petrucelli & Associates of Hamden, CT  
 Loureiro Engineering Associates, Inc of Plainville, CT  
 BETA Group, Inc. of Hartford, CT  
 SLR International Corporation of Cheshire, CT  
 Douglas Mechanical Services of Berlin, CT  
 Air Temp Mechanical Services of Berlin, CT  
 Francis J. Hubeny, Inc. of Plantsville, CT  
 Central Mechanical Services of Cromwell, CT  
 PM & C of Hingham, MA  
 JMB Plumbing of Berlin, CT  
 Greenwood Industries, Inc. of Glastonbury, CT  
 Offshore Construction of Manchester, CT  
 BMA Construction of Berlin, CT  
 Architectural Glass & Storefront of Berlin, CT  
 Mirek Masonry of Newington, CT  
 EnviroMed Services, Inc. of Meriden, CT  
 EnviroPlan LLC of West Hartford, CT  
 John Turner Consulting of Wethersfield, CT  
 Mystic Air Quality Consultants of Groton, CT - Facilities

10. Topic re: Discussion and possible action concerning the search for a new Town Manager. – Town Clerk

#### I. APPOINTMENTS:

1. **Cemetery Committee – Vacancy – Alternate** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
2. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D or U.



3. **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).
4. **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.
5. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement would be until January 31, 2026. Can be filled with a D, R or U.
6. **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).
7. **Mattabassett District – Vacancy** – Replacement term would be until September 1, 2026. Can be filled with a D, R or U.
8. **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.
9. **Public Building Commission – Vacancy** – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.
10. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
11. **VNA – Vacancy** –Replacement would be until January 31, 2027. Can be filled with a D, R or U.
12. **VNA – Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
13. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
14. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
15. **Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2026. Can be filled with a D, R or U.
16. **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).

J. TOWN MANAGER’S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS' COMMUNICATION:

M. ACCEPTANCE OF MINUTES:

May 7, 2024

N. ADJOURNMENT

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 6, 2024

**SUBJECT:** To Accept and Appropriate funds from Myrna Pauloz Berlin Senior Center Fund

**SUMMARY:**

Upon the death of long time Senior Center Member, Myrna Pauloz, a fund was established through the Community Foundation of Greater New Britain for the benefit of the Berlin Senior Center. This Fund was established to provide annual distributions to support the physical needs and activities of the Berlin Senior Center. It is stipulated in the Fund Agreement and Mrs. Pauloz Will, funds dispersed shall be used for the purchase of furniture, or audio-visual equipment, computers, and related computer programs, and may also be used to provide for or subsidize bus trips, lectures or other entertainment for members of the Senior Center.

The revenue received will be deposited in the Myrna Pauloz Senior Center Donations Account, 357.30.3055.2.45100.00000.

After careful consideration the Senior Center staff would like to use the second distribution of \$9,830.00 for the following; Furniture, \$3,830 to account 357.30.3055.0.54000.01314; Computer Equipment, \$3,000 to account 357.30.3055.0.54000.01000; Programs and Activities, \$3,000 to account 357.30.3055.0.53400.00000.

**FUNDING:** No funding needed

**ACTION NEEDED:**

Move to accept a donation of \$9,830 and to deposit these funds in to the Myrna Pauloz Senior Center Donation Account and appropriate said funds to Senior Center Budget, Furniture Account, Computer Account, and Programs and Activities Account.

**ATTACHMENTS:**


None

**PREPARED BY:**

Christine Doyle, Senior Center Director



Consent  
Agenda Item No. 2  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager   
**DATE:** May 6, 2024  
**SUBJECT:** Permission to Sell/Vendor Fee Waiver – Metro Swim

**SUMMARY:**

The Berlin Parks and Recreation Commission at its meeting on Wednesday, April 11, 2024 recommended approval for Metro Swim Shop to sell swimsuits, caps, goggles, bungee cords etc. on a date in June 2024 at Percival Pool to participants on the Berlin Dolphin Swim Team, and to waive the vendor fee of \$200.00.

Metro Swim Shop provides us with a service. They do not charge a fee to come to the pool. They have all the merchandise there so participants buy it and take it at that time eliminating shipping and handling cost. Their staff can answer any questions that parents may have about sizes. No matter how many suits are purchased, participants receive the discount price. Girl's suits are an estimated price of \$39.95 + tax (retail \$49.99 + tax). Boy's suits are an estimated price of \$31.95 + tax (retail \$39.99 + tax). Metro Swim Shop has always given the discount when they sell to our swim team participants.

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


**ACTION NEEDED:**

Move to approve Metro Swim Shop to sell swimsuits, caps, goggles, bungee cords, etc. on a date in June 2024 at Percival Pool to participants on the Berlin Dolphin Swim Team and to waive the vendor fee of \$200.00.

**ATTACHMENTS:**

Request for fee waiver

**PREPARED BY:**

Debbie Dennis, Superintendent of Recreation 



# TOWN OF BERLIN

## Request for Fee Waiver

<b>Requesting Organization:</b>		<b>Date:</b>	
<b>Contact Name:</b> Debbie Cosma Metro Swim Shop		5/3/24	
<b>Phone Number:</b> 860-651-5003			
<b>Event:</b> Berlin Dolphins swim suit sale		<b>Date of Event:</b> TBD	
<b>Location of the Event:</b> Percival Pool			
<b>What fee do you want waived:</b> vendor fee			
<b>Identify the hardship incurred:</b> selling suits at a discounted price			
<b>Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:</b> Saves the team members on the price of the suits. Female <del>\$49.99</del> - \$39.95 Male <del>\$39.99</del> - \$31.95			

### Town Manager review:

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

Yes



No



If so, which criteria:

- ☐ Raises funds to supplement Town budgeted services.
- ☐ Raises funds for programs normally funded by the Town.
- ☐ Raises funds for Non-Profit groups, which have contributed substantially to the community.
- ☐ Nationally or State affiliated program which provide programs for local youth.
- ☐ Raises funds for scholarships of Berlin students.
- ☐ Raises funds for elderly citizens.
- ☒ Provides a service for Town supported program - This action defrays the cost for the children to participate in this program at no cost to the Town.

TMO Form 092011

May 03 2024 10:13am



**TOWN OF BERLIN**  
**Request for Fee Waiver**

Name of Non-Profit or Political Organization: Metro Swim Shop

Comments:

Debra H. Comer

Signature

5/3/24

Date

[Signature]

Town Manager Signature

5/6/24

Date

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

**1. Fee Waiver Policy**

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

Consent  
**Agenda Item No. 3**  
**Request for Town Council Action**

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

**FROM: Arosha Jayawickrema, Town Manager**

**DATE: May 10, 2024**

**SUBJECT: Donate up to 19 meeting room tables purchased in 1989**

**Summary of Agenda Item:**

The Berlin Peck Memorial Library has nineteen meeting room tables purchased in 1989. The purchasing department has offered the tables to other town departments with no one interested. The Lion's Club has shown interest in taking one table. We would like permission to provide that table at no charge since The Lion's Club has been so generous to the library over the years. We will try to list and sell the remaining tables however, if they do not sell in a short period we would like to offer to donate them to other libraries. We have several large programs coming up in the meeting room so storing them in the meeting room for more than a month will be an issue. The approximate value for all nineteen tables would be \$380.00.

**Funding:**

No funding needed

**Action Needed:**

Move to approve donating one meeting room table to The Lion's Club and move to donate up to eighteen meeting room tables to a neighboring library if the purchasing department is unable to sell them in one weeks' time. Approximate value of nineteen tables is \$380.00.

**Attachments:**

**Prepared By:**

Carrie Tyszk, Library Director

Consent  
4  
**Agenda Item No. 4**  
**Request for Town Council Action**

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 10, 2024

**SUBJECT:** Accept Library Donations

**Summary of Agenda Item:**

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	16.91	FOL Misc. Acct.	program supplies	Friends of the Library
	165.12	FOL Credit Card Acct.	summer reading prizes, program supplies	Friends of the Library
	182.03			
Equip/Merch	22.95	Books	add to appropriate department collection	Various donors
	22.95			

**Funding:**

No funding needed

**Action Needed:**

Move to accept monetary donations totaling \$182.03 and deposit \$16.91 into the friends of the library miscellaneous account to be used for program supplies and deposit \$165.12 into the friends of the library credit card account for the purchase of summer reading prizes and program supplies. Move to accept the donation of books with an approximate value of \$22.95 to be added to the appropriate department collection.

**Attachments:**

n/a

**Prepared By:**

Carrie Tyszka, Director



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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 9, 2024

**SUBJECT:** Request for Fee Waiver/CCARC, 1103 Chamberlain Highway.

**Summary of Agenda Item:**

CCARC is requesting a Fee Waiver for installation of a Heat Pump System in their new building, the former Prince of Peace Church at 1103 Chamberlain Highway. A Building Permit Application is included with this request.

CCARC is a non-profit operating in Berlin using 1103 Chamberlain Highway as an annex day and employment site for their programs.

**Actions Needed:**

Move to approve the request of Linda Iovanna, Chief Executive Officer of CCARC to waive the Building Permit Fee for replacement of the Heating System at 1103 Chamberlain Highway with a new Heat Pump System. The total amount of the fee to be waived is \$5,865.00.

**Attachments:**

- Request for Fee Waiver Form
- Copy of letter requesting the fee waiver from Executive Director Iovanna
- Copy of the Building Permit Application

**Prepared By:**

Frank Van Linter  
Building Official





## TOWN OF BERLIN Request for Fee Waiver

<b>Requesting Organization:</b> CCARC, Inc.	<b>Date:</b> 1/29/24
<b>Contact Name:</b> Marcy Goodman	
<b>Phone Number:</b> 860-612-5355	
<b>Event:</b>	<b>Date of Event:</b>
<b>Location of the Event:</b> 1103 Chamberlain Highway, Berlin	
<b>What fee do you want waived:</b> The permit fees associated with the installation of a new HVAC system. <div style="text-align: right;"><i>\$10,865.<sup>00</sup></i></div>	
<b>Identify the hardship incurred:</b> CCARC is a nonprofit providing essential services to people with disabilities. The purchase of this building is due to the overcrowding at our main facility, and the growth in key programs. CCARC does not receive funding for capital purchases or improvements to its facilities and must rely on fundraising dollars.	
<b>Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:</b> CCARC contributes to the Berlin community in numerous ways. Our programs give people with disabilities employment opportunities, community inclusion, and enriching experiences. These activities include frequenting Berlin establishments (day outings movies, mini golf) and our participants give back by volunteering at Hungerford Nature Center. With our main facility in neighboring New Britain, we have participants, employees, donors and volunteers that reside in Berlin. Over 30% of our participants are 60 and older. Additionally we operate 2 group homes. For over 20 years, CCARC has held it's annual golf tournament - of the oldest and most successful tournaments - at Timberlin.	

### Town Manager review:

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

Yes ☐ No ☐

If so, which criteria:

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

**TOWN OF BERLIN**  
**Request for Fee Waiver**

Name of Non-Profit or Political Organization: CCARC, Inc.

**Comments:**

1103 Chamberlain Highway will include our employment services. Individuals participate in a variety of comprehensive programs to build employable skills essential to finding and retaining meaningful and competitive employment. Once employed CCARC offers continued support to ensure their success. Many of the businesses individuals will work at will be in and around Berlin, contributing to the town's local economy. If approved, the savings will contribute significantly to our ability to cover the costs of the renovations and overall improvement of the building.

  
Signature

5/13/24  
Date

  
Town Manager Signature

5/14/24  
Date

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

**1. Fee Waiver Policy**

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

Linda Iovanna  
CEO



Lynn Ricci  
President

January 29, 2024  
Town of Berlin  
Frank Van Linter, Building Official  
240 Kensington Road  
Berlin, CT 06037

Dear Frank,

It has come to our attention that the Town of Berlin will waive permit fees for nonprofits operating in Berlin. As you know, we, CCARC, Inc, purchased 1103 Chamberlain Hwy on May 31, 2023. CCARC is a 501(c)3 providing services to people with intellectual and developmental disabilities. We will use Chamberlain Hwy as an annex day and employment site for our programs. Many improvements have already been completed including a new ADA ramp from the lower-level parking lot to the lower-level entrance, a drop ceiling and new lighting in the sanctuary, closed off the open balcony with a new wall and windows, and updated railing to bring them to code.

We have 2 remaining projects to begin shortly.

- installation of a new HVAC system to include heat pumps and air conditioning, and,
- all new energy efficient lighting.

Our contractors will be submitting permit requests within the next week or two.

We kindly ask you to consider authorizing waived permit fees for CCARC, Inc as we are beginning numerous projects to take occupancy of 1103 Chamberlain Hwy. As a nonprofit struggling to cover costs, these savings will make a considerable difference to the success of our renovations.

Thank you very much for your consideration; we are appreciative.

Best regards,

A handwritten signature in black ink, appearing to read 'Linda Iovanna', with a long, sweeping horizontal line extending to the right.

Linda Iovanna  
Chief Executive Officer

Day and Residential Services  
Administrative Offices, 950 Slater Road, New Britain, CT 06053  
Voice/TDD (860) 229-6665 • Fax (860) 826-6883  
[www.ccarc.com](http://www.ccarc.com) • [ccarc@ccarc.com](mailto:ccarc@ccarc.com)

Permit #:

Date: 01/27/2024

App #: HA-2024-0028

## Town of Berlin Building Permit Application

### Permit Application Type: Heating/HVAC

Address where work is being done:  
1103 CHAMBERLAIN HWY

Account #: 1101670

Owner: CCARC INC

Estimated Cost of Construction \$ **387,947.00**

Description of work being done:

Heat Pump installation. There are (3) floors to this building. Each floor has a heat gain-heat loss calculation. The heat pump systems chosen are ducted and ductless, and meet the building demands. We will also install energy recovery ventilators for obtaining fresh air in the space. The existing hot water boilers and baseboard will remain for a backup source of heat.

Fee Type	Amount	Paid Date
Heating-HVAC Permit Fees	\$5,865.00	

Contact Type	First Name	LastName	Phone #	Address	City	State	Zip
	PRINCE OF PEACE LUTHERN CHURCH			1103 CHAMBERLA IN HWY	KENSIN GTON	CT	06037
Owner		CCARC INC	860-612-5355	950 SLATER RD	NEW BRITAIN	CT	06053
Contractor	Robert	Boissonneaul t	(860)999-7643	1516 Park Street	Palmer	MA	01069

Applicant Signature: \_\_\_\_\_

Building Official Signature: \_\_\_\_\_

Internal Routing: **(Mandatory in Bold)**

	Initial/Date for Approval	Notes:
Electronic Signature		You are not approved to begin work until you receive a permit.
Building Department		
Tax Department	chennessy@berlinct.gov	

File Scanned on \_\_\_\_\_ by \_\_\_\_\_



Consent  
Agenda Item No. 6  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 9, 2024

**SUBJECT:** Fee Return

**Summary of Agenda Item:**

CCARC is requesting the return of Electrical Permit Fees paid on their building at 1103 Chamberlain Highway for remodeling. Installation of new lights in sanctuary room \$165.00 and installation of outlets and miscellaneous wiring \$105.00. Total request \$270.00.

CCARC is a non-profit operating in Berlin using 1103 Chamberlain Highway as an annex day and employment site for their programs.

**Actions Needed:**

Move to approve the request of CCARC for return of Electrical Permit Fees for work completed at their building on 1103 Chamberlain Highway. The total amount of the fee return is \$270.00.

**Attachments:**

- Request for Fee Waiver Form
- Copy of letter requesting the fee return from Linda Iovanna, Chief Executive Officer of CCARC
- Copy of Electrical Permits

**Prepared By:**

Frank Van Linter  
Building Official



Linda Iovanna  
CEO



Lynn Ricci  
President

January 29, 2024  
Town of Berlin  
Frank Van Linter, Building Official  
240 Kensington Road  
Berlin, CT 06037

Dear Frank,

It has come to our attention that the Town of Berlin will waive permit fees for nonprofits operating in Berlin. As you know, we, CCARC, Inc, purchased 1103 Chamberlain Hwy on May 31, 2023. CCARC is a 501(c)3 providing services to people with intellectual and developmental disabilities. We will use Chamberlain Hwy as an annex day and employment site for our programs. Many improvements have already been completed including a new ADA ramp from the lower-level parking lot to the lower-level entrance, a drop ceiling and new lighting in the sanctuary, closed off the open balcony with a new all and windows, and updated railing to bring them to code.

We have 2 remaining projects to begin shortly.

- installation of a new HVAC system to include heat pumps and air conditioning, and,
- all new energy efficient lighting.

Our contractors will be submitting permit requests within the next week or two.

We kindly ask you to consider authorizing waived permit fees for CCARC, Inc as we are beginning numerous projects to take occupancy of 1103 Chamberlain Hwy. As a nonprofit struggling to cover costs, these savings will make a considerable difference to the success of our renovations.

Thank you very much for your consideration; we are appreciative.

Best regards,

A handwritten signature in black ink, appearing to read "Linda Iovanna", with a long horizontal flourish extending to the right.

Linda Iovanna  
Chief Executive Officer



## TOWN OF BERLIN

### Request for Fee Waiver

<b>Requesting Organization:</b> CCARC, Inc.	<b>Date:</b> 1/29/24
<b>Contact Name:</b> Marcy Goodman	
<b>Phone Number:</b> 860-612-5355	
<b>Event:</b>	<b>Date of Event:</b>
<b>Location of the Event:</b> 1103 Chamberlain Highway, Berlin	
<b>What fee do you want waived:</b> The permit fees associated with the installation of all new energy efficient lighting. <div style="text-align: right; margin-top: 10px;"><i>\$ 270.00</i></div>	
<b>Identify the hardship incurred:</b> CCARC is a nonprofit providing essential services to people with disabilities. The purchase of this building is due to the overcrowding at our main facility, and the growth in key programs. CCARC does not receive funding for capital purchases or improvements to its facilities and must rely on fundraising dollars.	
<b>Identify how your organization benefits the Town of Berlin as outlined in the below criteria.</b> <b>Please be specific:</b> CCARC contributes to the Berlin community in numerous ways. Our programs give people with disabilities employment opportunities, community inclusion, and enriching experiences. These activities include frequenting Berlin establishments (day outings movies, mini golf) and our participants give back by volunteering at Hungerford Nature Center. With our main facility in neighboring New Britain, we have participants, employees, donors and volunteers that reside in Berlin. Over 30% of our participants are 60 and older. Additionally we operate 2 group homes. For over 20 years, CCARC has held it's annual golf tournament - of the oldest and most successful tournaments - at Timberlin.	

**Town Manager review:**

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

Yes ☐ No ☐

If so, which criteria:

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



## TOWN OF BERLIN Request for Fee Waiver

Name of Non-Profit or Political Organization: CCARC, Inc.

**Comments:**

1103 Chamberlain Highway will include our employment services. Individuals participate in a variety of comprehensive programs to build employable skills essential to finding and retaining meaningful and competitive employment. Once employed CCARC offers continued support to ensure their success. Many of the businesses individuals will work at will be in and around Berlin, contributing to the town's local economy. If approved, the savings will contribute significantly to our ability to cover the costs of the renovations and overall improvement of the building.

  
Signature

5/13/24  
Date

  
Town Manager Signature

5/14/24  
Date

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

### 1. Fee Waiver Policy

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



PROP NO. 20-1-71-39B

Permit No. EP-2023-0458

## TOWN OF BERLIN

Kensington Road  
Berlin, CT 06037

Frank Van Linter  
(860) 828-7012

### Electrical Permit

Location: 1103 CHAMBERLAIN HWY Acct# 1101670

Owner: CCARC INC

**PERMIT ISSUED TO:**

Dsa electric llc  
DANIEL S AYERS  
147 JOHN ST  
NEWINGTON, CT 061114326

**HOMEOWNER ADDRESS:**

CCARC INC  
950 SLATER RD  
NEW BRITAIN, CT 06053  
860-612-5355

Permit Type: Electrical  
Property Type:  
Property Class: 9060 - Church Etc MDL-96

EST. VALUE: \$3500  
BLDG. PERMIT: EP-2023-0458

Issue Date: 12/05/2023  
App. Date: 11/14/2023

Receipt Issued By: Juliet Benjamin

**Comments...**

Feed rec. in several pieces of adjustable office partitions. Run data lines to partitions and several other locations, wire four outlets in a framed partition, run a line for a copier rec. and change out several existing exit signs to exit/emerg. lights... Lighting work to be done by others..

<u>Fee Type</u>	<u>Amount</u>
Electrical Permit Fees	\$105.00

TOTAL AMOUNT: \$105.00

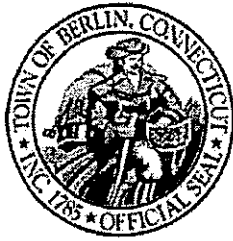
Building Inspection Division  
*Frank Van Linter*

\_\_\_\_\_  
Building Official

Electronic Signature: You are not approved to begin work until you receive a permit.  
Tax Department:  
Building Department:

*The permit holder is responsible for scheduling all required inspections*

Electrical Final      Final/ Compliance      Electrical - Rough Wiring



**Town of Berlin, CT  
Building Department**

240 Kensington Rd.  
Berlin, CT 06037  
(860) 828-7012

Date: 11/14/2023

Application No.EA-2023-0507

Issue To: DANIEL S AYERS

Company Name: Dsa electric llc

For work being done at: 1103 CHAMBERLAIN HWY

Account #1101670

Property is Owned by: CCARC INC  
950 SLATER RD  
NEW BRITAIN, CT

Estimated Value: \$3500

Fee Type	Amount
Electrical Permit Fees	\$105

**Total Fees: \$105.00**

Payment Type	Check #	Payment Amount
CC		\$105.00

Receipt Issued By: Frank VanLinter

**THIS RECEIPT IS NOT  
A BUILDING PERMIT**

**No construction or excavation may  
Begin until a Building Permit is issued.**



PROP NO. 20-1-71-39B

Permit No. EP-2024-0013

## TOWN OF BERLIN

Kensington Road  
Berlin, CT 06037

Frank Van Linter  
(860) 828-7012

### Electrical Permit

Location: 1103 CHAMBERLAIN HWY Acct# 1101670

Owner: CCARC INC

PERMIT ISSUED TO:  
CLG ELECTRIC LLC  
COREY J GENGENBACH  
77 WOODS RD  
SOMERS, CT 06071

HOMEOWNER ADDRESS:  
CCARC INC  
950 SLATER RD  
NEW BRITAIN, CT 06053  
860-612-5355

Permit Type: Electrical  
Property Type:  
Property Class: 9060 - Church Etc MDL-96

EST. VALUE: \$8000  
BLDG. PERMIT: EP-2024-0013

Issue Date: 01/12/2024  
App. Date: 12/20/2023

Receipt Issued By: Jeff Toussaint

Comments...  
Install new lights in sanctuary room

<u>Fee Type</u>	<u>Amount</u>
Electrical Permit Fees	\$165.00

TOTAL AMOUNT: \$165.00

Building Inspection Division  
*Frank Van Linter*

\_\_\_\_\_  
Building Official

Electronic Signature: You are not approved to begin work until you receive a permit.  
Building Department:  
Tax Department:

---

*The permit holder is responsible for scheduling all required inspections*



**Town of Berlin, CT  
Building Department**

240 Kensington Rd.  
Berlin, CT 06037  
(860) 828-7012

Date: 12/20/2023

Application No.EA-2023-0546

Issue To: COREY J GENGENBACH

Company Name: CLG ELECTRIC LLC

For work being done at: 1103 CHAMBERLAIN HWY

Account #1101670

Property is Owned by: CCARC INC  
950 SLATER RD  
NEW BRITAIN, CT

Estimated Value: \$8000

Fee Type	Amount
Electrical Permit Fees	\$165

**Total Fees: \$165.00**

Payment Type	Check #	Payment Amount
CC		\$165.00

Receipt Issued By: Frank VanLinter

**THIS RECEIPT IS NOT  
A BUILDING PERMIT**

No construction or excavation may  
Begin until a Building Permit is issued.

Consent<sup>+</sup>  
Agenda Item No. 7  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 9, 2024

**SUBJECT:** Fee Return for CCARC, INC.

**Summary of Agenda Item:**

CCARC is requesting the return of a fee for construction of an ADA Handicap Ramp on their building at 1103 Chamberlain Highway in the amount of \$2,160.00.

CCARC is a non-profit operating in Berlin using 1103 Chamberlain Highway as an annex day and employment site for their programs.

**Actions Needed:**

Move to approve the request of CCARC for return of a Building Permit Fee for construction of an ADA Handicap Ramp. Total fee \$2,160.00.

**Attachments:**

- Request for Fee Waiver Form
- Copy of letter requesting the fee return from Linda Iovanna, Chief Executive Officer of CCARC
- Copy of Building Permit

**Prepared By:**

Frank Van Linter  
Building Official



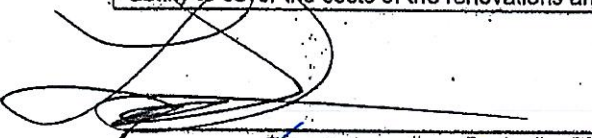


## TOWN OF BERLIN Request for Fee Waiver

Name of Non-Profit or Political Organization: CCARC, Inc.

**Comments:**

1103 Chamberlain Highway will include our employment services. Individuals participate in a variety of comprehensive programs to build employable skills essential to finding and retaining meaningful and competitive employment. Once employed CCARC offers continued support to ensure their success. Many of the businesses individuals will work at will be in and around Berlin, contributing to the town's local economy. If approved, the savings will contribute significantly to our ability to cover the costs of the renovations and overall improvement of the building.

  
Signature

5/13/24  
Date

  
Town Manager Signature

5/14/24  
Date

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

1. Fee Waiver Policy

1. Fee waivers will be granted on an ad-hoc basis giving due consideration to the financial needs of the Town and the fiscal impact of the waiver upon the Town.

2. Preference for fee waivers will be given to those private, non-profit organizations that serve Berlin that are proposing events which will raise funds that are intended to supplement Town funds for budgeted items or programs, raise funds for programs that would normally be funded by the Town, raise funds for programs by non-profit groups that have contributed substantially to the community, raise funds for programs for local senior or youth groups with a state or national affiliation or raise funds for scholarships for Berlin students.

3. The Town of Berlin will grant fee waivers sparingly with due consideration given to the costs and benefits derived from the fee waiver.

4. Golf Course charity fees will be set at the 18 hole resident rate.

5. The Town Council will consider waiving fees only when the Town Manager receives in writing a request stating that an undue hardship exists and the overall benefit the community will receive as a result of the program. Such waivers must be submitted at least one month in advance of the event for which the waiver is sought.

6. Any and all fee waivers are at the sole discretion of the Town Council.

Linda Iovanna  
CEO



Lynn Ricci  
President

June 28, 2023  
Town of Berlin  
Frank Van Linter, Building Official  
240 Kensington Road  
Berlin, CT 06037

Dear Frank,

It has come to our attention that the Town of Berlin will waive permit fees for nonprofits operating in Berlin. As you know, we, CCARC, Inc, purchased 1103 Chamberlain Hwy on May 31, 2023. CCARC is a 501(c)3 providing services to people with intellectual and developmental disabilities. We will use Chamberlain Hwy as an annex day and employment site for our programs. We are hoping to begin renovation on projects needed for our certificate of occupancy.

Our contractors will be submitting permit requests within the next week or two.

The most immediate projects include:

- Accessible walkway from the lower level to the parking lot – GN Construction
- Lighting – LED and motion sensors and acoustic ceiling – ELC, Inc and Leading-Edge Construction
- Front stairway – changing the rise from 7.5 inches to 7 inches – GN Construction
- Replacing the septic system – Skips Wastewater Services
- Driveway guardrail/barrier - GN Construction

We kindly ask you to consider authorizing waived permit fees for CCARC, Inc as we are beginning numerous projects to take occupancy of 1103 Chamberlain Hwy. As a nonprofit struggling to cover costs, this savings will make a considerable difference to the success of our renovations.

Thank you very much for your consideration; we are appreciative.

Best regards,



Linda Iovanna  
Chief Executive Officer

Day and Residential Services  
Administrative Offices, 950 Slater Road, New Britain, CT 06053  
Voice/TDD (860) 229-6665 • Fax (860) 826-6883  
www.ccarc.com • ccarc@ccarc.com





## TOWN OF BERLIN Request for Fee Waiver

<b>Requesting Organization:</b> CCARC, Inc.	<b>Date:</b> 7/5/23
<b>Contact Name:</b> Marcy Goodman	
<b>Phone Number:</b> 860-612-5355	
<b>Event:</b>	<b>Date of Event:</b>
<b>Location of the Event:</b> 1103 Chamberlain Highway, Berlin	
<b>What fee do you want waived:</b> All permit fees associated with the projects and construction required to take occupancy of 1103 Chamberlain highway. This includes an accessible ramp, replacing the septic system, driveway guardrail/barrier, interior lighting, replace the front steps (if modification request is denied). <i>\$2160.00</i>	
<b>Identify the hardship incurred:</b> CCARC is a nonprofit providing essential services to people with disabilities. The purchase of this building is due to the overcrowding at our main facility, and the growth in key programs. CCARC does not receive funding for capital purchases or improvements to its facilities and must rely on fundraising dollars.	
<b>Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:</b> CCARC contributes to the Berlin community in numerous ways. Our programs give people with disabilities employment opportunities, community inclusion, and enriching experiences. These activities include frequenting Berlin establishments (day outings movies, mini golf) and our participants give back by volunteering at Hungerford Nature Center. With our main facility in neighboring New Britain, we have participants, employees, donors and volunteers that reside in Berlin. Over 30% of our participants are 60 and older. Additionally we operate 2 group homes. For over 20 years, CCARC has held it's annual golf tournament - of the oldest and most successful tournaments - at Timberlin.	

### Town Manager review:

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

Yes ☐ No ☐

If so, which criteria:

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



PROP NO. 20-1-71-39B

Permit No. CBP-2023-0081

## TOWN OF BERLIN

Kensington Road  
Berlin, CT 06037

Frank Van Linter  
(860) 828-7012

### Commercial Addition Permit

Location: 1103 CHAMBERLAIN HWY Acct# 1101670

Owner: CCARC INC

PERMIT ISSUED TO:  
GN Construction, LLC.  
GN LLC  
55 Girard Ave  
Hartford, CT 06105

HOMEOWNER ADDRESS:  
CCARC INC  
950 SLATER RD  
NEW BRITAIN, CT 06053  
860-612-5355

Permit Type: Commercial Addition  
Property Type:  
Property Class: 9060 - Church Etc MDL-96

EST. VALUE: \$140050  
BLDG. PERMIT: CBP-2023-0081

Issue Date: 10/11/2023  
App. Date: 07/27/2023

Receipt Issued By: Jeff Toussaint

#### Comments...

Build ADA Ramp based on provided drawings at former Prince of Peace Church.

<u>Fee Type</u>	<u>Amount</u>
Building Permit Fee	\$2160.00

TOTAL AMOUNT: \$2160.00

Building Inspection Division  
*Frank Van Linter*

\_\_\_\_\_  
Building Official

Electronic Signature: You are not approved to begin work until you receive a permit.  
Tax Department:  
Building Department:  
Zoning: PM 9-7-23  
Health Department:

---

*The permit holder is responsible for scheduling all required inspections*

Miscellaneous



**Town of Berlin, CT  
Building Department**

240 Kensington Rd.  
Berlin, CT 06037  
(860) 828-7012

Date: 07/27/2023

Application No.CBA-2023-0097

Issue To: GN LLC

Company Name: GN Construction, LLC.

For work being done at: 1103 CHAMBERLAIN HWY

Account #1101670

Property is Owned by: CCARC INC  
950 SLATER RD  
NEW BRITAIN, CT

Estimated Value: \$140050

Fee Type	Amount
Building Permit Fee	\$2160

**Total Fees: \$2160.00**

Payment Type	Check #	Payment Amount
ACH	9380	\$2160.00

Receipt Issued By: Frank VanLinter

**THIS RECEIPT IS NOT  
A BUILDING PERMIT**

**No construction or excavation may  
Begin until a Building Permit is issued.**

Consent  
Agenda Item No. 8  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 13, 2024

**SUBJECT:** Donations for K9 Program

**Summary of Agenda Item:**

The Police Department has received a \$12,800 donation from Anthony Micacci (\$ 10,300) and Lucia Micacci-Bantle (\$ 2,500) to the K9 Program.

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

**Funding**

No funding needed.

**Action Needed:**

Move to accept the donations of \$12,800 and appropriate the funds to the Police K9 Program Expenditure Account.

**Attachments:**

None

**Prepared By:**

Deputy Chief Drew Gallupe DG

Consent  
Agenda Item No. 9  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 13, 2024

**SUBJECT:** Donation for supplies.

**Summary of Agenda Item:**

The Police Department has received \$650 in donations for supplies from Emmanuel Rigas \$25, Eleanor Hill \$25, and Donna Barrows \$100 and E-J Electric T&D LLC \$500 (for Cadet Program).

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

**Funding**

No funding needed.

**Action Needed:**

Move to accept the donation of \$650 and appropriate the funds to the Supplies Expenditure Account.

**Attachments:**

None

**Prepared By:**

Deputy Chief Drew Gallupe *Da*

Consent  
Agenda Item No. 10  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 13, 2024

**SUBJECT:** Permission to consume alcoholic beverages (BYOB - beer and wine) at Timberlin Park Pavilion for Vincent Carbonell, SACC (Spanish American Cultural Club) picnic.

**SUMMARY:**

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 9, 2024 recommended permission for consumption of alcoholic beverages (BYOB) for a summer picnic at Timberlin Park Pavilion for Vincent Carbonell, Spanish American Cultural Club on Saturday, June 8, 2024, 9:00 a.m. to 6 p.m. There will be approximately 45 people in attendance ranging from ages 50 to 75. Food will be served buffet style. Insurance will be obtained if alcohol permit is approved.

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

**FUNDING:**

No funding needed.

**ACTION NEEDED:**

Move to approve permission for consumption of alcoholic beverages (BYOB) at Timberlin Park Pavilion for the Vincent Carbonell - SACC (Spanish American Cultural Club) annual picnic for approximately 45 people on Saturday, June 8, 2024, 9:00 a.m. to 6 p.m. A buffet style meal will be served. Insurance will be obtained.

**ATTACHMENTS:**

Permission for the use of alcoholic beverages

**PREPARED BY:**

Jennifer Ochoa, Director of Community, Recreation and Park Services



**TOWN OF BERLIN**  
**Community, Recreation and Park Services**  
**DIVISION OF PARKS & RECREATION**

**PERMISSION FOR USE OF ALCOHOLIC BEVERAGES**

ORGANIZATION: SACC FACILITY REQUESTED Timberlin  
CONTACT PERSON: Vincent Carbonell PHONE: 860.324.0604  
STREET: 954 Farmington Ave CITY: Berlin ZIP: 06037  
RENTAL DATE: 06/08/2024 START TIME: 9:00 FINISH TIME: 6:00  
NATURE OF ACTIVITY: Summer Picnic  
AGE GROUP: \_\_\_\_\_ TOTAL ATTENDANCE: 45 MINORS: YES: \_\_\_\_\_ NO: X  
TYPE OF ALCOHOL: BEER: Yes WINE: Yes OTHER (EXPLAIN): \_\_\_\_\_  
HOW DISPENSED: CASH BAR: \_\_\_\_\_ OPEN BAR: \_\_\_\_\_ BYOB: Yes  
FOOD: YES: X NO: \_\_\_\_\_ HOW SERVED: SIT DOWN \_\_\_\_\_ BUFFET X OTHER \_\_\_\_\_  
ENTERTAINMENT: YES \_\_\_\_\_ NO X TYPE: \_\_\_\_\_  
WILL FEES BE ASSESSED TO THOSE ATTENDING: YES \_\_\_\_\_ NO X EXPLAIN: \_\_\_\_\_

**SECURITY DEPOSIT:** The use of alcoholic beverages in/around the premises is prohibited unless expressly authorized by proper permits. A Security Deposit is required.

**DAMAGE FEES:** Any cost resulting from damage to the premises occurring as a result of the lessee's use of the facility will be borne by the lessee.

**INSURANCE, (TULIP):** Insurance is required by all groups requesting the use of alcoholic beverages.

I certify that the information given above is true and correct under the penalty of law. I understand that refusal to abide by the rules and privileges granted by the permit will lead to revocation, and that a refund of fees and security deposit will not be granted.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**PERMISSION FOR CONSUMPTION OF ALCOHOLIC BEVERAGES:**

	Approved	Denied
Chief of Police <u>Matthew J. Kelly, Jr.</u>	<u>X</u>	_____
Town Manager <u>Shoshana G. Gagliardi</u>	<u>X</u>	_____
Community, Recreation and Park Services Rep. <u>[Signature]</u>	<u>✓</u>	_____
Parks and Recreation Commission	<u>✓</u>	_____
Town Council	_____	_____

Reason for Denial: \_\_\_\_\_

State Liquor License required: Yes \_\_\_\_\_ No \_\_\_\_\_

Consent

Agenda Item No. 11  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 13, 2024

**SUBJECT:** Approval to sell ice cream, snacks and beverages in Town parks – Valerie Zimmer of Mama Mia's Ice Cream

**SUMMARY:**

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 9, 2024 recommended that Valerie Zimmer of Mama Mia's Ice Cream Truck be authorized to sell ice cream, snacks and beverages from her ice cream truck at Clark's Grove, Percival Pool and Sage Park.

Valerie Zimmer 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 Valerie Zimmer of Mama Mia's Ice Cream Truck to be authorized to sell ice cream, snacks and beverages at the following parks and playgrounds: Clark's Grove, Percival Pool and Sage Park.

**ATTACHMENTS:**

None


**PREPARED BY:**

Jennifer Ochoa, Director, Community Recreation and Parks Services



Consent  
Agenda Item No. 12  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager 

**DATE:** May 13, 2024

**SUBJECT:** Permission to consume and serve alcoholic beverages (open bar of beer, wine, hard seltzer) for a Bridal Shower at Pistol Creek on Saturday, September 14, 2024 for Kristen Bryant

**SUMMARY:**

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 9, 2024, recommended permission for consumption and serving of alcoholic beverages (open bar of beer, wine, hard seltzer) at Pistol Creek for Kristen Bryant for a Bridal Shower. approximately 40 adults on Saturday, September 14, 2024 from 11 AM to 5 PM. Food will be served buffet style. Insurance will be obtained if permission is granted.

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

**FUNDING:**

No funding needed.


**ACTION NEEDED:**

Move to approve permission for consumption and serving of alcoholic beverages (open bar of beer, wine, hard seltzer) at Pistol Creek for Kristen Bryant for a Bridal Shower for approximately 40 adults on Saturday, September 14, 2024, from 11 AM to 5 PM. Food will be served buffet style. Insurance will be obtained if permission is granted.

**ATTACHMENTS:**

Permission for the use of alcoholic beverages

**PREPARED BY:**

Jennifer Ochoa, Director Community, Recreation and Park Services 

**TOWN OF BERLIN**  
**Community, Recreation and Park Services**  
**DIVISION OF PARKS & RECREATION**

**PERMISSION FOR USE OF ALCOHOLIC BEVERAGES**

ORGANIZATION: N/A FACILITY REQUESTED: Pistol Creek Clubhouse  
CONTACT PERSON: Kristen Bryant DOB: 12/22/94 PHONE: (203) 944-3411  
STREET: 26 Grove Rd. CITY: Cromwell ZIP: 06416  
RENTAL DATE: 9/14/24 START TIME: Event 1:00 pm FINISH TIME: Event 4:00 pm  
NATURE OF ACTIVITY: Bridal Shower  
AGE GROUP: Adults TOTAL ATTENDANCE: 35-40 MINORS: YES: NO ☒  
TYPE OF ALCOHOL: BEER: ✓ WINE: ✓ OTHER (EXPLAIN): hard seltzer  
HOW DISPENSED: CASH BAR: OPEN BAR: ✓ BYOB: NO  
FOOD: YES: ✓ NO: NO HOW SERVED: SIT DOWN: BUFFET: ✓ OTHER: NO  
ENTERTAINMENT: YES: NO ☒ TYPE: NO  
WILL FEES BE ASSESSED TO THOSE ATTENDING: YES: NO ☒ EXPLAIN: NO

**SECURITY DEPOSIT:** The use of alcoholic beverages in/around the premises is prohibited unless expressly authorized by proper permits. A Security Deposit is required.

**DAMAGE FEES:** Any cost resulting from damage to the premises occurring as a result of the lessee's use of the facility will be borne by the lessee.

**INSURANCE:** Insurance is required by all groups requesting the use of alcoholic beverages.

I certify that the information given above is true and correct under the penalty of law. I understand that refusal to abide by the rules and privileges granted by the permit will lead to revocation, and that a refund of fees and security deposit will not be granted.

Date: 3/9/24

Signature: [Signature]

**PERMISSION FOR CONSUMPTION OF ALCOHOLIC BEVERAGES:**

	Approved	Denied
Chief of Police <u>[Signature]</u>	<u>X</u>	
Town Manager <u>[Signature]</u>	<u>X</u>	
Community, Recreation and Park Services Rep. <u>[Signature]</u>	<u>✓</u>	
Parks and Recreation Commission	<u>✓</u>	
Town Council		
Reason for Denial:		

State Liquor License required:

Yes NO

No NO



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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 8, 2024

**SUBJECT:** Appropriation of \$800,000 from General Fund Unassigned Fund Balance to the Transportation Alternatives Grant Match Account

**Summary of Agenda Item:**

The Capitol Region Council of Governments (CRCOG) issued a Request for Proposals (RFP) Solicitation for the Transportation Alternatives Program (TAP). Eligible projects include on-and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, multi-use trail projects, and safe routes to school projects. The Town has been working on integrating its sidewalk network to provide safe walking routes, including particularly safe routes to schools. The Transportation Alternatives Program provides an opportunity for the Town to secure funds to advance its sidewalk plan and to make crosswalks safer.

The Town Council authorized the Town Manager to apply for a \$3.2 million TAP grant and scheduled a Town Meeting for 6:45 PM on May 21 to consider approval of a non-budgeted appropriation of \$800,000 from General Fund Unassigned Fund Balance to the Transportation Alternatives Grant Match Account.

With the help of consultants FHI and WMC, staff analyzed the sidewalk network and recommends that sidewalk connections around Berlin High School, McGee Middle School, Willard Elementary School, and Hubbard Elementary School be proposed in the TAP grant application (map and list of proposed sidewalks is attached).

In addition, this sidewalk project would be subject to the Section 8-24 review process, so it is recommended that the proposed sidewalks project be referred to the Planning and Zoning Commission for a Section 8-24 report.

**Funding:**

The purpose of this agenda item is the approval of a non-budgeted appropriation of \$800,000 from General Fund Unassigned Fund Balance to the Transportation Alternatives Grant Match Account.

**Actions Needed:**

Move to authorize a non-budgeted appropriation of \$800,000 from General Fund Unassigned Fund Balance to the Transportation Alternatives Grant Match Account and to refer this matter to the Board of Finance.

Move to refer the proposed sidewalks project to the Planning and Zoning Commission for a report pursuant to Section 8-24 of the Connecticut General Statutes.

**Attachments:**

1. Maps showing the location of proposed sidewalk improvements.
2. Cost estimate for project.

**Prepared By:**

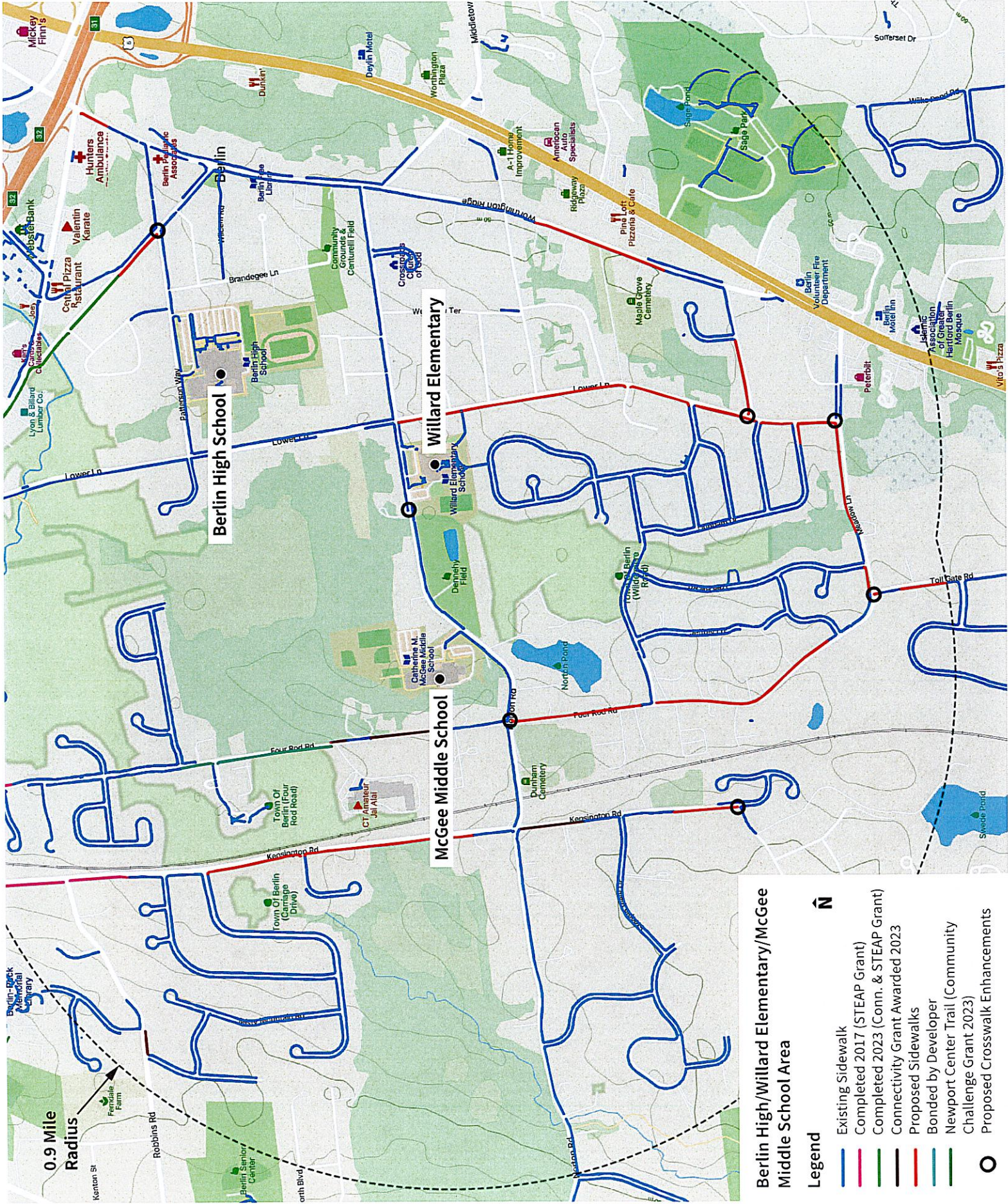
Jim Mahoney, Economic Development Coordinator

Mike Ahern, Public Works Director

Chris Edge, Economic Development Director

*HSA*



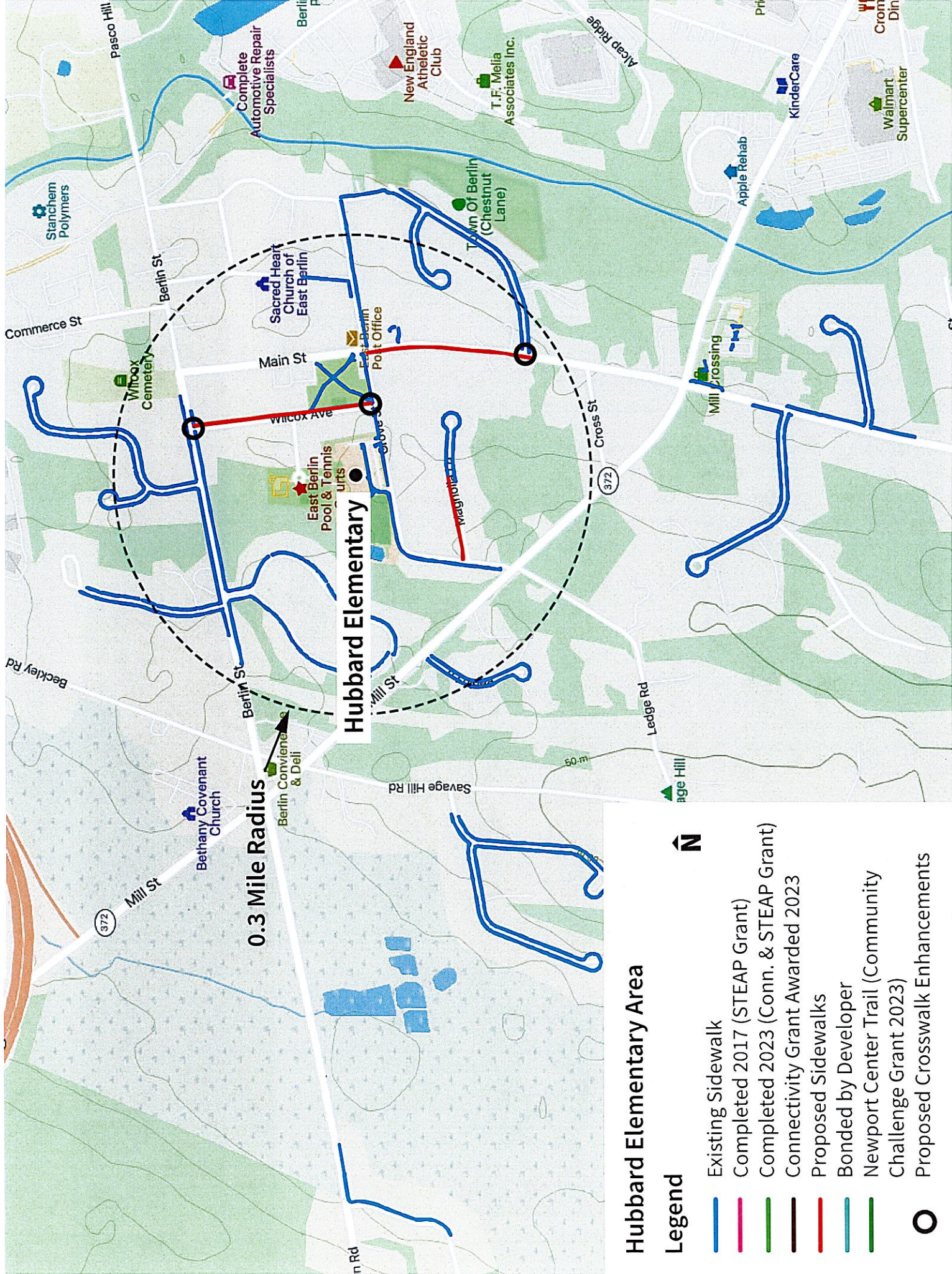


**Berlin High/Willard Elementary/McGee Middle School Area**

**Legend**

- Existing Sidewalk
- Completed 2017 (STEAP Grant)
- Completed 2023 (Conn. & STEAP Grant)
- Connectivity Grant Awarded 2023
- Proposed Sidewalks
- Bonded by Developer
- Newport Center Trail (Community Challenge Grant 2023)
- Proposed Crosswalk Enhancements





# Hubbard Elementary Area

## Legend

- Existing Sidewalk
- Completed 2017 (STEAP Grant)
- Completed 2023 (Conn. & STEAP Grant)
- Connectivity Grant Awarded 2023
- Proposed Sidewalks
- Bonded by Developer
- Newport Center Trail (Community Challenge Grant 2023)
- Proposed Crosswalk Enhancements



# Construction Cost Estimate | Local Roads Oversight Funding

## PRIORITY 1 SEGMENTS

Total Length = 17,390 ft

### Major and Minor Contract Items

Item No.	Item	Unit	Quantity	Unit \$	Total Cost
0202000	Earth Excavation	C.Y.	1000	\$ 24.00	\$ 24,000.00
0202540	Replace & Reset Iron Pin	Ea.	20	\$ 650.00	\$ 13,000.00
0202574	Reset Monument	Ea.	4	\$ 750.00	\$ 3,000.00
0207000	Borrow	C.Y.	200	\$ 24.00	\$ 4,800.00
0219001	Sedimentation Control System	L.F.	9000	\$ 5.00	\$ 45,000.00
0219011	Sedimentation Control Systems at Catch Basin	Ea.	40	\$ 125.00	\$ 5,000.00
0601445	Embankment Walls	L.S.	4	\$ 20,000.00	\$ 80,000.00
0815001	Bituminous Concrete Lip Curbing	L.F.	200	\$ 15.00	\$ 3,000.00
0921001	5" Concrete Sidewalk	S.F.	62500	\$ 12.50	\$ 781,250.00
921003	8" Concrete Sidewalk	S.F.	7500	\$ 16.50	\$ 123,750.00
0921005	Concrete Sidewalk Ramp	S.F.	800	\$ 24.00	\$ 19,200.00
0922501	Bituminous Concrete Driveway (Residential)	S.Y.	800	\$ 55.00	\$ 44,000.00
0944000	Furnishing and Placing Topsoil	S.Y.	12000	\$ 9.50	\$ 114,000.00
0950005	Turf Establishment	S.Y.	15000	\$ 1.75	\$ 26,250.00
0970006	Traffic Person (Municipal Police Officer)	Est.	1	\$ 20,000.00	\$ 20,000.00
0970007	Traffic Person (Uniformed Flagger)	Hr.	2500	\$ 55.00	\$ 137,500.00
1206023	Removal and Relocation of Existing Signing	L.S.	1	\$ 20,000.00	\$ 20,000.00
1208932	Sign Face Sheet Aluminum (Type IV Retroreflective)	S.F.	100	\$ 65.00	\$ 6,500.00
1210105	Epoxy Resin Pavement Markings, Symbols and Legends	S.F.	2000	\$ 5.00	\$ 10,000.00
1210106	12" White Epoxy Resin Pavement Markings	L.F.	250	\$ 4.00	\$ 1,000.00
1302062	Adjust Gate Box (Water)	Ea.	18	\$ 250.00	\$ 4,500.00
1302062	Adjust Gate Box (Gas)	Ea.	18	\$ 250.00	\$ 4,500.00
				\$ -	\$ -
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				\$ -	\$ -

**A Major Items Subtotal** **\$ 1,490,250**

**B Minor Items Subtotal** **\$ 372,563**

**C Major and Minor Contract Items Subtotal (A + B)** **\$ 1,862,813**

### Other Item Allowances

Clearing and Grubbing (suggested 0.5% - 2%)	3	% of Line "C"	\$ 55,884
M & P of Traffic (suggested 2% - 5%)	3	% of Line "C"	\$ 55,884
Mobilization (suggested 4% - 10%)	6.5	% of Line "C"	\$ 121,083
Construction Staking (suggested 1% - 2%)	1.5	% of Line "C"	\$ 27,942

**D Other Items Subtotal** **\$ 260,793**

**E CONTRACT SUBTOTAL (C + D)** **\$ 2,123,606**

### Inflation Costs (Simple Method)

Date of Estimate (provide date of estimate)	May-24
Anticipated Bid Date (provide anticipated bid date)	Apr-26
Annual Inflation (5% annually, 0% at Final Design)	5%

**F Inflation Subtotal** **\$ 201,743**


**G TOTAL CONTRACT COST ESTIMATE (E + F) (Rounded to nearest \$1000)** **\$ 2,325,000**

### Transportation Alternatives Project Costs Summary

Contract Cost Estimate (Line "G")		\$ 2,325,000
Contingencies (25% planning level estimate)	25%	\$ 581,250
Incidentals (25% planning level estimate)	25%	\$ 581,250
ROW	0%	\$ -
Utilities	0%	\$ -
Design Phase Engineering Costs	10%	\$ 232,500
Construction Administration	12%	\$ 279,000
<b>TOTAL PROJECT COST</b>		<b>\$ 3,999,000</b>



Agenda Item No. 2  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager   
**DATE:** May 10, 2024  
**SUBJECT:** Report from the Plan of Conservation and Development Implementation Committee

**Summary of Agenda Item:**

In October of 2023, the Town Council appointed a Plan of Conservation and Development (POCD) Implementation Committee. The purpose of the Committee is to monitor and report to the Town Council on progress on implementing the goals, strategies and actions contained in the Plan. The Committee has had three meetings to date and will present its first report to the Town Council.

**Funding:**

No additional funding is required for the Implementation Committee.


**Actions Needed:**

None

**Attachments:**

1. Implementation Plan status report.
2. Memo related to status of efforts to create affordable housing.
3. Capital Items information.

**Prepared By:**

Maureen Giusti, Town Planner   
Jim Mahoney, Economic Development Coordinator

#	Strategies & Actions	Status
	Ensure that the Town's zoning regulations direct development towards areas that can support development without adversely impacting the Town's environmental resources.	
1	Prioritize the protection and acquisition of open space and improve linkages between existing open space properties.	
2		
2.6	Prioritize the acquisition of properties that would link existing protected open space properties and foster improved intertown connections such as at Lamentation Mountain (Middletown, Meriden), Ragged Mountain (NB, Southington,) and Short Mountain (Southington).	Acquired Reservoir Road property at Southington line and relocated Wigwam Road ROW to create potential new trail connection between Timberlin and Ragged Mountain.
2.7	Review open space areas that do not have conservation easements and recommend additional protection for all or parts of these properties, as required.	Mapping completed to identify open space/park areas without conservation easements.
3	Adopt and implement low impact policies and practices.	
4	Continue the oversight and protection of environmentally sensitive areas.	
4.2		Regular invasive aquatic species treatment is being done at Paper Goods Pond, Railroad Pond and Veterans Park. Evaluation was done of aquatic invasives at Silver Lake and a grant application for treatment was submitted but we did not receive a grant.
5	Continue to attempt to manage invasive species problems in Town-owned waterbodies.	
	Actively work towards protecting and improving water quality of the Mattabessett River and other waterways in the Town.	
6	Improve stewardship of forests and tree canopy on Town-owned open space and rights-of-way.	
7	Continue to promote sustainable stormwater management and floodplain management to be resilient and adaptable to a changing climate.	
8	Expand and improve the Town's trail system to better connect open space properties and connect Berlin to trail networks in surrounding Towns and improve access to and promotion of trail system.	
8.1	Work with CFPA, Land Trusts and neighboring Towns to protect the path of major through Trails or to relocate trails to protected property when necessary.	CFPA has completed relocation of the Metacomet Trail in the Blue Hills Conservation Area. An updated map is expected soon.
8.3	Work with New Britain Water Department to relocate a portion of the former Wigwam Road ROW to connect Reservoir Road to Ragged Mountain Preserve. Develop a trail after the ROW is relocated.	New Britain agreed to ROW relocation and this was recorded in the Land Records.
8.5	Improve the connection between Pistol Creek and the through Trails at Lamentation Mountain.	Recreational Trails grant application for March funding round was submitted in cooperation with Middletown.
8.6	Relocate the Metacomet Trail off private property and into the Blue Hills Conservation area in the vicinity of Summit Wood Drive.	Connecticut Forest and Park Assoc. is doing this trail relocation. Work is completed.

8.9	Keep trails information up to date on the Town website and make trails information available through apps.	We are talking to New England GEO, our gis vendor about updating maps and getting this information on appropriate apps. The open space story map section of the Town gis site uses old software and may need to be replaced/updated.
9	Provide site improvements to open space properties to ensure proper stewardship of those properties and to improve access by the public.	
9.4	Work with Middletown to improve the Pistol Creek properties and expand trail connections to Lamentation Mountain to foster a two Town open space and recreational area and coordinate with Meriden to enhance the Lamentation Mountain trails system that includes Meriden's Giuffrida Park.	Recreational Trails grant application was submitted for March funding round is being planned in cooperation with Middletown. Accessibility features are proposed. CFPA and BLT did bog bridges and an Eagle Scout may do added bog bridges for the Berlin section of the Mattabessett Trail south of Spruce Brook Road. The Berlin Land Trust did new trail on its Lamentation Mountain parcel south of the Town line in Middletown.
9.6	Make town open space lands more accessible to public by: creating new trails, marking existing trails and boundaries, building bridges and boardwalks, placing signage, improving accessibility, keeping trails information up to date on the Town website and making trails information available through apps., and creating parking areas.	Signage improvements are ongoing. Some new signs have been installed.



#	Strategies & Actions	Status
1	Implement recommendations of the 2022 Affordable Housing Plan as a means of increasing the supply and range of affordable housing in Berlin and maintain an affordable housing inventory in excess of existing supply. (See 2022 Affordable Housing Plan)	The P&Z, with assistance of its consultant, FHI, updated the Affordable Housing Plan (AHP) and the Town Council adopted changes to the AHP implementation plan. FHI has been engaged to start working on the zoning ordinance text amendments. Amendment to Senior Housing Section was approved.
2	Maintain and increase the supply of housing designed for or occupied by seniors.	
2.3	Consider a revision to the zoning regulations to allow assisted living facilities in the OT, OT-2, BT-1, PI-2, SPDD, and BT-2 districts.	P&Z, at the request of EDC, has started discussions about adding assisted living facilities as a special permit or permitted use to some zones.
3	Administer, educate, and support affordable housing initiatives.	
3.1	Seek funding for affordable housing initiatives with a focus on programs that provide support to targeted income levels.	The Town Council authorized deed restricting units at the mobile home park when units are vacant and providing a 4 month rental abatement for deed restriction of occupied units.
4	Promote affordable home ownership opportunities.	
5	Revise zoning as recommended by the Affordable Housing Plan to support development of affordable housing.	
5.2	Consider adjustments to the BTD zone to further incentivize development of affordable housing on appropriate sites providing that commercial development remains a required component of new development.	Revisions to the BTD Zone are part of the scope of FHI's zoning work.
5.3	Revise Kensington Village Core 2 regulations to allow increased residential density with an affordability requirement and/or consider redistricting area across the train station to Farmington Avenue Core Area 1.	Revisions to the Core Area 2 are part of the scope of FHI's zoning work for EDC.
5.4	Revise the zoning regulations to allow private development of Housing for the Elderly on Town-owned property.	Amendment to Senior Housing Section was approved. An RFQ was issued for the former Knights of Columbus site and 4 proposals were received.
6	Support the diversification of the Town's housing stock without adversely impacting single-family neighborhoods by providing adequate zoning controls.	
6.2	Provide additional design standards and/or guidelines for multifamily development to ensure that development is not adversely impactful to adjacent single-family residential properties or districts.	Note, for multi-family project applications related to section 8-30g of the Connecticut General Statutes, design standards may not be enforceable.
6.3	Amend zoning regulations to better control orientation and placement of residential uses and the protection of sensitive environmental features on a developed lot.	P&Z is working on changes to the zoning ordinance related to this recommendation.
Other	Expand affordable housing as opportunities arise for developments in acceptable locations.	The Planning & Zoning Commission approved a settlement to a section 8-30g appeals for the property at 1676 Berlin Turnpike. The settlement provides for 18 rental units, 4 affordable at 80% AMI.

		<p>The Planning &amp; Zoning Commission approved a settlement to a section 8-30g appeal for the property at 522 Berlin Turnpike. If approved by the courts, the settlement provides for 105 rental units, 21 of these units will be affordable at 80% AMI.</p>
		<p>A Community Challenge grant will foster the creation of 10 added rental units at 848 Farmington Avenue, 50% (5 units) will be affordable at 80% of AMI. This project is subject to P&amp;Z approvals.</p>
		<p>EDC has applied for additional brownfields funding for the 55 Steele Boulevard project. If this grant is awarded, it may also result in 20% of the 50 units being affordable at 80% AMI.</p>
		<p>Full building permits have been issued for the 72 unit Turnpike Ridge project at 196 Berlin Turnpike. Active construction is expected to resume on the site shortly. There are no affordable units in this project.</p>



#	Strategies & Actions	Status
1	Foster an environment that is supportive of economic development and provides opportunities for the growth and development of small and large businesses in the Town.	
2	Develop a campaign and communications that promotes Berlin as a place that is friendly to business.	
3	Support the development of industrial parks that will serve small and emerging businesses.	EDC has hired FHI to work with EDC & P&Z on EDC related zoning ordinance text amendments.
3.1	Identify sites that would be suitable for the development of small lot industrial parks. Revise zoning regulations to allow for the development of small lot industrial parks at suitable sites. Allow 1 acre lots in PI-2 if part of a unified site plan for a lot 5 acres or larger. Allow 100' frontage in PI-2 and PI-1 if development of a unified site plan for 1 acre lots.	EDC has hired FHI to work with EDC & P&Z on EDC related zoning ordinance text amendments.
3.2	Review and update, as appropriate, the Town's mixed-use, commercial, and industrial zone regulations to ensure that the regulations provide sufficient flexibility to allow development that responds to current and future market conditions.	
4	Review zoning regulations to ensure that they are supportive of the development of health care facilities in appropriate districts.	EDC has hired FHI to work with EDC & P&Z on EDC related zoning ordinance text amendments.
4.1	Review special permit uses and reduce requirement as feasible to a zoning permit and site plan for specific uses in specific districts.	EDC has hired FHI to work with EDC & P&Z on EDC related zoning ordinance text amendments.
4.2	Analyze the Town's existing industrial zoning districts to determine if allowable uses, building heights, parking and loading requirements, and constraints on building size or footprints are in line with today's industrial/manufacturing/distribution standards.	EDC has hired FHI to work with EDC & P&Z on EDC related zoning ordinance text amendments.
4.4		Given the large number of already approved but not built multi-family units and other multi-family applications pending or under appeal, P&Z amended the AHP implementation plan to defer action on this item.
4.6	Study mixed-use options that include residential in the PS-A zoned areas (see housing section).	Consideration of this recommendation will be part of FHI's work regarding text amendments for the LTD zone.
4.7	Consider revising LTD zoning regulations to require at least 20% commercial development and that commercial and residential development be done on a pro rata basis if a project is phased.	
4.8	Study the SPDD and the SPDD Overlay and SPDD-2 zones to determine how those districts could be modified to be more effective in attracting appropriate development. Consider allowing a set of uses by right (permitted uses), expanding the range of uses allowed by special permit including residential uses as part of a mixed-use project and reducing setbacks and minimum lot sizes to facilitate mixed-use development.	FHI's zoning work will consider extending the use of some form of the LTD overlay to the SPDD zone.
4.9	Update Town zoning regulations to consider providing more flexibility in the definition of business uses and to address contemporary business trends and definitions and to categorize more uses as permitted (rather than special permit) uses.	EDC has hired FHI to work with EDC & P&Z on EDC related zoning ordinance text amendments.
5	Focus economic development efforts on Farmington Avenue and the Berlin Turnpike.	



<p>Consider conducting corridor studies or area plans for the Berlin Turnpike and Farmington Avenue to help align economic development priorities with needed infrastructure improvements to adequately support future growth and to plan growth and redevelopment of these areas.</p>	<p>The Town is participating with CRCOG, Newington, and Wethersfield to apply for a RAISE grant for the Farmington Avenue corridor.</p>
<p>5.2 6 Facilitate the clean-up, improvement, and reuse of vacant, aging, or contaminated commercial and industrial properties.</p>	
<p>6.1 6.3 Continue to facilitate clean up and reuse of brownfields sites including by seeking grants and loans to facilitate investigation and clean up. Consider tax sales or RFPs for sale of tax liens to address tax delinquent brownfields sites.</p>	<p>Grants are being used to remediate 55 Steele Boulevard that is being redeveloped by Newport Realty. Cleanup is underway. An additional grant request has been submitted and matching Town funding was approved. Grants were obtained for investigations of the Connecticut Sand &amp; Stone site and work is ongoing with a prospective buyer, Clean Earth/HARCO. A site plan application for this property is expected in the spring. Payments are being made toward back taxes. A tax sale of a property on Christian Lane resulted in payment of back taxes by the owners and subsequent sale of the property to a local construction business. Grants have also aided the Tasca project and have funded added site investigations of 1 Main Street, Kensington.</p>
<p>6.3 Step up the enforcement of the Town's blighted property ordinance.</p>	<p>The Town has had a blighted property list since 2015. Additional properties were added in 2023.</p>
<p>6.4 Turnpike to improve the appearance of properties.</p>	<p>Note, the Town has spent all grant funding it obtained for façade improvements. Façade grants are no longer eligible for State funding in funding programs that previously supported this program (including STEAP).</p>
<p>7 Continue to promote Berlin's TED sites by developing informational and promotional materials specific to each site.</p>	
<p>7.1 Seek additional funding to continue the façade program to upgrade landscaping and facades on Farmington Avenue, New Britain Road, and vicinity.</p>	<p>No façade and landscape grant funding is available.</p>
<p>7.2 Work with the TED site property owners to support their marketing efforts if the properties are for sale. Prepare conceptual development plans in concert with the owners.</p>	<p>Ongoing.</p>
<p>7.3 Continue to encourage property owners in TEDs areas to work together on issues regarding sale and future development of the properties.</p>	<p>Ongoing.</p>
<p>7.4 Consider infrastructure extensions and other incentives to stimulate the development of TEDs properties consistent with the uses proposed in this Plan.</p>	<p>A revision to the tax abatement policy was made to increase incentives for large projects. No additional incentives are being considered at this time.</p>
<p>8 Continue to invest in Kensington Village and facilitate the redevelopment of properties and development of mixed-use commercial and residential projects.</p>	

<p>8.2</p> <p>Increase the allowed residential density in Kensington Village Core Area 2 (see Housing section).</p>	<p>P&amp;Z approved an increase in residential density from 6 units per acre to 7 units per acre (if affordable housing is included) for the core area 2. Newport is working on a site plan application to add 10 units at 848 Farmington Avenue. The building will be 2 stories due to the presence of a CTDOT drainage easement.</p>
<p>8.4</p> <p>Make transit, pedestrian and bicycle improvements to link residents and employees to the TOD hub at the Berlin Train Station.</p>	<p>A grant funded sidewalks extension project was completed in 2023 (Farmington Ave., Newton Street and, Langdon). A new grant was approved 11/23 for more sidewalk extensions, Carbo Lane to Percival Field, on Robbins Road from Town Drive to Timberwood Road, on Kensington Road from Norton Road to Steeple View Drive, and on Norton Road, east and west of Cole Lane. Funding was approved to provide construction administration services for the 2023 Connectivity Project and to design additional sidewalks for future grant applications and WMC was selected as the engineer. A \$3.2 million sidewalks TAP grant application was submitted to CRCOG and the approval process for \$800,000 in matching funds is underway.</p>
<p>8.10</p> <p>Continue to make public investments to reinforce the Kensington Village TOD area.</p>	<p>Steele Boulevard is complete. Grant funding is approved for Steele Boulevard Park, for improvements to the Transition Academy at 362 Main Street, and for trails at the rear of 848 Farmington Avenue.</p>
<p>8.13</p> <p>Connect Steele Boulevard to the Train Station parking and Depot Road when appropriate rights can be secured from CTDOT and AMTRAK.</p>	<p>Approval for the connection is expected from CTDOT shortly. The Boulevard will not be connected until construction of the Steele Center project is complete.</p>

#	Strategies & Actions	Status
1	Improve traffic operations across the Town.	
2	Strategically improve transportation infrastructure across the Town.	
3	Improve bicycle and pedestrian connectivity across the Town.	
3.1	Adopt a Complete Streets policy that prioritizes the provision of pedestrian, bicycle, transit, and traffic calming improvements in transportation infrastructure and maintenance projects and review ordinances, regulations, and policies to align with complete street principles.	Elements of a complete streets approach were included in the TA application to CRCOG.
3.3	Develop a bicycle plan that identifies preferred bicycling routes and corridors that may be appropriate for the development of bike lanes or pathways.	Elements of a complete streets approach were included in the TA application to CRCOG.
3.6	Update the Town's sidewalk plan and identify needed improvements to connect gaps in the network prioritizing corridors that connect neighborhoods to schools, Town facilities, and Kensington Village and East Berlin Village. Also review and prioritize corridors such as Farmington Avenue, Worthington Ridge, Berlin Turnpike, Deming Road, Four Rod Road (south of Norton), Percival Avenue (Carbo Lane to Percival Field), Robbins Rd (Towne Drive to Timberwood), and Kensington Road (Carriage Drive to Norton Road).	Sidewalks are proposed in the TA application to CRCOG including particularly to provide safe routes to schools.
3.7	Seek grants and provide funding for and expand the Town's sidewalk network as identified by the updated sidewalk plan.	A grant funded sidewalks extension project was completed in 2023 (Farmington Ave., Newton Street and, Langdon). A new grant was approved 11/23 for more sidewalk extensions, Carbo Lane to Percival Field, on Robbins Road from Town Drive to Timberwood Road, on Kensington Road from Norton Road to Steeple View Drive, and on Norton Road, east and west of Cole Lane. Funding was approved to design additional sidewalk sections and WMC was selected as the project engineer. A TA program application was submitted for added sidewalks to create safe routes to schools.
3.8	Identify priority intersections across Town for improving pedestrian crossings and provide improvements to pedestrian crossings as needed including ADA enhancements, crosswalk markings, signage, signal enhancements, and lighting enhancements.	The Town participated with CRCOG and the Towns of Newington and Wethersfield on a RAISE program grant application to study pedestrian safety improvements on the Berlin Turnpike. Submitted TA Grant application.



<p>3.9</p> <p>Expand trail and greenway connections across the Town and identify preferred routes for connecting to nearby regional trails such as the Farmington Canal Trail.</p>	<p>The Wigwam Road Right of Way easement with the City of New Britain was relocated to allow a trail connection between Sanctuary Lane and Ragged Mountain. RAISE grant proposal would explore greenway connections from the Berlin Turnpike.</p>
<p>4</p>	<p>Accommodate emerging transportation modes and technologies.</p>
<p>5</p>	<p>Continue to address safety issues across Berlin's transportation system.</p>
<p>5.1</p>	<p>Pursue grant funding, as available, to provide safety enhancements at high-crash areas.</p>
<p>5.2</p>	<p>Continue to work with CTDOT to ensure that safety enhancements are made to high-crash locations on State highways in Berlin.</p>
<p>6</p>	<p>Improve access to CT Transit bus routes</p>
<p>6.1</p>	<p>Provide additional bus shelters and waiting/drop-off areas.</p>
<p>6.2</p>	<p>Work with CT Transit to provide more local stops on routes that currently serve Berlin.</p>
<p>7</p>	<p>Improve access to Berlin Station and encourage use of commuter rail, regional rail, and CTfastrak service.</p>
<p>7.2</p>	<p>Complete gaps in sidewalk network between Berlin Station and surrounding neighborhoods and multi-family properties.</p>
<p>7.3</p>	<p>Focus initial bicycle improvements on providing connections between Berlin Station and surrounding neighborhoods and multi-family properties.</p>
	<p>These type improvements are being considered as part of the TA grant application. Focus would be on connecting the 3 school cluster, Town Hall, and Kensington Center/Train Station.</p>

#	Strategies & Actions	Status
1	Continue to fund and implement Town capital projects and investments consistent with the projects and priorities identified in the Town's Capital Improvement Plan (CIP) and subject to the availability of funding resources. Annually update the CIP in consideration of dynamic changes and to address goals, strategies and actions recommended in this POCD.	A \$509,000 State Municipal Revenue Sharing Grant was received and has been appropriated for the purchase of vehicles.
1.2	Create and fund a grants match account to provide grants matching funds that will increase the opportunity to secure grant funds to fund projects in the CIP or otherwise recommended in this POCD.	Town Council has approved grant matches of \$150,000 from unassigned fund balance.
2	Continue to preserve, enhance, and maintain parks and recreational facilities including projects in the Town's CIP.	Town Council authorized applying for State LOTCIP grant for replacement of bridges at Timberlin.
2.2	Conduct playscape, athletic field, and athletic court replacement and refurbishment as directed by the Masterplan to ensure better conditions.	Considering closing East Berlin Pool and redeveloping the park uses at the site. \$30,000 approved for a feasibility study. Approved \$215,000 to upgrade equipment at Little Peoples playground.
2.3	Expand and enhance trails and paths within and connecting parks with the aim of connecting the Town's parks and open spaces with a connected network.	Connection of Town Hall complex to Percival Field has been made via reconstructed soccer field.
2.4	Make accessibility improvements at parks including pathway upgrades and accessible playgrounds to ensure full access.	The recreational trails grant application proposes accessibility improvements at Pistol Creek.
3	Support sustainability including energy efficiency and renewable energy sources across all Town facilities.	
4	Continue to protect and maintain the Town's drinking water supply and distribution infrastructure.	
4.1	Limit further expansion of water service infrastructure so as to discourage expansion of the system to rural areas and low-density land uses.	Water Control Commission is considering water expansion to certain locations (namely Kensington Road) to deal with private wells with severe water quality problems
4.2	Make investments in water supply system including investments identified in the capital improvement plan of the Berlin Water Control Commission as needed to ensure a safe yield and continue to explore additional water sources so as to be less dependent on outside water districts to meet water supply needs.	Currently Deming Road pump station will be rebuilt to bring the station above flood levels for resiliency purposes and better operation
4.3	Continue to expand interconnections with adjacent Towns and the Metropolitan District Commission to increase the resiliency of the water supply system.	Water Control Commission is pursuing connections to Meriden & Middletown and multiple connections to Cromwell. Design for connection to Meriden was authorized, in part to also allow repairs at storage tank on Berlin Turnpike.



4.4	Implement water saving measures across Town properties and facilities as a means of reducing Town drinking water usage.	On-going promotion of conservation, and leak detection surveys to reduce unaccounted water losses.
5	Continue to make needed investments in the Town's wastewater collection infrastructure.	
5.1	Limit further expansion of wastewater infrastructure so as to discourage expansion of the system to rural areas and low-density land uses and focus on needed improvements to the existing system.	
5.2	Address inflow and infiltration issues across the wastewater collection system.	Kensington and Worthington Water Districts are under order from CTDEEP to reduce infiltration. Mattabasset District plans to meet with Water Districts to discuss infiltration issues.
6	Proactively work towards obtaining and securing funding through the Infrastructure Investment and Jobs Act (IIJA) as a means of financing needed improvements to Town facilities and infrastructure.	
7	Continue work towards establishing an accessible intergenerational social and recreational community facility.	
7.1	Complete the process that was presented to the Council in 2022 for a new Senior and Community Center by following thru on the recommendations such as revising the statements of need initially submitted by the Parks and Recreation Commission and the Commission on Aging whether as one project, in a phased manner and/or in partnership with other organizations.	Jacunski Humes Architects has worked with Parks & Rec and Com on Aging with a goal to scale down their statements of need and reduce the project cost and is expected to make a presentation to the Town Council on 6/4. The YMCA made a presentation to the Town Council about the potential for a new YMCA facility in Berlin.
8	Provide improvements to the Town's stormwater infrastructure to reduce risk of flooding and protect water quality including by identifying additional projects for inclusion in the CIP.	
9	Continue to maintain and upgrade public buildings and public safety facilities including projects identified in the CIP and strive to improve accessibility, energy efficiency, longevity, air quality and healthiness of all buildings.	Bond appropriations were approved for HVAC upgrades to Griswold and Hubbard Schools and State grant application was submitted to offset a portion of the cost. Willard HVAC upgrade is underway.
9.1	Continue the process to design and construct improvements to address identified Police Department space needs and continue to evaluate facilities to ensure that Berlin's Public Safety services have the resources to meet the needs of the community.	The contract has been awarded for Police Station renovations.
10	Undertake a complete inventory of Town properties.	
10.1	Identify properties that may be appropriate for new uses or additional protection.	Draft Town Properties inventory and map are complete. Need to define deed restrictions.
11	Encourage the underground installation of electric and communications infrastructure in new developments as a means of protecting infrastructure from storm events and improving the appearance of new developments.	



# Strategies & Actions

1 Provide continued support for the promotion and protection of historic resources in Berlin.  
Allow for the reuse of historic properties and ensure the preservation of historic properties when re-used or when redeveloped.

2.1 Encourage maintenance of the architectural integrity of historic and architecturally significant sites, buildings and structures when adapted for reuse for commercial, industrial or residential purposes.  
Amend the zoning and subdivision regulations to encourage the preservation and reuse of historically significant structures within proposed developments.  
2.2 Revise zoning ordinances to allow adaptive reuse of buildings in the Worthington Ridge Historic District including limited commercial or additional residential units.  
2.3

Town Council created an Ad Hoc Arts and Culture Committee and received a \$5,000 State grant to support this effort.

3 Develop a marketing campaign for Berlin that features and promotes its cultural resources.

3.1 Develop branding and print materials that promote Berlin's cultural resources.  
3.2 Establish a unified presence on social media to promote Berlin's cultural resources.

4 Provide continued support for the Town's farms to help ensure their continued operation.

4.1 Develop and maintain an inventory of active farms in Berlin including acres farmed, number of people employed by these farms and agricultural businesses, and other information pertinent to the economic value of Berlin's agricultural and related products.

H2O hydroponic farm project on Chamberlain Highway is underway.

5 Support the development of micro-farming in Berlin.

6 Improve and reuse Town-owned historic properties.

7 Work with owners of historic properties to add properties to the National Register of Historic Places, whether individually listed or as part of a new district.

TO: POCD Implementation Committee

FROM: Maureen Giusti, Town Planner  
Jim Mahoney, Economic Development Coordinator

DATE: ~~April 10~~ May 14\*, 2024 (\*edited to date)

SUBJECT: Review of Progress on Creation of Affordable Housing

The Town of Berlin has made significant progress in creating affordable housing. The Town Council approved an Affordable Housing Plan (AHP) on May 17, 2022, and amended it on October 24, 2023. One goal of the AHP is that more than 10% of the Town's housing stock be affordable. The most recent State of Connecticut affordable housing appeals list (2023) indicated that Berlin had 8.45 percent of its housing stock considered affordable (724 units out of 8,571 units or 133 units short of a goal of 857 units). This percentage is down from a high of 9.31 percent in 2019. The primary reason for the percentage decline in affordable housing units between 2019 and 2023 is that the total housing unit count used in the calculation was adjusted from 8,141 to 8,571 units based on the use of the 2020 census unit count to replace the 2010 census unit count. Also, the number of CHFA financed houses fell from 138 to 118 and the number of governmentally assisted units declined from 54 to 46 units.

The 2023 Connecticut affordable housing appeals list count is based on units completed as of June 30, 2023. CHFA single family mortgages count as affordable units and after several years of decline, the CHFA mortgage count in Berlin increased by 10 from 2022 to 2023 (118 houses with CHFA mortgages in 2023 up from 108 in 2022). Additional Berlin affordable units were completed, and more are under construction or were approved after the compilation of the 2023 affordable housing appeals list. Affordable units do not get counted until a certificate of occupancy is obtained for the unit. The Flats at Little Brook project was completed in December of 2023 and added 88 qualified units to the Town's affordable units count thus increasing the total number of affordable units to 812 or 9.47% of the housing stock (45 units short of the new 10% goal of 857 units based on the 2020 census). The Town is on track to exceed the 10% goal based on projects that it has already approved.

Projects with affordable units that are under construction are at 309 Main Street, East Berlin and 404 Berlin Turnpike. The 309 Main Street project will add 2 affordable units, and 404 Berlin Turnpike will add 40 (note, only the first phase of this project, 80 units, is under construction that would add 16 of the affordable units).

Projects that are approved but not under construction are at 202-212 Mill Street that will include 1 affordable unit and at 1696 Berlin Turnpike that will include 4 affordable units.

Applications for two additional projects that will have affordable units are now either pending before the Planning & Zoning Commission. 522 Berlin Turnpike has been approved by P&Z, pending settlement approvals by the courts, for 105 units, 21 affordable. An Affordable Housing development submitted pursuant to CGS §8-30g at 1906 Berlin Turnpike proposed 50 units, 10 affordable. It was denied by the PZC but is under appeal.

Other potential projects that would including affordable units are:

- The Knights of Columbus project ( the Town issued an RFQ for development of this parcel as senior affordable housing. Four proposals were received and the vetting process is underway. The previously approved project at this site was fo 50 age restricted affordable units.
- 5 additional affordable units would be created as part of an anticipated 10-unit project at 848 Farmington Avenue that is being developed by Newport Realty Group and supported by a DECD Community Challenge Grant.
- If a state brownfields grant is approved, 55 Steele Boulevard would be converted from a 50 unit market rate rental development to a mixed income development with 10 of the 50 units being affordable.
- The process has been initiated to deed restrict units at the Town's mobile home park as they become vacant. There are 16 existing mobile home rental sites and one site occupied by a house that could be demolished to create a 17<sup>th</sup> mobile home rental pad.

**BERLIN CAPITAL PROJECTS, FY 24  
FUNDED AND MISCELLANEOUS**

Projects	Date approved	amount general fund	amount bonded	amount grants	Total	source
POLICE COMPUTER EQUIPMENT	9/5/2023	\$50,000			\$50,000	fiscal year 2024 General Fund Unassigned Fund Balance
POLICE VEHICLES	9/5/2023	\$200,000			\$200,000	fiscal year 2024 General Fund Unassigned Fund Balance
DUMP TRUCK BODY REPLACEMENTS	9/5/2023	\$275,000			\$275,000	fiscal year 2024 General Fund Unassigned Fund Balance
PICK UP TRUCK	9/5/2023	\$65,000			\$65,000	fiscal year 2024 General Fund Unassigned Fund Balance
SCHOOL VANS (TWO)	9/5/2023	\$125,000			\$125,000	fiscal year 2024 General Fund Unassigned Fund Balance
SCHOOL CAMERAS	9/5/2023	\$195,000			\$195,000	fiscal year 2024 General Fund Unassigned Fund Balance
BRIDGE REPLACEMENTS TIMBERLIN	9/5/2023	\$10,000			\$10,000	fiscal year 2024 General Fund Unassigned Fund Balance
SNOW EQUIPMENT	9/19/2023	\$80,000			\$80,000	
BERLIN POLICE STATION RENOVATIONS	10/24/2023	\$1,000,000			\$1,000,000	fiscal year 2024 General Fund Unassigned Fund Balance
BERLIN POLICE STATION RENOVATIONS	10/24/2023		\$3,700,000		\$3,700,000	Bonding
BERLIN POLICE STATION RENOVATIONS				\$750,000	\$750,000	State Grant. Project is under construction and expected to be done by the end of 2024.
COMPUTER EQUIPMENT		\$50,000			\$50,000	FY 2024 budget
COMPUTER EQUIPMENT		\$50,000			\$50,000	FY 2024 budget
F-350 Pickup		\$53,996			\$53,996	FY 2024 budget
Fire Departments Equipment		\$62,100			\$62,100	FY 2024 budget
PUBLIC BUILDINGS DEPARTMENT	9/19/2023			\$185,000	\$185,000	State Grant
POLICE DEPARTMENT	9/19/2023			\$44,000	\$44,000	State Grant
SCHOOLS DEPARTMENT	9/19/2023			\$25,000	\$25,000	State Grant
COMMUNITY CONNECTIVITY SIDEWALKS	11/9/2023			\$780,000	\$780,000	State Grant
STEELE BOULEVARD PARK	awarded FY 23			\$500,000	\$500,000	State Grant
TRANSITION ACADEMY LEASEHOLD	awarded FY 23			\$405,000	\$405,000	State Grant
TRAILS REAR OF 848 FARMINGTON AVE	awarded FY 23			\$50,000	\$50,000	State Grant
COMMUNITY CENTER PLANNING - BALANCE	old			\$574,000	\$574,000	State Grant. Revised statement of need presentation to the Town Council is expected in June.
Arts & Culture Grant	1/9/2024			\$5,000	\$5,000	State Grant
Vehicle Purchases	1/9/2024			\$509,000	\$509,000	State Grant (Municipal Revenue Sharing)
HVAC Upgrade Griswold School	12/12/2023	\$3,200,000			\$3,200,000	Applied for State Grant to offset a portion of bonded costs.
HVAC Upgrade Willard School	12/12/2023	\$4,950,000			\$4,950,000	Applied for State Grant to offset a portion of bonded costs.
HVAC Upgrade Willard School	old	\$4,950,000			\$4,950,000	Project is under construction and expected to be complete at the end of the calendar year.
Wash Bay	old	\$494,000			\$494,000	Completed in FY 24.
Timberlin bridges replacement	1/9/2024			\$302,000	\$302,000	Applying for State LOTCIP Grant
GRANT MATCH APPROPRIATION	1/23/2024	\$150,000			\$150,000	Match for grant applications
Equipment for Police Vehicles	3/19/2024				\$69,314	
Little Peoples Playground Equipment	4/9/2024				\$215,000	
Pickup Truck	4/9/2024				\$69,314	

Ford Maverick	4/9/2024				\$30,525	
John Deere Mower	4/23/2024				\$40,000	Approximate amount
Design for Water Line Connection to Meriden	5/7/2024	\$150,000			\$150,000	Water Control Budget
Percival Soccer Field Reconstruction	old					Completed in FY 24.
Biscoglio Field Reconstruction	old					Completed in FY 24.
Christian Lane, Porters Pass, Deming Road Reconstruction	old			\$4,882,906	\$4,882,906	Completed in FY 24.
Kensington Road Culvert	old					90% design in final permitting
Spruce Brook Road Bridge	old					Designed and permitted. Waiting for grant funding approval.
Glen Street Culvert	old					In preliminary design
Edgewood Road Culvert	old					95% designed. Needs Army Corps permit.

<b>Roads repaved</b>	<b>Miles</b>
Christian Lane	1.36
Deming Road (W of Trpke)	0.86
Porters Pass	0.35
Lamentation Drive	0.42
Quail Run	0.11
Quincy Trail	0.14
Old Wood Rd	0.28
Chestnut Lane	0.3
Sorrell Lane	0.14
Ice Pond Lane	0.3
Harvest Hill Rd	0.38
Clover Hill Place	0.07
Glenview Drive	0.15
South Slope Drive	0.44
West Lane	0.52
Wigwam Road	0.2
Briar Lane	0.15
Glenbrook Road	0.14
Kenwood Street	0.2
Harris Street	0.21
Everett Street	0.14

Agenda Item No. 3  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 14, 2024

**SUBJECT:** Discussion on Disc Golf Proposal

**SUMMARY:**

The Parks and Recreation Commission and the Conservation Commission were approached by a group proposing the town create a disc golf course inside the trails of Pistol Creek. We recently had been contacted by a group of educators from Berlin Board of Education expressing their support with this sport and installing a course in Berlin. Disc golf is a variant of ball golf, but with special Frisbees or flying discs. Instead of hitting a ball off a tee and aiming at getting it down a hole in as few strokes as possible, disc golf involves throwing a disc from the tee and hitting an above ground target in as few throws as possible. This sport is the second fastest growing sport in CT and is a sport available for all ages and abilities.

We believe this could be a great new amenity and asset to the Town of Berlin. We are looking to roll this out in three phases. The first phase would be the Parks and Grounds Department purchasing and installing the baskets. We will then see the interest and look into constructing tee pads over the course of the next year. These would be constructed by a group of volunteers who builds them throughout the state of Connecticut. By prolonging the installation of the tee pads, we can assess the impact of disturbance to the neighbors, as well as the location of the baskets per each individual hole. The final phase would be hosting tournaments at Pistol Creek.

We have been in contact the Athletic Director at Berlin High School as well as the Cross Country Coach to ensure this does not affect their route at all. The entire course would also be on the opposite side of Sprucebrook Road than the clubhouse so as not to interfere with all the activities, programs and rentals run at the Pistol Creek Clubhouse.

The Parks and Recreation Commission and Conservation Commission are both in support of this endeavor.

**FUNDING:**

No funding needed.

**ACTION NEEDED:**

None needed.

**ATTACHMENTS:**



Preliminary layout of course  
Photo of basket

**PREPARED BY:**

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

SW  
JO









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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 13, 2024

**SUBJECT:** Catch Basin and Street Sweepings and Stockpile Disposal Bid # 2024-12

**SUMMARY:**

The Public Works Department solicited bids for the testing, transport and disposal of various environmentally regulated materials. The material is collected throughout the year from our catch basin cleaning and street sweeping programs. Two bids were received: Country Disposal Services, LLC of North Haven, CT at a rate of \$110 per ton, and Staxx Construction Services, LLC of Berlin, CT at a rate of \$135 per ton. Staff has checked references and is recommending an award to the lowest bidder, Country Disposal Services, LLC. The contract will be valid through June 30, 2026.

**FUNDING:**

Funding for this contract will be provided from account 001.20.2037.0.53812.00000. This account provides for both the cleaning of catch basins and the disposal of the materials collected. The quantity of materials collected vary from year to year with the combination of both activities (collection and disposal) being limited to \$75,000.00 per fiscal year.

**ACTIONS NEEDED:**

Move to authorize the Town Manager to award bid # 2024-12 to the lowest bidder, Country Disposal Services, LLC of North Haven for the testing, transport, and disposal of various environmentally regulated materials at a rate of \$110.00 per ton through June 30, 2026.

**ATTACHMENTS:**

Bid Results

**PREPARED BY:**

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

*MSA*

**TOWN OF BERLIN, CONNECTICUT**

**Exhibit A**  
**BID FORM**

**Catch Basin & Street Sweeping Materials Transport and Disposal**  
**BID #2024-12**

**PROPOSER'S FULL LEGAL NAME:**

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Pricing for testing, transport and certified disposal of a Non-Hazardous Regulated Waste Material.**

1) Price per ton (based on 300 ton Minimum) sweepings + catch basin materials

\$ 110.00 Per Ton

**Notes:**

BIDDER must provide sufficient quantity of trucks to haul a minimum of 100 tons per day. Copies of the appropriate licenses and proof of the appropriate insurance requirements must be attached to the bidding form. The successful bidder must become licensed with the Berlin Public Works Department prior to the commencement of work. This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Michael Corder, Owner

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized  
Country Disposal Services, LLC

Company Name

30 Leonardo Drive, Unit 1, North Haven, CT 06473

Company Address

May 1, 2024

Date

203-239-1908

Phone # and Fax #

mike@country-enterprises.com

E-mail



TOWN OF BERLIN, CONNECTICUT

Exhibit A  
BID FORM

Catch Basin & Street Sweeping Materials Transport and Disposal  
BID #2024-12

PROPOSER'S FULL LEGAL NAME: Staxx Construction Services LLC

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Pricing for testing, transport and certified disposal of a Non-Hazardous Regulated Waste Material.**

1) Price per ton (based on 300 ton Minimum) sweepings + catch basin materials

\$ 135.00 per ton

**Notes:**

BIDDER must provide sufficient quantity of trucks to haul a minimum of 100 tons per day. Copies of the appropriate licenses and proof of the appropriate insurance requirements must be attached to the bidding form. The successful bidder must become licensed with the Berlin Public Works Department prior to the commencement of work. This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Jennie Scofield, Owner  
Name and Title of Authorized Representative

Jennie Scofield  
Signature of Representative, Duly Authorized

Staxx Construction Services LLC  
Company Name

84 Bernard Rd, Berlin, CT 06037  
Company Address


5/2/24  
Date

(860) 803-3662  
Phone # and Fax #

jescfield@staxxconstruction.com  
E-mail

**Agenda Item No. 5**  
**Request for Town Council Action**

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

**FROM:** Arosha Jayawickrema, Town Manager 

**DATE:** May 13, 2024

**SUBJECT:** BRRFOC- Bristol Facility Municipalities Partnership -  
Acceptable Recycling Processing Agreement

**SUMMARY:**

The Town of Berlin has been a part of the Bristol Resources Recovery Facilities Operating Committee (BRRFOC) since 1985. Established in 1985, BRRFOC administered an integrated solid waste disposal program for fourteen Connecticut cities and towns with an estimated population of 310,000. The existing BRRFOC Service Agreement with Murphy Road Recycling, LLC will expire on June 30, 2024. The BRRFOC's Executive Committee has negotiated a contract extension with Murphy Road Recycling which will be referred to as the "Acceptable Recycling Processing Agreement". Berlin's Corporation Counsel has reviewed this contract.

**FUNDING:**

Costs associated with this agreement are funded through the Public Works Operating budget line item "Refuse Disposal" (Account No. 001.20.2036.0.53823.000000), at a base fee of \$95/ton in the 2024-2025 fiscal year. Additional Fiscal Year commodity adjustments will be calculated as shown in "Exhibit 5" of the contract.

**ACTION NEEDED:**

Move to authorize the Town Manager to execute an agreement entitled "Acceptable Recyclables Processing Agreement" between Bristol Resource Recovery Facility Operating Committee and the Town of Berlin and Murphy Road Recycling, LLC.

**ATTACHMENT:**

Contract Agreement Draft

**PREPARED BY:**

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



ACCEPTABLE RECYCLABLES PROCESSING AGREEMENT

BETWEEN

BRISTOL RESOURCE RECOVERY FACILITY OPERATING COMMITTEE

AND

The [City/Town of \_\_\_\_\_], Connecticut

AND

MURPHY ROAD RECYCLING, LLC

April \_\_\_\_, 2024

## ACCEPTABLE RECYCLABLES PROCESSING AGREEMENT

This Acceptable Recyclables Processing Agreement (the "Agreement"), is made as of this \_\_\_\_ day of April, 2024 ("Effective Date") by and among the [City or Town of \_\_\_\_\_], hereafter referred to as "Participating Municipality" having a principal place of business at \_\_\_\_\_, Connecticut 06037, the Bristol Resource Recovery Facility Operating Committee, hereafter referred to as "BRRFOC" having a principal place of business at 27 West Main Street, New Britain, CT 06051, and Murphy Road Recycling, LLC, hereafter referred to as "Contractor" having a principal place of business at 555 Taylor Road, Enfield, CT 06082 (collectively, referred to as the "Parties").

### WITNESSES:

**WHEREAS**, BRRFOC is authorized to assist the Participating Municipality and other BRRFOC member towns in the environmentally sound management and processing of Acceptable Recyclables under the Direct Control of the Participating Municipality and other BRRFOC member towns;

**WHEREAS**, the Participating Municipality and other BRRFOC member towns have delegated certain responsibilities to BRRFOC;

**WHEREAS**, BRRFOC has undertaken all necessary and prudent steps to ensure that adequate capacity exists for the proper management and processing of Acceptable Recyclables under the Direct Control of the Participating Municipality and other BRRFOC member towns;

**WHEREAS**, the Contractor has signified a willingness and ability to perform services for the Participating Municipality for proper management and processing of Acceptable Recyclables under the Direct Control of the Participating Municipality and other BRRFOC member towns;

**WHEREAS**, the Contractor represents all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in accordance with this Agreement; and

**NOW THEREFORE**, in consideration of the above recitals and the terms, conditions, covenants, and performance contained herein, or attached and incorporated and of which are hereby acknowledged, the Parties, intending to be legally bound, mutually agree and undertake as follows:

#### **1.01 Definitions.**

Each of the capitalized terms used in this Agreement, unless otherwise expressly defined in this Agreement, shall have the meanings set forth in this Section. Such meaning shall apply equally to all forms of such terms.

1. "Acceptable Recyclables" means the recyclable materials specified in Exhibit 1 attached to and incorporated in this Agreement.
2. "Acceptance Facility" means the facility identified by the Contractor in Exhibit 3 attached to and incorporated in this Agreement.
3. "Agreement" means this Acceptable Recyclables Processing Agreement between the BRRFOC, Participating Municipality and Contractor, together with the applicable Exhibits attached hereto and made a part hereof and any written amendments, modifications, or supplements hereto.
4. "Applicable Law" means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, permit, decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been or shall be enacted, promulgated, issued or enforced by any judicial or governmental authority having jurisdiction.
5. "Backup Facility" means the facility identified by the Contractor in Exhibit 3 attached to this Agreement as a contingency should the Acceptance Facility for any reason not be available for receiving Acceptable Recyclables under the Direct Control of the Participating Municipality.
6. "BRRFOC" means the Bristol Resource Recovery Facility Operating Committee, acting on behalf of the Participating Municipalities.
7. "Change-in-Law" means any of the following events or conditions occurring after the Effective Date which have or will have, separately or in the aggregate, a substantial adverse effect, including a material increase on the Contractor's costs and/or expenses, (i) on the ability of the Contractor to perform its obligations under this Agreement or (ii) on the ability of the Contractor, to accept, transport, process or market any Acceptable Recyclables delivered hereunder, or (iii) on the Contractor's ownership, use or operation of the Acceptance Facility, or its ability to equip, to test, to operate, to maintain, to own or to process materials at the Acceptance Facility, to the extent that such event or condition is not the result of any willful or grossly negligent act or omission of the Contractor relying thereon as justification for not performing any obligation or complying with any condition required of the Contractor under this Agreement and shall include the following: (A) the enactment, adoption, promulgation, implementation (if new or materially different from implementation as of the Effective Date), repeal, modification, interpretation (if materially different from the generally accepted interpretation as of the Effective Date) or enforcement policy (if materially different from the enforcement policy as of the Effective Date) after the Effective Date of any law, statute, act, ordinance, code, rule, regulation, policy, guideline, standard or requirement not adopted or enforced on or before the Effective Date, or a decree, judgment, order of a court or governmental, quasi-governmental or regulatory authority or agency or other action by a governmental, quasi-governmental or other regulatory authority or agency after the Effective Date; (B) the imposition after the Effective Date of any condition on the issuance, re-issuance or continued effectiveness of any permit,



license or approval, which establishes requirements substantially more burdensome or costly than those that exist or would have been imposed as of the Effective Date; (C) the termination, suspension, rescission, modification, failure to renew or denial after the Effective Date of any such permit, license or approval; or (D) the imposition or increase after the Effective Date of any tax, assessment, governmental charge, levy or surcharge of any nature, such as that provided in Conn. G. S. § 22a-232, or the imposition or amendment after the Effective Date of any requirement obligating the Contractor, or any owner or operator of the Acceptance Facility, or any of its respective affiliates, to establish, maintain or increase reserves, security, or other financial assurances of any nature whatsoever by a governmental, quasi-governmental or other regulatory authority or agency on or in respect to the operation, ownership, possession or use of the Acceptance Facility, any equipment used to construct, maintain, operate or test the Acceptance Facility, satisfying its obligations hereunder, or the collection, storage, transportation, processing or disposal of waste or Residue, or any Acceptable Recyclables under the Direct Control of the Participating Municipality at the Acceptance Facility.

8. "Commencement Date" means July 1, 2024.
9. "Confidential Information" means proprietary information of the Contractor related to waste processing and disposal given to the BRRFOC or Participating Municipality by the Contractor in connection with this Agreement that (1) the BRRFOC and Participating Municipality are not required to disclose under Applicable Law, (2) is not in the public domain, (3) is in tangible form, (4) is identified as confidential by the word "Confidential" conspicuously marked on the upper right hand corner of each page thereof, and (5) is annotated to reference the provisions of Applicable Law that authorize nondisclosure of such material and information to the public. In addition, any information that is marked by the Contractor as confidential shall not be deemed confidential if it (a) is now in or after the date hereof has entered the public domain through (a) no fault of the BRRFOC or the Participating Municipality, (b) was known by the BRRFOC or the Participating Municipality prior to its disclosure hereunder, (c) was obtained by a third party who is not known by the BRRFOC or the Participating Municipality to be prohibited from disclosing such information, and (d) is required to be disclosed by the BRRFOC or Participating Municipality, as a matter of law and/or regulation.
10. "CT DEEP" means the Connecticut Department of Energy and Environmental Protection.
11. "Contaminants" means material or materials that are not identified in Exhibit 1 attached hereto.
12. "Contract Year" means the year commencing on the Commencement Date and ending on June 30, 2025, and thereafter shall mean the period from July 1 to June 30 of each subsequent year.

13. "Participating Municipality" means the municipality that is a Party to this Agreement, and that is also a member of the BRRFOC, d/b/a Bristol Policy Board.
14. "Contractor" means Murphy Road Recycling, LLC, which enters into this Agreement with the BRRFOC and the Participating Municipality to provide services for the management and processing of Acceptable Recyclables under the Direct Control of the Participating Municipality.
15. "Contractor's Equipment" shall mean equipment, including, but not limited to, containers, trucks, trailers, spare parts, tools, and any other equipment (including the labor to operate the equipment) that is necessary for use in performing the services under this Agreement which shall meet all applicable specifications and shall comply with all Applicable Law.
16. "Designated Hauler" means any Person that is designated by the Participating Municipality to deliver Acceptable Recyclables under its Direct Control to the Contractor's Acceptance Facility and approved by the Contractor.
17. "Direct Control" means the Acceptable Recyclables that are collected by a Participating Municipality using municipal collection crews or are collected by a private hauler under contract with the Participating Municipality, or are accepted by the Participating Municipality at a drop-off center or transfer station owned or operated by the Participating Municipality.
18. "Effective Date" means the day when the Contractor has executed this Agreement.
19. "Electronic Data" means digitally encoded scale house transaction monthly reports, hauler identification records and reports, and facility records required to be supplied by the Contractor in performing services as described in this Agreement, such information to be provided in spreadsheet or ASCII format to the BRRFOC and/or the Participating Municipality by the tenth (10<sup>th</sup>) day of the month subsequent to the immediate preceding month for which such reports are issued.
20. "Event of Force Majeure" means any of the following occurring on or after the Effective Date: (i) an occurrence or occurrences beyond the reasonable control of the Contractor which, separately or in the aggregate substantially and adversely affects, including a substantial increase in the costs associated with the Acceptance Facility, or the ownership, use or operation of the Acceptance Facility or the ability of the Contractor to perform its obligations hereunder (including the ability of the Contractor to accept, transport, process, market, or dispose of any Acceptable Recyclables delivered hereunder) or the ability of the Contractor, or any Person acting on behalf of the Contractor, to comply with the requirements of any Applicable Law; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, windstorms, blizzards, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, pandemics (including a resurgence of COVID-19 coronavirus), acts of terrorism or

vandalism or civil disturbances; (iii) non-Contractor strikes; (iv) an order or judgment of any court, administrative agency or other governmental, quasi-governmental or other regulatory body or agency, if not the result of the willful misconduct or gross negligence of the Contractor relying thereon; provided, however, that the contesting in good faith by the Contractor of any such order and/or judgment shall not constitute or be construed to constitute the willful misconduct or gross negligence of the Contractor; (v) blockage of access to the Acceptance Facility, if not the result of the willful misconduct or gross negligence of the Contractor relying thereon; (vi) a complete or partial suspension of services at the Acceptance Facility, or an adverse effect on the operations at the Acceptance Facility, arising from or related to any surface or subsurface condition (including the presence of Hazardous Waste or hazardous materials) thereon, to the extent not directly created by the Contractor or an affiliate; (vii) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Acceptance Facility, or any portion thereof by action of any Federal, state or local governmental, quasi-governmental or regulatory agency or authority; (viii) a Change-in-Law; and/or (ix) one or more of the foregoing if, separately or in the aggregate, resulting in a substantial increase in the costs and/or expenses associated with the ownership, use and/or operation of the Acceptance Facility and/or with the performance by the Contractor of its obligations hereunder and the Contractor provides a minimum of thirty (30) days' prior written notice to the Participating Municipality of the Contractor's intent to declare an Event of Force Majeure due to such substantial increase in costs and/or expenses.

21. "Engineer" means the third-party engineer or other technical expert designated by the Participating Municipality to monitor the Contractor's performance of services and status of the Acceptance Facility.
22. "Extended Facility Hours" means any hours the Acceptance Facility may operate beyond the facility's designated hours of operation.
23. "Fiscal Year" means the period commencing July 1<sup>st</sup> and ending June 30<sup>th</sup> of each year.
24. "Haulers' Rules" means rules and regulations applicable to all vehicles delivering Acceptable Recyclables to the Acceptance Facility and made a part of this Agreement pursuant to Exhibit 2 attached hereto. Changes to Haulers' Rules shall be promptly provided to the BRRFOC and to the Participating Municipality thirty (30) days prior to effectiveness. The Haulers' Rules shall include provisions for type of vehicles allowed, safety on site, cleanliness, procedures for delivery of material, hours of operation, fines, registration procedures, prohibited waste, and any other items of concern. The Haulers' Rules shall also establish a procedure and enforcement mechanism for establishing acceptable access routes to the Acceptance Facility by Participating Municipality and/or Designated Hauler vehicles and a process for notification of any such routes established.
25. "Hazardous Waste" means any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics is deemed to be a

hazardous waste pursuant to Conn. G.S. § 22a-215 and RCSA § 22a 449(c)-101. With regard to materials or substances which are not Hazardous Waste as of the Effective Date of this Agreement, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine, that such materials or substances are hazardous, then such materials or substances shall be considered Hazardous Waste for the purposes of this Agreement as of the effective date of such governmental determination.

26. "Household Hazardous Waste" shall mean de minimis quantities of Hazardous Waste that are regularly discarded with residential Acceptable Recyclables.
27. "Term" shall mean the period commencing upon the Commencement Date and continuing thereafter for a period through June 30, 2029.
28. "Legal Holiday" means those holidays specified in Exhibit 4 attached hereto, as modified by the mutual consent of the Parties.
29. "Materials Recovery Facility" or "MRF" means a facility that (a) processes and subsequently markets Acceptable Recyclables, and (b) separates for disposal any residue generated from processing Acceptable Recyclables.
30. "Municipal Solid Waste" means solid waste from residential, municipal, commercial or industrial sources, excluding solid waste consisting of hazardous waste as defined in Conn. G.S. § 22a-115 and RCSA § 22a 449(c)-101, land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal.
31. "Participating Municipality" means a municipality that is a party to this Agreement, and also a member of the BRRFOC.
32. "Permit" means any and all permits, licenses, approvals, certificates of public convenience and necessity, franchises or authorizations that must be issued by any governmental entity having jurisdiction thereof to legally enable the Contractor to perform the services described in this Agreement.
33. "Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency, or political subdivision thereof.
34. "Public Organization" means any municipal government, public authority, state agency, or other quasi-governmental unit.
35. "Recycling" means the processing of Acceptable Recyclables to reclaim material for reuse, such that the overwhelming majority of such materials processed by mechanical, optical, and other equipment, supplemented by manual labor, results in marketable products.
36. "Rejected Load" means a load of Acceptable Recyclables from the Participating

Municipality or its Designated Hauler that includes Hazardous Waste or consists of a verifiable quantity of Contaminants exceeding 25% of the load by weight and has been rejected by the Contractor, subject to the terms and provisions of this Agreement and Exhibit 2, Haulers' Rules.

- 37. "Residue" means the portion of Acceptable Recyclables accepted by the Contractor pursuant to this Agreement, and subsequently removed from the as-received Acceptable Recyclables (i) by the facility personnel prior to processing or (ii) by the facility processing system(s) because such material cannot be economically processed into a marketable product.
- 38. "Subcontractor" means every Person (other than employees of the Contractor) employed or engaged by the Contractor or any Person directly or indirectly in privity with the Contractor (including every subcontractor of whatever tier) for any portion of the contract services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.
- 39. "Ton" means a "short ton," or 2,000 pounds.
- 40. "TPD" means tons per day.
- 41. "TPY" means tons per year.
- 42. "Weight Slip" means a form that is generated by the Contractor and submitted to the Participating Municipality or its Designated Hauler that contains information regarding each of the loads that is received and accepted by the Contractor from or on behalf of the Participating Municipality and includes, at a minimum, each load's: point of origin (documenting the Acceptance Facility where the Participating Municipality delivered or caused delivery of the Acceptable Recyclables under the Participating Municipality's Direct Control); date of receipt; identification number of the Participating Municipality; delivery vehicle; material; the full weight; the tare weight; the net weight; time weighed in; and time weighed out.

## **2.01 Representations of the Contractor.**

The Contractor represents and warrants that:

- (a) The Contractor is a limited liability company duly organized, in good standing under the laws of the State of Connecticut and is duly qualified to conduct business wherever necessary to perform its obligations under this Agreement;
- (b) The Contractor has the full power, authority, and legal right to enter into and perform its obligations under this Agreement, and the execution, delivery, and performance of this Agreement by the Contractor (i) has the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law, or regulation applicable to the Contractor or any provisions of the Contractor's charter or by-laws; and (iii) does not (A) conflict



with, (B) constitute a default under; or (C) except as specifically created hereby, result in the creation of any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected;

- (c) This Agreement, which has been duly authorized, executed, and delivered by the Contractor, constitutes a legal, valid, and binding obligation of the Contractor, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies;
- (d) There is no litigation or proceeding pending or, to the knowledge of the Contractor, threatened against or affecting the Contractor which (i) challenges the validity of this Agreement, (ii) seeks to enjoin the performance by the Contractor of its obligations under this Agreement, (iii) if adversely determined, would materially adversely affect the financial condition of the Contractor or the ability of the Contractor to perform its obligations under this Agreement, and (iv) during the term of this Agreement, the Contractor will immediately notify the BRRFOC of the filing of any litigation or proceedings, or any action to enjoin the Contractor from performing its obligations under this Agreement;
- (e) The Contractor is not currently in breach of or in default under any Permit or any Applicable Law that would materially and adversely affect Contractor's ability to perform hereunder and Contractor has obtained all required Permits necessary to accept and process Acceptable Recyclables; and
- (f) The Contractor has sufficient capacity to process the Acceptable Recyclables delivered by the Participating Municipality's Designated Hauler at the Acceptance Facility, and Contractor shall, during the Term of this Agreement, maintain sufficient capacity at the Acceptance Facility.

### **3.01 Representations and Covenants of the Participating Municipality.**

The Participating Municipality represents and warrants that:

- (a) The Participating Municipality is a municipality duly organized under the laws of the State of Connecticut and is duly qualified to conduct business wherever necessary to perform its obligations under this Agreement;
- (b) The Participating Municipality has the full power, authority, and legal right to enter into and perform its obligations under this Agreement;
- (c) This Agreement, which has been duly authorized, executed, and delivered by the Participating Municipality, constitutes a legal, valid, and binding obligation of the Participating Municipality;

- (d) This Agreement has been executed by an official of the Participating Municipality acting with the approval and under the authority of the legislative body of the Participating Municipality, and the Participating Municipality has heretofore delivered to the Contractor evidence of such approval and authority;
- (e) The Participating Municipality is duly authorized (i) to enter into this Agreement for recycling services, (ii) to pay the fees and charges established by this Agreement, and (iii) to obligate itself to annually appropriate funds and assess or levy taxes or otherwise provide for the funding for the payment of such fees and charges; and
- (f) There is no action, suit, investigation or other proceeding pending or, to the knowledge of the Participating Municipality, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of the Participating Municipality's obligations hereunder.

#### **4.01 Contractor's Basic Obligations**

- (a) This Agreement and the Contractor's Haulers' Rules set forth in Exhibit 2 shall govern Contractor's obligations for processing of Acceptable Recyclables delivered by the Participating Municipality's Designated Hauler consistent with the following subsections.
- (b) The Contractor shall supply at its own expense containers, equipment, and personnel necessary for the Contractor to process Acceptable Recyclables delivered by the Participating Municipality's Designated Hauler.
- (c) Title to Acceptable Recyclables delivered by the Participating Municipality's Designated Hauler shall pass to the Contractor when unloaded onto the tipping floor or loaded into the Contractor's equipment, provided that, upon inspection, such loads are not rejected by the Contractor in accordance with the process identified in this Agreement and the Haulers' Rules set forth in Exhibit 2.
- (d) If the Contractor determines that the Participating Municipality or its Designated Hauler has delivered a load that contains more than 25% Contaminants, the Contractor will engage the offending Participating Municipality to make appropriate efforts to decrease the Contaminants. If a load is demonstrated by video, photographs, or other evidence to include a quantity of Contaminants which exceeds 25% of the load, such load may be rejected by the Contractor, such that the Contractor does not take title to said material, with fees of one hundred fifty dollars (\$150.00) per ton, including tip fees, for processing and disposal and also penalties assessed against the offending Designated Hauler and the Participating Municipality as specified in the Haulers' Rules or this Agreement. If a load is demonstrated by video, photographs, or other evidence to include a quantity of Contaminants which exceeds 15% but is less than or equal to 25% Contaminants, then the percentage of Contaminants in said load will be rejected, such that the Contractor does not take title to said material, with fees of one hundred fifty dollars (\$150.00) per ton payable by the Participating Municipality for processing and disposal of the Contaminants. The Contaminant fees described above are set forth in Table 5.2 of

Exhibit 5.

- (e) The Participating Municipality agrees that neither it nor any of its Designated Haulers shall deliver Hazardous Waste to the Acceptance Facility or the Back-up Facility. After determining a load contains an amount of Hazardous Waste except Household Hazardous Waste, demonstrated by video, photographs, or other evidence, the entire delivery may be rejected by the Contractor in its sole discretion. In addition to any rights and remedies to which the Contractor may have hereunder or under any Applicable Law, Contractor may require the Person or the Participating Municipality that delivered, after confirmation of the delivery by the Designated Hauler, such load to reload and dispose such waste at its sole cost or expense, or, if the Contractor does not discover such Hazardous Waste in time to reject the load and require reloading such waste, the Contractor may process and dispose such load in accordance with all Applicable Law and the Designated Hauler or the Participating Municipality shall pay to the Contractor the cost and expense to process and dispose such waste, including all costs and damages incurred by the Contractor arising from or related to the collection, handling, storage, transportation, processing, and disposal of such waste and cost to remediate the Acceptance Facility, Back-up Facility, or other facility subject to conforming documentation as described in this Section 4.01(e).
- (f) The Contractor shall maintain the Contractor's Equipment at its sole expense in good working condition and, to the extent more stringent, in as good a condition as required by local, state, and federal statutes, regulations, and executive orders.
- (g) At all times during the Term of this Agreement, the Contractor shall (i) at its own expense, be duly licensed by all applicable licensing authorities, (ii) in performing its obligations under this Agreement, comply with all applicable local, state, and federal statutes, regulations and executive orders from time to time enacted, adopted, or promulgated by any federal, state, or local governmental authority or agency thereof, and all applicable industry standards, (iii) notify the BRRFOC immediately of any suit or complaint filed by any Person in a court of law having jurisdiction over the Acceptance Facility relating to the Contractor's licenses or Permits, or relating to the licenses or Permits of a third party under contract with the Contractor, and (iv) notify the BRRFOC immediately of any action or threatened action by any regulatory agency having jurisdiction over the Acceptance Facility relating to the Contractor's licenses or Permits or relating to the licenses or Permits of a third party under contract with the Contractor.
- (h) The BRRFOC and Participating Municipality approved Acceptance Facility and Backup Facility are listed in Exhibit 3 of this Agreement.
- (i) The Contractor's failure to remain current with all fees and expenses due for use of the Acceptance Facility shall not excuse the Contractor from its obligation to utilize the Acceptance Facility or Backup Facility.
- (j) The Contractor shall process Acceptable Recyclables delivered by the Participating Municipality's Designated Hauler and accepted by the Acceptance Facility or Backup Facility. The Contractor shall not cause such Acceptable Recyclables to be delivered to a

facility other than to the Acceptance Facility or Backup Facility without the Participating Municipality's express written approval in advance. Processing of Acceptable Recyclables by the Contractor at any facility not listed in Exhibit 3 shall be deemed a breach of this Agreement, unless the following conditions have been met:

1. The Contractor has immediately notified the Participating Municipality of its request to use a facility not listed in Exhibit 3;
2. The Participating Municipality, or, under extenuating circumstances, the BRRFOC has consented in writing or electronic communication from an authorized representative of the Participating Municipality or the BRRFOC, to the Contractor's use of a facility not listed in Exhibit 3;
3. Use of a facility not specified in Exhibit 3 but approved by the BRRFOC or the Participating Municipality shall result in no change to Exhibit 5 of this Agreement; and
4. Any delivery by the Participating Municipality's Designated Hauler to a facility not specified in Exhibit 3 shall be duly recorded in the same manner, and with the same level of detail, as provided for in Section 6.01(a).

- (k) If the Contractor directs the Participating Municipality's Designated Hauler to deliver Acceptable Recyclables to the Backup Facility, it shall pay the Participating Municipality any incremental costs incurred by the Participating Municipality for any additional delivery costs as compared to the Participating Municipality's delivery costs to the Acceptance Facility as demonstrated by the Participating Municipality and agreed to by the Contractor and the Participating Municipality, both in a commercially reasonable manner.

Notwithstanding the above language, if, due to an Event of Force Majeure or a Change-in-Law relating to the Acceptance Facility, the Contractor directs the Participating Municipality or its Designated Hauler to deliver Acceptable Recyclables to the Backup Facility, the Contractor is not obligated to pay any incremental costs or expenses incurred by the Participating Municipality or its Designated Hauler for such delivery to the Backup Facility.

Any excuse of non-performance hereunder due to reliance on a Change-in-Law or an Event of Force Majeure shall be only to the minimum extent reasonably forced on the party claiming to rely on such event, and such party shall continue to perform all other responsibilities hereunder and under this Agreement. The fact that a party is relying on an Event of Force Majeure shall not relieve such party from using reasonable efforts to overcome or remove such event, and such party shall attempt to remedy with reasonable dispatch the cause or causes of an Event of Force Majeure on which it is relying; provided, however, the settlement of strikes, lockouts, work slowdowns and other similar industrial or labor actions or legal actions or administrative proceedings in connection therewith shall be entirely in the discretion of the party relying on any such Event of Force Majeure, and such party shall not be required to make settlement of



strikes, lockouts, work slowdowns and other similar industrial or labor actions or legal actions or administrative proceedings in connection therewith when such settlement is unfavorable in the reasonable judgment of such party. On any occasion in which the Contractor directs the Participating Municipality or its Designated Hauler to deliver Acceptable Recyclables to the Backup Facility, and on any occasion in which the Parties agree to use of a facility not listed in Exhibit 3, the Participating Municipality shall be entitled to have its Engineer review the circumstances at any of the facilities to determine compliance with this Agreement.

**5.01 The BRRFOC's and Participating Municipality's Basic Obligations.**

- (a) The Haulers' Rules set forth in Exhibit 2 and this Agreement shall govern the obligations and responsibilities of the Participating Municipality for delivery of Acceptable Recyclables by the Participating Municipality's Designated Hauler consistent with the following subsections.
- (b) The BRRFOC shall ensure that the Contractor is provided with the cooperation of the BRRFOC member towns and their Designated Haulers in connection with the delivery, weighing and unloading of materials at the Acceptance Facility or Back-up Facility.
- (c) Before June 1, 2024, June 1, 2025, June 1, 2026, June 1, 2027, and June 1, 2028 and as necessary, an authorized representative of the Participating Municipality by written or electronic communication, or under extenuating circumstances, the BRRFOC, shall provide the Contractor with a list of Designated Haulers approved and proposed by the BRRFOC and/or its member towns to deliver Acceptable Recyclables to the Acceptance Facility, all in accordance with Exhibit 2. The Contractor shall, exercising reasonable discretion, within fourteen (14) days of receipt of such list tell the BRRFOC or Participating Municipality the reason for the proposed withholding of privileges at the Acceptance Facility or Back-up Facility for a Designated Hauler. The BRRFOC, Participating Municipality, and Contractor shall then confer within ten (10) days to discuss the proposal, to resolve concerns underlying the proposed withholding of privileges, and, if not resolved, the Contractor may withhold such privileges. Such notice shall also apply to any suspension or revocation of any hauler's privileges to deliver materials on behalf of BRRFOC member towns.
- (d) The BRRFOC and Participating Municipality do not warrant the quantity of Acceptable Recyclables that will be delivered to the Contractor pursuant to this Agreement. Notwithstanding the immediately preceding sentence, the Participating Municipality agrees that it shall make all reasonable efforts to deliver or to ensure the delivery of all Acceptable Recyclables under its Direct Control to the Acceptance Facility and/or Back-up Facility.
- (e) This Agreement is binding on the Participating Municipality, and the Participating Municipality is obligated to annually assess or levy taxes or otherwise provide the funding to pay its obligations under this Agreement. The Participating Municipality agrees that its obligation to make any such payments in the amounts and at the times herein specified shall be absolute and unconditional, shall not be subject to any setoff, abatement,

counterclaim, recoupment, defense (other than payment itself) or other right which the Participating Municipality may have against the Contractor or any other Person for any reason whatsoever or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Participating Municipality or limit recourse against the Participating Municipality. Payment made pursuant to this provision shall not prejudice the right of the Participating Municipality to claim abatements, refunds or adjustments to which it is entitled under this Agreement or pursuant to Applicable Law.

#### **6.01 Charges/Revenues.**

- (a) On or before the tenth (10<sup>th</sup>) day of each month, the Contractor shall provide the Participating Municipality and the BRRFOC with Electronic Data for the previous month, including the total number of Tons of Acceptable Recyclables delivered by or on behalf of the Participating Municipality by its Designated Hauler which were received and accepted by the Contractor at the Acceptance Facility using Weight Slips provided by the Contractor at the facility scale house as the basis for calculating amounts to be paid in accordance with Exhibit 5 of this Agreement.
- (b) As provided by Exhibit 5 attached to this Agreement, the Contractor or the Participating Municipality shall pay the amount due, which shall be determined by the amount of Tons delivered by or on behalf of the Participating Municipality by its Designated Hauler and accepted by the Contractor, on or before the thirtieth (30<sup>th</sup>) day following the receipt of such statement and Electronic Data.

#### **7.01 Insurance.**

- (a) The Contractor shall obtain and maintain at its expense the following insurance coverages from insurers: (i) licensed in the State of Connecticut, (ii) licensed in the state where the Acceptable Facility is located, and (iii) who have a Best's rating of A- or better. Failure to maintain insurance coverage as required and to name the BRRFOC and the Participating Municipality, and their officers, agents, and employees as Additional Named Insureds will be grounds for termination of the Agreement.
- (b) In addition:
  - (1) The insurance requirements shall apply to all subcontractors and/or consultants.
  - (2) All policy forms shall be on the occurrence form. Exceptions must be authorized by the BRRFOC and/or the Participating Municipality.
  - (3) Each policy shall be primary to any insurance coverage maintained by or on behalf of the BRRFOC and the Participating Municipality.

- (4) Promptly upon the occurrence of any serious injury, substantial loss, or significant damage arising out of the performance of this Agreement, written notice shall be given by the Contractor to the BRRFOC's and/or the Participating Municipality's authorized representative.
  - (5) Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
  - (6) All renewal certificates shall be furnished at least ten (10) days prior to policy expiration.
  - (7) Each certificate shall contain a thirty (30) day notice of cancellation, if feasible.
- (c) The following coverages shall be required:
- (1) Comprehensive General Liability including: Contractual Liability, Products/Completed Operations: Per Occurrence: \$1,000,000; General Aggregate: \$3,000,000; Medical Expenses: \$10,000.
  - (2) All, if any, deductibles and/or self-insured retentions are the sole responsibility of the Contractor to pay and/or indemnify.
  - (3) Automobile Liability Insurance including owned, non-owned and hired vehicles in the same limits as indicated above.
  - (4) Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$1,000,000 for each accident, \$1,000,000 for each disease/policy limit, and \$1,000,000 for disease for each employee.
  - (5) Property insurance covering Contractor's Equipment use in connection with this Agreement, other than incidental tools and equipment.
  - (6) Pollution Liability/Environmental Impairment Insurance with limits up to \$2,000,000 aggregate limit.
  - (7) Excess liability insurance in the amount of \$5,000,000 excess of primary limits of Commercial General Liability, Automobile Liability, and Pollution Liability/Environmental Impairment liability.
  - (8) The BRRFOC and the Participating Municipality, and their current and future officers, agents, and employees shall be named as additional

insureds as their interests may appear.

- (d) All Insurance coverages and limits must comply fully with the State of Connecticut Department of Energy and Environmental Protection (CT DEEP) and all Applicable Law for permitting and compliance, as well as other state and federal jurisdictions where applicable, including but not limited to:
  - (1) Policies of insurance surety bonds must remain in effect throughout the term of the Permit.
  - (2) Only policies which provide a thirty (30) day notice of intent to cancel by the insurer, if feasible, to the BRRFOC and the Participating Municipality fulfill the requirements of this Section 7.01.
- (e) The Participating Municipality, if delivering Acceptable Recyclables to the Acceptance Facility in Participating Municipality vehicles, shall obtain and maintain such insurance coverage as the Contractor may reasonably require in conformity with the insurance coverages required by the Contractor for haulers under this Agreement and the Haulers' Rules, and the Participating Municipality shall name each of Contractor and its designee as an additional insured under such policies and, to the extent commercially available, such policies shall provide for thirty (30) calendar days' prior written notice to the Contractor in the event of expiration, cancellation, non-renewal or any other material change in coverage, if feasible.
- (f) Each Designated Hauler shall maintain insurance of the type and with the limits as disclosed in the Haulers' Rules or as may otherwise be acceptable to the Contractor.

#### **7.02 Indemnification.**

- (a) Contractor agrees, to the extent permitted by Applicable Law, to indemnify, defend and hold harmless the BRRFOC and the Participating Municipality and their directors, officers, employees, contractors of any tier and other agents (altogether, the "BRRFOC Indemnified Parties") from and against any and all Losses arising out of or related to (i) the breach of any term, covenant, agreement or undertaking of Contractor to the BRRFOC or the Participating Municipality hereunder; (ii) the negligence or willful misconduct of Contractor; or (iii) any action taken to enforce this indemnity; provided, however, that Contractor will not be obligated to indemnify a BRRFOC Indemnified Party (A) to the extent that any such Loss is caused by the negligence or willful misconduct of such BRRFOC Indemnified Party or (B) with respect to the handling, collection, containment, separation, remediation, storage, transportation, processing and/or disposal of Hazardous Waste or hazardous materials unless, and to the extent, that such Losses arise from the gross negligence or willful misconduct of Contractor.



- (b) The Participating Municipality agrees, to the extent permitted by Applicable Law, to indemnify, defend and hold harmless the Contractor and its directors, officers, employees, contractors of any tier and agents (altogether, the “Contractor Indemnified Parties”) from and against any and all Losses arising out of or related to (i) the breach of any term, covenant, agreement or undertaking of the BRRFOC or the Participating Municipality to Contractor hereunder; (ii) the negligence or willful misconduct of the Participating Municipality; (iii) the delivery of any Hazardous Waste or hazardous material to Contractor hereunder; and (iv) any action taken to enforce this indemnity; provided, however, that the Participating Municipality will not be obligated to indemnify a Contractor Indemnified Party to the extent that any such Loss is caused by the negligence (gross negligence in the case of the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of Hazardous Waste or hazardous materials generated within the boundaries of the Participating Municipality) or willful misconduct of such Contractor Indemnified Party.
- (c) For the purposes of this Section 7.02, “Loss” or “Losses” shall mean actual or alleged claims, demands, liabilities, obligations, losses, damages, fines, penalties, Taxes, interest, suits, administrative proceedings, costs, expenses (including the fees and costs of investigators, accountants and attorneys) and disbursements, of whatever nature, liquidated or unliquidated, including amounts paid in satisfaction of judgments or as a settlement or compromise thereof; provided, however, that “Loss” or “Losses” will include special, consequential, punitive, indirect and/or incidental damages to the extent such “Loss” or “Losses” relate to or arise from the delivery of Hazardous Waste or hazardous materials to an Acceptance Facility or any other facility or the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of such Hazardous Waste or hazardous materials.

### **7.03 Survival of Obligations.**

The Contractor’s and the Participating Municipality’s obligations pursuant to Sections 7.01 and 7.02 shall survive expiration or earlier termination of this Agreement until satisfied by the Contractor or the Participating Municipality or waived by the BRRFOC, the Participating Municipality, or the Contractor.

### **8.01 Term.**

This Agreement shall commence on July 1, 2024 (Commencement Date) and end on June 30, 2029 (the Term). The Contractor and the Participating Municipality shall perform as required by this Agreement beginning on the Commencement Date and ending June 30, 2029, unless terminated earlier pursuant to this Agreement. The Parties agree that this Agreement may be extended by their mutual agreement.

## **8.02 Termination.**

Either the Participating Municipality or the Contractor may terminate or suspend this Agreement due to a material breach of this Agreement which is not cured within fifteen (15) business days of the receipt of a notice of the alleged breach. If the Agreement is terminated by the Participating Municipality due to material breach, the Participating Municipality shall be entitled to complete the services or cause them to be completed, and to secure said services (i) receive an adjustment to the amount owed to the Contractor for services requested and performed in an amount equal to the cost to the Participating Municipality of completing the services, and (ii) seek any other remedies available to the Participating Municipality for damages resulting from the Contractor's failure to perform hereunder. If the adjustments due under Subsections (i) and (ii) result in a net amount owing to the Participating Municipality, the Contractor shall promptly remit such amounts to the Participating Municipality.

If the Agreement is terminated or suspended by the Contractor due to material breach by the Participating Municipality, the Contractor may seek any and all remedies available in law or in equity to the Contractor resulting from the Participating Municipality's breach of this Agreement.

If the Contractor directs the Participating Municipality or its Designated Hauler to deliver Acceptable Recyclables to the Backup Facility for five (5) consecutive business days, or for any ten (10) business days in any three calendar-month period, this shall constitute a material breach for which the Participating Municipality may terminate the Agreement unless the Parties agree, pursuant to Section 4.001(j), to use of a facility not listed in Exhibit 3. Notwithstanding the foregoing language, this Agreement may be terminated by the Contractor if a Change in Law or Event of Force Majeure prevents the Contractor from performing its obligations under this Agreement at the Acceptance Facility or the Back-up Facility for a period of more than thirty (30) consecutive days and the Parties do not agree, pursuant to ~~Section 4.0~~ Section 4.01(j), to use of a facility not listed in Exhibit 3.

## **8.03 Effect of Expiration or Termination.**

Any obligation for the payment of money, indemnity, or otherwise, which shall have arisen from the conduct of the Parties pursuant to this Agreement shall survive expiration or earlier termination of this Agreement.

## **9.01 Relationship of the Parties: Beneficiaries.**

This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment, or other agency relationship between the Parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party, except as provided in ~~Section~~Sections 7.02 and 9.02.

## **9.02 Assignment.**

This Agreement shall not be assigned by the Contractor without the prior express written

consent of the BRRFOC and the Participating Municipality, which consent shall not be unreasonably withheld. The BRRFOC reserves the right to assign its rights under this Agreement to a successor Interlocal agency, Board, or Operating Committee, or to the Participating Municipality, upon sixty (60) days' written notice to the Contractor.

**9.03 Additional Services.**

If the BRRFOC and the Participating Municipality request service which is substantially different or greater than the services set forth in this Agreement, the Parties shall negotiate, in good faith, a commercially reasonable adjustment to Exhibit 5 attached to this Agreement.

**9.04 Notices.**

Any notices or communications required or permitted under this Agreement shall be in writing and either delivered in person, transmitted by telecopy followed by a mailed confirmation copy or sent by certified or registered mail, return receipt requested, postage prepaid, at the addresses of the Parties set forth below.

If to the BRRFOC:

Executive Director  
Bristol Resource Recovery Facility Operating Committee  
27 West Main Street  
New Britain, CT 06051

If to the Contractor:

Jonathan Murray  
Murphy Road Recycling LLC  
555 Taylor Road  
Enfield, CT 06082

If to the Participating Municipality:

[Name]  
[Title]  
[City/Town of \_\_\_\_\_]  
[Street Address]  
[Town, CT, Zip]

Changes to the telephone numbers through which such telecopies may be transmitted or the addresses to which such notices shall be delivered may be made by written notice given in accordance with this Section.

**9.05 Emergency Notification.**

The Contractor shall immediately notify the BRRFOC of the occurrence of a property lien, spill, fire, explosion or other emergency or accident requiring notification of any governmental entity and shall be responsible for complying with all applicable legal requirements concerning notification with respect to such event. The Contractor shall notify the BRRFOC, immediately, of the occurrence of a notice of violation or other regulatory action at the Acceptance Facility. Such notification shall be made by written notice to the BRRFOC indicating the nature of any action affecting the Acceptance Facility Permit or Permits and describing all corrective and remedial action undertaken or planned.

**9.06 Waivers/Amendments.**

No provision of this Agreement shall be deemed waived without express written notice of waiver signed by the party claiming a waiver. No delay or failure to exercise a right resulting from any breach of this Agreement shall be construed to be a waiver thereof. Failure to demand strict performance in one (1) instance shall not be deemed to waive any party's right to insist on strict performance in any other instance. Any amendment to this Agreement must be in writing and signed by the party against whom the amendment is to be enforced.

**9.07 Entire Agreement. Modifications, and Exhibits.**

The provisions of this Agreement (except captions), including the Exhibits annexed hereto, which are hereby incorporated by reference, and including all supplemental exhibits and amendments in connection therewith, shall (a) constitute the entire Agreement between the Parties, superseding all prior or contemporaneous negotiations, understandings, or agreements, and (b) not be modified in any respect, except by express written agreement executed by the Parties. Neither the Contractor nor the Participating Municipality shall be considered the drafter of the Agreement if any provision of this Agreement is deemed ambiguous in any dispute over the Agreement.

**9.08 Severability.**

If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the Parties shall make good faith efforts to modify this Agreement to implement the intent of the Parties embodied in this Agreement. Any resulting modification and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**9.09 Governing Law.**

This Agreement shall be governed by the laws of the State of Connecticut without regard to its conflict of law principles.



#### **9.10 Compliance with Laws.**

The Contractor and the Participating Municipality and its Designated Haulers shall comply with all local, state and federal statutes, regulations, and executive orders applicable to this Agreement, including all applicable health and safety, anti-discrimination, affirmative action, and minority business opportunity laws, and all applicable industry codes, specifications, and standards.

#### **9.11 Publicity and Property Rights.**

The Contractor shall not advertise or otherwise use this Agreement with the BRRFOC and the Participating Municipality in any public disclosure without the prior written consent of the BRRFOC and the Participating Municipality. Such disclosure shall include, without limitation, issuing brochures, listing references, placing advertisements and making any announcement or releasing any information concerning the existence or content of this Agreement, the services or any facility or site of the BRRFOC, or any of its affiliates to any third party. The Contractor shall not use or permit the use of the trade or services names, marks or logos of the BRRFOC or the Participating Municipality, or any of its affiliates in any manner. This section shall survive the expiration or earlier termination of this Agreement.

#### **9.12 Counterparts.**

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original.

#### **9.13 Contracts with Third Parties.**

The Contractor shall provide the BRRFOC with copies of any Agreements, Amendments, Supplemental Agreements, or other modifications or revisions to any agreement, promptly upon execution thereof, which the Contractor has with the Backup Facility for processing the Participating Municipality's Acceptable Recyclables delivered by or caused to be delivered by the Participating Municipality pursuant to this Agreement.

#### **9.14 Dispute Resolution.**

All disputes, claims, controversies and differences arising out of or relating to this Agreement, or the termination, invalidity or breach hereof, will be determined first by mediation conducted in the City of Hartford, Connecticut. The Parties will share the cost of mediation, with Contractor paying fifty percent (50%) of the cost and the Participating Municipality or BRRFOC paying the remaining fifty percent (50%) of the cost. If such dispute, claim, controversy and/or difference is not resolved by mediation within forty-five (45) days of the date of the first notice by a Party to request mediation, such dispute, claim, controversy and/or difference will be determined by arbitration in the City of Hartford, Connecticut, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (except as otherwise specified in this Section 9.14) and each Party submits to the jurisdiction of such arbitration. A Party may, upon written notice to the other Party, submit a dispute for arbitration. The dispute will be determined

by one (1) arbitrator acceptable to both Parties who will be selected within fourteen (14) calendar days of receipt of notice of intention to arbitrate by the party receiving that notice. If the receiving Party fails to respond to said notice in writing within said fourteen (14) calendar days, then the Party providing said notice will select the arbitrator and the arbitrator selected by the Party providing said notice will be deemed to have been selected by the receiving Party. If, by the end of said fourteen (14) calendar day period the Parties have not agreed upon one (1) arbitrator as acceptable, then the dispute will be determined by a panel of three (3) arbitrators selected as follows: (i) within an additional seven (7) calendar days, each Party will appoint one (1) arbitrator; and (ii) the two (2) arbitrators will then, within an additional seven (7) calendar days, name a third arbitrator. If the first two (2) arbitrators are unable to agree upon the choice of a third arbitrator within seven (7) calendar days, either Party may request and direct the person or entity administering the arbitration, or, if none, the American Arbitration Association or any other arbitration administering person or entity, to appoint the necessary arbitrator pursuant to the Commercial Arbitration Rules.

As soon as the arbitrator has been chosen or if three are utilized, the panel has been convened, a hearing date will be set within thirty (30) calendar days thereafter. Such hearing date will be subject to the mutual agreement of the Parties and the arbitrator(s), but if such agreement cannot be reached, the arbitrator(s) will have authority to establish such times for hearings as he, she or they deem appropriate. Written submissions will be presented and exchanged by both Parties at least seven (7) calendar days before the hearing date, including reports prepared by any expert upon whom either Party intends to rely. At such time the Parties will also exchange copies of all documentary evidence upon which they will rely at the arbitration hearing and a list of the witnesses whom they intend to call to testify at the hearing. Each Party will also make its respective experts available for deposition by the other Party prior to the hearing date. The arbitrator(s) will make the award as promptly as practicable after conclusion of the hearing. Arbitrators will be compensated for their services at the standard hourly rate charged in their private professional activities.

The Parties agree that the provisions of this Section 9.14 may be enforced by any court of competent jurisdiction in Connecticut. Connecticut rules of civil procedure and evidence will apply with respect to any arbitration hereunder, including all rules pertaining to discovery and inspection. The award may be made solely on the default of a Party. The arbitrator(s) will follow substantive rules of law. The arbitrator(s) will make the award in strict conformity with this Agreement and will have no power to depart from or change any of the provisions hereof. If three arbitrators are used, a decision of any two of them will be binding. At the request of either Party at the start of the arbitration, the award of the arbitrator(s) will be accompanied by findings of fact and a written statement of reasons for the decision. The arbitrator(s) have the discretion to award the costs of arbitration, arbitrators' fees and the respective attorneys' fees of each Party between the Parties as they see fit. All Parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and enforced in any court of competent jurisdiction, including the power to require specific performance. To the extent reasonably practicable, both Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved. All matters relating to any arbitration hereunder will be maintained in confidence.

[*PAGE LEFT INTENTIONALLY BLANK*]

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date of this Agreement.

Bristol Resource Recovery Facility Operating Committee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Participating Municipality [City/Town of \_\_\_\_\_]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor – Murphy Road Recycling, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT 1

### ACCEPTABLE RECYCLABLES

#### Acceptable Recyclables

---

Acceptable Recyclables are the following materials, as may be amended from time to time and at any time by Murphy Road Recycling, LLC:

<b>Mixed Paper:</b> Newspaper and Inserts, Magazines & Catalogs, White and Colored Paper, Mail, Junk, Bills, Receipts, Computer Paper, Mixed Office Paper
<b>Corrugated Cardboard</b>
<b>Chipboard:</b> Including cartons, without box linings or pasta box windows
<b>Glass:</b> Food and Drink Jars: rinsed, labels may be left, no caps or lids; Bottles: rinsed, labels may be left, no caps or lids
<b>Metal Cans and Food Trays:</b> Aluminum Cans, rinsed, Steel/Tin Cans up to three gallons, rinsed, Foil Food Trays, rinsed
<b>Aerosol Cans:</b> Empty, Non-hazardous contents (no paint, pesticides or other)
<b>Plastics:</b> #1 & #2, all plastic containers under three gallons; #3-#7, plastic food and beverage containers under three gallons; #1 & #2 plastic laundry product containers, rinsed
<b>Cartons:</b> Milk and juice cartons/boxes rinsed with caps and straws removed

**EXHIBIT 2**

**HAULERS' RULES**

The attached Haulers' Rules are incorporated into this Agreement:

### **EXHIBIT 3**

#### **LIST OF APPROVED ACCEPTANCE FACILITIES**

1. Acceptance Facility:

The All American MRF  
Murphy Road Recycling, LLC  
655 Christian Lane  
Berlin, CT 06037

2. Back-up Facility:

Murphy Road Recycling, LLC  
123 Murphy Road  
Hartford, CT 06114

## **EXHIBIT 4**

### **ESTABLISHED LEGAL HOLIDAYS**

For the Term, the Contractor, the BRRFOC, and the Participating Municipality agree to establish Legal Holidays on the following dates:

1. New Year's Day
2. Memorial Day
3. July 4<sup>th</sup> – Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day



## **EXHIBIT 5**

### **CHARGES**

Contractor shall charge the Participating Municipality a base processing fee ("BPF") of \$95.00 per Ton of Acceptable Recyclables for the period of July 1, 2024 – June 30, 2025. Each July 1 during the Term, beginning on July 1, 2025, the BPF shall increase by five percent (5%). For example: [Then-Current BPF x 1.05] = new Contract Year BPF.

Contractor shall calculate a monthly average commodity rate ("ACR") based on Table 5.1 below to determine the rebate or charge per Ton to the Participating Municipality for each month.

**Table 5.1**

<b>Single Stream Average Commodity Rate (ACR)</b>		
<b><u>Commodity</u></b>	<b><u>Percent of Stream</u></b>	<b><u>Benchmark</u></b>
OCC	13.40%	P&PW New England Low OCC #11
Mixed Paper	46.00%	P&PW New England Low #54
Glass	19.00%	Fixed \$85.00/Ton charge + CPI (min. 4%)
Steel Cans	2.00%	Recyclingmarkets.net Baled Low
Aluminum	0.25%	Recyclingmarkets.net Baled Low
Natural HDPE	0.60%	Recyclingmarkets.net Low
Colored HDPE	0.75%	Recyclingmarkets.net Low
PET	2.00%	Recyclingmarkets.net Low
Mixed Plastics #3-7	1.00%	Recyclingmarkets.net Low
Residue	15.00%	Fixed \$120.00/Ton charge + CPI (min. 4%)
	100.00%	

Each July 1 during the Term **beginning July 1, 2025**, those materials noted in Table 5.1 above with "CPI" shall be increased by the percentage increase change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (Series ID: CUUR0000SEHG02), published by the United States Department of Labor, Bureau of Labor Statistics for New England, over the most recently available preceding twelve (12) months, provided that the such increase cannot be less than +4.0%. If for any reason this index is no longer published, then the Parties shall use the closest similar index. For illustrative purposes only, if the CPI for July 1, 2025 is calculated to be +3.0%, the new CPI adjusted "Glass" charge shall be shall be \$88.40 (85.00 x 1.04). For the avoidance of doubt, the CPI Adjustment cannot be negative.

The following Formula 5.1 will be utilized to calculate the monthly rebate or charge per Ton to the Participating Municipality:

**Formula 5.1**

$$\text{BPF} - \text{ACR} = \text{Rebate or Charge}$$

When the calculation results in a negative amount per Ton, this amount will be shared fifty

percent (50%) with the Participating Municipality as a rebate and fifty percent (50%) will be retained by MRR.

Example for July 1, 2024 – June 30, 2025:

Calculated ACR	-\$5.00	\$55.00	\$95.00	\$125.00
BPF	\$95.00	\$95.00	\$95.00	\$95.00
ACR	-\$(\$5.00)	-\$55.00	-\$0.00	-\$125.00
Charge to Participating Municipality	\$100.00	\$40.00	\$0.00	\$0.00
Rebate to Participating Municipality	\$0.00	\$0.00	\$0.00	\$15.00

The Parties acknowledge that if, as a result of an Event of Force Majeure, a Change-in-Law, or a material change in market conditions, including, but not limited to, a deletion or addition of the materials listed in Exhibit 1, the discontinuation of an index specified in Table 5.1, the lack of commercially reasonable market availability for one or more types of Acceptable Recyclables, changes in market specifications affecting the salability of one or more types of Acceptable Recyclables, changes affecting the recyclability of one or more types of Acceptable Recyclables, or changes in the quantity, type, or composition of the Acceptable Recyclables that materially alters the total value of the aggregate Acceptable Recyclables that are subject of this Agreement (each a “Material Change”), the Parties shall negotiate a modification of the formula set forth in Table 5.1 and the formula set forth in Formula 5.1. For the avoidance of doubt, fluctuations in the benchmark index prices and Table 5.1 alone will not serve as a basis for modification of the ACR. Notwithstanding anything in this Exhibit 5 or the Agreement to the contrary, the Participating Municipality and the Contractor agree that, if due to an Event of Force Majeure that is proven by the Contractor or agreed to by the Parties, the cost associated with the processing, handling, marketing, or sale of Acceptable Recyclables materially increases, the Parties shall immediately negotiate in good faith a change to the BPF per Ton to address the economic impact of the Event of Force Majeure. Each month, the Contractor will electronically provide the P&PW and recyclingmarkets.net indices to the BRRFOC.

**Table 5.2**

<b>% of Contaminants</b>	<b>Fee*</b>
15% or less	No additional charge
16% - 25%	(% of Contaminants x Weight of the Delivered Load) x \$150.00
26% or more	Weight of the Delivered Load x \$150.00

\* The Contractor may assess penalties against the offending Designated Hauler and the Participating Municipality as specified in the Haulers’ Rules or this Agreement, as amended.

Agenda Item No. 6  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 13, 2024

**SUBJECT:** South Kensington Fire House Air Conditioning Installation

**Summary of Agenda Item:**

The Town of Berlin was awarded a State of Connecticut Legislative Grant to assist in funding some of the capital projects identified in the Town's Capital Plan. One allocation in the amount of \$75,000 was to install central air condition to service the second floor of South Kensington Fire House. The Town Facilities Department worked with a current on- call mechanical contractor F.J. Hubeny, of Plantsville, CT for design, engineering and installation costs related to the proposed system. A proposal was provided in the amount of \$46,500. The remainder of the allocation will be used to purchase the air conditioning equipment factory direct, hire an electrical contractor to wire the equipment and to upgrade and integrate the fire alarm and fire suppression systems into the new air handler for any code requirements. The additional expenditures will follow purchasing guidelines with other on- call vendors and state contracts.

**Funding:**

500.20.2038.0.54000.01421

**Action Needed:**

Move to approve the proposal from current on-call mechanical contractor F.J. Hubeny of Plainville, CT in the amount of \$46,500 for the design, engineering, and installation of air conditioning equipment to service the second floor of the South Kensington Fire House as this is in the best interest of the Town.

**Attachments:**

F.J. Hubeny Proposal and Drawings  
Certificate of Sufficiency of Funds

**Prepared By:**

Douglas Solek, Facilities Director





# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 14-May-24

Purchase Item or Contract: SKFD Air Conditioning		Requested by: Doug Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	SKFD air conditioning design, engineering, and installation	\$46,500.00	\$46,500.00
			\$0.00
			-
			-
			-
			-
Account No. 500.20.2038.0.54000.01421 FY24 Legislative Grant			<b>TOTAL</b> \$46,500.00

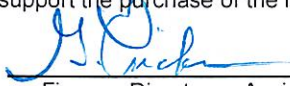
Budgeted Amount.....	\$185,000.00	Available balance.....	\$185,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$46,500.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$138,500.00

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



**F J Hubeny, Inc.**

P.O. Box 525

Milldale, CT 06467

860-628-5509

www.fjhubeny.com

# Estimate

Date	Estimate #
3/11/2024	2024-2761

Name / Address
Town of Berlin Facilities Department 11 Town Farm Lane Berlin, CT 06037

			Project
Description	Qty	Cost	Total
Project: South Kensington Fire Department Install owner supplied 10 ton air conditioning system. Install air handling unit in attic of hall ceiling and condensing unit outside on shed roof as per plan. Price includes new galvanized ductwork, registers, ductwork insulation, hard piped refrigerant lines and insulation, pvc plastic condensate line piped to drain in kitchen, control system, flexstat that utilizes factory installed temperature and humidity sensors. Price includes engineered drawings and permit application. HVAC Materials & Labor - Non Taxable  Price excludes: Electrical wiring, Fire/Smoke sensors and Railing on shed roof.	1	46,495.00	46,495.00
Thank you for the opportunity to quote this project.		Subtotal	\$46,495.00
<div>License Numbers: P1-277656 S1-411901 SM1-605</div>		Sales Tax (6.35%)	\$0.00
		Total	\$46,495.00







Agenda Item No. 7  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 10, 2024

**SUBJECT:** RFP no. 2024-11 Bid Award for Senior Housing/Center Generator Project

**Summary of Agenda Item:**

The Berlin Housing Authority (BHA) owns the property and building at no. 31 Colonial Drive in which the Berlin Senior Center occupies a portion of the building through a lease agreement and Percival Heights Housing utilizes the remaining portion. The BHA has been looking into installing an emergency backup generator at the facility for life safety and security issues created during a power loss. The BHA approached the Berlin Town Council (BTC) about potentially repurposing a 130 KW Generac diesel powered generator that was removed from Berlin High School during the renovate as new project and currently stored in the Town's possession. The generator was fully serviced, load tested and deemed operational in late 2022 through a factory authorized serviced provider. Project discussions continued between the BHA and BTC with the BTC agreeing to donate the existing generator to the BHA and pay for the installation. The Town of Berlin advertised RFP no. 2024-11 as a design build generator project knowing there were many electrical designs and verifications needed along with shutdown coordination's needed with the BHA and EVERSOURCE if the project moves forward. There are existing deficiencies noted that will require possible excavation and switchgear component repairs due to water infiltration and rodent issues over the years from the primary ground mounted transformer. Having the building on a backup generator will allow for the coordination of repairs with less impact to the building and occupants. The building is currently wired with manual transfers switches for life safety panels in which a portable gasoline power generator was once utilized but has since been removed from service years ago. The RFP allowed for alternate proposals other than utilizing the existing 130KW diesel generator and providing a smaller generator for life safety panels only, but the intent in the base bid was to incorporate utilizing the 130KW diesel generator in the Towns possession and have the entire building backed up in the event of a power loss. Four bids were received on April 16, 2024 with Northeast Generator of Bridgeport, CT providing the lowest cost and most inclusive proposal in the amount of \$42,924.00 for the base bid work as advertised. The other lowest bid received from Priority Electric of Berlin, CT in the amount of \$42,800 was documented as the base bid, but the Town was notified that was in error and referenced the alternate bid for a smaller, new, natural gas-powered generator to do the existing life safety panels. Due to the project being design build, not having any electrical drawings to reference in the RFP and the Town responsible for some portions and scope of the project, along with known deficiencies to address, an overall project contingency of 30 percent is being requested to cover any additional work with the contractor.

**Funding:**

Funding in the Generator (500.20.2038.0.54000.00158) account requires approval of budget transfers by the Town Council and Board of Finance from:

\$25,000 504.10.1017.0.53467.00000 DEEP Silver Lake

\$19,400 504.10.1017.0.53470.00000 Community Connectivity Grant  
\$11,600 001.20.2036.0.51445.00000 Storm-Related Overtime

**Action Needed:**

Move to approve a transfer of \$56,000 into the Public Buildings Generator account in the Capital Nonrecurring Fund from the DEEP Silver Lake account (\$25,000) in the Economic Development Fund, Community Connectivity Grant account (\$19,400) in the Economic Development Fund and Storm-Related Overtime (\$11,600) in the General Fund, pending approval by the Board of Finance. Move to award bid no. 2024-11 to Northeast Generator of Bridgeport, CT in the amount of \$56,000 which includes a 30 percent project contingency pending approval of transfers by the Board of Finance.

**Attachments:**

Budget Adjustment Forms  
Sufficiency of Funds  
Bid Results and Proposals

**Prepared By:**

Douglas Solek, Director of Facilities







# TOWN OF BERLIN

## BUDGET CHANGE FORM

### Section 1: To be completed by Department:

Department:	<b>Public Buildings</b>	Fiscal Year:	<b>FY2024</b>	Date:	<b>5/14/24</b>
To Acct #:	Description:	Amount:	Requested by:		
500.20.2038.0.54000.00158	Generator	\$56,000.00	D. Solek		
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
504.10.1017.0.53467.00000	DEEP Silver Lake	\$25,000.00			
504.10.1017.0.53470.00000	Community Connectivity Grant	\$19,400.00			
001.20.2036.0.51445.00000	Storm-related Overtime	\$11,600.00			

### Contingency Balance (If applicable):

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

The Berlin Housing Authority (BHA) owns the property and building at no. 31 Colonial Drive in which the Berlin Senior Center occupies a portion of the building through a lease agreement and Percival Heights Housing utilizes the remaining portion. The BHA has been looking into installing an emergency backup generator at the facility for life safety and security issues created during a power loss. The BHA approached the Berlin Town Council (BTC) about potentially repurposing a 130 KW Generac diesel powered generator that was removed from Berlin High School during the renovate as new project and currently stored in the Town's possession. The generator was fully serviced, load tested and deemed operational in late 2022 through a factory authorized serviced provider. Project discussions continued between the BHA and BTC with the BTC agreeing to donate the existing generator to the BHA and pay for the installation.

Funding is available in the identified accounts because: (1) the TOB was not awarded the DEEP Silver Lake grant; (2) bids for design of the FY25 Community Connectivity Grant sidewalk project come in lower than projected; (3) the TOB experienced a mild 2023-24 winter.

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **5/14/24**  
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 14-May-24

Purchase Item or Contract: Public Buildings		Requested by: D. Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Install generator at Senior Housing/Center Complex on Pervical Avenue	\$25,000.00	\$25,000.00
			-
			-
			-
			-
TOTAL			\$25,000.00

Account No. 504.10.1017.0.53467.00000 DEEP Silver Lake

Budgeted Amount.....	\$25,000.00	Available balance.....	\$25,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$25,000.00
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 \$ 56,000 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 14-May-24

Purchase Item or Contract: Public Buildings		Requested by: D. Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Install generator at Senior Housing/Center Complex on Pervical Avenue	\$19,400.00	\$19,400.00
			-
			-
			-
			-
TOTAL			\$19,400.00

Account No. 504.10.1017.0.53470.00000 Community Connectivity Grant

Budgeted Amount.....	\$80,682.15	Available balance.....	\$19,400.00
Encumbrances to Date.....	\$56,364.12	Amount Needed for This Package.....	\$19,400.00
Expenditures to Date.....	\$4,918.03	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 \$ 56,000 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 14-May-24

Purchase Item or Contract: Public Buildings		Requested by: D. Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Install generator at Senior Housing/Center Complex on Pervical Avenue	\$11,600.00	\$11,600.00
			-
			-
			-
			-
TOTAL			\$11,600.00

Account No. 001.20.2036.0.51445.00000 Storm-Related Overtime

Budgeted Amount.....	\$143,435.00	Available balance.....	\$14,539.19
Encumbrances to Date.....	\$50,500.00	Amount Needed for This Package.....	\$11,600.00
Expenditures to Date.....	\$78,395.81	Available Balance After Purchase.....	\$2,939.19

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 \$ 56,000 must be processed concurrently with this certification to support this commitment.

  
\_\_\_\_\_  
Finance Director or Assist.Finance Director



TOWN OF BERLIN, CONNECTICUT  
ATTACHMENT A: PROPOSAL FORM

**Design Build Generator Project #2024-11**

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Pricing:**

**Base Bid:** \$115,360.00 (in numbers and in words) One hundred fifteen thousand three hundred sixty dollars

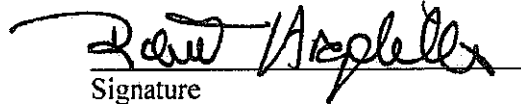
**Cost of Materials and Labor to Install Standby Electrical Generating System:** N/A (in numbers and in words) \_\_\_\_\_

**Name of Subcontractor(s) to be utilized:** Martin Laviero Contractors, Inc

Summit Crane Co.  
Salamone & Associates

4/29/24

Date

  
Signature

Robert Angelillo - Member  
Printed Name, Title

Received Addenda - 1 & 2

R & C Electric, LLC  
Company Name

Alternate Bid (addendum 2)

20 James St, Bristol, CT 06010  
Address

One (1) new Kohler KG100 kW, 125 KVA, 120/208V, 3-Phase  
354A, 60 hz diesel generator  
\$175,934.00  
One hundred seventy five thousand nine hundred thirty four dollars.

860.982.6555  
Telephone

rcecllc@aol.com  
E-mail address





TOWN OF BERLIN, CONNECTICUT

ATTACHMENT A: PROPOSAL FORM

Design Build Generator Project #2024-11

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**Pricing:**

Base Bid: 42800.<sup>00</sup> (in numbers and in words) Forty two thousand eight hundred

Cost of Materials and Labor to Install Standby Electrical Generating System: 39000.<sup>00</sup> (in numbers and in words) Thirty nine thousand

Name of Subcontractor(s) to be utilized: Douglas Mechanical Services

4/29/2024  
Date

[Signature]  
Signature  
Paul Pror President  
Printed Name, Title  
Priority 1 Electric LLC  
Company Name  
1865 Orchard Rd Berlin CT  
Address  
860 827 8504  
Telephone  
info@priorityelectricinc.com  
E-mail address



TOWN OF BERLIN, CONNECTICUT

ATTACHMENT A: PROPOSAL FORM

**Design Build Generator Project #2024-11**

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**Pricing:**

Base Bid: \$250,000.00 (in numbers and in words) Two Hundred Fifty Thousand Dollars

Cost of Materials and Labor to Install Standby Electrical Generating System: \$240,000.00 (in numbers and in words) Two Hundred Forty Thousand Dollars

Name of Subcontractor(s) to be utilized: E.T. Vanderbeck

Date

4/24/24

Signature

Margaret Smith - President/CEO

Printed Name, Title

Airosmith, Inc.

Company Name

318 West Ave, Saratoga Springs, NY 12866

Address

518-588-9800

Telephone

msmith@airosmithdevelopment.com

E-mail address



TOWN OF BERLIN, CONNECTICUT

ATTACHMENT A: PROPOSAL FORM

**Design Build Generator Project #2024-11**

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Pricing:**

Base Bid: 43,923.49 (in numbers and in words) Forty three thousand nine hundred and 49/100

Cost of Materials and Labor to Install Standby Electrical Generating System: 43,923.49 (in numbers and in words) Forty three thousand nine hundred and 49/100

Name of Subcontractor(s) to be utilized: Atlantic Consulting & Engineering

4/29/2024  
Date

Brian  
Signature

Brian Crump, Comm. Proj. Manager  
Printed Name, Title

Northeast Generator Co  
Company Name

625 John St. Bridgeport, CT 06604  
Address

203-336-3031 x 114 (o) 203-258-6441 (c)  
Telephone

bcrump@northeastgenerator.com  
E-mail address



**TOWN OF BERLIN, CONNECTICUT**

**ATTACHMENT A: PROPOSAL FORM**

**Design Build Generator Project #2024-11**

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Pricing: Alternate #1

Base Bid: 41,840.65 (in numbers and in words) Forty one thousand eight hundred forty and 65/100

Cost of Materials and Labor to Install Standby Electrical Generating

System: 41,840.65 (in numbers and in words) Forty one thousand eight hundred forty and 65/100

Name of Subcontractor(s) to be utilized: Atlantic Consulting & Engineering

4/29/2024  
Date

Bep  
Signature

Brian Camp, Comm. Proj. Manager  
Printed Name, Title

Northeast Generator Co  
Company Name

625 John St. Bridgeport, CT 06604  
Address

203-336-3031 x 114 (o) 203-258-6441 (c)  
Telephone

brcamp@northeastgenerator.com  
E-mail address





**TOWN OF BERLIN, CONNECTICUT**

**ATTACHMENT A: PROPOSAL FORM**

**Design Build Generator Project #2024-11**

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Pricing:**

Base Bid: 60,465.99 (in numbers and in words) Sixty thousand four hundred sixty-five and 99/100

Cost of Materials and Labor to Install Standby Electrical Generating System: 60,465.99 (in numbers and in words) Sixty thousand four hundred sixty-five and 99/100

Name of Subcontractor(s) to be utilized: Atlantic Consulting & Engineering

4/29/2024  
Date

Bep  
Signature

Brian Camp, Comm. Proj. Manager  
Printed Name, Title

Northeast Generator Co  
Company Name

625 John St. Bridgeport, CT 06604  
Address

203-336-3031 x 114 (o) 203-258-6441 (c)  
Telephone

brcamp@northeastgenerator.com  
E-mail address

# NORTHEAST GENERATOR CO.

*The Power People*

625 John Street  
Bridgeport, CT 06604

(203)336-3031 • Fax: (203)337-1284

Toll Free: 1-800-972-4264

www.northeastgenerator.com

April 29, 2024

Town of Berlin  
240 Kensington Rd.  
Berlin, CT 06037

## Ref: Design Build Generator Project

Good afternoon,

Northeast Generator Co. is pleased to quote your Design Build Generator Project. Listed below are quotes with descriptions of the scope of work for the project along with two additional alternates for consideration.

### Main Bid and Scope of Work:

Install a 130KW Generac Diesel Standby generator set up for 277/480 volts to provide backup power to the Berlin Housing Authority/ Berlin Senior Center located at 31 Colonial Dr., Berlin, CT 06037. The bid includes the installation of:

A Generac 130KW Diesel Standby Generator (Provided and placed on concrete pad by the Town of Berlin)

One (1) 600 amp 277/480 volt 3 phase Generac automatic transfer switch (17wk lead time)

One (1) 400 amp 277/480 volt 3 phase Generac automatic transfer switch (1wk lead time)

One (1) Emergency Generator Shut Off located outside of the building main electrical room.

All electrical wiring, material, and labor for the scope

Trenching and backfill of underground power conduits from building to generator pad

Concrete pad sized to the dimensions of the generator or manufacturer specifications

Start up of generator (fuel, batteries and charger not included and provided by others)

One (1) set of as built plans and specifications of contractor provided equipment

**Total amount of Quote \$43,923.49 Tax not included.**

### Alternate Bid #1

Install a 130KW Generac Diesel Standby Generator set up for 277/480 volts to provide back up power to the two (2) panels currently wired for a portable generator only. The bid includes the installation of:

A Generac 130KW Diesel Standby Generator (Provided and placed on concrete pad by the Town of Berlin)

One (1) 75KVA 480 volt primary 120/208 volt secondary 3 phase transformer

One (1) 200A 600 volt 3 phase fused disconnect switch on primary side of transformer and fuses sized according to 2020 NEC Art. 450

One (1) 225A Main lug only 120/208 volt 3 phase panel and two (2) 100 amp 120/208 volt 3 phase breakers

Two (2) 100 amp 120/208 volt Generac automatic transfer switches (1wk lead time)

One (1) Emergency Generator Shut Off located outside of the building main electrical room.

All electrical wiring, material, and labor for the scope

Trenching and backfill of underground power conduits from building to generator pad

Concrete pad sized to the dimensions of the generator or manufacturer specifications

Start up of generator (fuel, batteries and charger not included and provided by others)

# NORTHEAST GENERATOR CO.

**The Power People**

625 John Street  
Bridgeport, CT 06604

(203)336-3031 • Fax: (203)337-1284

Toll Free: 1-800-972-4264

[www.northeastgenerator.com](http://www.northeastgenerator.com)

One (1) set of as built plans and specifications of contractor provided equipment

**Total amount of Quote \$41,840.65 Tax not included**

## Alternate Bid #2

Install a new 50KW 120/208 volt 3 phase diesel Generac generator and automatic transfer switches to provide backup standby power for the two (2) critical loads panels currently being provided backup power from a portable generator. The bid includes the installation of:

One (1) New 50KW 120/208 volt 3 phase diesel Generac generator with sound attenuated housing, 132 gallon long run sub base fuel tank, battery and charger (11wk lead time)

Two (2) 100 amp 120/208 volt Generac automatic transfer switches (1 wk lead time)

One (1) Emergency Generator Shut Off located outside of the building main electrical room.

One (1) 225A Main lug only 120/208 volt 3 phase panel and two (2) 100 amp 120/208 volt 3 phase breakers

All electrical wiring, material, and labor for the scope

Trenching and backfill of underground power conduits from building to generator pad

Concrete pad sized to the dimensions of the generator or manufacturer specifications

Start up of generator (fuel provided by others)

One (1) set of as built plans and specifications of contractor provided equipment

Delivery and offloading to site provided by contractor

**Total amount of Quote: \$60,465.99 Tax not included**

Note: For a 60KW 120/208 volt 3 phase Natural Gas Generac generator (17wk lead time) add \$1000 to the quoted price. Trenching, plumbing and any utility upgrades for natural gas fuel line are not included in this option and would be quoted separately or billed as an extra.

We look forward to working with you on this project. If you'd like to proceed with any of the proposals listed above, please indicate which bid option and sign and date this proposal and return via email or USPS. Contact information is listed below. This quote is valid for 30 days. Project payment terms are 25% deposit prior to start or ordering of equipment, 50% upon delivery of equipment and 25% upon start up, or payment terms according to any contract or previously agreed upon terms.

If there are any questions or to return the signed proposal, please feel free to reach out to

Brian Crump  
Commercial Project Manager and Master Electrician  
203-336-3031 x114 (office) or 203-258-6441 (cell)  
[bcrump@northeastgenerator.com](mailto:bcrump@northeastgenerator.com)

# NORTHEAST GENERATOR CO.

*The Power People*

625 John Street  
Bridgeport, CT 06604

(203)336-3031 • Fax: (203)337-1284

Toll Free: 1-800-972-4264

[www.northeastgenerator.com](http://www.northeastgenerator.com)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Thank you again and we look forward to installing your standby generator.



Brian Crump



# Estimate

1865 Orchard Rd, Berlin, CT 06037  
Phone: (860) 827-8504, Email:  
info@priorityelectricinc.com

Billing Address  
Town of Berlin Maintenance  
11 Town Farm Ln  
Berlin, CT 06037  
Phone: (860) 250-8810  
Email: Dsolek@town.berlin.ct.us

Service Address  
Town of Berlin Maintenance  
11 Town Farm Ln  
Berlin, CT 06037  
Phone: (860) 250-8810  
Email: Dsolek@town.berlin.ct.us

Date: 04/29/2024 12:01 PM  
Estimate # E2508000550

Line Item	Rate	Qty	Total
Labor + Materials	\$42,800.00	1	\$42,800.00
Labor and materials to supply and install new Standby Generator System for Percival Heights. Kohler 30 RCLA rated at 30, KW, 120/208 Volt-3 phase, for operation on Natural Gas. This system includes the following: Engine Features: Powerful and reliable 2.2 L turbocharged liquid-cooled engine Electronic engine management system Electronically controlled fan speeds minimize generator set sound signature Field convertible, Natural Gas to LPG & maintains emission certification Generator Features: Electronically controlled fan speeds minimize generator set sound signature The generator set accepts rated load in one step A standard five-year or 2000 hour limited warranty covers all systems and components Meets 181 mph wind load rating GFCI service outlet installed on the junction box RDC2 Controller: Digital controller manages generator & and RXT Transfer Switch functions Designed for today's most sophisticated electronics Electronic speed control provides Fast Response to varying Power Demands Digital Voltage Regulation provides precise power w/Low Harmonic Distortion Backlit LCD screen with easy to read display in all lighting conditions Certifications: EPA emissions compliant for New Source Performance Standard (NSPS) UL/UL listing Accepted by the Mass. Board of Registration of Plumbers & Gas Fitters NFPA 37 compliant for 18 in. offset for installation Approved for stationary standby applications served by a reliable utility source Sound Enclosure Features: Sound enclosure insulation meets UL 94 HF1 flammability requirements Internally mounted critical silencer Skid-mounted, aluminum construction with two removable access panels. Fade, scratch- and corrosion-resistant Kohler cashmere powder-baked			



finish

Sound Data:

Model 30RCLA 8 point logarithmic average sound levels are 53 dB(A) during weekly engine exercise and 61 dB(A) during full-speed generator diagnostics and

normal operation. For comparison to competitor ratings, the lowest point sound

levels are 52 dB(A) and 59 dB(A) respectively

All sound levels are measured at 7 meters with no load

\*Lowest of 8 points measured around the generator. Sound levels at other points

around generator may vary depending on installation parameters.

One (1) new 100Amp rated, Kohler RXT 120/208 Volt-3 phase, Nema 3R enclosure, Automatic Transfer Switch (ATS), with the following:

Fixed undervoltage sensors with dropout time delay

Start contacts

Fixed solid state time delays on:

Start @ 2 seconds

Transfer @ 5 seconds

Retransfer 5 minutes

Stop @ 2 minutes

Neutral bar

Warranty is 60 Months

Priority Electric will provide the following:

Electrical wiring

Provide Pad for generator

Deliver generator to site

Gas work for new Generator.

Perform Kohler Power Systems Authorized Startup Service and walkthru to validate Warranty

Kohler 30 RCLA, 30 KW Standby Generator System per above specifications

Kohler RXT 100 Amp Nema 3R-120/208 Volt, 3 Phase, Transfer Switch 2

1,591.00 3,182.00T

Generator Delivery 1 700.00 700.00T

Factory Authorized Kohler Startup Service including starting battery, complete

system testing per Kohler and walk through with owner on same day to validate the warranty.

<b>Subtotal</b>	<b>\$42,800.00</b>
<b>Total Tax - CT Sales Tax @ 6.35%</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$42,800.00</b>
<b>Net Amount</b>	<b>\$42,800.00</b>

## Service Summary

Generator Project #2024-11

## Terms and Conditions

\*\*\*\*Checks must be made payable to Priority 1 Electric LLC\*\*\*\*

Agenda Item No. 8  
Request for Town Council Action

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

**FROM:** Aroscha Jayawickrema, Town Manager

**DATE:** May 13, 2024

**SUBJECT:** Senior Center Re Roofing

**Summary of Agenda Item:**

The Town of Berlin was awarded a State of Connecticut Legislative Grant to assist in funding some of the capital projects identified in the Town's Capital Plan. One allocation in the amount of \$100,000 was for re-roofing the Town's portion of the Berlin Housing Authority building at no. 31 Colonial Drive in which the senior center occupies. The Town has had to reroof sections of the building over the last few years with an on-call roofing contractor BMA Construction of Berlin, CT due to areas being beyond repair. BMA has provided an estimate in the amount of \$22,900 to re-roof the remaining portions of the Senior Center so the Town's portion will be all new. There is unknown but assumed deteriorations that will require new plywood and carpentry repairs to be performed on a unit cost basis. A 30 percent project contingency is being requested bringing the total reroofing cost to an amount not to exceed \$29,770. The additional allocation will be utilized towards replacing the rooftop kitchen hood exhaust and makeup air system which has deteriorated beyond repair and is no longer cost effective to repair. Any remaining balance may be utilized for additional capital work at the senior center.

**Funding:**

500.20.2038.0.54000.01421

**Action Needed:**

Move to approve an estimate from on-call contractor BMA Construction of Berlin, CT in the amount of \$29,970 which includes a 30 percent project contingency for re-roofing and related carpentry work at the Berlin Senior Center portion of no. 31 Colonial Drive as this is in the best interest of the Town.

**Attachments:**

BMA Estimate

Certificate of Sufficiency of Funds

**Prepared By:**

Douglas Solek, Director of Facilities



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 14-May-24

Purchase Item or Contract: Senior Center Roof		Requested by: Doug Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Senior Center Roof replacement and related carpentry work	\$29,970.00	\$29,970.00
			\$0.00
			-
			-
			-
			-
Account No. 500.20.2038.0.54000.01421 FY24 Legislative Grant			TOTAL \$29,970.00


Budgeted Amount.....	\$185,000.00	Available balance.....	\$138,500.00
Encumbrances to Date.....	\$46,500.00	Amount Needed for This Package.....	\$29,970.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$108,530.00

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

# ESTIMATE

## BMA Construction LLC

For Town Of Berlin

Estimate Num  
Date114  
Mar 20, 2024

Description	Quantity	Rate	Amount
* Senior center (Top roof, west side) and roof above green house	1	\$22,900.00	\$22,900.00
* Safe covering the building to prevent any siding damage.	1	\$0.00	\$0.00
* 1- Stripping of existing shingles from the roof. 2- installation to building code: ice&water, synthetic underlayment, drip edge around the roof, certain teed landmark shingles, ridge vent and caps, new vent pipe flashing.	1	\$0.00	\$0.00
* Inspection of step flashing	1	\$0.00	\$0.00
* Clean and resecure gutters	1	\$0.00	\$0.00
* Clean all the debris and take to the dump	1	\$0.00	\$0.00
* Plywood replacement (if required)	0	\$80.00	\$0.00
* Carpentry repair will be charged extra \$120/h	0	\$120.00	\$0.00
* Indicates non-taxable item			

Thank you for your business.

Subtotal \$22,900.00

Tax (8%) \$0.00

**Total \$22,900.00**



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

**FROM: Arosha Jayawickrema, Town Manager**

**DATE: May 10, 2024**

**SUBJECT: Award of Bid no. 2024-13 through 23 for On Call Facilities Related Services**

**Summary of Agenda Item:**

The Facilities Department, as well as other Town Departments and the Board of Education utilize contractual services for projects, maintenance, and for the repair of Town and BOE Sites and Buildings. During the Fiscal Year, expenditures may exceed the \$25,000 purchasing threshold either cumulatively or with a single encumbrance due to the workload, scope, and costs associated with annual department operations and small projects that come up during the fiscal year. In conjunction with the Purchasing Department, On-Call services RFP no. 2024-13 through 23 which encompasses most facilities related work, were publicly bid to establish hourly rates, and materials markup percentages. This request is to approve expenditures up to \$50,000 and single encumbrances over \$25,000 but less than \$50,000 per fiscal year without exceeding an account balance. The firms will be chosen from the response list based on availability, ability to support and or qualifications related to the scope of work or project. The agreements will be utilized between all Town and Board of Education Departments. The following firms have responded and appear able and qualified to commit to the agreements. As some firms responded to multiple RFP's, they were categorized according to their serves that would best suit the Town.

**Bid no. 2024-13 On-Call Architectural Services**

Jacunski Humes Architects of Berlin, CT  
Friar Associates of Farmington, CT  
Russell & Dawson, Inc. of East Hartford, CT  
Antinozzi Associates, P.C. of Bridgeport, CT  
BOTTEGA + Architecture of Mansfield, CT  
EDM Architecture and Engineering of Unionville, CT  
Silver Petrucelli & Associates of Hamden, CT

**Bid no. 2024-14 On- Call Carpentry Services**

General Builders LLC of Wethersfield, CT  
Aresco Construction Company of Middletown, CT

**Bid no. 2024-15 On-Call Door and Hardware Services**

ERC Locksmith of Waterbury, CT

Calvert Safe & Lock of Derby, CT

Accurate Commercial Door and Hardware Services of Bristol, CT

**Bid no. 2024-16 On- Call Electrical Services**

Bigelow Electric, Inc. of Berlin, CT

Priority 1 Electric, LLC of Berlin, CT

T&T Electrical Contractors, Inc. of Hartford, CT

**Bid no. 2024-17 On- Call Engineering Services**

Sustainable Engineering Solutions, LLC of Rocky Hill, CT

Salamone & Associates, P.C. of Wallingford, CT

Cardinal Engineering Services of Meriden, CT

Silver Petrucelli & Associates of Hamden, CT

Russell & Dawson Inc. of East Hartford, CT

Loureiro Engineering Associates, Inc of Plainville, CT

BETA Group, Inc. of Hartford, CT

SLR International Corp, of Cheshire, CT

John Turner Consulting of Wethersfield, CT

**Bid no. 2024-18 On- Call HVAC Services**

Douglas Mechanical Services of Berlin, CT

Air Temp Mechanical Services of Berlin, CT

Francis J. Hubeny, Inc. of Plantsville, CT

Central Mechanical Services, of Cromwell, CT

PM &C of Hingham, MA (Cost Estimating)

**Bid no. 2024-19 On -Call Plumbing Services**

JMB Plumbing of Berlin, CT

Francis J. Hubeny of Plantsville, CT

Central Mechanical Services of Cromwell, CT

Air Temp Mechanical Services of Berlin, CT

**Bid no. 2024-20 On-Call Roofing Services**

Greenwood Industries, Inc. of Glastonbury, CT

Offshore Construction of Manchester, CT

BMA Construction of Berlin, CT

**Bid no. 2024-21 On- Call Window & Glazing Services**

Architectural Glass & Storefront of Berlin, CT (Only Bid Received, 7 Minutes Late)

**Bid no. 2024-22 On- Call Masonry Services**

Mirek Masonry of Newington, CT

**Bid no. 2024-23 On- Call Environmental Engineering & Hazardous Materials Testing, Consulting, and Industrial Hygiene Services**

Enviro Med Services, Inc. of Meriden, CT

BETA Group, Inc. of Hartford, CT

Loureiro Engineering Associates, Inc. of Plainville, CT

EnviroPlan, LLC of West Hartford, CT

John Turner Consulting of Wethersfield, CT

Mystic Air Quality Consultants, Inc. of Groton, CT

SLR International Corporation of Cheshire, Connecticut

**Action Needed:**

Move to award bid no. 2024-13 through 23 for On-Call Services and approve expenditures both cumulatively and single encumbrances over \$25,000 and up to \$50,000 per bid no., per vendor for fiscal years 2024-2026, while not exceeding the total contractual services approved budget in each department per fiscal year, to the following vendors as this is in the best interest of the Town.

Jacunski Humes Architects of Berlin, CT

Friar Associates of Farmington, CT

Russell & Dawson, Inc. of East Hartford, CT

Antinozzi Associates, P.C. of Bridgeport, CT

BOTTEGA + Architecture of Mansfield, CT

EDM Architecture & Engineering of Unionville, CT

General Builders, LLC of Wethersfield, CT

Aresco Construction Company of Middletown, CT

ERC Locksmith of Waterbury, CT

Calvert Safe & Lock of Derby, CT

Accurate Commercial Doors and Hardware Services, of Bristol, CT

Bigelow Electric, Inc. of Berlin, CT

Priority 1 Electric LLC of Berlin, CT

T&T Electrical Contractors, Inc. of Hartford, CT

Sustainable Engineering Solutions LLC of Rocky Hill, CT

Salamone & Associates, P.C. of Wallingford, CT

Cardinal Engineering Services of Meriden, CT

Silver Petrucelli & Associates of Hamden, CT

Loureiro Engineering Associates, Inc of Plainville, CT

BETA Group, Inc. of Hartford, CT

SLR International Corporation of Cheshire, CT

Douglas Mechanical Services of Berlin, CT

Air Temp Mechanical Services of Berlin, CT

Francis J. Hubeny, Inc. of Plantsville, CT

Central Mechanical Services of Cromwell, CT

PM & C of Hingham, MA

JMB Plumbing of Berlin, CT

Greenwood Industries, Inc. of Glastonbury, CT

Offshore Construction of Manchester, CT  
BMA Construction of Berlin, CT  
Architectural Glass & Storefront of Berlin, CT  
Mirek Masonry of Newington, CT  
EnviroMed Services, Inc. of Meriden, CT  
EnviroPlan LLC of West Hartford, CT  
John Turner Consulting of Wethersfield, CT  
Mystic Air Quality Consultants of Groton, CT

**Attachments:**

Bid Results

**Prepared By:**

Douglas Solek, Director of Facilities



**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Architectural Services**

**PROPOSER'S FULL LEGAL NAME:**

Jacunski: Humes

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ See attached Schedule of Hourly Rates

**Mileage:**

\$ \$0.67 / Mile or Current Federal Rate

**Travel:**

\$ Not Applicable

**Truck Fees:**

\$ Not Applicable

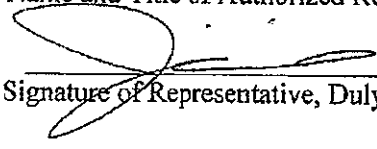
**Additional costs (if applicable):**

\$ Not Applicable

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

W. Albert Jacunski, Member

**Name and Title of Authorized Representative**

  
**Signature of Representative, Duly Authorized**

May 8, 2024

**Date**

(860) 828-9221

Fax: (860) 828-9223

**Phone # and Fax**



**Schedule of Hourly Rates**

**January 2024**

**Jacunski Humes Architects, LLC**

**Principal Architect**

W. Albert Jacunski, AIA	\$190.00/hour
Brian W. Humes, AIA	\$190.00/hour

**Senior Project Architect**

Mark E. Allen	\$165.00/hour
Andrew G. Whitehouse	\$165.00/hour

**Project Architect**

**Job Captain**

Michael J. Rinaldi	\$140.00/hour
--------------------	---------------

**Draftsperson**

Benjamin F. Kelly	\$125.00/hour
Wendy Smith	\$125.00/hour

**Clerical**

\$60.00/hour

**Intern**

\$60.00/hour

**Reimbursable Expenses (if applicable)**

Mileage	\$0.67/mile (or current federal rate)
Consultant Services	cost + 15%
Reimbursable Expenses	cost + 10%

WJLJHHOURLYRATE24X

# Attachment A - Proposal Form

## PROPOSER'S FULL LEGAL NAME:

Friar Architecture Inc.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ See 2024 Billing Rates

**Mileage:**

\$ Per Federal standard rate

**Travel:**

\$ N/A

**Truck Fees:**

\$ N/A

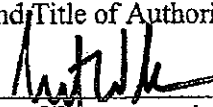
## Additional costs (if applicable):

\$ N/A

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Robert W. Roach, Vice President

Name and Title of Authorized Representative

  
Signature of Representative, Duly Authorized

May 8, 2024

Date

Phone: 860.678.1291 ext. 110 Fax: n/a

Phone # and Fax

**FRIAR**

## 2024 Billing Rates

### 2024 Hourly Billing Rates

#### Architectural Fees:

Principal	\$ 195.00 / hour
Ice Arena Specialist	\$ 185.00 / hour
Associate Principal	\$ 170.00 / hour
Associate	\$ 150.00 / hour
Senior Project Manager	\$ 135.00 / hour
Project Architect / Project Manager	\$ 120.00 / hour
Architectural Project Leader	\$ 110.00 / hour
Architectural Designer	\$ 100.00 / hour
Intern	\$ 95.00 / hour
AutoCAD Operator	\$ 95.00 / hour

#### Interior Design Fees:

Senior Interior Designer	\$135.00 / hour
Interior Design Project Manager	\$120.00 / hour
Designer	\$ 95.00 / hour
Intern	\$ 80.00 / hour

#### Support Personnel Fees:

Administrative	\$ 85.00 / hour
----------------	-----------------

### 2024 Reimbursable Expense Rates

#### In-House Printing Charges:

##### Large Format

##### Black & White Prints

• 24"x36" Prints of Drawings	\$1.20 / Sheet
• 30"x42" Prints of Drawings	\$1.75 / Sheet

##### Color Prints

• 24 "x 36" Prints of Drawings	\$3.00 / Sheet
• 30" x 42" Prints of Drawings	\$3.50 / Sheet

**COST PROPOSAL**

**ATTACHMENT A - PROPOSAL FORM**

On-Call Roofing Services

*Architecture*

**PROPOSER'S FULL LEGAL NAME:**

Russell and Dawson

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)** \$ 145.00  
**Mileage:** \$ 0.6 per current IRS rate  
**Travel:** \$ 145.00 hourly per person  
**Truck Fees:** \$ N/A

**List all material costs (separate sheet can be attached):**

See attached

**Additional costs (if applicable):**

See attached

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Chirag B. Thaker - President

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

May 7, 2024

Date

Phone: 860.289.1100 and Fax: 860.289.3272

Phone # and Fax





## EXHIBIT B

### REIMBURSABLE EXPENSES

1. Blueprinting, requested by Owner or his representative - \$6.00/sheet (24" x 36").
2. Printing 11x17 \$0.35 per sheet.
3. Printing 8.5x11 \$0.20 per sheet.
4. Out of town travel as authorized by the Owner or his representative, at a per diem rate of \$1000 per person.
5. Special shipment fees, i.e. Federal Express, Express Mail, etc., cost plus 15%.
6. Expense of renderings, models and mock-ups as requested by the Owner or his representative, cost plus 15%.
7. Mileage (per current IRS rate), tolls and miscellaneous travel expenses.
8. All costs incurred in the collection of any sums due herein, including, but not limited to, reasonable attorney's fees.

"B:\\_YR-2024\\_Proposal folder template\\_proposal\Exhibit B 2024.00 Letterhead - Town.pdf"

Rev: 19.00 An Affirmative Action/Equal Opportunity Employer

Connecticut

Chirag B. Thaker  
Thomas A. Manning, AIA  
Mohammad H. Haghpahan, P.E.

A : 1111 Main Street, East Hartford CT 06108  
T : (860) 289-1100 | F : (860) 289-3272 | E : info@rdaep.com  
W : www.rdaep.com





## **COST PROPOSAL**

### **Reimbursable Expenses:**

1. Blueprinting, requested by Owner or his representative - \$6.00/sheet (24" x 36").
2. Document printing - cost, plus 15%.
3. Out of town travel as authorized by the Owner or his representative, at a per diem rate of \$1,000.00 per person.
4. Special shipment fees, i.e., Federal Express, Express Mail, etc., cost plus 15%.
5. Expense of advertising, renderings, models and mock-ups as requested by the Owner or his representative, cost plus 15%.
6. Mileage, tolls and miscellaneous travel expenses.
7. All costs incurred in the collection of any sums due herein, including, but not limited to, reasonable attorney's fees.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. Please do not hesitate to contact our office anytime if you have any questions or wish to discuss this proposal.

COMPANY NAME: Russell and Dawson Inc.

BY: Chirag B. Thaker

TITLE: President

DATE: May 7, 2024

(Signature)



**ATTACHMENT A - PROPOSAL FORM**  
**On-Call Architectural Services**

**PROPOSER'S FULL LEGAL NAME:**

Antinozzi Associates Architects

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate):**

\$ See Hourly Rates (next page)

**Mileage:**

\$ See Hourly Rates (next page)

**Travel:**

\$ See Hourly Rates (next page)

**Truck Fees:**

\$ N/A

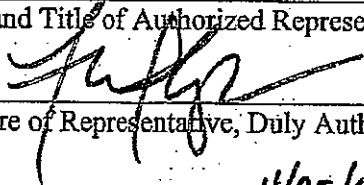
**Additional costs (if applicable):**

\$ See Hourly Rates (next page)

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

F. Michael Ayles, FAIA - Principal

Name and Title of Authorized Representative

  
Signature of Representative, Duly Authorized

4/25/24

Date

(203) 551-2422, Fax (203) 378-3002

Phone # and Fax

**ANTINOZZI ASSOCIATES P.C.**  
**ARCHITECTURE + INTERIORS**

RATE ASSIGNMENTS AS OF 1 JANUARY 2024

**Architectural Staff:**

PRINCIPAL -----	\$185.00
SENIOR ASSOCIATE, PROJECT MANAGER -----	\$155.00
ASSOCIATE, SENIOR PROJECT MANAGER -----	\$145.00
SENIOR ASSOCIATE, TECHNICAL DIRECTOR -----	\$135.00
PROJECT MANAGER -----	\$125.00
ASSISTANT PROJECT MANAGER -----	\$115.00
SENIOR PROJECT ARCHITECT -----	\$135.00
PROJECT ARCHITECT -----	\$120.00
ADVANCED ARCHITECTURAL DESIGNER II -----	\$115.00
ADVANCED ARCHITECTURAL DESIGNER I -----	\$105.00
ARCHITECTURAL DESIGNER II -----	\$ 95.00
ARCHITECTURAL DESIGNER I -----	\$ 85.00

**Interior Design Staff:**

SENIOR ASSOCIATE, INTERIOR DESIGN DIRECTOR -----	\$130.00
SENIOR ASSOCIATE, INTERIOR DESIGNER -----	\$120.00
REGISTERED INTERIOR DESIGNER -----	\$110.00
SENIOR INTERIOR DESIGNER -----	\$100.00
INTERIOR DESIGNER II -----	\$ 90.00
INTERIOR DESIGN I -----	\$ 80.00

**Administrative Staff:**

MARKETING COORDINATOR -----	\$ 75.00
OFFICE ADMINISTRATOR -----	\$ 75.00

**Typical Reimbursable Expenses**

Out-of-state travel/mileage, large format printing for bid sets, bulk/color copying, and express delivery charges

# Hourly Fee Schedule - 2024

## Architecture

Principal Architect	\$185.00 USD
Project Architect	\$165.00 USD
Designer / BIM Modeler	\$145.00 USD
Administrative	\$75.00 USD

## Interior Design

Director of Interior Design	\$165.00 USD
Interior Designer	\$145.00 USD
Administrative	\$75.00 USD

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call HVAC Services**

**PROPOSER'S FULL LEGAL NAME:** Jeromy A. Richardson

EDM

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ See Next Page

**Mileage:**

\$ See Next Page

**Travel:**

\$ See Next Page

**Truck Fees:**

\$ Not Applicable

**List all material costs (separate sheet can be attached):**

\$ Not Applicable

**Additional costs (if applicable):**

\$ Not Applicable

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Jeromy Richardson, CEO

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

04/26/2024

Date

413-770-7465

Phone # and Fax





## hourly rates

design	Director	\$ 235.00 per hour
	Manager II	\$ 205.00 per hour
engineering	Manager I	\$ 175.00 per hour
	Professional Engineer III	\$ 195.00 per hour
management	Professional Engineer II	\$ 170.00 per hour
	Professional Engineer I	\$ 145.00 per hour
landscape architecture	Project Manager III	\$ 195.00 per hour
	Project Manager II	\$ 170.00 per hour
	Project Manager I	\$ 145.00 per hour
	Engineer III	\$ 175.00 per hour
	Engineer II	\$ 155.00 per hour
	Engineer I	\$ 135.00 per hour
	Designer III	\$ 165.00 per hour
	Designer II	\$ 145.00 per hour
	Designer I	\$ 130.00 per hour
	Junior Designer	\$ 105.00 per hour
	Support Staff	\$ 80.00 per hour

### Reimbursables

Reproductions and Shipping	Cost plus 15%
Consultants and Technical Support	Cost plus 15%
Transportation, Meals, and Lodging	Cost plus 15%
Auto Mileage	per IRS allowance

### Rates effective through December 31, 2024

Invoices for services are presented monthly. Accounts over 30 days are subject to a finance charge of 1.5% per month on unpaid balances.

pittsfield, ma

farmington, ct

troy, ny

413.443.2374

[www.edm-ae.com](http://www.edm-ae.com)

**ATTACHMENT A - PROPOSAL FORM**  
**On-Call Carpentry and Construction Services**

**PROPOSER'S FULL LEGAL NAME:**

General Builders LLC

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ 65.00 / Hr.

**Mileage:**

\$ -0-

**Travel:**

\$ -0-

**Truck Fees:**

\$ 20.00 / Day

**List all material costs (separate sheet can be attached):**

\$ 10% Added to Material Costs.

**Additional costs (if applicable):**

\$ None

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Bosario Tine Owner/Member  
Name and Title of Authorized Representative

[Signature]  
Signature of Representative, Duly Authorized

April 29, 2024  
Date

860-214-9521  
Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Carpentry and Construction Services**

**PROPOSER'S FULL LEGAL NAME:** M.A. & M., Inc dba Aresco Construction Company

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate)	<u>\$ See Attachment</u>
Mileage:	<u>\$ Included</u>
Travel:	<u>\$ Included</u>
Truck Fees:	<u>\$ Included</u>

**List all material costs (separate sheet can be attached):**

\$ Materials marked up 15%

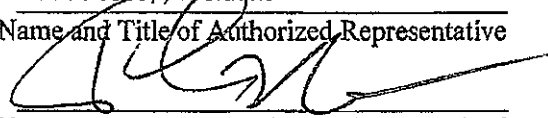
**Additional costs (if applicable):**

\$ Rented equipment marked up 10%

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We acknowledge addendum  
Dated April 23, 2024  
for all bids date change

Joe Aresco, President  
Name and Title of Authorized Representative

  
Signature of Representative, Duly Authorized

May 8, 2024

Date

860-346-6621 / 860-344-8236

Phone # and Fax

General Contractors

**M.A. & M., Inc.**  
dba **ARESCO**  
**CONSTRUCTION**  
**COMPANY**

175 North Main Street  
Middletown, CT 06457  
Phone (860) 346-6621  
Fax (860) 344-8236

May 8, 2024

**Town of Berlin**  
**Labor Rates**  
**Effective 2024 - 2025**

Classification	Laborers	Journeymen	Foreman
Regular	87.00	97.00	112.00
Overtime	111.00	124.00	146.00
Double Time	134.00	151.00	180.00

M.A. & M., Inc dba Aresco Construction Company is an  
Affirmative Action/Equal Opportunity Employer or AA/EOE

**ATTACHMENT A - PROPOSAL FORM**  
**On-Call Door and Hardware Services**

**PROPOSER'S FULL LEGAL NAME:** Michael Francis Ercoli  
ERC Locksmith LLC

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)** \$ 125.00  
**Mileage:** \$  
**Travel:** \$  
**Truck Fees:** \$

**List all material costs (separate sheet can be attached):**

\$

**Additional costs (if applicable):**

\$

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Michael Ercoli owner  
Name and Title of Authorized Representative

Michael Ercoli  
Signature of Representative, Duly Authorized

05/02/2024  
Date

203 802 5915  
Phone # and Fax



**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Door and Hardware Services**

**PROPOSER'S FULL LEGAL NAME:** Calvert Safe & Lock Ltd.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate) Normal hours \$ 145.00 M-F 7:30-5:00  
Mileage: \$ —  
Travel: \$ 241.00  
Truck Fees: \$ —

List all material costs (separate sheet can be attached):

\$ SEE LIST ATTACHED

Additional costs (if applicable):

\$ Shipping on Supply only TBD

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Jane Liscio

Name and Title of Authorized Representative

Jane Liscio

Signature of Representative, Duly Authorized

5/2/24

Date

203-735-2137

Phone # and Fax

jane@calvertsafelock.com

# **Calvert Safe & Lock Discounts for bid 2024-15 Door & Hardware Services**

ABUS 20%  
ADAMS RITE 25%  
AMERICAN LOCK 20%  
ARROW LOCK 20%  
ASSA 10%  
CORBIN RUSSWIN 20%  
FOLGER ADAM 25%  
HESS 25%  
KABA 10%  
LCN 40%  
MARKS 40%  
MEDECO 40%  
SARGENT 20%  
SCHLAGE 40%  
STANLEY 20%  
VON DUPRIN 40%  
YALE 20%

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Door and Hardware Services**

**PROPOSER'S FULL LEGAL NAME:**

Accurate Commercial Doors

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

<b>Labor (Hourly Rate)</b>	\$ <u>\$100.00</u>
<b>Mileage:</b>	\$ <u>N/A</u>
<b>Travel:</b>	\$ <u>\$100.00</u>
<b>Truck Fees:</b>	\$ <u>N/A</u>

**List all material costs (separate sheet can be attached):**

\$ As Needed Basis

**Additional costs (if applicable):**

\$ \_\_\_\_\_

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Rit Bellefleur Member

Name and Title of Authorized Representative

Rit Bellefleur

Signature of Representative, Duly Authorized

5-8-24

Date

(P)860-845-5446 (F)860-845-5345

Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Electrical Services**

**PROPOSER'S FULL LEGAL NAME:**

Bigelow Electric, Inc

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ 95<sup>00</sup>

**Mileage:**

\$ 0

**Travel:**

\$ 0

**Truck Fees:**

\$ 0

**List all material costs (separate sheet can be attached):**

\$ Cost plus 10%

**Additional costs (if applicable):**

\$ Bucket Truck - \$150 per/hr

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Paul B Bigelow - President

Name and Title of Authorized Representative

[Signature]  
Signature of Representative, Duly Authorized

5/7/2024

Date

860-223-2920

Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Electrical Services**

**PROPOSER'S FULL LEGAL NAME:**

Priority 1 Electric LLC

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ 85.00

**Mileage:**

\$ 0

**Travel:**

\$ 0

**Truck Fees:**

\$ 0

**List all material costs (separate sheet can be attached):**

\$ 10% mark up on all materials

**Additional costs (if applicable):**

\$ N/A

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Paul J. Prior Owner

Name and Title of Authorized Representative

[Signature]  
Signature of Representative, Duly Authorized

5.7.24

Date

860.827.8504

Phone # and Fax



**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Electrical Services**

**PROPOSER'S FULL LEGAL NAME:** T&T Electrical Contractors, Inc.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)** \$ 85.00  
**Mileage:** \$ 0.75  
**Travel:** \$ 85.00 - (1) Hr Min.  
**Truck Fees:** \$250 - per Hr for Bucket Truck if Required

**List all material costs (separate sheet can be attached):**

\$ 15% Mark-up on Material Cost

**Additional costs (if applicable):**

\$ N/A

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

G. T. Beardon - President  
Name and Title of Authorized Representative

[Signature]  
Signature of Representative, Duly Authorized

President

4/29/24

Date

860-296-6467 / 860-296-1124

Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Engineering Services**

**PROPOSER'S FULL LEGAL NAME:**

Sustainable Engineering Solutions, LLC

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate)	<u>\$ 170</u>
Mileage:	<u>\$ 0</u>
Travel:	<u>\$ 0</u>
Truck Fees:	<u>\$ 0</u>

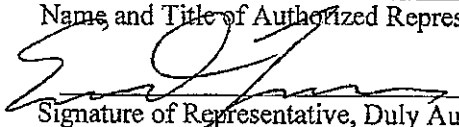
**Additional costs (if applicable):**

See "Exceptions & Alternatives" section of proposal.  
A cost-effective lump-sum fee can be negotiated for  
\$ individual projects based on specific scopes of work.

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Ernest Lawas, Principal

Name and Title of Authorized Representative

  
Signature of Representative, Duly Authorized

5/7/2024

Date

(860) 270-0413 ext. 701; (860) 27-0413

Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Engineering Services**

**PROPOSER'S FULL LEGAL NAME:**

Salamone & Associates

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

<b>Labor (Hourly Rate)</b>	<u>\$* 120.00 per hour</u>
<b>Mileage:</b>	<u>** N/A</u>
<b>Travel:</b>	<u>\$120.00 per hour</u>
<b>Truck Fees:</b>	<u>\$N/A</u>

\*Our firm is submitting to provide Mechanical, Electrical, Plumbing and Fire Protection Professional Services

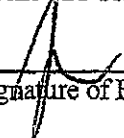
\*\*Given our firm's proximity to Berlin, mileage is included in hourly rates above.

**Additional costs (if applicable):**

\$ Reimbursables (if requested) +10%

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Joseph Salamone, Corporate Secretary  
Name and Title of Authorized Representative

  
Signature of Representative, Duly Authorized

April 17, 2024  
Date

(203)281-6895, (203)287-8728  
Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Engineering Services**

**PROPOSER'S FULL LEGAL NAME:**

Cardinal Engineering

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.


Labor (Hourly Rate)	<u>\$ See attached rates</u>
Mileage:	<u>\$ 0.60</u>
Travel:	<u>\$ See note</u>
Truck Fees:	<u>\$ N/A</u>

**Additional costs (if applicable):**

\$ See attached rates

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Joseph Cermola, III, PE / President  
Name and Title of Authorized Representative

  
Signature of Representative, Duly Authorized

April 26, 2024  
Date

(203) 238-1969 / (203) 630-2056  
Phone # and Fax

Cardinal Engineering Associates, Inc.  
Hourly Rate Schedule  
2024

Title	Hourly Rates
Principal-in-charge	\$190
Project Manager	\$175-\$185
Project Engineer	\$150-\$175
Senior Civil Engineer	\$150-\$ 160
Civil Engineer	\$120-\$ 145
Sr. CAD Technician	\$130- \$ 145
CAD Technician	\$90-120
Sr. Civil Engineering Technician	\$125-\$145
Civil Engineering Technician	\$90 - \$120
Licensed Land Surveyor	\$180
Survey Party Chief	\$125
Survey Instrument Man	\$100
Resident Project Representative	\$130-170
Construction Inspector II	\$120-\$130
Construction Inspector I	\$100-\$120

Notes:

1. The above discounted rates include Payroll, Burden, Fringe, Overhead and Profit.
2. Sub Consultant fees will be invoiced based on actual invoice cost plus 10%.
3. Direct Costs for reproductions, postage, etc. will be invoiced based on actual cost.
5. Mileage will be billed based on current CTDOT rates.

**CARDINAL**  
ENGINEERING ASSOCIATES

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Engineering Services**

**PROPOSER'S FULL LEGAL NAME:** Silver, Petrucelli & Associates, Inc.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

<b>Labor (Hourly Rate)</b>	\$ 125/hour
<b>Mileage:</b>	\$ .67/mile
<b>Travel:</b>	\$ No charge
<b>Truck Fees:</b>	\$ N/A

**Additional costs (if applicable):**

\$ None

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

David J. Stein, AIA

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

5/6/2024

Date

203-230-9007 x 201 / No Fax

Phone # and Fax



**ATTACHMENT A -- PROPOSAL FORM**  
**On-Call Engineering Services**

**PROPOSER'S FULL LEGAL NAME:**

Loureiro Engineering Associates, Inc.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ Please See Attached Rate Sheet

**Mileage:**

\$ Please See Attached Rate Sheet

**Travel:**

\$ Please See Attached Rate Sheet

**Truck Fees:**

\$ Please See Attached Rate Sheet

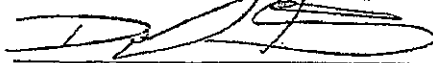
**Additional costs (if applicable):**

\$ Please See Attached Rate Sheet

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

David Fiereck, President

Name and Title of Authorized Representative



Signature of Representative, Duly Authorized

May 8, 2024

Date

Phone: 860.747.6181

Fax: 860.747.8822

Phone # and Fax



## Hourly Rate Schedule

Category	Rate
<b>Engineering &amp; Consulting Services</b>	
Expert Witness	\$330.00
Senior Principal	\$268.00
Principal/Officer	\$238.00
Technical Director	\$212.00
Sr. Project Director / LA	\$155.00
Senior Project Manager	\$205.00
Project Manager	\$185.00
Senior Project Engineer/ Scientist	\$162.00
Project Engineer/ Scientist	\$152.00
Senior Engineer/ Scientist	\$138.00
Engineer/ Scientist	\$118.00
Engineer I/ Scientist I	\$110.00
Data Management Specialist	\$128.00
<b>Survey Services</b>	
Project Surveyor (Licensed)	\$185.00
Survey Crew (w/robotic/GPS)	\$185.00
Survey Support	\$130.00
Production Technician	\$110.00
<b>CADD/Support Services</b>	
CAD Manager	\$130.00
Senior Designer	\$128.00
Designer	\$98.00
CAD Drafter	\$88.00
Senior Technician	\$84.00
Technician	\$72.00
Administrative Support	\$67.00

### Reimbursable Expenses

Unless otherwise specified, expenses should be billed as follows:

- Subcontracted services including production printing and equipment rentals will be billed at cost plus 15%.
- Transportation will be billed at the IRS approved rate for personal vehicles plus 15%. Non-local travel expenses and per diem cost will be billed at cost plus 15%.
- Application fees, permit fees and bond fees will be billed at cost plus 15%.
- In-house printing and copying will be billed at the following rates:
 

Large Format Plots/Prints	
Black & White - \$0.75/s.f.	Color - \$1.75/s.f.
Mylar - \$9.00/s.f.	
Meeting Exhibits	
Matte Bond - \$2.00/s.f.	Gloss Bond - \$3.00/s.f.
Reports	
B&W - \$0.05/page	Color - \$0.10/page
- Supplementary equipment, material, and company-owned vehicles will be billed at itemized unit prices. A schedule of unit prices is available upon request.

**Loureiro Engineering Associates, Inc.**

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

AN EMPLOYEE-OWNED COMPANY

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Engineering Services**

**PROPOSER'S FULL LEGAL NAME:**

Beta

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ Per Attached Hourly Rate Schedule

**Mileage:**

\$ Per IRS Standard Mileage Rate

**Travel:**

\$ N/A

**Truck Fees:**

\$ N/A

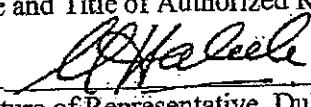
**Additional costs (if applicable):**

\$ N/A

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Najib O. Habesch - S.V.P.

Name and Title of Authorized Representative



Signature of Representative, Duly Authorized

4/29/2024

Date

860.513.1503 Ext. 7044

Phone # and Fax



## 2024 HOURLY RATE SCHEDULE

Labor Category	Loaded Hourly Rate
Principal in Charge	\$ 250 - \$ 370
Senior Associate	\$ 220 - \$ 300
Lead Professional	\$ 220 - \$ 270
Senior Discipline Professional	\$ 200 - \$ 270
Senior Project Manager	\$ 190 - \$ 260
Senior Resident Observer	\$ 180 - \$ 220
Project Manager	\$ 150 - \$ 210
Resident Observer	\$ 140 - \$ 210
Senior Project Professional	\$ 140 - \$ 180
Project Professional	\$ 110 - \$ 160
Professional	\$ 110 - \$ 150
Staff Professional	\$ 100 - \$ 140
Designer	\$ 90 - \$ 130
Technician	\$ 80 - \$ 140

Rates effective through December 31, 2024.

Escalation, up to 5%, applied to each year thereafter.

Direct expenses will be billed at 110% of actual cost.

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Engineering Services**

**PROPOSER'S FULL LEGAL NAME:**

**SLR International Corporation**

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ See attached rate schedule.

**Mileage:**

\$ 0.67

**Travel:**

\$ n/a

**Truck Fees:**

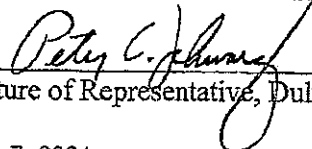
\$ n/a

**Additional costs (if applicable):**

\$ n/a

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Peter C. Schwarz, Corporate Secretary  
Name and Title of Authorized Representative

  
Signature of Representative, Duly Authorized

May 7, 2024

Date

(203) 271-1773

Phone # and Fax



## 2024 US DISCOUNTED RATE SCHEDULE

### PROFESSIONAL SERVICES

### Hourly Rate

Senior Advisor	\$330
Senior Principal	\$275
Principal 2	\$255
Principal 1	\$240
Senior 2	\$225
Senior 1	\$220
Associate 2	\$195
Associate 1	\$190
Project 2	\$170
Project 1	\$165
Staff 2	\$150
Staff 1	\$140
Chief Inspector	\$195
Senior Inspector	\$170
Inspector	\$150
Senior Draftsperson/Technician	\$140
Draftsperson/Technician	\$130
Party Chief	\$140
Survey Crew Member	\$115
Administrative	\$105

Note: Time will be billed to the nearest ¼ hour



**REIMBURSABLE EXPENSES**

	<u>Rate</u>
Bond Prints	\$ 2.00 Each
Large Bond Prints	\$ 3.00 Each
Fixed Line Mylars	\$75.00 Each
Color Plots/Mylars	\$30.00 Each
Large Color Plots/Mylars	\$45.00 Each
Photocopies - 8½ x 11	\$ 0.12 Per Copy
Photocopies - 11 x 17	\$ 0.24 Per Copy
Color Copies - 8½ x 11	\$ 1.25 Per Copy
Color Copies - 11 x 17	\$ 2.25 Per Copy
Binding 0-200 pages	\$ 6.00 Per Bound Copy
201 or more pages	\$ 7.50 Per Bound Copy
Board Mounting	\$25.00 Each
Each FedEx - \$0-\$25	\$25.00 Per FedEx
FedEx - Over \$25	Cost Per FedEx
Mileage	IRS Rate Per Mile

**OTHER DIRECT CHARGES**

	<u>Rate</u>
Subcontractors, vendors, and other expenses	Actual cost + 15%
Administrative charge	3% of labor charges
Expert witness testimony services (court and mediation)	50% labor surcharge

## ATTACHMENT A – PROPOSAL FORM

### On-Call HVAC Services

PROPOSER'S FULL LEGAL NAME:

Douglas Mechanical Services Inc.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate)

\$ \$174.00 <sup>after 430</sup> <sup>7-430</sup> <sup>oncall</sup> <sup>\$116 Business</sup> <sup>hours</sup>

Mileage:

\$ 0

Travel:

\$ 20.00

Truck Fees:

\$ 10.00

List all material costs (separate sheet can be attached):

\$ TBD - Based on what  
is needed.

Additional costs (if applicable):

\$ 0

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Jillison C Sturtevant (owner)  
Name and Title of Authorized Representative

Jillison C Sturtevant  
Signature of Representative, Duly Authorized

5/2/2024

Date

860-357-4952 / 860-357-4803  
Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call HVAC Services**

**PROPOSER'S FULL LEGAL NAME:**

Air Temp Mechanical

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Labor (Hourly Rate)**

\$ 114<sup>00</sup>

**Mileage:**

\$ 0-

**Travel:**

\$ 0-

**Truck Fees:**

\$ 0-

**List all material costs (separate sheet can be attached):**

\$ Cost + 35%

**Additional costs (if applicable):**

\$ N/A

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Reinhold K. Jones, Owner of Jones  
Name and Title of Authorized Representative

[Signature]  
Signature of Representative, Duly Authorized

5/6/24 Date

(860) 953-8888 Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call HVAC Services**

**PROPOSER'S FULL LEGAL NAME:** Francis J Hubeny, Inc.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

<b>Labor (Hourly Rate)</b>	\$ 125.00
<b>Mileage:</b>	\$
<b>Travel:</b>	\$
<b>Truck Fees:</b>	\$ 25.00

**List all material costs (separate sheet can be attached):**

\$ Cost + 35% mark-up for materials

**Additional costs (if applicable):**

\$ Cost +15% mark-up for sub-contractors

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Jeff Preece - President

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

05/06/2024

Date

860-628-5509 / 860-621-1454

Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call HVAC Services**

**PROPOSER'S FULL LEGAL NAME:**

Central Mechanical Services

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate)	\$ <u>115.00</u>
Mileage:	\$ <u>N/A</u>
Travel:	\$ <u>N/A</u>
Truck Fees:	\$ <u>N/A</u>

**List all material costs (separate sheet can be attached):**

\$ material invoice + 20%

**Additional costs (if applicable):**

\$ N/A

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Bill Madley Tr Vice President

Name and Title of Authorized Representative

WCH

Signature of Representative, Duly Authorized

5/8/24

Date

PH. 860-632-5500 Fax 860-632-5544

Phone # and Fax



---

*Partnering for quality*

**EDM  
TOWN OF BERLIN ON CALL HVAC SERVICES  
COST ESTIMATING SERVICES  
2024 HOURLY RATES**

Principal:	\$238
Senior Estimator:	\$185
Estimator:	\$174
Sitework Estimator	\$170
HVAC Estimator:	\$170
Electrical Estimator:	\$170



**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Plumbing Services**

**PROPOSER'S FULL LEGAL NAME:** JMB Plumbing LLC

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

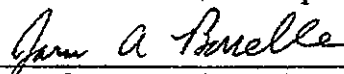
<b>Labor (Hourly Rate)</b>	<u>\$140/hour/Plumber, 1 hour minimum</u> <u>\$90/hour/Apprentice, 1 hour minimum</u>
<b>Mileage:</b>	<u>\$ Included</u>
<b>Travel:</b>	<u>\$ Included</u>
<b>Truck Fees:</b>	<u>\$ Included</u>

**List all material costs (separate sheet can be attached):**

\$ Fair Market Price

<b><u>Additional costs (if applicable):</u></b>	<u>\$210/hour/Plumber, 1 hour minimum</u>
After hours or emergencies, Monday through	<u>\$135/hour/Apprentice, 1 hour minimum</u>
Friday 4pm-11pm & Saturday 8am-4pm EST. OR	<u>\$ OR</u>
After 11pm-8am & Sunday EST is double time.	<u>\$280/hour/Plumber, 1 hour minimum</u>
	<u>\$180/hour/Apprentice, 1 hour minimum</u>

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Jason A. Borselle, President  
Name and Title of Authorized Representative  
  
Signature of Representative, Duly Authorized

April 22, 2024 Date

860-748-7910, info@JMBplumbingCT.com  
Phone # and Email

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Roofing Services**

**PROPOSER'S FULL LEGAL NAME:**

Greenwood Industries, Inc.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate)	\$ 136.00
Mileage:	\$ N/A
Travel:	\$ 75.00
Truck Fees:	\$ \$100.00

**List all material costs (separate sheet can be attached):**

\$ Invoice Cost Plus 20%

**Additional costs (if applicable):**

\$ N/A

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

David S. Klein - President

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

5.8.24

Date

508-865-4040

Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Roofing Services**

**PROPOSER'S FULL LEGAL NAME:**

Offshore Construction, Inc.

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

<b>Labor (Hourly Rate)</b>	<u>\$ 86.00/hour on-site</u>
<b>Mileage:</b>	<u>\$ 0</u>
<b>Travel:</b>	<u>\$ 0</u>
<b>Truck Fees:</b>	<u>\$ 120 / round trip</u>

**List all material costs (separate sheet can be attached):**

\$ 10% mark-up

**Additional costs (if applicable):**

\$ N/A

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Ashley Greenbacker, President

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

May 9, 2024

E ashley@offshoresolarroofing.com      Date

O 860-432-0260 C 860-918-7510 F 860-432-0328

Phone # and Fax

860 2090106 Phone # and Fax

**ATTACHMENT A -- PROPOSAL FORM**

**On-Call Window and Glazing Services**

PROPOSER'S FULL LEGAL NAME: EW 06-142-382  
Architectural Glass & Structures Inc (S corp)

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate)

\$ 1<sup>st</sup> 250 2nd 175 Oudean 750

Mileage:

\$                     

Travel:

\$                     

Truck Fees:

\$                     

List all material costs (separate sheet can be attached):

\$ Material Cost Plus 35%

Additional costs (if applicable):

\$                     

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

AGS Inc.  
31 Deming Rd  
Berlin, CT 06037

Robert Larson Pres  
Name and Title of Authorized Representative

Robert Larson  
Signature of Representative, Duly Authorized

5/2/2024

Date

860-828-4650 / Ags/glass guy QATT  
Phone# and Fax Net

**ATTACHMENT A -- PROPOSAL FORM**  
**On-Call Masonry Services**

**PROPOSER'S FULL LEGAL NAME:** NIREK MASONRY LLC.  
222 Cedarwood Lane Norington CT 06114

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate)	\$ <u>122 / mon hr.</u>
Mileage:	\$ <u>2.50 / mil</u>
Travel:	\$ <u>42 / mon hr.</u>
Truck Fees:	\$ <u>440 / day</u>

**Material Mark Up Percentages (separate sheet can be attached):**

% 10

**Additional costs (if applicable):**

\$ \_\_\_\_\_

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Mirek Murolo / owner  
Name and Title of Authorized Representative

[Signature]  
Signature of Representative, Duly Authorized

05/07/2024.

Date

(860) 690 - 3901  
Phone # and Fax



**ATTACHMENT A - PROPOSAL FORM**  
**On-Call Environmental Engineering and Hazardous Materials Testing,**  
**Consulting and Industrial Hygiene Services**

PROPOSER'S FULL LEGAL NAME: LAWRENCE J. CANNON

Environed

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

SENIOR INDUSTRIAL

Labor (Hourly Rate) HYGIENIST : \$ 95.<sup>00</sup>

Mileage: \$ 0.675

Travel: \$ N/A

Truck Fees: \$ N/A

Material Mark Up Percentages (separate sheet can be attached):

% 25

Additional costs (if applicable):

\$ SEE ATTACHED

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

LAWRENCE J. CANNON, PRESIDENT  
Name and Title of Authorized Representative

[Signature]  
Signature of Representative, Duly Authorized

4/26/2024

Date

PHONE 203-238-4846

FAX 203-238-4243

Phone # and Fax



Cleaner environment. Safer workplaces.

Town of Berlin  
RFP Number: 2024-23

On-Call Environmental Engineering and Hazardous Materials  
testing, Consulting and Industrial Hygiene Services

Fee Schedule for Additional Services, If Requested

Labor Rates

Licensed Professional Engineer (PE) Certified	\$ 150/hour
Industrial Hygienist (CIH) Certified Safety	\$ 95/hour
Professional (CSP) Certified Mold Consultant	\$ 95/hour
(CMC) Senior Industrial Hygienist (SRIH)	\$ 95/hour
Licensed Project Designer Asbestos/Lead	\$ 95/hour
Licensed Project Designer Asbestos/Lead	\$ 760 (full day)
Licensed Project Designer Asbestos/Lead	\$ 475 (1/2 day)
Certified Health and Safety Technician	\$ 95/hour
Registered Sanitarian (RS)	\$ 95/hour
Civil/Mechanical Engineer	\$ 95/hour
Report Preparation	\$ 95/hour
Mold/Indoor Air Professional Geologist	\$ 95/hour
Project Manager	\$ 75/hour
Licensed Engineer/Inspector	\$ 95/hour
Licensed Engineer/Inspector	\$ 95/hour
Licensed Engineer/Inspector	\$ 95/hour
Licensed Project Monitor	\$ 95/hour
Licensed Project Monitor	\$ 760 (full day)
Licensed Project Monitor	\$ 475 (1/2 day)
Licensed Project Monitor (overtime rate) Travel	\$ 95/hour
	\$ 600 (full day)
	\$ 400 (1/2 day)
	\$ 75/hour
	\$ 110/hour
	\$ .67/mile

Laboratory and Equipment- All unit prices are inclusive of collection, handling, material, containers, delivery, mailing, testing, reporting, overhead and profit.

# EnviroMed

*Cleaner environment. Safer workplaces.*

Town of Berlin

RFP Number: 2024-23

On- Call Environmental Engineering and Hazardous Materials testing,  
Consulting and Industrial Hygiene Services

## Fee Schedule for Additional Services, If Requested

### Analytical Costs

Mold Air-O-Cell (Air Mold)	\$ 95/each
Mold Bulk Analysis (Tape Lift)	\$ 95/each
PLM Bulk Samples/Analysis	\$ 25/each
TEM Air Analysis (12 hour TAT)	\$ 195/each
TEM Air Analysis (24 hour TAT)	\$ 125/each
TEM Air Analysis (48 hour TAT)	\$ 95/each
TEM Bulk Samples/Analysis	\$ 95/each
PCM Samples (on site analysis)	\$ 25/each
TCLP Lead Samples/Analysis (5 day)	\$ 125/each
AAS Lead Samples	\$ 25/each
Lead in Air/Wipe Samples	\$ 565/each
PCB in Air Samples-Homologs-680 (7 day TAT)	\$ 565/each
PCB in Air Samples-Congeners-SW-846 8082 (7 day TAT) PCB	\$ 295/each
in Air Samples-Aroclors-TO-10A (48 hour TAT) PCB Wipe	\$ 150/each
Samples- 8081 (48 hour TAT)	\$ 125/each
PCB Bulk Samples/Analysis	\$ 750/day
PCB Soil Samples/Analysis	\$ 150/day
XRF Portable Analyzer (per day)	\$ 125/each
Generator (per day)	\$ 125/each
4- Gas Meter	\$ 50/each
Photoionization Detector (PID)	Cost +25%
High Flow Sampling Pump (per day)	
Low Flow Sampling Pump (per day)	
Additional Laboratory Analysis (not listed) per Request	

Enviro Plan  
?

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Environmental Engineering and Hazardous Materials Testing,**  
**Consulting and Industrial Hygiene Services**

**PROPOSER'S FULL LEGAL NAME:**

---

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**Labor (Hourly Rate)**

\$ 95.00

**Mileage:**

\$ No charge

**Travel:**

\$ No charge

**Truck Fees:**

\$ Not Applicable

**Material Mark Up Percentages (separate sheet can be attached):**

% Not Applicable

**Additional costs (if applicable):**

\$ See Supplemental  
pricing sheets in this section.

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Neal B. Frewen  
Name and Title of Authorized Representative

Neal B. Frewen  
Signature of Representative, Duly Authorized

May 5, 2024 Date

010 211 - 1111

# Envelope Plan

## SUPPLEMENTAL SHEET: PRICING FOR SERVICES

### LEAD:

1. Lead Inspection with XRF,  
(includes report)

One half day: \$ 475.00  
Full Day: \$ 625.00

2. Collection of Paint Chip, Dust, Soil  
and Water Samples:

Hourly Rate: \$95.00

3. Laboratory Analysis, 72 hour turnaround:

Paint Chips:	\$22.00
Dust:	\$19.50
Soil:	\$28.50
Drinking Water:	\$46.00

4. Lead Risk Assessment: Risk assessments are generally performed in conjunction with a lead inspection, so the cost of the additional work to conduct dust and soil sampling, which are the essential components of a lead risk assessment, will be invoiced at the hourly rate in item 2. Since the results will be incorporated into the inspection report, there will be no extra charge for a separate risk assessment report.

Enviroplan

**Page 2 of Supplemental Pricing Sheet**

- |   |          |
|---|----------|
| 5. Labor for Clearance Inspection (includes report):<br>(Note: does not include cost for analysis of dust<br>and soil samples which will be billed according to the<br>prices in item 3 above). | \$495.00 |
| 6. Lead Abatement Plan (Facility Specific):   | \$650.00 |
| 7. Lead Interim Control Plan (Facility Specific):   | \$525.00 |
| 8. Lead Management Plan:  | \$425.00 |

**RADON**

- |  |                      |
|--|----------------------|
| 1. Radon in Air Testing for a one location<br>during a time period of 48-72 hours<br>with a Sun Nuclear Continuous Radon<br>Monitor:   | \$295.00             |
| 2. Placement and Retrieval of Radon<br>Collection Canisters in School, Commercial and<br>Multi-Family Buildings for, Transmittal to the<br>Laboratory for Analysis and Development<br>of the Report: | Hourly Rate: \$95.00 |



# EnviroPlan

## Page 3 of Supplemental Pricing Sheet

4. A Spike:

\$310.00

### ASBESTOS

1. Collection of Bulk Samples, Transmittal to the Laboratory for Analysis and Development of the Report:

Hourly Rate: \$95.00

2. Laboratory Analysis with Polarized Light Microscopy (PLM) per sample, 72 hour turnaround\*:

\$27.00

\*PLM is the standard method for the analysis of bulk samples for asbestos. There are other analytical methods which are more expensive such as the use of a Transmission Electronic Microscope (TEM). If the necessity arises for a different analysis than the standard PLM, EnviroPlan will contact the laboratory, obtain the pricing and share that with the appropriate individual in the Town of Berlin for review and approval.

### PHASE 1 ENVIRONMENTAL SITE ASSESSMENT:

\$2,850.00



7. COST PROPOSAL

ATTACHMENT A – PROPOSAL FORM

On-Call Environmental Engineering and Hazardous Materials Testing, Consulting  
and Industrial Hygiene Services

PROPOSER'S FULL LEGAL NAME:

John Turner Consulting

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate) \$ 125  
Mileage: \$0.67 per mile  
Travel: \$ Not expected to have any travel  
Truck Fees: \$ No truck fees

Material Mark Up Percentages (separate sheet can be attached):

15%

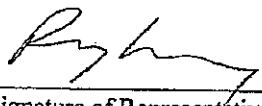
Additional costs (if applicable):

Lab expenses will incur an additional cost of  
15% markup

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Raymond Lavery, Operations Manager, Building  
Science Group

Name and Title of Authorized Representative

  
Signature of Representative, Duly Authorized

4/26/24  
Date

860.384.8183 | rlavery@consultjtc.com  
Phone # and Fax

**ATTACHMENT A – PROPOSAL FORM**  
**On-Call Environmental Engineering and Hazardous Materials Testing,**  
**Consulting and Industrial Hygiene Services**

PROPOSER'S FULL LEGAL NAME: Christopher Eident

Mystic Air Quality Consultants

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed that this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Labor (Hourly Rate) \$ \_\_\_\_\_

Mileage: \$ See Attached

Travel: \$ Rates List

Truck Fees: \$ \_\_\_\_\_

**Material Mark Up Percentages (separate sheet can be attached):**

% N/A

**Additional costs (if applicable):** \$ N/A

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Christopher Eident, CEO  
Name and Title of Authorized Representative

[Signature]  
Signature of Representative, Duly Authorized

5/6/24

Date

800-247-7746 860-449-8860  
Phone # and Fax

## Attachment A – Proposal Form – Rates List

### Time and Material Rates for Town of Berlin.

Rates for Spring 2024 and ending Spring, 2025.

(We can also provide individual quotes for special projects and large quantities rates.)

#### Labor Detail:

Labor Category	Unit Rate
Asbestos Inspector or Licensed Asbestos Project Monitor (prices include travel and most reports) Prices for monitoring include PCM air samples	\$115/hour Note: 6-hour minimum \$895/ full day \$450/half day Overtime 2 <sup>nd</sup> and 3 <sup>rd</sup> shifts and weekends add 30%
CIH/CSP/CIEC	\$300/hour, 4-hour minimum \$2,600/day depositions \$3,600/day courtroom testimony
Expert witness testimony (CIH, CSPs)	\$200/hour \$1,400/day \$800/half day
Clerical Support	\$50/hour \$250/day \$150/half day (\$100 minimum per report)
Use and Calibration of Equipment	\$ 150.00 per survey
Respirator Fit Testing (on-site TSI quantitative fit tests)	\$1,600/day \$800/4 hour minimum

(day=weekday normal working hours, 8 hours including travel, half day rate = normal working hours, 4 hours including travel (add 30% 2<sup>nd</sup> and 3<sup>rd</sup> shifts and weekends)

#### Additional Pricing for Services

Description	Unit Cost
Asbestos Air PCM same day	\$20.00 EA
Asbestos Air PCM 24 hour TAT	\$15.00 EA
Asbestos Air PCM 3 day TAT	\$6.00 EA
Asbestos Bulk PLM 1 day TAT	\$40.00 EA* requires rush shipping
Asbestos Bulk PLM 3 day TAT	\$20.00 EA
Asbestos TEM AIR 24 hour TAT	\$145.00 EA
Asbestos TEM AIR 2 day TAT	\$100.00 EA
Lead (chips, air, water, soil) 24 hour TAT	\$30.00 EA
Lead (chips, air, water, soil) 3 day TAT	\$15.00 EA
PCBs soxlet	\$135.00 EA (\$95/EA 10 or more)
Mold samples	\$ 70.00 EA (rush add 50%)

*Mystic Air Quality Consultants, Inc., 1204 North Road, Groton, CT 06340*

<b><i>Other samples</i></b>	
XRF testing	\$450/half day
* Rush Delivery of TEM or PLM samples to EMSL (Meriden) – Same Day TAT	\$175/trip
Final Reports per Project	\$100-\$200 EA
Shipping Costs (FedEx)	
• Standard Overnight	\$70.00 per shipment
• Priority Overnight	\$90.00 per shipment

**Agenda Item No. 10**  
**Request for Town Council Action**

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** May 14, 2024

**SUBJECT:** Town Manager Search

**Summary of Agenda Item:**

The Town Council can have a discussion of possible action concerning the appointment of a new Town Manager.

**Funding:**

None needed at this time.

**Action Needed:**

Discussion and possible action concerning the search for a new Town Manager.

**Attachments:**

None

**Prepared By:** Kate Wall, Town Clerk



Russell G Marth

Town of Berlin | Generated 5/8/2024 @ 6:16 pm by OnBoardGOV - Powered by ClerkBase

Status

**Name** Russell G Marth  
**Application Date** 5/8/2024  
**Expiration Date** 5/8/2123  
**Status** Received

Board	Vacancies	Status
Visiting Nursing Association Board (VNA)	4	Pending

Basic Information

**Name**  
Russell G Marth

Contact Information

**Address**  
88 Concord Dr  
Berlin, CT 06037

**Yes, I am a resident**  
Yes

**Email**  
10amktg@gmail.com

**Phone**  
8603016503

Occupation

**Employer**  
Four String Media

**Job Title**  
Marketing / Circulation Manager

**What is your political party affiliation?**  
Democrat ✓

**Number of years in Berlin**  
1

Current and Past Civic/Community Involvement

Selectman, Vice Chair Board of Finance, Community Health Committee Chairman, Board of Directors of Visiting Nurses of the Lower Valley - Deep River CT

**Tell us why you feel qualified for this appointment**  
Experience in government, familiarity with nursing services

RECEIVED FOR RECORD  
BERLIN TOWN CLERK  
2024 MAY -8 PM 3:05  
*Kathryn G. Wall*  
BERLIN, CT.

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

none

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

Yes

Generated 5/8/2024, 2:16:10 PM

Join Zoom Meeting

<https://berlinc-town-council.zoom.us/j/81016863242?pwd=SBpZ3cTexpiEBh0ThootreaHbyPOW3.1>

Meeting ID: 810 1686 3242

Passcode: 741826

Call in phone number -

+1-646-931-3860

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, May 7, 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 Kate Atkinson  
Councilor Sandra Coppola  
Mayor Mark Kaczynski  
Councilor Charles Paonessa  
Councilor Mark Pruzin  
Councilor Peter Rosso  
Councilor Donna Veach – *via Zoom\**

Also in attendance:

Town Manager Arosha Jayawickrema  
Corporation Counsel Jeffrey Donofrio

*\* Councilor Veach joined via Zoom at the State Legislature and due to her responsibilities as State Representative she was unable to vote on all of tonight's agenda items. Councilor Veach left the Town Council meeting at 9:19 p.m.*

**D. AUDIENCE OF CITIZENS:**

**Chris Barlow, 15 Overhill Drive** – Mr. Barlow stated that the Berlin Historical Society has been added to the Connecticut Freedom Trail and he would like to invite the Town Council to the Historical Society's Freedom Trail unveiling event on Monday May 27<sup>th</sup> at 12:00 p.m. following the Memorial Day parade. The event will be held at the Berlin Historical Society located at 305 Main Street.

**Imelda Mongillo, 86 Devonshire Way** – Ms. Mongillo stated that she is requesting that the Town Council reject the budget put forward by the Board of Finance (BOF) and move to have a joint

meeting with the BOF in the hopes that the Board of Education (BOE) will at least receive the 4.21% needed to cover contractual obligations.

Right now, the budget is at 3% and the BOE has received an additional 25 basis points which gave them \$125,000 which doesn't cover the mental health services at the middle school. As a reminder some of the items at stake include those mental health services, the middle school Dean of Students, eight teacher and paraprofessional positions across the school system, middle school and high school freshmen sports, as well as equipment and supplies.

Ms. Mongillo added that she hopes that education is not an area the town is looking to underfund as it currently stands.

**Vanessa Danna, 250 West Lane** – Ms. Danna stated that she asks that the town at least meet the 4.21% contractual obligations of the Board of Education, reject the current proposed budget, and have a joint meeting with the Board of Finance.

Councilor Pruzin stated that he received an email from **Cornel Boudria of 115 Skinner Road**. Mr. Boudria stated that Superintendent of Berlin Public Schools has been adamant about the need for at least a 4.2% increase in the Board of Education budget to cover contractual obligations, service contracts, salaries, staff, and programs. The current proposal is \$600,000 short. Reaching the 4.2% increase is attainable as taxes are going to increase anyway and the difference between the current budget and one that would reach the 4.2% increase is about \$5 a month on a home assessed at \$345,000. Mr. Boudria asks the Town Council to reject the current budget and have a joint meeting with the Board of Finance.

**Tim Grady, Beckley Road** – Mr. Grady stated that he is a member of the Board of Finance (BOF), but he is speaking for himself. There has been talk about only 10% of voters turning out for the referendum and their opinions should be ignored because it is a low amount, but he believes these voters took time out of their day to vote on the budget and they should be heard.

Those voters requested to increase the BOE budget, which the BOF has done, and decrease the Town budget which the BOF chose not to do. Mr. Grady stated that he is asking the Town Council to reduce the town budget to an acceptable level.

Mayor Kaczynski summarized a letter received from **Donna Bovee of 85 Steepleview Drive** regarding an opening on the Commission for the Aging and the appointment process for that opening. The full letter is attached to these minutes. Ms. Bovee stated that the application received from Gerri Russell, a 50-plus-year resident of Berlin, was submitted approximately two months ago before any other applicant had submitted an application. The Town Council's decision to hold off on the appointment to allow another resident to apply delays having a commission seat filled and unfortunately, people don't volunteer as they did in the past and shouldn't the Town make it easier and less stressful for commissions and those submitting applications.

Ms. Bovee requests that the Town Council consider the timing of Ms. Russell's application and appoint her to the Commission for the Aging.

Mayor Kaczynski stated that this appointment is not being treated any differently than appointments to other boards and commissions adding that he spoke with Commission for the Aging chair Barbara Gombotz today regarding the matter.

**E. MAYOR'S UPDATE:**

Mayor Kaczynski stated that former Berlin Mayor and Chief Executive Officer Bob Peters has passed away. Mr. Peters was elected to the State Legislature in 2002 representing the 30<sup>th</sup> district and was a Berlin police officer for decades serving as President of the Police Union and was also elected to the Berlin Police Commission serving as Chairman for many years. Mr. Peters served as Chairman of the Charter Revision Commission in 1998 and was a member of the Berlin Republican Town Committee from 1987 until 2021 when he moved to West Hartford. Mr. Peters is survived by his two children. Mayor Kaczynski sends condolences to Mr. Peter's family on behalf of the Berlin Town Council.

Councilor Pruzin added that Mr. Peters contributed much to the church that they both attended, and he will be missed.

Mayor Kaczynski stated that the Town recently paved the driveway of the Kensington Fire Department on Farmington Avenue. There is an agreement between Matson Rug and the Kensington Fire Department that has been in existence since the 1970s that is coming to an end in June. Part of the agreement includes the driveway to Farmington Avenue and there will be discussions with Mr. Matson that the Mayor wanted to make the Town Council aware of.

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

**G. NEW BUSINESS:**

**1. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 95.00 and Animal Care, supplies & gift card valued at \$ 105.00. - Animal Control**

Town Manager Jayawickrema stated that this item would normally appear on the Consent Agenda, but it was the only item therefore it has been added to New Business.

Councilor Paonessa moved to accept donations to the Berlin Animal Control Donation Account for \$ 95.00 and Animal Care, supplies & gift card valued at \$ 105.00.

Seconded by Councilor Coppola

Vote being 7-0 (MOTION CARRIED)

**2. Topic re: Discussion concerning the 2024-2025 Mattabassett Sewer District Budget – Mattabassett Water District**

Mattabassett District Executive Director Art Simonian introduced Berlin board members John Dunham and Liam Mitchell and explained that the Mattabassett Sewer District (the District) Budget

information is shared each year with member towns, and he is here this evening to discuss the fiscal year 2025 budget.

The FY2025 Budget increased 1.10%, which was driven primarily by inflation on labor, electricity, and pension costs, but offset with lower debt services. The operating and debt budget increased 1.34% and the Capital budget realized an increase of 1.10% over last year's budget.

Operating Budget assessment is impacted by credits from income and Middletown buy-in funds. Income credits impact all constituent members. Middletown's admission fee into the District benefits the Charter member towns of New Britain, Berlin, and Cromwell. This year credits from Middletown's addition for Berlin were \$149,235 of which about \$23,000 was interest received.

The District has been seeing higher storm flows which has resulted in partial bypasses. With the change in weather events that they are starting to see it is important to pay more attention to infiltration and inflow (I and I) issues. New Britain has instituted the "New Britain Flush" program which has already shown effects of reducing their flows with New Britain's assessment going up .3% while Berlin's assessment went up 12.6%.

The District is working to set up technical meetings with Berlin's water districts, along with the State DEEP and the EPA to discuss measures that can be taken over the next couple of years to bring those numbers down. He suggested Town Council members attend.

This year the District used \$250,000 from the fiscal year 2024 budget and \$300,000 from general reserves to offset budget assessments and fiscal year 2025 capital projects.

Mr. Dunham added that the District's debt service for the plant upgrade will be paid off in 2031 and all other capital improvements are funded as they happen. The District is in good financial shape and anything that can be done to reduce the flows will only improve things.

Mayor Kaczynski inquired if the District presents this information to the Kensington and Worthington Fire Districts. Mr. Simonian stated that the District typically goes to the elected officials of the towns, but he wouldn't be against going directly to those other districts especially to discuss the importance of I and I issues.

Councilor Paonessa stated that there is no incentive for the other districts to fix anything. Mr. Simonian stated that there may be financial incentives for them as the State and EPA have already issued consent orders to the Kensington district. The District will do what they can to get those districts to reduce their I and I.

NO ACTION NEEDED

### **3. Topic re: Discussion and possible action concerning the budget. – Town Clerk**

Town Manager Jayawickrema introduced this item stating that at the April 30<sup>th</sup> Budget Referendum voters rejected both budgets stating that the Town budget was too high, and the Board of Education (BOE) budget was too low. The Board of Finance (BOF) met on May 2<sup>nd</sup> and voted to increase the BOE by \$128,600 which equals a 3% increase over last fiscal year and made no changes to the Town budget.

Mayor Kaczynski stated that the Town Council only has the authority to lower or reject the proposed budget from the BOF and added that Berlin schools have the highest per pupil spending in the area at about \$20,000. Per pupil spending is a measure of how well a school system is doing. For many years the BOE budget has never met contractual obligations, yet things have been accomplished and last year's 3.6% increase was the biggest increase the BOE has received in many years. Mayor Kaczynski suggests keeping the BOE budget where the BOF set it.

Mayor Kaczynski continued stating that the BOF did not honor the voters request to lower the Town budget and he believes it should be lowered. He understands that voter turnout was low, but Town officials should listen to the voters' request.

Mayor Kaczynski suggests taking \$50,000 out of Storm Related Overtime and \$200,000 out of the Local Grant Match account adding that any available budget surplus could be used to cover those items. Mayor Kaczynski addressed the \$650,000 Police Overtime budget stating that he has heard from the Police Commission that due to the increase in the number of officers now in the department that overtime figure will probably be decreasing.

Councilor Rosso reminded all that if the Town Council rejects the suggested budget, then it will go to a joint meeting between the Town Council and BOF. He also stated that he would like to hear from BOF member George Millerd, who is present this evening, on the BOF's reasoning for not decreasing the Town's budget. Mayor Kaczynski agreed.

BOF member George Millerd stated that BOF Chair Sal Bordonaro recommended cuts to four line items of the Town budget. As two of those items were Department 61 accounts some members felt like that would be taking more from the BOE. As it was not the intent of the BOF to not honor the voters' recommendation regarding lowering the Town budget, after discussion and a 5- 1 vote, it was decided to send the Town budget to the Town Council to determine what their priorities would be and to have a say as to where cuts would be made as the Town Council is the governing body of the Town budget. He added that the BOF agreed that cuts should be made but they wanted to hear from the Town Council.

Regarding the budget not meeting BOE contractual obligations for several years, Mr. Millerd stated that the BOF has data to support that the BOE has had year end surpluses over the years and has still been able to meet those obligations. He added that the BOF is not privy to the day-to-day financial activities of the BOE, and they have not shared how they have been able to have year end surpluses after stating that they needed a larger budget increase.

Mayor Kaczynski stated that any cuts that are made at the BOE are made by the BOE therefore residents should be lobbying to them as they choose what to spend their funding on. It is up to them what they do with their budget, and they have the ability to move funds within departments to make things work just like the Town does.

Mayor Kaczynski added that last year the BOE received a 3% budget increase while the Town budget had a 0% increase. Mr. Millerd added that year after year Town departments are finding ways to cut expenses and he has to believe that the BOE is also doing that.



Councilor Atkinson stated that the education system is bringing people into Berlin, and it should not be underfunded. The people that are best suited to determine what our schools need are the Superintendent and BOE, and she believes a 3% increase is not enough.

Corporation Counsel Donofrio stated that the underlying cause of friction between Boards of Education and towns throughout Connecticut is that the State is too reliant on local property tax to fund public education.

Councilor Rosso stated that he would like to see the budget discussion go to a joint meeting with the Town Council and BOF.

Councilor Paonessa stated that he would support the increase to the BOE budget and the suggested decrease to the Town budget because that is what the voters asked for. He added that he understands the BOF's frustration with not receiving information from the BOE.

Councilor Coppola stated that she supports the increase to the BOE as that as what the voters asked for. She agrees that the State Statute that does not require the BOE to share financial information does hinder the BOF's understanding of the full needs of the BOE. Councilor Coppola agreed with the suggested cuts to the Town's budget.

Councilor Veach stated that the economy is not the best and residents are not looking to have another tax increase. She added that the 3% BOE increase is a fair number, and she supports the reductions to the Town budget.

Councilor Pruzin added that there needs to be better communication by the BOE to the BOF as the requested information helps the BOF determine the budget.

Councilor Paonessa moved to reduce the Town budget by \$250,000 (\$50,000 from Storm Overtime and \$200,000 from Local Grants).

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to send the Town Council recommended General Town Budget of \$50,320,442 to referendum to be held on May 28, 2024.

Seconded by Councilor Coppola.

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

Those voting against: Councilor Rosso

Vote being 6-1 (MOTION CARRIED)

Councilor Paonessa moved to approve the Board of Finance recommended Board of Education budget of \$52,380,692.

Seconded by Councilor Coppola.

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)

- 4. Topic re: Approve the transfer of \$14,000 from the Storm-Related Overtime account to the Veterans Memorial Park account in the Public Grounds Department, both in the General Fund, to fund the replacement of the fountains at Veterans Memorial Park, pending approval by the Board of Finance and to waive the Town of Berlin purchasing requirements and authorize the Town Manager to enter into a contract with Water and Wetland for the purchase of two new fountains and controllers not to exceed \$40,000, pending approval of the budget transfer above by the Board of Finance, as this is in the best interest of the Town. – Public Grounds**

Superintendent of Parks and Grounds Department Steve Wood stated that there have been numerous problems with the fountains installed at Veteran's Park about 13 years ago including shorts, fires, and obsolete parts.

Mr. Wood stated that customer service from the current vendor has been poor. He would like to purchase new Kasco fountains from Water & Wetland that come with five-year warranties and are similar to the current fountains. The fountains will come with color changeable LED lighting and will assist with water displacement. He believes with the Gold Star Family Memorial located in the park these fountains will be a great addition and added that Veteran's Commission Chair Charlie Colaresi is on board with the purchase.

Councilor Pruzin inquired as to why purchasing requirements are being waived. Mr. Wood stated that they know there will be other competitors that will come in at a lower price, but their product will not be as superior as Kasco. Water & Wetland will also be hired to remove the current fountains and install the new fountains so if anything goes wrong with the product, they will handle all the warranty information.

Councilor Paonessa moved to approve the transfer of \$14,000 from the Storm-Related Overtime account to the Veterans Memorial Park account in the Public Grounds Department, both in the General Fund, to fund the replacement of the fountains at Veterans Memorial Park, pending approval by the Board of Finance.

Seconded by Councilor Coppola

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to waive the Town of Berlin purchasing requirements and authorize the Town Manager to enter into a contract with Water and Wetland for the purchase of two new fountains and controllers not to exceed \$40,000, pending approval of the budget transfer above by the Board of Finance, as this is in the best interest of the Town.

Seconded by Councilor Coppola

Vote being 7-0 (MOTION CARRIED)

- 5. Topic re: Approve the purchase of Holmatro rescue tools from Municipal Equipment Specialists utilizing NPPGov contract # PS20035 for an amount not to exceed \$15,628.43 which includes a 5% contingency. – Fire Administrator**

Public Works Director Mike Ahern stated that this item is typically referred to as the “jaws of life”. This request is to purchase one hydraulic rescue tool for the Kensington Fire Department, it will be the first battery powered tool at that station. The transition to battery operated systems allows for quicker deployment and is safer for use in poorly ventilated areas.

The new tool will be deployed on Squad 4 which is the primary response vehicle to motor vehicle accidents in town and on Routes 9 and 571. The requested purchase amount includes the tool, battery charger, two batteries, shipping, and a 5% contingency.

Councilor Paonessa moved to approve the purchase of Holmatro rescue tools from Municipal Equipment Specialists utilizing NPPGov contract # PS20035 for an amount not to exceed \$15,628.43 which includes a 5% contingency.

Seconded by Councilor Coppola

Vote being 7-0 (MOTION CARRIED)

- 6. Topic re: Approve the transfer of \$150,000 from the Water Main Relining account to the Meriden Potable Water Interconnection account, both in the Berlin Water Control Water Department, pending approval by the Board of Finance and to waive the bidding requirements for Haley Ward for designing the 12” water main connection to the Meriden Water Department, as this is in the best interest of the Town, pending approval of the related budget transfer by the Board of Finance – Water Control**

Water Control Manager Ray Jarema stated that it has become increasingly important to have a water connection with the Meriden Water Department along the Berlin Turnpike because of corrosion in the Lamentation water tank. An additional water source is necessary to allow that tank to be taken out of service during repair.

Originally this project was to be a part of the Department of Public Health’s Drinking Water State Revolving Fund Program (DWSRF) however the State has been delayed with this program and Mr. Jarema believes scheduling needs to move forward. If scheduling and design can be done by the end of this year construction can be done next year, the following year the tank corrosion would be addressed.

The project was put out to bid with Haley Ward (formerly Lenard Engineering) selected. They have proven themselves in the design and oversight of the recent main installation on the Berlin Turnpike and are well-versed in the DWSRF program application process.

Mr. Jarema added that in the long term the connection to Meriden will allow Meriden to purchase water from Berlin.

Councilor Paonessa moved to approve the transfer of \$150,000 from the Water Main Relining account to the Meriden Potable Water Interconnection account, both in the Berlin Water Control Water Department, pending approval by the Board of Finance.

Seconded by Councilor Coppola

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to waive the bidding requirements for Haley Ward for designing the 12" water main connection to the Meriden Water Department, as this is in the best interest of the Town, pending approval of the related budget transfer by the Board of Finance.

Seconded by Councilor Coppola

Vote being 7-0 (MOTION CARRIED)

7. **Topic re: Authorize the Town Manager to apply for a Transportation Alternatives Grant in an amount of up to \$3,200,000 for sidewalks sidewalk extensions in the vicinity for the schools to make it safer for nearby students to walk to all Town schools, and to schedule a Town Meeting for 6:45 on May 21, 2024 to vote on the approval of a non-budgeted appropriation of \$800,000 from General Fund Unassigned Fund Balance to the Transportation Alternatives Grant Match Account. – Economic Development**

Town Manager Jayawickrema introduced this item stating that the Transportation Alternative Program available through CRCOG offers funding on infrastructure projects up to \$4 million with a 20% local match. With the assistance of consultants, staff has developed four priority groups for sidewalk extensions which Economic Development Coordinator Jim Mahoney will discuss, and the Town Council can determine which they wish to support.

Mr. Mahoney stated that sidewalk connectivity priority groups one and two focus on areas around Berlin's schools with group one including Berlin High School, McGee Middle School, and Willard Elementary School, and group two including Griswold and Hubbard Elementary Schools. Not only would these sidewalk connections provide access to schools but to recreational facilities near schools. Connections to the previously developed TOD would also be possible.

Safe routes to schools projects are a top priority for CRCOG under this program. Once reviewed and approved by CRCOG the project would move on to the Connecticut DOT which reviews the costs. The application for the grant is due next week.

Councilor Coppola inquired if the schools are in the top two priority groups because that is a focus area for the grant. Mr. Mahoney confirmed that it did have to do with the grant focus area being near schools, but there will be another Connectivity Grant program coming up next year.

Councilor Paonessa inquired about pedestrian accident data for these areas. Mr. Mahoney stated that there have not been a lot of pedestrian accidents but one of the considerations is that the Board of

Education has a policy regarding where they bus students versus where students can walk. When there are no sidewalks near schools the BOE must bus students and there could be transportation cost savings down the road with the addition of sidewalks.

Director of Operations for Berlin Public Schools Jeff Cugno confirmed that there is a policy that allows for courtesy bus stops for students that are close enough to walk to school but are in an area with no sidewalks.

Town Manager Jayawickrema stated that he wanted to stress to the Town Council that this program is geared toward larger projects and getting the biggest return on investment.

Councilor Paonessa moved to authorize the Town Manager to apply for a Transportation Alternatives Grant in an amount of up to \$3,200,000 for sidewalk extensions in the vicinity for the schools to make it safer for nearby students to walk to all Town schools and to schedule a Town Meeting for 6:45 on May 21, 2024 to vote on the approval of a non-budgeted appropriation of \$800,000 from General Fund Unassigned Fund Balance to the Transportation Alternatives Grant Match Account.

Seconded by Councilor Coppola

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

Vote being 6-0 (MOTION CARRIED)

8. **Topic re: Support proposals from the Prudence Crandall Center, CCARC, Inc., and The Community Outreach & Optimum Performance (Co-Op) for the 2024 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and approve the setting of a Public Hearing for Tuesday, June 4, 2024 at 7:00 p.m. to discuss the proposals from the Prudence Crandall Center, CCARC, Inc., and The Community Outreach & Optimum Performance (Co-Op) for the 2024 CT NAA Tax Credit Program and to solicit citizen input. Also designate Arosha Jayawickrema, Town Manager, the liaison for the Town of Berlin to handle all Neighborhood Assistance matters. – Town Manager**

Town Manager Jayawickrema stated that the Connecticut Neighborhood Assistance Act Tax Credit Program provides a tax credit to businesses that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. Those programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS). Prior to submitting the application to the DRS a public hearing must be held scheduled.

This year two proposals were submitted by the Prudence Crandall Center, one for \$42,060 for energy efficiency which would benefit the Center's Rose Hill Energy Conservation Program and one for \$150,000 for programs serving low-income individuals.

The third proposal from CCARC Inc for \$16,268.21 is for energy efficient exterior parking lot lighting at the Chamberlin Highway location. The fourth proposal for \$23,299.85 is from the Community Outreach & Optimum Performance (CO-OP) to be used for the recreation facility and

programs where a team of STEM and computer science experts would lead youth during an 8-week program.

Town Manager Jayawickrema stated that there is no cost to the Town for this item.

Councilor Paonessa moved to support proposals from the Prudence Crandall Center, CCARC, Inc., and The Community Outreach & Optimum Performance (Co-Op) for the 2024 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and approve the setting of a Public Hearing for Tuesday, June 4, 2024 at 7:00 p.m. to discuss the proposals from the Prudence Crandall Center, CCARC, Inc., and The Community Outreach & Optimum Performance (Co-Op) for the 2024 CT NAA Tax Credit Program and to solicit citizen input.

Seconded by Councilor Coppola

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

Vote being 6-0 (MOTION CARRIED)

Councilor Paonessa moved to designate Arosha Jayawickrema, Town Manager, the liaison for the Town of Berlin to handle all Neighborhood Assistance matters.

Seconded by Councilor Coppola

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

Vote being 6-0 (MOTION CARRIED)

**9. Topic re: Discussion on possible action concerning the search for a new Town Manager. – Town Clerk**

Town Manager Jayawickrema stated that he has announced his retirement from the Town of Berlin effective July 26, 2024. As the Town Manager is a direct report to the Town Council the Council can have a discussion on possible action concerning the appointment of a new Town Manager.

Town Manager Jayawickrema stated that as some neighboring towns are also currently searching for Town Managers it might be in the Town's best interest to hire a search firm or consultant that would at least identify a replacement and if there is a gap or window perhaps get someone to fill the position on an interim basis.

The issues the Town Manager has seen with only posting the position on employment websites or through CCM is that it stays open for a long time and then it turns into an internal employee doing two jobs and there is burnout and disruption of service.

Corporation Counsel Donofrio stated the Town would also benefit from a recruiter screening applicants so that the Town Council is only interviewing the most qualified candidates. He added

that there are currently five towns in Connecticut with active Town Manager searches and Berlin also has the residency requirement in the Charter which could be an issue.

The cost of a recruiter is typically about 20% of the position's salary. Corporation Counsel Donofrio added that a guarantee can usually be negotiated that states if the person leaves within a certain period there may be a refund or discounted second search.

Councilor Rosso stated that he agrees that the use of a specialized recruiter is the best way to move on the search. Councilor Pruzin reinforced the idea that the recruiter should specialize in executive searches.

Town Manager Jayawickrema recommends that the Mayor and two Town Council members work with Human Resources Director Paula Carabetta on the process of hiring a search firm. The Town Council agreed that the process should begin as soon as possible.

Councilor Paonessa moved to authorize the Town Manager and Human Resources Director to identify several search firms to be reviewed by the Town Council.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

#### **H. 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.

Councilor Atkinson placed in nomination the name of Geraldine M. Russell (D) of 96 Elwood Road for appointment to the Commission for the Aging.

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

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

Vote being 6-0 in favor of Geraldine M. Russell (D) to serve on the Commission for the Aging. Term ending January 31, 2029.

3. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D or U.
4. **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).



5. **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.
6. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement would be until January 31, 2026. Can be filled with a D, R or U.
7. **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).
8. **Mattabassett District – Vacancy** – Replacement term would be until September 1, 2026. Can be filled with a D, R or U.
9. **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.
10. **Public Building Commission – Vacancy** – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.
11. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
12. **VNA – Vacancy** –Replacement would be until January 31, 2027. Can be filled with a D, R or U.
13. **VNA – Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
14. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
15. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
16. **Water Control Commission – Vacancy** -Term would be until January 31, 2029. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of David A. Dorau (R) of 84 Church Street for appointment to the Water Control Commission.

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

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

Vote being 6-0 in favor of David A. Dorau (R) to serve on the Water Control Commission.  
Term ending January 31, 2029.

- 17. Water Control Commission – Alternate - Vacancy** -Term would be until January 31, 2026.  
Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Nicholas Stevens (D) of 148 Hartland Terrace for appointment to the Water Control Commission - Alternate.

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

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

Vote being 6-0 in favor of Nicholas Stevens (D) to serve on the Water Control Commission - Alternate. Term ending January 31, 2026.

- 18. Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2026.  
Can be filled with a D, R or U.

- 19. Water Control Commission – Alternate – Vacancy** –Term would be until January 31, 2027.  
Can be filled with a D, R or U (Depending on the above two appointments).

## **I. TOWN MANAGER'S REPORT:**

- Four responses were received for the Percival Road property. All four groups have done affordable housing projects and some degree of senior affordable housing. The next step is to call their references and then bring them in for interviews and determine which is the better fit for Berlin. The companies are Penrose, Design Built Modular, Percival Street Partners LLC, and Vesta. The Town Manager will return to the Town Council with a recommendation.
- Four responses were received for the Senior Center generator installation. Facilities Director Doug Solek will be following up with the bidders and the Town Manager will hopefully have a recommendation at the next meeting.
- A court hearing was held regarding the 77 Elton Road property. The judge stated that he would provide direction within a week. Ideally the property owner's attorney would want him to obtain the power of attorney to sell the property, but the Town Manager is uncertain how that will go.

If the Town must continue to clean and board up the property, they want the judge to allow the Town to put a lien on the property and take action.

- As previously stated, Bright Feeds has established a hotline for residents to report smells they believe are coming from their facility to pinpoint what materials are being processed at that time.

Bright Feeds has also hired two firms that specialize in smell control, and they are convinced that they can determine the cause of the odors and come up with a solution. The Town Manager added that they are not required to fix the issue as the DEEP has determined it is not toxic, but the company is committed to fixing it.

- The Timberlin Golf Course has been named the 2024 Walter Lowell Public Golf Course Distinguished Service Award recipient. Since 2001 this award has honored a public golf course for their dedication to the promotion of the game of golf.

The Town Manager added that the Town should be proud of Timberlin and it is a beautiful course.

- After discussions with the Chief of Police and Deputy Chief they were uncertain about the enforcement of a noise ordinance and suggested maybe it is something Zoning could enforce so a meeting was held with the two departments to determine this.

The Town Manager stated that the Zoning Enforcement Officer was at the neighbor's property and could barely hear the noise and decibel monitors do not pick anything up therefore if a noise ordinance is not going to accomplish what it was intended to, he questions putting it into place.

Mayor Kaczynski stated that having an ordinance in place will at least allow the Town to address the matter even if in the end there is nothing the Town can do about it at least it shows some level of concern.

- After analyzing the expenses associated with the referendum reminder postcards and the continued low turnout by voters the Town Manager recommends discontinuing the postcard mailing and suggests continuing with the signs around town, information posted in the Berlin Citizen, Facebook, and connecting town messages with It's All in Berlin on social media.

The Town Manager added that the budget pie chart will be sent to taxpayers with their tax bills.

- Mayor Kaczynski stated that Superintendent of Parks and Grounds Steve Wood is working with the Police Commission on No Parking signs at the trailhead on Spruce Brook Road as that parking area presents a hazard when backing out onto the road. Visitors can park at Pistol Creek to access the trailhead.

#### **J. SPECIAL COMMITTEE REPORTS:**

None

**K. COUNCILORS' COMMUNICATION:**

Councilor Rosso stated that his road is currently being paved and he wanted to commend the town crew who were courteous and worked quickly to pick up the after the road was scraped.

Councilor Coppola stated that today is National Teacher's Day. She thanked all the teachers in Berlin for their dedication and enriching the students' lives.

**L. ACCEPTANCE OF MINUTES:**

**April 23, 2024**

Councilor Paonessa moved to accept the Town Council Meeting Minutes of April 23, 2024 as presented.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

**M. EXECUTIVE SESSION:**

**1. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee. – Town Manager**

Executive session was not held.

**N. ADJOURNMENT:**

Councilor Paonessa moved to adjourn at 9:47 p.m.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting