

Berlin Town Council Chambers is inviting you to a scheduled Zoom meeting.

<https://berlinc-t-gov.zoom.us/j/88342367642?pwd=hAqhnxdYJVapw0K2ycvIabc0b9RadM.1>

Meeting ID: 883 4236 7642

Passcode: 428821

+1-646-931-3860

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, June 18, 2024
Town Council Chambers (in person) and
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PRESENTATION OF PROCLAMATION

Juneteenth National Independence Day

E. AUDIENCE OF CITIZENS

F. MAYOR'S UPDATE

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

H. CONSENT AGENDA:

1. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 116.00 and supplies valued at \$ 96.01. – Animal Control
2. Topic re: Approve waiving the police fees in the approximate amount of \$34,500.00 for traffic control and direction for the Berlin Fair that will be held September 12-15, 2024, at the Berlin Fairgrounds. – Police Department
3. Topic re: Accept the donation of \$2,125.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department

4. Topic re: Accept the donations of \$1,150 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department
5. Topic re: Accept monetary donations totaling \$1,855.51 and deposit \$647.70 into the friends of the library miscellaneous account to be used for adult summer reading prizes, two museum pass renewals and an adult program and deposit \$207.81 into the friends of the library credit card account for the purchase of adult summer reading prizes and deposit \$1,000.00 into the library agency account for the purchase of adult fiction. Also accept the donation of a meeting house painting with an approximate value of \$400.00 to be hung on the library wall and a podium valued at \$1,028.80 to be placed in the meeting room and (50) ice cream coupons with a value of \$172.50 to be used as summer reading prizes and books with an approximate value of \$62.45 to be added to the appropriate department collections. – Berlin-Peck Memorial Library
6. Topic re: Approve Berlin Youth Football and Cheerleading to sell food and beverages at their home football games at Scalise Football Field, Sage Park for the 2024 season. – Parks and Recreation
7. Topic re: Approve one polling place to conduct Early Voting in person for the 2024 Presidential Election at the Berlin Town Hall. Early Voting will take place on Monday, October 21st through and including Sunday, November 3rd. All three polling places will be open for regular voting during the Election on Tuesday, November 5th. – Registrars of Voters

I. PUBLIC HEARINGS

Public Hearing: The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 18, 2024 at 7:00 p.m. for the purpose of holding a public hearing on the following proposed ordinance of the Town, said ordinance being entitled as follows:

“AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE”.

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

Following the public hearing, the Town Council may consider and act upon the bond ordinance.

Public Hearing: The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 18, 2024 at 7:00 p.m. for the purpose of holding a public hearing on the following proposed ordinance of the Town, said ordinance being entitled as follows:

“AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2024) AND AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE”.

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

Public Hearing: The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 18, 2024, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed ordinance of the Town, said ordinance being entitled as follows:

“AN ORDINANCE APPROPRIATING \$1,100,000 FOR 4 TOWN ROOF REPLACEMENTS (2024) AND AUTHORIZING THE ISSUE OF \$1,100,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE”.

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

J. NEW BUSINESS:

1. Topic re: Waive Rule 7 of the Town Council Rules and Procedures to vote on the proposed ordinance at tonight’s meeting. Move that “AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE.” be adopted. – Town Clerk
2. Topic re: Waive the Town’s bidding requirement and authorize the Town Manager to sign agreement with Motorola & Norcom or other vendors as needed to complete the project for the upgrade of the Police radio system and to expend up to \$1,300,000 to execute the upgrade project, pending approval of the Police Radio Upgrade bond ordinance by the Board of Finance. – Police Department
3. Topic re: Authorize the Town Manager to enter into an Exclusive Negotiating Agreement with Vesta Corporation/O’Riordan Migani Architects concerning the Sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing, subject to review and approval by Corporation Counsel, and to refer the sale of 143 Percival Avenue to the Planning and Zoning Commission for a review pursuant to section 8-24 of the Connecticut General Statutes. – Economic Development
4. Topic re: Waive the Town’s bidding procedure for Fiscal Year 2025 to Water & Wetland LLC, in the amount of \$27,000 for yearly service, installation, and removal of fountains at Veterans Park including permitting, and treatment of invasive species at several waterways throughout town as this is in the best interest for the town. – Public Grounds
5. Topic re: Approve and authorize the Town Manager to enter into a contract with the Home Care and School Healthcare Workers of Unit #20 from July 1, 2024, through June 30, 2027. – Human Resources

6. Topic re: Waive the Town's bidding procedures and approve issuing purchase orders for Fiscal Year 2025 for the following vendors due to the library's participation in Connecticut Library Consortium and in the Library Connection, Inc. as the best discounts have already been provided. Both vendors have been approved for bidding waivers for at least the past six fiscal years. This is in the best interest of the town. · Supplies = \$3,400 Books = \$71,000 Baker and Taylor Co. For adult, child and teen books – Total \$74,400. · Databases = \$665 Books = \$2,400 Supplies = \$500 Data Services = \$35,000 Audio/Visual = \$22,000 - Library Connection, Inc. – Total \$60,565 – Berlin-Peck Memorial Library
7. Topic re: Approve F.W. Webb and Trane U.S. purchase order increase up to \$50,000 as needed for the remainder of Fiscal Year 2024 for department no. 38 and no. 61 utilizing State and National Purchasing Contracts without exceeding account balances. Move to approve Associated Security purchase order increases as needed up to \$35,000 for the remainder of fiscal year 2024 for department no. 38 and no. 61 as the current service provider without exceeding account balances as this is in the best interest of the Town. - Facilities
8. Topic re: Discussion determining if there is a mechanism to compel the Districts to participate in an evaluation of their Technical, Managerial and Financial Conditions to better serve the water and sewer needs of the Town of Berlin. Ultimately, discussion about the payment of the evaluation if it is determined to move forward with the study. – Water Control
9. Topic re: Schedule a public hearing on July 9, 2024, to discuss the proposed Noise Ordinance. – Town Manager
10. Topic re: Schedule a public hearing on July 9, 2024, to discuss the amendments to the Golf Course Commission Ordinance. – Town Manager
11. Topic re: Discussion and possible action concerning the search for a new Town Manager. – Town Manager

K. TOWN MANAGER'S REPORT:

L. SPECIAL COMMITTEE REPORTS:

M. COUNCILORS' COMMUNICATION:

N. ACCEPTANCE OF MINUTES: June 4, 2024

O. EXECUTIVE SESSION:

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

P. ADJOURNMENT



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

Mayor
Mark H. Kaczynski

Deputy Mayor
Charles R. Paonessa

PROCLAMATION

WHEREAS, The Town of Berlin recognizes that June 19th is celebrated nationwide as Juneteenth and that it serves to commemorate the emancipation of enslaved African-Americans within our nation: and

WHEREAS, we further recognize Berlin's role in the abolition movement and its contributions towards obtaining emancipation for those who were enslaved. Physical and historical reminders of this rich history stand within our town to this day. Specifically, the Hotchkiss House located at 289 Main Street in Kensington which housed a local abolitionist and served as a stop on the Underground Railroad: and

WHEREAS, the journey north on the Underground Railroad was long, hard and dangerous, but worth it for so many looking to escape slavery in the south. We recognize the courage and sacrifice the Hotchkiss family made by opening their home to shelter the brave souls along their road to freedom: and

WHEREAS, the Town of Berlin does hereby proclaim June 19th as Juneteenth to honor and celebrate our African-American citizens and all those who aided and supported their emancipation.

NOW, THEREFORE, BE IT RESOLVED, that I, Mark H. Kaczynski, Mayor of the Town of Berlin, Connecticut do officially recognize June 19, 2024 as

JUNETEENTH

Dated this 18th day of June 2024 at Berlin, Connecticut.

Mark H. Kaczynski, Mayor

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 12, 2024

SUBJECT: Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

Period	Amount	Purpose	Donor*
May 24, 2024 to June 6, 2024	\$ 8.53 (value)	medications Imp # 025	FOBAC Berlin
	\$ 75.00 (value)	Pet food, treats & toys	Lifeway Learning Center Berlin
	\$ 56.00 Cash	Animal Care	Lifeway Learning Center Berlin
	\$ 50.00 Ck# 63899045	Animal Care	Thomas Ottman Berlin
	\$ 10.00 Cash	Animal Care	Julie Church Glastonbury
	\$ 12.48 (value)	medications Imp # 025	FOBAC Berlin

* Unless a name is mentioned, donors requested anonymity

FUNDING:

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 116.00 and supplies valued at \$ 96.01

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer

JL

POSSIBLE SIDE EFFECTS: WHAT ARE SOME SIDE EFFECTS THAT I NEED TO CALL MY DOCTOR ABOUT RIGHT AWAY?
WARNING/CAUTION: Even though it may be rare, some people may have very bad and sometimes deadly side effects when taking a drug. Tell your doctor or get medical help right away if you have any of the following signs or symptoms that may be related to a very bad side effect: Signs of an allergic reaction, like rash; hives; itching; red, swollen, blistered, or peeling skin with or without fever; wheezing; tightness in the chest or throat; trouble breathing, swallowing, or talking; unusual hoarseness; or swelling of the mouth, face, lips, tongue, or throat. Signs of liver problems like dark urine, tiredness, decreased appetite, upset stomach or stomach pain, light-colored stools, throwing up, or yellow skin or eyes. Signs of

Keep out of reach of children: Store in safety container or secure area.

WIC# 957546

ZENA CANINE LUND

12 Four Rod Rd, Berlin, CT 060372219
(860)538-4719

RX # 1072116-10119

DATE: 05/20/24

GABAPENTIN 300MG CAPSULES

QTY: 4 NO REFILLS - DR. AUTH REQUIRED

New NDC: 45963-0556-50

Retail Price: \$11.99 Your Insurance Saved You: \$ 9.99

\$ 2.00

PBR: L. NACHTIGAL
MFG: TEVA
BMS/KAC/KAC/ /KAC

PLAN: GOODRX
GROUP# DR33
CLAIM REF# 789221247

Walgreens

980 FARMINGTON AVE BERLIN, CT 060372219
PH: (860)828-6844

Customer receipt

Pharmacy use only

MON 6:05PM

New

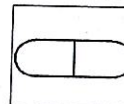
GABAPENTIN 300MG CAPSULES

45963-0556-50

FAST RACK

QTY 4

10 DRAM



BMS/KAC/KAC/ /KAC

YELLOW AND LIGHT BROWN

FRONT: a logo and 2666

BACK: a logo and 2666

Med Guide

Duplicate receipt

ZENA CANINE LUND

12 Four Rod Rd, Berlin, CT 060372219
(860)538-4719

RX # 1072116-10119

DATE: 05/20/24

GABAPENTIN 300MG CAPSULES

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\$ 2.00

PBR: L. NACHTIGAL
MFG: TEVA
BMS/KAC/KAC/ /KAC

PLAN: GOODRX
GROUP# DR33
CLAIM REF# 789221247

Walgreens

980 FARMINGTON AVE BERLIN, CT 060372219
PH: (860)828-6844

Duplicate receipt

Keep out of reach of children: Store in safety container or secure area.

WIC# 957546

ZENA CANINE LUND

12 Four Rod Rd, Berlin, CT 060372219
(860)538-4719

RX # 1072117-10119

DATE: 05/20/24

TRAZODONE 100MG TABLETS

QTY: 10 NO REFILLS - DR. AUTH REQUIRED

New NDC: 13107-0080-01

Retail Price: \$11.99 Your Insurance Saved You: \$ 5.46

\$ 6.53

PBR: L. NACHTIGAL
MFG: AUROBINDO
BMS/KAC/KAC/ /KAC

PLAN: GOODRX
GROUP# DR33
CLAIM REF# 789221998

Walgreens

980 FARMINGTON AVE BERLIN, CT 060372219
PH: (860)828-6844

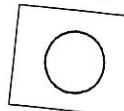
Customer receipt

Pharmacy use only

MON 6:05PM
ew

TRAZODONE 100MG TABLETS
13107-0080-01
FAST RACK

QTY 10
10 DRAM



BMS/KAC/KAC/ /KAC

WHITE
FRONT: J 44

Med Guide

Duplicate receipt

ZENA CANINE LUND

12 Four Rod Rd, Berlin, CT 060372219
(860)538-4719

RX # 1072117-10119

DATE: 05/20/24

TRAZODONE 100MG TABLETS

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MFG: AUROBINDO
BMS/KAC/KAC/ /KAC

PLAN: GOODRX
GROUP# DR33
CLAIM REF# 789221998

Walgreens

980 FARMINGTON AVE BERLIN, CT 060372219
PH: (860)828-6844

Duplicate receipt



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

May 20, 2024

Lifeway Learning Center
2172 Berlin Turnpike
Berlin, CT 06037

Dear Friends at Lifeway,

Thank you so much for the generous gift of \$56 as well as the pet food, toys & treats for our animals at the shelter. We appreciate the donation. It helps us to keep up our efforts in vetting our new animals so they can find new homes, and to put it towards the care of our animals.

Thanks again.

Sincerely,

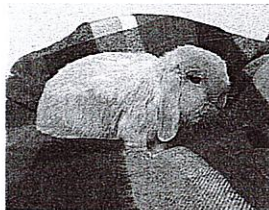
Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



"Ryder"



"Mini"



"Finn"

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



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

June 1, 2024

Thomas Ottman II
53 Westview TER
Berlin, CT 06037

Dear Thomas,

Thank you so much for the generous gift of \$50.00, We appreciate the donation. It helps us to keep up our efforts in vetting our new animals so they can find new homes, and to put it towards the care of our animals.

Thanks again.

Sincerely,

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



“ Ryder “



“ Mini “



“ Finn “

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



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

May 23, 2024

Julie Church
45 Canione Road
Glastonbury, CT 06033

Dear Julie,

Thank you very much for the extremely kind and thoughtful monetary donation. Your thoughtfulness will help go toward the animal care here at our facility.

Thanks again.

Sincerely,

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



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

this drug, talk with the doctor.

POSSIBLE SIDE EFFECTS: WHAT ARE SOME SIDE EFFECTS THAT I NEED TO CALL MY DOCTOR ABOUT RIGHT AWAY?
WARNING/CAUTION: Even though it may be rare, some people may have very bad and sometimes deadly side effects when taking a drug. Tell your doctor or get medical help right away if you have any of the following signs or symptoms that may be related to a very bad side effect: Signs of an allergic reaction, like rash; hives; itching; red, swollen, blistered, or peeling skin with or without fever; wheezing; tightness in the chest or throat; trouble breathing, swallowing, or talking; unusual hoarseness; or swelling of the mouth, face, lips, tongue, or throat. Signs of liver problems like dark urine, tiredness, decreased appetite, upset stomach or stomach pain, light-colored stools, throwing up, or yellow skin or eyes. Signs of

Keep out of reach of children: Store in safety container or secure area.

WIC# 957546

ZENA CANINE LUND

12 Four Rod Rd, Berlin, CT 060372219
(860)538-4719

RX # 1073994-10119

DATE: 06/03/24

GABAPENTIN 300MG CAPSULES

QTY: 10 NO REFILLS - DR. AUTH REQUIRED

New NDC: 45963-0556-50

Retail Price: \$14.99 Your Insurance Saved You: \$ 9.04

\$ 5.95

PBR: D. HESTER
MFG: TEVA
KAC/KAC/KAC/ /KAC

PLAN: GOODRX
GROUP# DR33
CLAIM REF# 06031039256661073994

Walgreens

380 FARMINGTON AVE BERLIN, CT 060372219
PH: (860)828-6844

Customer receipt

ZENA CANINE LUND

12 Four Rod Rd, Berlin, CT 060372219
(860)538-4719

RX # 1073994-10119

DATE: 06/03/24

GABAPENTIN 300MG CAPSULES

QTY: 10 NO REFILLS - DR. AUTH REQUIRED

New NDC: 45963-0556-50

Retail Price: \$14.99 Your Insurance Saved You: \$ 9.04

\$ 5.95

PBR: D. HESTER
MFG: TEVA
KAC/KAC/KAC/ /KAC

PLAN: GOODRX
GROUP# DR33
CLAIM REF# 06031039256661073994

Walgreens

380 FARMINGTON AVE BERLIN, CT 060372219
PH: (860)828-6844

Duplicate receipt

Pharmacy use only

WAITING

MON 10:51AM

New

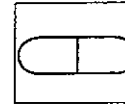
GABAPENTIN 300MG CAPSULES

45963-0556-50

FAST RACK

QTY 10

10 DRAM



YELLOW AND LIGHT BROWN

FRONT: a logo and 2666

BACK: a logo and 2666

KAC/KAC/KAC/ /KAC

Med Guide

chance of feeling dizzy or passing out, rise slowly if you have been sitting or lying down. Be careful going up and down stairs. Talk with your doctor before you use alcohol, marijuana or other forms of cannabis, or prescription or OTC drugs that may slow your actions. An unsafe heartbeat that is not normal (long QT on ECG) has happened with this drug. This may raise the chance of sudden death. Talk with the doctor. This drug may raise the chance of bleeding. Sometimes, bleeding can be life-threatening. Talk with the doctor. Some people may have a higher chance of eye problems with this drug. Your doctor may want you to have an eye exam to see if you have a higher chance of these eye problems. Call your doctor right away if you have eye pain, change in eyesight, or swelling or redness in or around the eye. This drug can cause low sodium levels. Very low sodium levels can be life-threatening, leading to seizures, passing out, trouble breathing, or death. If you are 65 or older, use this drug with care.

Keep out of reach of children: Store in safety container or secure area.

WIC# 957546

ZENA CANINE LUND

12 Four Rod Rd, Berlin, CT 060372219
(860)538-4719

RX # 1073995-10119

DATE: 06/03/24

TRAZODONE 100MG TABLETS

QTY: 10 NO REFILLS - DR. AUTH REQUIRED

New NDC: 13107-0080-01

Retail Price: \$11.99 Your Insurance Saved You: \$ 5.46

\$ 6.53

PBR: D. HESTER
MFG: AUROBINDO
KAC/KAC/KAC/ /KAC

PLAN: GOODRX
GROUP# DR33
CLAIM REF# 797167218

Walgreens

380 FARMINGTON AVE BERLIN, CT 060372219
PH: (860)828-6844

Customer receipt

ZENA CANINE LUND

12 Four Rod Rd, Berlin, CT 060372219
(860)538-4719

RX # 1073995-10119

DATE: 06/03/24

TRAZODONE 100MG TABLETS

QTY: 10 NO REFILLS - DR. AUTH REQUIRED

New NDC: 13107-0080-01

Retail Price: \$11.99 Your Insurance Saved You: \$ 5.46

\$ 6.53

PBR: D. HESTER
MFG: AUROBINDO
KAC/KAC/KAC/ /KAC

PLAN: GOODRX
GROUP# DR33
CLAIM REF# 797167218

Walgreens

380 FARMINGTON AVE BERLIN, CT 060372219
PH: (860)828-6844

Duplicate receipt

Pharmacy use only

WAITING

MON 10:51AM

New

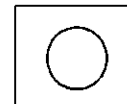
TRAZODONE 100MG TABLETS

13107-0080-01

FAST RACK

QTY 10

10 DRAM



WHITE

FRONT: J 44

KAC/KAC/KAC/ /KAC

Med Guide

Consent
2
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: May 29, 2024
SUBJECT: Berlin Fair Traffic Direction & Control Fee Waiver

Summary of Agenda Item:

The Berlin Lions Agricultural Fair, Inc is requesting that the Town of Berlin waive the traffic control fees associated with the Berlin Fair to be held September 12-15, 2024.

Funding:

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

Action Needed:

Move to approve waiving the police fees in the approximate amount of \$34,500.00 for traffic control and direction for the Berlin Fair that will be held September 12-15, 2024 at the Berlin Fairgrounds.

Attachments:

Request for Fee Waiver Form

Prepared By:

Lieutenant Michael Jobes, Berlin Police Department





TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Berlin Lions Agricultural Fair, Inc	Date: May 23, 2024
Contact Name: Francis Recck	
Phone Number: (860) 266-0434	
Event: 2024 Berlin Fair	Date of Event: Sept 12 – 15, 2024
Location of the Event: Berlin Fair Grounds; 430 Beckley Rd, East Berlin, CT	
What fee do you want waived: Police costs associated with traffic direction and control during the Berlin Fair (September 12 through 15, 2024). <i>\$ 34,500 approx KJW</i>	
Identify the hardship incurred: Costs associated with Police fees would greatly impact the total amount of monies raised, thus reducing the donations to many charitable organizations.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: Funds from the Berlin Fair feed the Berlin Lions Charities which distributes donations to many organizations, some of which include The Berlin Food Pantry, each of the four Volunteer Fire Departments, Multiple Scholarships to Berlin High graduates including Valedictorian and Salutatorian), local Boys and Girls committees (including Upbeat), Local Veterans, and several others. In addition to these donations, most every church, fire department and civic organization in Berlin has a booth at the annual Berlin Fair to raise funds themselves.	

Town Manager review:

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

Yes



No



If so, which criteria:

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

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: Berlin Lions Charities & Agricultural Fair, Inc

Comments:

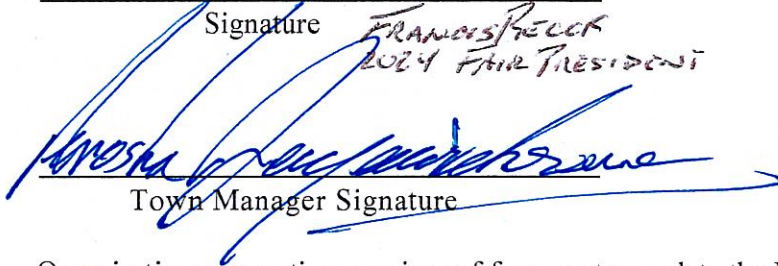


Signature

FRANCIS REEL
2024 FAIR PRESIDENT

5-23-2024

Date



Town Manager Signature

6/3/2024

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: June 7, 2024

SUBJECT: Donation for supplies.

Summary of Agenda Item:

The Police Department has received \$2,125.00 in donations by Coastland Enterprises. LLC (2000) Eleanor Hill (25) Donna Barrows (100) for supplies for a total of \$2,125.

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 \$2,125.00 and appropriate the funds to the Supplies Expenditure Account.

Attachments:


None

Prepared By:

Deputy Chief Drew Gallupe 

Consent
Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 7, 2024
SUBJECT: Donations for K9 Program



Summary of Agenda Item:

The Police Department has received \$1,150 in donations from John Peterson (50) Edward Rudnick (100) Kathryn Casner (500) Beverly Peters (200) Brian Reilly (75) Miriam Moore (50) Jeanne Pettit (100) Holly Sturgill (75) all in memory of Bob Peters 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 \$1,150 and appropriate the funds to the Police K9 Program Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe

DA

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

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 7, 2024

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	647.70	FOL Misc. Acct	adult summer reading prizes, two museum pass renewals and an adult program	Friends of the Library
	207.81	FOL CC Acct	adult summer reading prizes	Friends of the Library
	1,000.00	Library Agency Acct.	for the purchase of adult fiction	Ronald & Beverly Cook
	1,855.51			
Equip/Merch	400.00	Meeting house painting	for library wall	Anonymous patron
	1,028.80	Podium	for meeting room	Kensington Garden Club
	172.50	(50) Ice cream coupons for small cone/cup	adult summer reading prizes	Pralines
	62.45	Books	add to appropriate department collection	Various donors
	1,663.75			

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$1,855.51 and deposit \$647.70 into the friends of the library miscellaneous account to be used for adult summer reading prizes, two museum pass renewals and an adult program and deposit \$207.81 into the friends of the library credit card

account for the purchase of adult summer reading prizes and deposit \$1,000.00 into the library agency account for the purchase of adult fiction. Move to accept the donation of a meeting house painting with an approximate value of \$400.00 to be hung on the library wall and a podium valued at \$1,028.80 to be placed in the meeting room and (50) ice cream coupons with a value of \$172.50 to be used as summer reading prizes and books with an approximate value of \$62.45 to be added to the appropriate department collections.

Attachments:

n/a

Prepared By:

Carrie Tyszka, Director



Consent⁺
Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 11, 2024

SUBJECT: Berlin Youth Football and Cheerleading approval to sell food and beverages

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 9, 2024 recommended approval for Berlin Youth Football and Cheerleading to sell food and beverages at their home football games at Scalise Football Field, Sage Park for the 2024 season.

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

FUNDING:

No funding needed.

ACTION NEEDED:

Move to approve Berlin Youth Football and Cheerleading to sell food and beverages at their home football games at Scalise Football Field, Sage Park for the 2024 season.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Parks Services



Consent
7

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 11, 2024

SUBJECT: Early Voting at One Polling Place

Summary of Agenda Item:

The Registrar of Voters have decided to have Early Voting for the November Election at one polling place utilizing the Berlin Town Hall. Under current statute the town does have the option of opening two polling places since Berlin's population is over 20,000 residents. One polling place for Early Voting does seem to be adequate to accommodate the voters.

Currently there are 15,689 voters in the Town of Berlin.

Early Voting will commence on Monday, October 21st through and including Sunday, November 3rd.

All three polling places will be opened for regular voting on Tuesday, November 5th from 6:00 am to 8:00 pm.

Funding:

Funding is available with the Registrars' Budget.

Action Needed:

Move to approve one polling place to conduct Early Voting in person for the 2024 Presidential Election at the Berlin Town Hall. Early Voting will take place on Monday, October 21st through and including Sunday, November 3rd. All three polling places will be open for regular voting during the Election on Tuesday, November 5th.

Attachments:

None

Prepared By: Christy Miano, Democratic Registrar CM
Joan Veley, Republican Registrar JV.
Kate Wall, Town Clerk KW

**NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN**

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 18, 2024 at 7:00 p.m. for the purpose of holding a public hearing on the following proposed ordinance of the Town, said ordinance being entitled as follows:

“AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE”.

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

Following the public hearing, the Town Council may consider and act upon the bond ordinance.

Dated at Berlin, Connecticut this 6th day of June 2024.

Kathryn J. Wall
Town Clerk

Publication Date:
June 11, 2024
New Britain Herald

FIRST PERSON VERSION

PUBLIC HEARING

I hereby convene the public hearing for the \$1,300,000 Police Radio System Upgrades Project (2024) appropriation and bond ordinance. The ordinance which is the subject of this public hearing is available to the public and may be obtained at this meeting from the Town Clerk.

Is there a motion and a second to read the title of the following proposed ordinance and to waive the reading of the remainder of the ordinance, incorporating its full text into the minutes of this meeting.

Moved by _____, seconded by _____.

Those in favor?

Those opposed?

The motion passes.

AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE
RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING
THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET
SAID APPROPRIATION, AND PENDING THE ISSUANCE
THEREOF, THE MAKING OF TEMPORARY BORROWING
FOR SUCH PURPOSE

Are there any comments from the public?

[Public Comments]

I call the public hearing on the \$1,300,000 Police Radio System Upgrades Project (2024) bond ordinance closed.

AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE
RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING
THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET
SAID APPROPRIATION, AND PENDING THE ISSUANCE
THEREOF, THE MAKING OF TEMPORARY BORROWING
FOR SUCH PURPOSE

Section 1. The Town of Berlin, Connecticut (the "Town") appropriates the sum of \$1,300,000 for the Police Radio System Upgrades Project (2024), which project is comprised of costs for upgrades to allow the Town to utilize the State of Connecticut's communication towers, such costs to include, but not be limited to planning and design, consultants, construction, disposal, equipment, technology upgrades, including, but not limited to, firmware and hardware upgrades, installation, performance testing, training and support, and all work related and appurtenant thereto, and administrative, advertising, printing, legal and financing costs related thereto (the "Project").

Section 2. To meet said appropriation, \$1,300,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or later date as may be allowed by the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes") or other applicable law. Said bonds may be issued in one or more series as determined by a majority of the Mayor, the Town Manager and the Director of Finance (such majority hereafter, the "Town Officials"), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing, financing and legal costs of issuing the bonds, and capitalized interest thereon. Capital project revenues, including bid premiums and income derived from the investment of proceeds from bonds issued pursuant to this ordinance (and net investment income derived from the investment of note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Pullman & Comley, LLC or such other nationally recognized bond counsel ("Bond Counsel"). Such bonds shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and shall be paid from property taxation to the extent not paid from other sources. In connection with the issuance of any bonds or notes authorized herein, the Town may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be approved by the Town

Council. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds shall be determined by the Town Officials in accordance with the Statutes. In order to meet the capital cash flow expenditure needs of the Town, the Town Manager and Director of Finance are authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the Town outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 3. Said bonds shall be sold by the Town Officials in a competitive offering or by negotiation, in the Town Officials' discretion. If sold in a competitive offering, the bonds shall be sold upon sealed proposals, or by auction, or other competitive method at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale may be published (including electronically) in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Town Officials.

Section 4. The Town Officials are authorized to make temporary borrowings in anticipation of the receipt of the proceeds from the sale of bonds, notes or obligations, or the receipt of grants for the Project. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Bond Counsel, and be certified by a bank or trust company designated by the Town Officials pursuant to Section 7-373 of the Statutes. Such notes shall be issued with maturity dates which comply with the provisions of the Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon, and shall be paid from property taxation to the extent not paid from other sources. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Treasury Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the original expenditure or the substantial completion of the Project, or such later date the Treasury Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its

reasonable expectations as of this date. The Director of Finance, or designee, is authorized to pay Project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration. The Town Officials are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations authorized by this resolution, if issued on a tax-exempt basis.

Section 6. The Town Officials are hereby authorized to exercise all powers conferred by Section 3-20e of the Statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance.

Section 7. It is hereby found and determined that it is in the public interest to issue all, or a portion of, the Bonds, notes or other obligations of the Town authorized to be issued herein as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law, including but not limited to any "tax credit bond" or "tax-advantaged bond," including direct payment and tax credit versions of such bonds.

Section 8. The Mayor, Town Manager and Director of Finance, and other proper officers and officials of the Town are each authorized to take any other action which is necessary or desirable to complete the Project and to issue bonds, notes or obligations or obtain grants to finance the aforesaid appropriation.

**NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN**

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 18, 2024 at 7:00 p.m. for the purpose of holding a public hearing on the following proposed ordinance of the Town, said ordinance being entitled as follows:

“AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2024) AND AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE”.

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

Following the public hearing, the Town Council may consider and act upon the bond ordinance.

Dated at Berlin, Connecticut this 6th day of June 2024.

Kathryn J. Wall
Town Clerk

Publication Date:
June 11, 2024
New Britain Herald

FIRST PERSON VERSION

PUBLIC HEARING

I hereby convene the public hearing for the \$2,000,000 Athletic Facility Improvements Project (2024) appropriation and bond ordinance. The ordinance which is the subject of this public hearing is available to the public and may be obtained at this meeting from the Town Clerk.

Is there a motion and a second to read the title of the following proposed ordinance and to waive the reading of the remainder of the ordinance, incorporating its full text into the minutes of this meeting.

Moved by _____, seconded by _____.

Those in favor?

Those opposed?

The motion passes.

AN ORDINANCE APPROPRIATING \$2,000,000 FOR
ATHLETIC FACILITY IMPROVEMENTS (2024) AND
AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE
TOWN TO MEET SAID APPROPRIATION, AND PENDING
THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY
BORROWINGS FOR SUCH PURPOSE

Are there any comments from the public?

[Public Comments]

I call the public hearing on the \$2,000,000 Athletic Facility Improvements Project (2024) bond ordinance closed.

AN ORDINANCE APPROPRIATING \$2,000,000 FOR
ATHLETIC FACILITY IMPROVEMENTS (2024) AND
AUTHORIZING THE ISSUE OF \$2,000,000 BONDS OF THE
TOWN TO MEET SAID APPROPRIATION, AND PENDING
THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY
BORROWINGS FOR SUCH PURPOSE

Section 1. The Town of Berlin, Connecticut (the "Town") appropriates the sum of \$2,000,000 for the design, planning, acquisition and construction of Athletic Facility Improvements (2024) in the Town (the "Project"). The Project shall consist of such facilities and locations as determined by the Town Council, including, but not limited to Timberlin Golf Course, such improvements to include, but not be limited to, sod and other field improvements, drainage installation, new or renovated athletic buildings or facilities associated with athletic fields, equipment, and all work related and appurtenant thereto, and administrative, advertising, printing, legal and financing costs related thereto.

Section 2. To meet said appropriation, \$2,000,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or later date as may be allowed by the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes") or other applicable law. Said bonds may be issued in one or more series as determined by a majority of the Mayor, the Town Manager and the Director of Finance (such majority hereafter, the "Town Officials"), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing, financing and legal costs of issuing the bonds, and capitalized interest thereon. Capital project revenues, including bid premiums and income derived from the investment of proceeds from bonds issued pursuant to this ordinance (and net investment income derived from the investment of note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Pullman & Comley, LLC or such other nationally recognized bond counsel ("Bond Counsel"). Such bonds shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and shall be paid from property taxation to the extent not paid from other sources. In connection with the issuance of any bonds or notes

authorized herein, the Town may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be approved by the Town Council. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds shall be determined by the Town Officials in accordance with the Statutes. In order to meet the capital cash flow expenditure needs of the Town, the Town Manager and Director of Finance are authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the Town outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 3. Said bonds shall be sold by the Town Officials in a competitive offering or by negotiation, in the Town Officials' discretion. If sold in a competitive offering, the bonds shall be sold upon sealed proposals, or by auction, or other competitive method at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale may be published (including electronically) in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Town Officials.

Section 4. The Town Officials are authorized to make temporary borrowings in anticipation of the receipt of the proceeds from the sale of bonds, notes or obligations, or the receipt of grants for the Project. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Bond Counsel, and be certified by a bank or trust company designated by the Town Officials pursuant to Section 7-373 of the Statutes. Such notes shall be issued with maturity dates which comply with the provisions of the Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon, and shall be paid from property taxation to the extent not paid from other sources. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Treasury Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this ordinance in the maximum amount and for the

capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the original expenditure or the substantial completion of the Project, or such later date the Treasury Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance, or designee, is authorized to pay Project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration. The Town Officials are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations authorized by this resolution, if issued on a tax-exempt basis.

Section 6. The Town Officials are hereby authorized to exercise all powers conferred by Section 3-20e of the Statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance.

Section 7. It is hereby found and determined that it is in the public interest to issue all, or a portion of, the Bonds, notes or other obligations of the Town authorized to be issued herein as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law, including but not limited to any "tax credit bond" or "tax-advantaged bond," including direct payment and tax credit versions of such bonds.

Section 8. The Mayor, Town Manager and Director of Finance, and other proper officers and officials of the Town are each authorized to take any other action which is necessary or desirable to complete the Project and to issue bonds, notes or obligations or obtain grants to finance the aforesaid appropriation.

**NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN**

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, June 18, 2024 at 7:00 p.m. for the purpose of holding a public hearing on the following proposed ordinance of the Town, said ordinance being entitled as follows:

“AN ORDINANCE APPROPRIATING \$1,100,000 FOR 4 TOWN ROOF REPLACEMENTS (2024) AND AUTHORIZING THE ISSUE OF \$1,100,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE”.

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

Following the public hearing, the Town Council may consider and act upon the bond ordinance.

Dated at Berlin, Connecticut this 6th day of June 2024.

Kathryn J. Wall
Town Clerk

Publication Date:
June 11, 2024
New Britain Herald

FIRST PERSON VERSION

PUBLIC HEARING

I hereby convene the public hearing for the \$1,100,000 Town Roof Replacements Project (2024) appropriation and bond ordinance. The ordinance which is the subject of this public hearing is available to the public and may be obtained at this meeting from the Town Clerk.

Is there a motion and a second to read the title of the following proposed ordinance and to waive the reading of the remainder of the ordinance, incorporating its full text into the minutes of this meeting.

Moved by _____, seconded by _____.

Those in favor?

Those opposed?

The motion passes.

AN ORDINANCE APPROPRIATING \$1,100,000 FOR TOWN
ROOF REPLACEMENTS (2024) AND AUTHORIZING THE
ISSUE OF \$1,100,000 BONDS OF THE TOWN TO MEET SAID
APPROPRIATION, AND PENDING THE ISSUANCE
THEREOF, THE MAKING OF TEMPORARY BORROWING
FOR SUCH PURPOSE

Are there any comments from the public?

[Public Comments]

I call the public hearing on the \$1,100,000 Town Roof Replacements Project (2024) bond ordinance closed.

AN ORDINANCE APPROPRIATING \$1,100,000 FOR TOWN
ROOF REPLACEMENTS (2024) AND AUTHORIZING THE
ISSUE OF \$1,100,000 BONDS OF THE TOWN TO MEET SAID
APPROPRIATION, AND PENDING THE ISSUANCE
THEREOF, THE MAKING OF TEMPORARY BORROWING
FOR SUCH PURPOSE

Section 1. The Town of Berlin, Connecticut (the "Town") appropriates the sum of \$1,100,000 for the Town Roof Replacements Project (2024) for the replacement of roofs at Town Hall and Berlin Peck Memorial Center, such costs to include, but not limited to, bidding, planning, design, disposal, materials, site improvements, engineering services, architectural services and project management services related to the repair, improvement, restoration and replacement of the roofs, acquisition and construction, project inspection and oversight and installation of new roofs, as well as, building repairs needed as a result of damage, or any other work related to such roof and building improvements, and all work related and appurtenant thereto, and administrative, advertising, printing, legal and financing costs related thereto (the "Project"). The Town Council may reallocate the appropriation among the Project and reduce or modify the scope of the Project if funds are insufficient to complete the Project, so long as the aggregate amount of the appropriation is not increased.

Section 2. To meet said appropriation, \$1,100,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or later date as may be allowed by the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes") or other applicable law. Said bonds may be issued in one or more series as determined by a majority of the Mayor, the Town Manager and the Director of Finance (such majority hereafter, the "Town Officials"), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing, financing and legal costs of issuing the bonds, and capitalized interest thereon. Capital project revenues, including bid premiums and income derived from the investment of proceeds from bonds issued pursuant to this ordinance (and net investment income derived from the investment of note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Pullman & Comley, LLC or such other nationally recognized bond counsel ("Bond Counsel"). Such bonds shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and shall be paid from property taxation to the

extent not paid from other sources. In connection with the issuance of any bonds or notes authorized herein, the Town may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be approved by the Town Council. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds shall be determined by the Town Officials in accordance with the Statutes. In order to meet the capital cash flow expenditure needs of the Town, the Town Manager and Director of Finance are authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the Town outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 3. Said bonds shall be sold by the Town Officials in a competitive offering or by negotiation, in the Town Officials' discretion. If sold in a competitive offering, the bonds shall be sold upon sealed proposals, or by auction, or other competitive method at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale may be published (including electronically) in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Town Officials.

Section 4. The Town Officials are authorized to make temporary borrowings in anticipation of the receipt of the proceeds from the sale of bonds, notes or obligations, or the receipt of grants for the Project. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Bond Counsel, and be certified by a bank or trust company designated by the Town Officials pursuant to Section 7-373 of the Statutes. Such notes shall be issued with maturity dates which comply with the provisions of the Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon, and shall be paid from property taxation to the extent not paid from other sources. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Treasury Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations

("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the original expenditure or the substantial completion of the Project, or such later date the Treasury Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance, or designee, is authorized to pay Project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration. The Town Officials are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations authorized by this resolution, if issued on a tax-exempt basis.

Section 6. The Town Officials are hereby authorized to exercise all powers conferred by Section 3-20e of the Statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance.

Section 7. It is hereby found and determined that it is in the public interest to issue all, or a portion of, the Bonds, notes or other obligations of the Town authorized to be issued herein as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law, including but not limited to any "tax credit bond" or "tax-advantaged bond," including direct payment and tax credit versions of such bonds.

Section 8. The Mayor, Town Manager and Director of Finance, and other proper officers and officials of the Town are each authorized to take any other action which is necessary or desirable to complete the Project and to issue bonds, notes or obligations or obtain grants to finance the aforesaid appropriation.

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 10, 2024

SUBJECT: "AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE."

Summary of Agenda Item:

Our Bond Counsel, Attorney Jessica G. Kennedy, has prepared the attached bonding authorization entitled "AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE."

It is important that you read the exact resolutions as prepared by our Bond Counsel.

As stated in the bond ordinance:

Section 1. The Town of Berlin, Connecticut (the "Town") appropriates the sum of \$1,300,000 for the Police Radio System Upgrades Project (2024), which project is comprised of costs for upgrades to allow the Town to utilize the State of Connecticut's communication towers, such costs to include, but not be limited to planning and design, consultants, construction, disposal, equipment, technology upgrades, including, but not limited to, firmware and hardware upgrades, installation, performance testing, training and support, and all work related and appurtenant thereto, and administrative, advertising, printing, legal and financing costs related thereto (the "Project").

As a reminder, our Charter states that:

"Section 6-10-6. (c) Bonds, notes or other obligations shall be authorized upon adoption by the Council of an ordinance authorizing the project, the issuance of the obligations, and appropriating the proceeds thereof and approved in its entirety by the Board of Finance. Notice of passage of the ordinance as approved by the Board of Finance and the Council shall be provided by newspaper publication of its title and a statement of its passage. Adoption of an ordinance exceeding five million (\$5,000,000.00) dollars shall be subject to automatic

referendum approval by a majority of those voting thereon. Adoption of an ordinance of five million (\$5,000,000.00) dollars or less shall be subject to referendum approval by a majority of those voting thereon if (1) the Council, by majority vote concurrent with the adoption of the ordinance, sends the ordinance to referendum, or (2) not later than the fourteenth (14th) day from publication, counting the day of publication as the first (1st) day, a petition containing three (3%) percent or more of the total numbers of qualified electors whose names appear upon the last voting list is filed with the Town Clerk requesting the ordinance be submitted to referendum approval. The petition will be subject to certification in accordance with Section 3-9 of this Charter. The referendum shall be held within ninety (90) days of adoption of the ordinance or the Town Clerk's certification, whichever is applicable, provided that if a general election or a town election or referendum is to occur within six (6) months of such adoption or certification, the ordinance may be submitted at such election or referendum, unless prior thereto the Council repeals its approval."

Action Needed:

1. Move to waive Rule 7 of the Town Council Rules and Procedures to vote on the proposed ordinance at tonight's meeting.
2. Move that "AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE." be adopted.

Attachments:

Proceedings from Bond Counsel, Jessica G. Kennedy.
Ordinance

Prepared By: Kate Wall, Town Clerk



FIRST PERSON VERSION

TOWN COUNCIL - ORDINANCE ACTION

The Town Council will now consider and take action with respect to the \$1,300,000 Police Radio System Upgrades Project (2024) appropriation and bond ordinance. A copy of the ordinance is available from the Town Clerk.

[Make the following Motion Only if vote is on same night as public hearing.

Is there a motion to waive Rule 7?

Moved by _____, seconded by _____.

Those in favor?

Those opposed?

The motion passes.]

Is there a motion and a second that the ordinance entitled:

“AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWING FOR SUCH PURPOSE”, be adopted.

Moved by _____, seconded by _____.

[Council Discussion]

Those in favor?

Those opposed?

I declare the ordinance adopted.

AN ORDINANCE APPROPRIATING \$1,300,000 FOR POLICE
RADIO SYSTEM UPGRADES (2024) AND AUTHORIZING
THE ISSUE OF \$1,300,000 BONDS OF THE TOWN TO MEET
SAID APPROPRIATION, AND PENDING THE ISSUANCE
THEREOF, THE MAKING OF TEMPORARY BORROWING
FOR SUCH PURPOSE

Section 1. The Town of Berlin, Connecticut (the "Town") appropriates the sum of \$1,300,000 for the Police Radio System Upgrades Project (2024), which project is comprised of costs for upgrades to allow the Town to utilize the State of Connecticut's communication towers, such costs to include, but not be limited to planning and design, consultants, construction, disposal, equipment, technology upgrades, including, but not limited to, firmware and hardware upgrades, installation, performance testing, training and support, and all work related and appurtenant thereto, and administrative, advertising, printing, legal and financing costs related thereto (the "Project").

Section 2. To meet said appropriation, \$1,300,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or later date as may be allowed by the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes") or other applicable law. Said bonds may be issued in one or more series as determined by a majority of the Mayor, the Town Manager and the Director of Finance (such majority hereafter, the "Town Officials"), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing, financing and legal costs of issuing the bonds, and capitalized interest thereon. Capital project revenues, including bid premiums and income derived from the investment of proceeds from bonds issued pursuant to this ordinance (and net investment income derived from the investment of note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Pullman & Comley, LLC or such other nationally recognized bond counsel ("Bond Counsel"). Such bonds shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and shall be paid from property taxation to the extent not paid from other sources. In connection with the issuance of any bonds or notes authorized herein, the Town may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be approved by the Town

Council. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds shall be determined by the Town Officials in accordance with the Statutes. In order to meet the capital cash flow expenditure needs of the Town, the Town Manager and Director of Finance are authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the Town outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 3. Said bonds shall be sold by the Town Officials in a competitive offering or by negotiation, in the Town Officials' discretion. If sold in a competitive offering, the bonds shall be sold upon sealed proposals, or by auction, or other competitive method at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale may be published (including electronically) in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Town Officials.

Section 4. The Town Officials are authorized to make temporary borrowings in anticipation of the receipt of the proceeds from the sale of bonds, notes or obligations, or the receipt of grants for the Project. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Bond Counsel, and be certified by a bank or trust company designated by the Town Officials pursuant to Section 7-373 of the Statutes. Such notes shall be issued with maturity dates which comply with the provisions of the Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon, and shall be paid from property taxation to the extent not paid from other sources. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Treasury Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the original expenditure or the substantial completion of the Project, or such later date the Treasury Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its

reasonable expectations as of this date. The Director of Finance, or designee, is authorized to pay Project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration. The Town Officials are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations authorized by this resolution, if issued on a tax-exempt basis.

Section 6. The Town Officials are hereby authorized to exercise all powers conferred by Section 3-20e of the Statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance.

Section 7. It is hereby found and determined that it is in the public interest to issue all, or a portion of, the Bonds, notes or other obligations of the Town authorized to be issued herein as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law, including but not limited to any "tax credit bond" or "tax-advantaged bond," including direct payment and tax credit versions of such bonds.

Section 8. The Mayor, Town Manager and Director of Finance, and other proper officers and officials of the Town are each authorized to take any other action which is necessary or desirable to complete the Project and to issue bonds, notes or obligations or obtain grants to finance the aforesaid appropriation.

Agenda Item No. _____
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 10, 2024

SUBJECT: Contract Approval for Police Radio System Upgrade

Summary of Agenda Item:

In order to correct radio system black out areas/dead spots the Police Department has investigated possible options and found the most cost effective and productive solution is to join the states emergency radio network to improve radio coverage and increase interdepartmental communications with surrounding agencies. A quote has been obtained from Motorola through our radio service vendor Norcom to complete this project. Motorola is offering a discount of \$ 125,000 to complete this project if the project funding is approved and a Purchase Order is completed and submitted to Motorola by June 25th, 2024. The cost to cover this contract with Motorola and the required update of the current voice recorder system to match the state version is anticipated to be \$ 1,219,640.90. The Berlin Police Department is requesting the authorization of funds and issuance of a Purchase order up to the bonded amount of \$ 1,300,000 to cover for the aforementioned Motorola contract, voice recorder update and any unanticipated costs related to this radio system upgrade.

Funding:

The funding to pay the upgrade/conversion of the Police Radio System to the State Radio Network is set for a public hearing to be held on June 18th 2024 on the Ordinance to appropriate \$ 1,300,000 for Police Radio System Upgrades and authorizing the issuance of \$ 1,300,000 bonds of the town to meet said appropriation.

Action Needed:

Move to waive the Town's bidding requirement and authorize the Town Manager to sign agreement with Motorola & Norcom or other vendors as needed to complete the project for the upgrade of the Police radio system and to expend up to \$1,300,000 to execute the upgrade project, pending approval of the Police Radio Upgrade bond ordinance by the Board of Finance.


Attachments:

Quotes

Prepared By:

Deputy Chief Drew Gallupe 

Quotation Number:	Berlin PD_AIS_Upgrade_6-7-24
Date:	6/7/2024

Customer: Berlin PD Contact: Oscar R. Espinoza Description: Quote to upgrade current AIS license to 2022.1 to make it compatible to the State of CT core Motorola ASTRO system Includes remote installation, programming, and 1st year support	 INTERACTION INSIGHT CORPORATION Richard Geremia Interaction Insight Corporation 125 Half Mile Rd, Suite 200 Red Bank NY 07701 (800) 285-2950 X120 rgeremia@interactioninc.com
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QUOTED BY	WARRANTY	DELIVERY	Discount	VALIDITY
RG	1 Year (options below)	4 weeks ARO	10%	90 Days

1		Integration to Motorola ASTRO 25 system - Subsequent ASTRO version - SINGLE AIS	1	209222	\$ 6,995.00	10%	\$ 6,295.50	\$ 6,995.00	\$ 6,295.50
1		Mandatory license fee for Upgrade to a subsequent Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1	271143	\$ 9,995.00	0%	\$ 9,995.00	\$ 9,995.00	\$ 9,995.00

Product Sub-Total:								\$ 16,990.00	\$ 16,290.50
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Site	Site	Site	Qty	Part No.	List Price (USD)	Discount	Unit Net Price	Total List Price	Total Net
1	2	3	4						
2			2	Pro Services	\$ 150.00	0%	\$ 150.00	\$ 300.00	\$ 300.00
1			1	Bronze	\$ 769.45	0%	\$ 769.45	\$ 769.45	\$ 769.45

Total Misc. and Services:								\$ 1,069.45	\$ 1,069.45
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Total Quotation	LIST PRICE	NET PRICE
	\$ 18,059.45	\$ 17,359.95

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: June 10, 2024

SUBJECT: Selection of Vesta Corporation/O’Riordan Migani Architects as Developer for the Creation of Senior Housing at the former Knights of Columbus Property at 143 Percival Avenue and Authorization for the Town Manager to enter into an Exclusive Negotiating Agreement

Summary of Agenda Item:

The Town owns the former Knights of Columbus property at 143 Percival Avenue. The Town Council decided that the property would be a suitable location for affordable Senior Housing. The Town’s Affordable Housing Plan and Plan of Conservation support that there is a need in the community for affordable senior housing.

With prior authorization from the Town Council, the Town Manager issued a request for qualifications for developers for redevelopment of 143 Percival Avenue as affordable senior housing as permitted in section XI. Q. of the Berlin Zoning Regulations. The RFQ stated that development proposals would provide a minimum of 50% of units as affordable and more units affordable at lower income levels would be preferred. Qualification statements were received from Vesta Corporation & O’Riordan Migani Architects, Percival Street Partners, Penrose, and Design Build Modular. The proposals were reviewed by a staff committee comprised of the Town Manager, Public Works Director, Economic Development Director, Economic Development Coordinator, and Town Planner. All proposers were interviewed, and references were checked. It is the unanimous recommendation of the selection committee that the Town Manager be authorized to enter into an Exclusive Negotiating Agreement with Vesta Corporation & O’Riordan Migani Architects for this project. An outline of Vesta’s proposal is as follows:

- 80 units, to be developed in 2 phases of 40 units.
- Unit mix, 75% (30 units) 1 bedroom, 25% (10 units) 2 BR in each phase.
- All units age restricted.
- All units will be affordable based on 80% or less of the area median income.
- Proposed timing is 2-3 years to complete the first phase (mid 2026 – mid-2027).
- The developer requests a tax abatement agreement such that taxes per unit will be negotiated to be set in year one of the development and will be adjusted annually thereafter.
- The approximate projected project cost is \$15 million for each phase.
- The proposed purchase price is \$500,000.

The details of the project will be refined during the exclusive negotiating period and the agreement is intended to be converted to a Purchase Agreement for the property at the

conclusion of the exclusive negotiating period. It is anticipated that Vesta Corporation/O'Riordan Migani Architects (OMA) will form a new single purpose entity to own and develop the project.

Funding:

None.


Action Needed:

Move to authorize the Town Manager to enter into an Exclusive Negotiating Agreement with Vesta Corporation/O'Riordan Migani Architects concerning the Sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing, subject to review and approval by Corporation Counsel, and to refer the sale of 143 Percival Avenue to the Planning and Zoning Commission for a review pursuant to section 8-24 of the Connecticut General Statutes.

Attachments:

Vesta Corporation/O'Riordan Migani Architects RFQ response.

Prepared By:

Jim Mahoney, Economic Development Coordinator
Chris Edge, Economic Development Director 

Request for Developer Qualifications

Berlin Bid # 2024 – 09

Town of Berlin

Senior Housing Development Opportunity

143 Percival Avenue, Berlin, CT

Respondent Name: Vesta Corporation and O’Riordan Migani Architects

Date of Submission: April 24, 2024

Exhibits:

2. Letter of Introduction
3. Project Approach
4. Relevant Project Experience
5. History of Respondent and Key Team Members
6. Financing Capability
7. Project Marketing and Management Expertise
8. References
9. Concept Plan
10. Price
11. Contingencies
12. Project Schedule



Maryssa Tsolis, Purchasing Agent
Town of Berlin
Berlin Town Hall
240 Kensington Road, Room 110
Berlin, CT 06037

Re: Request for Developer Qualifications
Town of Berlin Bid #2024-09
Senior Housing Development Opportunity
143 Percival Avenue, Berlin, Connecticut 06037

Dear Ms. Tsolis,

We are grateful for the opportunity to submit this letter of interest and statement of qualifications to serve as developer for the proposed senior housing project at 143 Percival Avenue.

O'Riordan Migani Architects (OMA) and Vesta Corporation (Vesta) are partnering to provide a comprehensive proposal for this important senior housing project. Vesta is an established affordable housing developer and property manager based in Simsbury, Connecticut. OMA is a boutique design firm with direct experience in the design and construction of affordable housing for seniors. Together, Vesta and OMA bring the required qualifications, experience, and financial capacity to create an affordable elderly development that will be seamlessly woven into the community.

We look forward to collaborating with the Town of Berlin on this exciting project.

Sincerely yours,



Joan O'Riordan

O'Riordan Migani Architects
22 Bank Street
Seymour, CT 06483
203-888-7667
jor@omarchitects.com



Aaron Greenblatt
Vesta Corporation
175 Powder Forest Drive
Weatogue, CT 06089
860-325-1730
aaron@vestacorp.com

thus very familiar with the process and parameters for each agency. It is anticipated that Phase 2 of the project would have a very similar execution.

The development team also proposes working with the Town to establish an appropriate level of real estate taxes for the project, on a per unit basis. This would allow for the Town to realize taxable income on a parcel that was previously not on the tax roll; at the same time, a fixed tax arrangement with annual increases will allow the project to obtain the requisite financing.

If selected, Vesta and OMA would seek feedback from the Town on this approach and would be flexible in modifying the number of units if desired. Vesta and OMA considered a 9% LIHTC execution instead of a 4% LIHTC. One of the benefits of a 4% LIHTC execution is a shortened timeframe. The Connecticut Housing Finance Authority accepts applications for 9% LIHTCs in February, and typically announces awards in May or June. If awarded, a project would close towards the end of that year. 9% LIHTCs are competitive whereas 4% LIHTCs are non-competitive. The current 9% scoring disincentivizes age restricted housing, making it very difficult to obtain a 9% award for a senior community. Vesta and OMA suggest pursuing 4% LIHTCs because the project is more likely to be successful in obtaining an award of soft funds than 9% LIHTCs, and the timeframe should be condensed.

The Town is a vital participant in this project and an important member of the team. Vesta and OMA will work closely with the Town to refine the plan so that all parties understand the process and are confident in the execution. As the project moves forward the approach will remain collaborative and transparent.

Vesta and OMA approach this and similar projects collaboratively alongside all stakeholders to deliver a development that its residents and the greater community can be proud of.

OMA's focus is place-making, whether in the design of new buildings, the renovation and adaptive re-use of existing buildings, or the urban design and cultural analysis of a cityscape. As architects, OMA believes that design can improve the lives of people through the context of place and the built environment. The goal is to provide the design support and programming necessary to creatively adapt current standards of usability to existing and new buildings; identify and assist with project funding and development; and to ultimately, make places that instill comfort and inspire joy.

Vesta at its core is an affordable housing developer. Since Vesta's inception in 1981, the organization has created success through innovative financing, nimble decision-making, and the strength of its experienced team of highly skilled and dedicated professionals.

Vesta and OMA have evaluated options for 143 Percival Avenue and propose to the Town an 80-unit, fully affordable, two-phase community financed primarily by 4% Low Income Housing Tax Credits (LIHTC). The first phase would include 40 residential units, and the 4% LIHTC execution would allow the development to proceed expeditiously. Phase I would have a total development expense of over \$15,000,000, and would tentatively include financing in the following approximate amounts:

- \$4,500,000 First Mortgage
- \$5,000,000 LIHTC Equity
- \$4,000,000 in DOH Funding
- \$1,000,000 in CHFA Funding
- \$500,000 in Deferred Developer Fee

Vesta has extensive experience utilizing these funding sources and is confident that a project such as this would qualify for each. In the past year alone, Vesta has received commitments for similar funding for 3 comparable developments in Connecticut, and is

Vesta has over 40 years of successful experience in the finance and development of housing. One hundred percent of its focus, since its inception, has been on affordable housing. To date, Vesta has closed over \$1 billion of financings for the development and rehabilitation of more than 20,000 affordable housing units in 13 states and the District of Columbia. Vesta currently manages all 44 properties in its portfolio, which are located in Connecticut, Ohio, New Jersey, New York, Texas, Washington, D.C., Maryland and Virginia. Below are some examples of similar projects undertaken by Vesta.

Longfellow School

The Longfellow School Apartments Development (“Longfellow School”) is an adaptive reuse of a historic elementary school in Cleveland Ohio. Vesta was selected as the development partner by the Cleveland Restoration Society as part of an RFQ process in 2018. Vesta was chosen to preserve the Longfellow School because of its vision for the project and based upon the team’s robust experience to execute on such a complicated and ambitious project.



The Longfellow School was built in 1924 and has unique historic features and significance in the neighborhood. Vesta’s vision for the site was to preserve the school building and convert it to senior apartments by adapting the classrooms to residential units (30) while preserving the auditorium and prominent features as common space for

the residents. The redevelopment plan also included the construction of a new 50 unit building on site with an air-conditioned and heated connector so that senior residents can access features in both buildings without exposure to inclement weather. The project’s ambitious scale required some creative problem solving in arranging capital sources to finance the project. With a total development cost of roughly \$23.5 million, it exceeded the financing limits of the standard financing sources available for typical Low Income Housing Tax Credit (“LIHTC”) and historic tax credit projects.

Vesta developed and implemented a novel financing strategy for The Longfellow School by combining a 9% LIHTC award with a 4% LIHTC bond reservation in the same project. This groundbreaking approach is the first time the Ohio Housing Finance Agency has funded a project in this manner, and represents a creative way to facilitate the construction of more affordable housing.

In line with the anticipated plan for 143 Percival Avenue, the Longfellow School project required some additional soft financing sources to close the financing gap. The Vesta team is experienced in working with federal and local funding sources to acquire such financing. In that regard, Vesta worked closely with local community leaders and regularly consulted with the local Councilmember on the project and the design to ensure it met the needs of the local community. To illustrate the complex structuring the Vesta team was able to achieve with Longfellow School, below are the project sources.

Longfellow School Financing	
First Mortgage (HUD 221d4)	3,520,000
LIHTC Equity (9% Credits)	10,780,000
LIHTC Equity (4% Credits)	2,220,000
Federal Historic Credits	1,750,000
State Historic Credits	1,350,000
HUD 202 PRAC Grant	1,200,000
OHFA HDAP Loan	1,900,000
City of Cleveland HTF Loan	750,000
Sponsor Loan	100,000
Total Sources	23,570,000

As demonstrated with Longfellow School, Vesta has the development team and experience necessary to navigate complex projects utilizing a wide variety of financing sources.

Bennet Apartments

In 1982 the Town Manager for the Town of Manchester, Connecticut asked if Vesta could help with the transformation of the closed former Bennet Junior High School into senior apartments. Vesta began planning what is now today, Bennet Apartments.

The former school was transformed into 45 senior one- and two-bedroom apartments. The building also offers a large (and often used) community room, on-site laundry facility, and beautiful landscaping and greenspace for residents to enjoy.



The financing of the redevelopment included tax exempt revenue bonds used to fund the mortgage on the property and National Historic Tax Credits. The approval for the National Historic Registry was not an easy task. The two difficult components were adding an elevator to the building, which was required because the building is four stories high, and SHPO's concern about preserving some of the interior components of the building. In overcoming both, Vesta was creative in working with SHPO. Regarding the elevator, an exterior circular turret-style brick addition was added to house the elevator. Access to the elevator was designed in such a way that the elevator was accessible from inside the building. The new brick was made to match the original brick of the building to maintain the appearance of the Historic building. The second challenge was regarding the preservation of part of the interior, in particular the auditorium located on the top floor. In order to satisfy that concern, Vesta dropped the ceiling to ensure the decorative upper part of the walls and the ceiling of the auditorium were preserved for their historical significance.

Vesta created a non-profit corporation whose members were and continue to be selected by the Town Board of Directors. The non-profit and Vesta were and continue to be co-general partners. Construction was completed and the property occupied in 1984. Now, nearly 40 years later, Vesta continues to manage Bennet Apartments. Along the way Vesta has refinanced the mortgage in order to ensure funding of proper maintenance; including appliances, flooring, and roof repairs.

Today, and throughout its time in the portfolio, Bennet Apartments maintains strong occupancy and demand.

Cedar Court

Originally a grammar school, Cedar Court was developed in 1978. Modifications were completed in 1981 that increased the number of apartments. In 1990, the community saw additional renovations that included the addition of a large community center. Over 20 years later, the community required critical updates once again. Cedar Court plays a significant role in the community. The repeated investment decades apart proved this. The City of Norwalk and the Norwalk Housing Authority sought an experienced partner with a clear vision. Enter Vesta.



In an area where the cost of living is significantly higher than the national average, and continues to rise, the objectives for Cedar Court were clear. Maintain affordability for the senior and/or disabled residents, address major health and safety concerns, make substantial improvement to apartment interior and exteriors, and link the multiple renovations over the years and decades to fully connect the Cedar Court community. Vesta's plan to accomplish these objectives was to complete an in-place renovation that limited the disruption to residents and allowed them to remain in their apartments throughout the redevelopment. During this time senior and/or disabled residents were provided daytime activities, meals, snacks, and entertainment in a newly added second resident community room while construction was being completed during the day in their apartment. Critical partnerships, like the one with the Norwalk Senior Center, would play a substantial role in the execution and success of the vision.

In 2018, Cedar Court celebrated their redevelopment with an exciting ribbon cutting that included residents, community leaders, partners, and staff. The renovations, which included the addition of ten ADA compliant apartments and two full-service elevators to increase access for those with limited mobility, have transformed and preserved essential affordable housing not just for current residents, but future residents in the greater community that will one day call Cedar Court home. The Norwalk Senior Center remains

on-site, known as "Senior Center South" in the city of Norwalk. Their services link senior and disabled residents, along with welcoming seniors throughout the city, to programming, social work services, and transportation services.

Below is a chart showing Vesta's full portfolio by state.

Community	City/Town	Units	Senior Living	Redeveloped	Manage	Own	Under Development	Preservation	Green Building Standards
Connecticut									
179 Allyn	Hartford	53			✓				
Barton Commons	New Milford	38			✓				
Beechwood Gardens	New Haven	82			✓	✓		✓	✓
Bennet Housing	Manchester	45	✓		✓	✓			
Brook Hill Village I & II	Suffield	84			✓				
Capitol Lofts	Hartford	112			✓				
Cedar Court	Norwalk	91	✓	✓	✓	✓		✓	✓
Columbus Commons	New Britain	80			✓				
Federation Homes	Bloomfield	101	✓		✓				
Historic Townley Street	Hartford	28		✓	✓	✓		✓	✓
Laurel Hill	Brookfield	72			✓				
Londonberry Gardens	New London	86		✓	✓	✓		✓	✓

Community	City/Town	Units	Senior Living	Redeveloped	Manage	Own	Under Development	Preservation	Green Building Standards
Connecticut									
Mohegan Commons	Norwich	183		✓	✓	✓		✓	✓
Montarey Village	Norwalk	163			✓			✓	
Moosup Gardens	Moosup	89		✓	✓	✓		✓	
Oak Tree Village	Griswold	72			✓				
Windham Heights Apartments	Willimantic	350		✓	✓	✓		✓	✓
Winthrop Square Apartments	New London	294		✓	✓	✓		✓	✓

Community	City/Town	Units	Senior Living	Redeveloped	Manage	Own	Under Development	Preservation	Green Building Standards
New Jersey									
Carney's Point Senior Housing	Carney's Point	99	✓		✓				
Countryside Village I	Seabrook	100		✓	✓	✓			✓
Countryside Village II	Seabrook	90		✓	✓	✓			✓
Countryside Village III	Seabrook	93		✓	✓	✓			✓
Edward Sisco Village	Wayne	242	✓		✓				
Riverwalk Senior Housing	Bridgeton	80	✓		✓			✓	✓

Community	City/Town	Units	Senior Living	Redeveloped	Manage	Own	Under Development	Preservation	Green Building Standards
New York									
Carman Senior Living	Guilderland	96	✓		✓	✓			
Diamond Rock Terrace	Troy	117	✓		✓	✓			
Touraine	Buffalo	104	✓		✓	✓			
Trackside Apartment Homes	Johnstown	209	✓		✓	✓			
Woodrow Wilson	Amsterdam	100			✓	✓			

Community	City/Town	Units	Senior Living	Redeveloped	Manage	Own	Under Development	Preservation	Green Building Standards
Ohio									
Regency Square Apartments	Cleveland	66		✓	✓	✓		✓	✓
Royal Mall Apartments & Townhomes	Niles	168		✓	✓	✓		✓	✓
The Longfellow Senior Housing (52+)	Cleveland	30	✓	✓	✓	✓		✓	✓
Villa Serena Apartments	Mayfield Heights	242	✓	✓	✓	✓		✓	✓
Westway Gardens Townhomes	Elyria	300		✓	✓	✓		✓	✓

Community	City/Town	Units	Senior Living	Redeveloped	Manage	Own	Under Development	Preservation	Green Building Standards
Maryland									
Victoria Park at Walkersville	Walkersville	80	✓		✓				
Victoria Park Jaycees	Waldorf	60	✓		✓				

Community	City/Town	Units	Senior Living	Redeveloped	Manage	Own	Under Development	Preservation	Green Building Standards
Texas									
55 Fifty at Northwest Crossing	Houston	378			✓	✓			
Amistad	Donna	76			✓	✓		✓	
El Patrimonio	McAllen	192			✓	✓		✓	
El Pueblo Dorado	Pharr	176			✓	✓		✓	
La Estancia	Weslaco	128			✓	✓		✓	
Marshall Meadows	San Antonio	250			✓	✓			
Mission Del Rio	San Antonio	180			✓	✓			
Padre de Vida	McAllen	180			✓	✓		✓	
Palo Alto	San Antonio	280			✓	✓			
Park Yellowstone	Houston	210			✓	✓			
Port Royal	San Antonio	252			✓	✓			
Pueblo de Paz	Mission	200			✓	✓		✓	
The Galilean	Edinburg	208			✓	✓		✓	
Vida Que Canta	Mission	160			✓	✓		✓	

Community	City/Town	Units	Senior Living	Redeveloped	Manage	Own	Under Development	Preservation	Green Building Standards
Washington, DC									
800 Southern Avenue Apartments (formerly Park Southern Apartments)	Washington, DC	358		✓	✓	✓		✓	✓
Highland Terrace Apartments	Washington, DC	124			✓	✓		✓	✓
Maplewood Courts Apartments	Washington, DC	94			✓	✓		✓	✓
The Village at Chesapeake - Avalon	Washington, DC	60		✓	✓	✓		✓	✓
The Village at Chesapeake - Southern Court	Washington, DC	118		✓	✓	✓		✓	✓

4. Relevant Project Experience

OMA has worked for institutional clients throughout Connecticut, including housing authorities, local and state government agencies, boards of education, and non-profit housing developers. OMA has previously held on-call contracts with the Bridgeport Housing Authority and has a demonstrated track record of affordable housing projects, in accordance with HUD/CHFA funding and guidelines. Additionally, OMA has extensive experience with ADA Accessibility Guidelines, Uniform Federal Accessibility Standards, and current Uniform Building Codes, International Building Code, and City Building Code.

OMA has performed master planning services for multiple clients, including housing authorities, non-profit housing cooperatives, non-profit housing developers, boards of education, municipalities, museums, and local and state agencies. Some examples include:

- Masterplan for system wide New Haven Housing Authority vacancy specification to create building standards and ADA accessibility compliance guidelines for work completed by HA staff at unit turnover
- Capital Needs Assessments for non-profit housing cooperatives throughout the state, including Brookside Housing Cooperative in Waterbury CT, Tannery Brook Cooperative in Litchfield CT, and Rose Garden Cooperative in Hartford CT
- Masterplans for institutional clients including, the Sterling House Community Center, in Stratford CT, Norwalk Historical Society Museum, in Norwalk CT, Norwalk Housing Authority system wide roofing plan
- ADA facility assessment and masterplan for institutional clients, including New Haven Authority, Wolcott Regional Vocational Technical School in Wolcott CT, and Clover Street School in Windsor CT

OMA is licensed to practice in Connecticut, New York and Massachusetts and complies with all annually required continuing education requirements. The Principals of the firm hold professional society memberships with the National Council of Architectural Registration Boards (NCARB) and American Institute of Architects (AIA). OMA is a certified WBE/MBE/DBE.

A list of projects demonstrating experience is provided below.

Firm Experience

Project Name	Client	Scope of Services	HUD for single & multi-family housing projects	CHFA standards of design	ADA Accessibility Guidelines, Uniform Federal Accessibility Standards	Uniform Building Code, International Building Code
Veterans Home Bldg 4	CT DAS & DVA	Conversion of patient dormitories to shared accessible residential suites			✓	✓
Harrall Square Apartments	Bridgeport Housing Authority	Construction administration services	✓		✓	✓
Cherry Street Lofts	CHFA	Construction observer & lender representative		✓	✓	✓
Wolcott RVTS	CT DAS	ADA accessibility study and assessment			✓	✓
Charles Greene Homes	Bridgeport Housing Authority	Stair hall redesign study	✓		✓	✓
Charles Greene Homes	Bridgeport Housing Authority	Entry door redesign study	✓		✓	✓
Courtland Arms	CHFA	Construction observer & lender representative		✓	✓	✓
Kingswood, Waverly & Chamberlain	New Haven Housing Authority	UFAS accessibility compliance study	✓		✓	✓
Beaver Street Apartments	Connecticut Institute for Communities	Sitework improvements & deferred maintenance			✓	✓
Dutton Heights	CHFA	Construction observer & lender representative	✓	✓	✓	✓

McQueeny Towers	New Haven Housing Authority	Fire damage assessment & repairs	✓		✓	✓
Cedar Hill Apartments	HOME Inc.	Exterior & interior improvements & upgrades	✓	✓	✓	✓
Kingswood & Waverly	New Haven Housing Authority	Rehabilitation and ADA accessibility improvements to existing dwelling units	✓		✓	✓
CNA Review	CHFA	Review of three capital needs assessments		✓	✓	✓
Westhill Gardens	CHFA	Construction observer & lender representative	✓	✓	✓	✓
Scattered Site	New Haven Housing Authority	Rehabilitation and ADA accessibility improvements to existing dwelling units	✓		✓	✓
Pequonnock Apartments	Bridgeport Housing Authority	Contract document review	✓		✓	✓
Brookfield Village	CHFA	Construction observer & lender representative		✓	✓	✓
Westminster	New Haven Housing Authority	Fire damage assessment & new ADA accessible urban infill duplex	✓		✓	✓
WSCU Café Addition	CT DAS	Student center addition			✓	✓
Shostak & Elmwood	Norwalk HA	Apartment modernization and ADA compliance	✓		✓	✓
Lockwood House	City of Norwalk	Phased renovations and ADA accessibility upgrades to City museum			✓	✓

4. Relevant Project Experience

Hales Court	Westport Housing Authority	Construction administration Services	✓	✓	✓	✓
Tudor Hill	Bridgeport Housing Authority	Parking lot improvements & repaving	✓		✓	✓
Kugeman Village	CHFA	Construction observer & lender representative		✓	✓	✓
75 Union Street	Bristol Housing Authority	Exterior Improvements	✓		✓	✓
Master Vacancy Renovation Specification	New Haven Housing Authority	Custom specification written for HANH for unit turnover	✓		✓	✓
Jabez Smith House	City of Groton	Restoration study of historic building and ADA accessibility compliance			✓	✓
Valley Supportive Housing	HOME Inc.	4 scattered site rehabilitation/ADA accessibility improvements		✓	✓	✓
Brookside Cooperative Housing	Brookside Cooperative	CNA & exterior/interior renovations & improvements for ADA & non-ADA units	✓		✓	✓
Eastwood Court	CHFA	Construction observer & lender representative	✓	✓	✓	✓
City Hall	City of Meriden	Facility utilization and modernization study of City Hall, including ADA accessibility compliance			✓	✓
North State Street	HOME Inc.	Mold remediation		✓	✓	✓
Meriden Library	City of Meriden	Facility utilization and modernization study of Meriden Public Library,			✓	✓

		including ADA accessibility compliance				
122 Wilmont Crossing	New Haven Housing Authority	Mixed use senior housing, 47 units new construction	✓		✓	✓
Clover Street School	Town of Windsor	Facility study assessing code and ADA accessibility compliance			✓	✓
ADA	New Haven Housing Authority	Masterplan ADA accessibility study of 19 sites and 3000 residential units	✓		✓	✓
Trinity Street Ramp	CT DAS	Exterior access ramp to historic State Office Building			✓	✓
Howard	HOME Inc.	Adaptive re-use/conversion of historic home to ADA accessible residential youth facility			✓	✓

Project Name	Client	Scope of Services	HUD for single & multi-family housing projects	CHFA standards of design	ADA Accessibility Guidelines, Uniform Federal Accessibility Standards	Uniform Building Code, International Building Code
Headstart Program	Connecticut Institute for Communities	Interior furniture system designs			✓	✓
First Congregational Church	First Congregational Church of West Haven	Restoration study of historic structure, including ADA accessibility compliance			✓	✓
10 Dwelling Units	New Haven Housing Authority	Vacancy renovations & improvements		✓	✓	✓
Danbury Memorial	City of Danbury	ADA accessibility and rehabilitation upgrades			✓	✓
Frost Homestead	CHFA	Construction observer & lender representative		✓	✓	✓
Riverside Apartments	Ansonia Housing Authority	Adaptive use/improvements study & master plan		✓	✓	✓
Oliver Wolcott Tech H.S.	CT DAS & CT Dept. of Ed.	OCR compliance study			✓	✓
Stern Village Apartments	Trumbull Housing Authority	Roof replacement, electrical upgrades, sidewalk & flooring replacement	✓		✓	✓
92 Melrose Place	New Haven Housing Authority	Fire damage assessment			✓	✓
CIFC Pharmacy Renovation	Connecticut Institute for Communities	Interior renovation & improvements			✓	✓

Nathaniel Ely Child Care	Norwalk Housing Authority	Interior renovation of reception & child waiting areas			✓	✓
Middletown Housing	HOME Inc.	Feasibility Study		✓	✓	✓
Crawford Manor	New Haven Housing Authority	Elevator Upgrades	✓		✓	✓
Schoolhouse Apartments	CHFA	Construction observer & lender representative		✓	✓	✓
Leroy Downs	Norwalk Housing Authority	Kitchen Replacements	✓		✓	✓
Elmcroft Townhouses	New Neighborhoods Inc.	Façade evaluation & cost projections			✓	✓
War Memorial Headstart Program	Connecticut Institute for Communities	Interior renovation & sitework improvements			✓	✓
20 Dwelling Units	New Haven Housing Authority	UFAS accessibility compliance study	✓		✓	✓
82 & 102 Day Street	New Haven Housing Authority	Fire damage assessment	✓		✓	✓
76 Day Street	New Haven Housing Authority	UFAS accessibility compliance study & renovations	✓		✓	✓
Level Street Housing	HOME Inc.	Feasibility Study		✓	✓	✓
Berger Apartments	CHFA	Construction observer & lender representative		✓	✓	✓
Clinton Commons	CHFA	Construction administration Services		✓	✓	✓
197 Chatham St. & 69 Grand Ave.	New Haven Housing Authority	Site assessment, feasibility study & schematic design	✓	✓	✓	✓

Valley Street Townhouses	New Haven Housing Authority	Exterior/interior renovations	✓	✓	✓	✓
Mission Taylor Street Housing	New Neighborhoods Inc.	Renovation of existing building & new townhouses		✓	✓	✓
Multiple Fire Damages Site Evaluations	New Haven Housing Authority	Fire damage assessment	✓		✓	✓
Spooner House	Area Congregations Together	Site assessment, grant writing/funding & CD's for new construction			✓	✓
Colonial Village	Norwalk Housing Authority	New trash enclosures & roof replacement	✓		✓	✓
Town of Monroe Board of Education	City of Monroe	Flooring replacement at 4 elementary schools			✓	✓
NH Site Assessments	New Haven Housing Authority	UFAS accessibility compliance study	✓		✓	✓
Meadow Gardens	Norwalk Housing Authority	New computer lab design			✓	✓
Washington Village	Norwalk Housing Authority	Roofing & gutter replacement	✓		✓	✓
C.B. Motley Apartments	New Haven Housing Authority	Roof & exterior patio improvements & HVAC repairs/improvements	✓		✓	✓
Stern Village	Trumbull Housing Authority	New construction of maintenance facility			✓	✓
Rose Garden Cooperative Housing	Rose Garden Cooperative	CNA & pre-development loan application		✓	✓	✓
571 Central Ave.	New Haven Housing Authority	Remediation & rehabilitation	✓		✓	✓

425 Eastern & 1363 Quinnipac	New Haven Housing Authority	UFAS accessibility compliance study	✓		✓	✓
Prescott Bush	New Haven Housing Authority	Sanitary Repairs	✓		✓	✓
Tannery Brook Cooperative Housing	Tannery Brook Cooperative	Renovations & improvements for 16 dwelling units		✓	✓	✓
Fairmount Heights	New Haven Housing Authority	Exterior window replacement	✓		✓	✓
Hitchcock Place	HOME Inc.	40% CD's for CHFA funding		✓	✓	✓
Townsend Ave.	New Haven Housing Authority	Feasibility Study	✓		✓	✓
Whalley Ave.	HOME Inc.	Schematic design for office expansion		✓	✓	✓
Meriden City Hall	City of Meriden	Interior renovations/improvements			✓	✓
Cornell Scott Ridge	New Haven Housing Authority	New security system	✓		✓	✓
NCC ADA Upgrades	Norwalk Community College	Interior & exterior ADA accessibility improvements			✓	✓

Vesta and OMA propose that the principal in the proposed redevelopment be a newly formed single purpose entity owned by Vesta Corporation and O’Riordan Migani Architects LLC.

Vesta is an experienced, versatile developer and development partner accomplished in all aspects of affordable housing creation. To date, Vesta has developed over 8,000 units of affordable housing, utilizing an array of debt and equity resources. Vesta is experienced in turn-key development as well as repositioning existing properties requiring various levels of upgrades and professional management.

Bond financing has been a fundamental aspect of Vesta’s redevelopment financing since 1981, and tax-exempt bonds continue to be a critically important funding source to finance affordable housing developments. Vesta has extensive expertise with the LIHTC program, successfully working with the program since the tax credit program’s inception in 1986.

Vesta is uniquely and fundamentally structured for the acquisition, finance, and development of affordable housing. As noted by the resumes below, Vesta’s staff includes an array of highly experienced professionals such as lawyers, CPAs, MBAs, real estate experts, and construction specialists. Vesta’s staff have significant experience working with the third-party counterparts typical to a transaction such as will be required in this project, including financial institutions, federal, state and local agencies, housing finance agencies, appraisers, marketing experts, environmental experts, engineers, and various specialized contractors.

Arthur Greenblatt | President

As President and CEO of Vesta Corporation, Arthur draws upon his 45 years of industry experience. Arthur’s creative vision fuels his passion for developing high quality affordable housing that will create an environment for residents to achieve their goals. Arthur’s strength is his innovative vision and creative use of complex financial tools to solve development challenges. New business development is Arthur’s passion, for which his ability to incorporate the conflicting interests of various stakeholders is uniquely suited. Arthur was the first general counsel of the Connecticut Housing Finance Authority (“CHFA”) for which he helped create the Uninsured Multifamily Mortgage Program and was responsible for devising creative workouts for troubled projects. Prior to his CHFA tenure, Arthur specialized in real estate law with a Hartford law firm. Arthur has a J.D. from the University of Connecticut, School of Law and a B.S. from American International College.

Joshua Greenblatt | Executive Vice President

Josh leads Vesta's acquisition efforts, with the goal of making tactical additions to Vesta's portfolio. He is responsible for deal identification and negotiations with sellers, as well as lining up debt and equity to execute on transactions. Josh started at Vesta in 1998 and has been part of the company's significant growth since. He has led numerous projects, property and membership interest acquisitions and dispositions, as well as several rehabilitations. Josh is also involved in the strategic oversight of Vesta's portfolio.

Kristine Bidmead, CPA | Vice President, Corporate Controller

Kristine joined Vesta Corporation in 2000. Kristine is responsible for all corporate accounting and tax functions at Vesta, including financial reporting and controls. Kristine was previously with McGladrey, LLP where she was involved in all aspects of audit and tax work in various business sectors. Kristine has a B.S. in Accounting and Finance from Salve Regina University.

Aaron Greenblatt | Executive Vice President and Counsel

Aaron joined Vesta as Counsel in 2017. Prior to his tenure, Aaron practiced at a Connecticut law firm representing lenders and borrowers, including Vesta, in various commercial transactions, including acquisition and construction financing, bond and tax credit transactions, and traditional mortgage financing. Aaron utilizes his diverse legal background in all aspects of Vesta's business. Aaron graduated cum laude from Tufts University and has a J.D. from Brooklyn Law School.

Steven Rice | Assistant Vice President of Acquisitions & Development

Steve joined Vesta in 2013. His responsibilities include preparing analysis and financial models to analyze feasibility of potential deals, conducting due diligence, researching qualifications and application processes for various finance programs including: LIHTC, and various state and federal funding programs, and preparing documents required for equity and loan processing. Steve was previously an Acquisitions Analyst with Corridor Ventures focusing on multifamily investments. Steve holds B.S. degrees in Finance and Business Management from Arizona State University, an M.B.A. from the University of Connecticut, and a J.D. from the University of Connecticut School of Law.

Sara Leadbetter | Construction Manager

Sara joined Vesta in 2018 as Construction Manager. She is responsible for the management of all construction and large-scale property rehabilitation. Sara is integral in maintaining relationships and communication with onsite general contractors, architects and local governing agencies. Her work entails oversight of each project from pre-construction design and estimation, through onsite construction and resident relocation, to completion and re-occupation. Sara's background includes project management in

Vesta's industry experience began in 1981 when its founders undertook the financing of affordable housing transactions for cities, towns, and an array of private developers. In the mid-1980s, Vesta's predecessor began developing its own properties to ensure timely delivery of quality finished products that met its high standards. At the same time, Vesta began managing its own portfolio to bring its superior benchmarks to day-to-day operations. To date, Vesta has closed over \$1 billion of financings for the development and rehabilitation of more than 20,000 affordable housing units in 13 states, and the District of Columbia. Currently, Vesta has a development pipeline that includes 800+ apartment homes at 8 communities. Additionally, Vesta currently has two projects in active construction, one of which is the largest Vesta has ever constructed at \$89 million in total development cost, and the other of which has the most complex financing structure of any of its projects to date.

Vesta is highly experienced in all aspects of affordable housing development, finance, and management including effective use of federal, state, and local government assistance programs including:

- Low Income Housing Tax Credit Program
- Historic Tax Credits
- FHA mortgage financing
- FNMA financing
- The HOME Program
- Freddie Mac credit enhancement
- Section 8, project-based as well as certificates and vouchers
- Various HUD and other federal grant programs
- Tax-exempt bonds
- Numerous state and local financing and rental subsidy programs

Vesta Management Corporation (Vesta Management), a wholly owned subsidiary of Vesta Corporation, has the necessary expertise, experience, and track record to manage the most challenging multifamily assets. Vesta Management provides property management services for Vesta as well as an array of other owners.

Vesta Management is integral to carrying out Vesta's commitment to providing quality affordable housing and provides greater control, and thus greater protection, for residents as well as for lenders and investors. Because of Vesta Management's sound management practices and policies, Vesta's portfolio is performing extremely well, with occupancy consistently greater than 97%, positive cash flow on all properties, and substantial replacement reserves.

The foundation of Vesta Management's long-term success is its experienced team of highly skilled and dedicated professionals who have led the organization to assume a leadership role in the affordable housing industry. Vesta communities are always among the most successful and desirable sources of affordable housing in their respective markets.

Vesta Management operates all properties, owned or third-party managed, with the same care, resources, and dedication. Consistent expectations across the entire portfolio ensure successful achievement of property goals, and positively impacts owners and investors, as well as residents who choose to call a Vesta community home.

Vesta has its own in-house marketing team which ensures rapid lease-up schedules and ongoing high occupancy. Therefore, the development team will be able to leverage those resources for any property marketing needs.

Vesta currently has 14 age restricted communities in its portfolio, three of which are in Connecticut.

Vesta References

As a result of the reputation that Vesta has built over the years, it is sought after by lenders, investors, contractors, attorneys, accountants, and others to join its team. Moreover, Vesta's strengths benefit its ability to select development, legal and finance team members on various projects, allowing for the selection of participants best suited for each transaction.

Vesta has long term relationships with numerous lenders including PNC Bank, KeyBank National Association, Capital One, Wells Fargo, Bellwether Enterprise and has access to a large network of financing platforms. Vesta similarly has extensive relationships with investors and syndicators, many of which also offer debt financing options. Vesta's relationships with large debt and equity providers often allows for a streamline placement of both debt and equity with the same banking/investing entity.

GeoQuest Inc. – Environmental
Marc Casslar
(860) 243-1757

Cohn Reznick – Accounting
Bob Balchunas
(959) 200-7070

Updike, Kelly, & Spellacy – Legal
Brian Courtney
(860) 548-2665

PNC Bank - Lender
Trevor Tolbert
(585) 755-8384

Bellwether Enterprise - Lender
Tony Love
(216) 487-2931

Capital One - Lender
Evan Williams
(646) 581-3107

OMA References

Helen McAlinden, President & CEO
Homes with Hope
P.O. Box 631
Westport, CT 06881
(203) 226-3426
Helen McAlinden hmcaldinden@hwhct.org

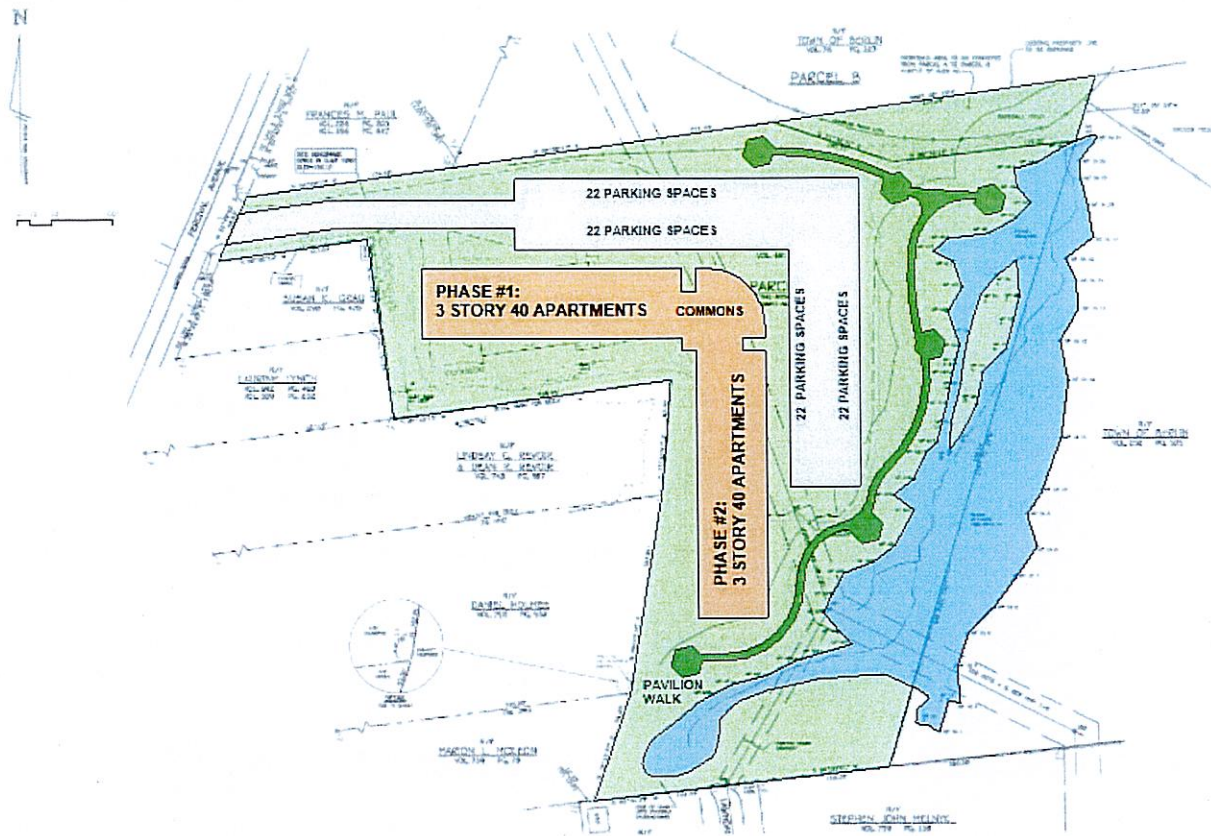
David Westmoreland, Chairman
Historical Commission, City of Norwalk
125 East Avenue, Norwalk CT 06854
(203) 866-0202
David Westmoreland dgwestmoreland@yahoo.com

Brett Hill, Executive Director, Home Inc.,
171 Orange Street, New Haven CT 06510
(203) 562-4663
Brett Hill bhill@homeinc-ct.org

David H. Barkin AIA, Chief Architect
Department of Administrative Services, Construction Services
450 Columbus Boulevard Suite 1301, Hartford CT 06103
(860) 713-5631 or (860) 922-3135
David Barkin <david.barkin@ct.gov>

Carol Martin, Executive Director
Fairfield Housing Authority
15 Pine Tree Lane, Fairfield CT 06825
(203) 366-6578
Carol Martin cmartin14@snet.net

Don Shea, Facilities Director
Town of Bethany
Bethany Town Hall
40 Peck Road
Bethany, CT 06524
(203) 393-2100
Don Shea <dshea@bethany-ct.com>



SITE FIT ANALYSIS

Phase #1 - 3 story 40 apartments 44 parking spaces + management office & community room

Phase #2 - 3 story 40 apartments 44 parking spaces

A preliminary site fit analysis is presented above. A senior facility is envisioned which would encourage an active lifestyle while allowing seniors to age in place with access to support amenities such as counselling, health screening and a vibrant social activity calendar. Building massing is envisioned as a simple 'L' configuration with two wings joined together at a central lobby space which would have a view of the conservation easement. 84 parking spaces can fit on site in the layout above providing a bit more than a 1:1 parking ratio.

The proposed price for the property is \$500,000 or \$6,250 per unit. The price would be paid in two installments, \$250,000 for phase 1 and \$250,000 for phase 2. This price would be paid simultaneous with the closing on the financing for each phase of the development.

The proposed plan is presented with standard financing contingencies. If selected, Vesta and OMA would work collaboratively with the Town to overcome any obstacles such as environmental issues and financing hurdles, and to reach a consensus on the appropriate level of tax burden for the property to achieve the desired development.

Based on experience with similar developments, Vesta and OMA expect that it will take between 12 and 24 months to close on the financing for 143 Percival Avenue from the time of entering into an initial agreement with the Town. The estimated construction period for each phase is 12 months.

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 3, 2024

SUBJECT: Move to enter into an agreement and permitting with Water and Wetland LLC for the treatment of invasive species

SUMMARY:

The Berlin Parks and Grounds Department is requesting to waive the bidding process for Water & Wetland LLC for the installation and removal of fountains at Veterans Park on a yearly basis including permitting and treatment of several invasive species such as water chestnut, milfoil coontail on three waterways throughout the Town of Berlin. The bid waiver is being requested for the purpose that Water & Wetland LLC has obtained the state permitting and is familiar with these waterways and the installation of the new fountains at Veterans Park. The funds are available in the 2024/2025 budget in the amount of \$27,000 out of two accounts 001.25.2545.0.53932.00000 \$25,000 and 001.25.2545.0.53204.00000 \$2,000.

FUNDING:

- Waterways Treatment 001.25.2545.0.53932.00000 \$25,000
- Labor Services 001.25.2545.0.53204.00000 \$2,000

ACTION NEEDED:

Move to waive the Town's bidding procedure for Fiscal Year 2025 to Water & Wetland LLC, in the amount of \$27,000 for yearly service, installation, and removal of fountains at Veterans Park including permitting, and treatment of invasive species at several waterways throughout town as this is in the best interest for the town.

ATTACHMENTS:

- 1) Sufficiency of funds
- 2) Posted sign

PREPARED BY:

Steven T. Wood, Superintendent of Parks and Grounds

SW



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 11-Jun-24

Purchase Item or Contract: Install and removal of Fountains at Vet. Park		Requested by: Steve Wood	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Install and removal of Fountains at Vet. Park	\$2,000.00	\$2,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$2,000.00

Account No. 001.25.2545.0.53204.00000- Labor Services

Budgeted Amount.....	\$80,000.00	Available balance.....	\$80,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$2,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$78,000.00

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:

Devin C. Conroy
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



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 11-Jun-24

Purchase Item or Contract: Install and removal of Fountains at Vet. Park		Requested by: Steve Wood	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Install and removal of Fountains at Vet. Park	\$25,000.00	\$25,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$25,000.00

Account No. 001.25.2545.0.53932.00000- Waterway Treatment

Budgeted Amount.....	\$27,500.00	Available balance.....	\$27,500.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$25,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$2,500.00

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:

Deane C. Conway
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

CAUTION

PAPER GOODS POND TO BE TREATED WITH PESTICIDE ON MONDAY, JULY 11, 2022

Pesticide Name(s): CLEARCAST
CLIPPER

Time To Be Treated: 8:00AM-3:00PM

CT DEEP PERMIT #: AQUA-2021-470

**DO NOT USE THE WATER FOR THE FOLLOWING
PURPOSE(S) UNTIL THE DATE NOTED BELOW:**

DIRECT DRINKING AND COOKING	7/14/2022
BOATING, FISHING AND SWIMMING	7/12/2022
WATERING OF LIVESTOCK	7/12/2022
IRRIGATION	7/16/2022

FOR FURTHER INFORMATION, CONTACT:



Water & Wetland, LLC
Upton, MA
(888) 493-8526
info@waterandwetland.com

**THIS SIGN MUST REMAIN POSTED FOR 7 DAYS AFTER
TREATMENT OR UNTIL THE LATEST DATE ISSUED ABOVE**

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: June 6, 2024
SUBJECT: Home Care and School Healthcare Workers of Unit #20 Union Contract

SUMMARY:

- An agreement between the Town of Berlin and the Home Care/School Healthcare Workers has been made. The Union has unanimously voted to approve the contract.
- The length of this agreement is from July 1, 2024 – June 30, 2027.
- Notable changes to this new contract:
 - Section 4.11 – Added MOU language:

Additional Duties

Effective October 1, 2021, it is agreed that no school nurse with twenty (20) or more years of seniority with the Town of Berlin will be subject to the provisions of Article 4.11. In particular, no such school nurse will be required to assist with Home Care cases or participate in any training to assist with such cases.

- Section 8.1 – Updated wage increases:

Compensation

As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule, which is attached to and made a part of this Agreement as Appendix A-2. The wage increase for each year of the contract is as follows: *Year 1 – 3.00%, Year 2 – 3.25%, Year 3 – 3.25%*. In cases of emergency, the payday may be moved no more than two (2) business days following the emergency.

- Section 12.3 – Revised language:

Vacations

All vacation time shall normally be taken in the Fiscal Year (July 1 through June 30) in which it is earned. However, up to two weeks of that year's vacation time may be carried over into the new year and must be used through *June 30th*. ~~Exceptions shall be made in the sole discretion of the Town Manager, and shall not be subject to the grievance or arbitration provisions of this Agreement.~~ School staff must use their accumulated time prior to the end of the fiscal year. There is no carryover of vacation for school staff.

~~School nurses hired on or after September 1, 2015, shall not be able to utilize vacation days during school days, except in the event that school is cancelled.~~

School nurses hired on or after September 1, 2015 may request vacation time-off but shall be granted or denied at managements discretion and must be approved by the Department Director/Supervisor. The parties recognize the importance of staggering vacations and will cooperate to the fullest to achieve this end.

The Human Resources department is requesting Town Council approval of this union contract.

ACTION NEEDED:

Move to approve and authorize the Town Manager to enter into a contract with the Home Care and School Healthcare Workers of Unit #20 from July 1, 2024 through June 30, 2027.

ATTACHMENTS:

Union Contract

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)



AGREEMENT BETWEEN
THE TOWN OF BERLIN, CONNECTICUT

And

HOME CARE and SCHOOL HEALTH CARE WORKERS of
BERLIN
UNIT #20

CONNECTICUT HEALTH CARE
ASSOCIATES NATIONAL UNION OF
HOSPITAL AND HEALTH CARE
EMPLOYEES, AFSCME

JULY 1, 2024 – JUNE 30, 2027

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AGREEMENT

This Agreement is entered into by and between the Town of Berlin, Connecticut (hereinafter referred to as the "Town") and the Home Care and School Health Care Workers of Berlin, Unit #20, Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union").

As used herein, "Town" refers to the Town of Berlin and its agencies and departments. "Employees" as used herein, refers to members of the bargaining unit defined under Article 1 of this Agreement.

All references to employees in this Agreement designate both sexes and whenever a gender is used, it shall be construed to include male and female employees.

Now, therefore, in consideration of the mutual obligations contained herein, the parties agree as follows:

Article I RECOGNITION

- 1.1 The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all Registered Nurses, Home Health Aides, and School Health Aides employed by the Town of Berlin and any other classifications deemed appropriate to this bargaining unit by mutual agreement or decision of Board of Labor Relations, excluding supervisors, professional employees, per diem employees and all others excluded by virtue of the provisions of the Connecticut Municipal Employees Relations Act.

Article 2 UNION MEMBERSHIP

- 2.1 The deductions shall be made each payday and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made as soon as practicable after the first of each month.
- 2.2 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reasons of action taken by the Town for the purpose of complying with the provisions of this Article.

Article 3
TOWN RIGHTS

- 3.1 Unless expressly and specifically limited, modified, abridged, or relinquished by specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulation with respect to members of the Town's Departments, shall remain vested exclusively in the Town of Berlin, including but not limited to the following: determine the standards of services to be offered by Town Departments; determine the standards of selection for Town employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine work schedules; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities. All of the above rights, responsibilities and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.
- 3.2 Either parties' failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude either parties from exercising the same in some other way not in conflict with the provisions of this Agreement.

Article 4
HOURS OF WORK AND OVERTIME

- 4.1 The regular workweek shall consist of and be scheduled as follows:
- A. Home Care Nurses 8:00 a.m. - 4:00 p.m.
1/2 hour lunch (unpaid)
 - B. Home Health Aides 8:00 a.m. - 3:30 p.m.
20-minute lunch (paid)

Home Health Aides hours may be adjusted based on patient need at the discretion of the Administrator and with the availability of the Home Health Aide.
 - C. School Nurses
1/2-hour lunch (paid/on-call)
 - 1. Working hours shall follow each school's opening and closing schedule with nurses- times of arrival and/or departure being fifteen (15) minutes before and/or after the opening and/or closing of school.

2. In the event that the school day is increased, the school nurse's workday shall be increased accordingly.
3. School nurses shall be assigned one (1) day following the close of the school year and six (6) days prior to the opening of the school year for administrative responsibilities. School aides shall be assigned two (2) days prior to the school year for administrative responsibilities.
4. Travel time between buildings for school personnel required to work in more than one school in a day shall be considered time worked.

D. Health Room Aides

Willard	8:30 a.m. - 2:30 p.m. (M-F)
Griswold	8:30 a.m. - 2:30 p.m. (M-F)
Fulltime Float	Assigned where needed (M-F)

- 4.2 All bargaining unit employees who actually work in excess of eight (8) hours in any one day or forty (40) hours in any one week will be paid at the rate of time and one-half (1 1/2) the regular hourly rate for such hours. In no instance shall overtime be paid more than once for any such hours. Those nurses who are required to attend field trips that continue beyond the school day or more than one (1) day will be paid at the rate of straight time for the first eight (8) hours of the day. They shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate for the remaining hours of the day that they are actively working. A separate time record will be kept by the nurse documenting all hours worked and submitted at the end of the field trip.

Overtime hours (i.e. hours greater than assigned daily schedule) must be approved by the Agency Administrator or designee prior to the overtime being worked.

- 4.3 The Town shall determine when overtime shall be worked, based upon operational requirements. In the event that all qualified employees decline to work overtime, the least senior of those employees must perform such overtime work for the period scheduled.
- 4.4 The Town will endeavor to give employees up to twenty-four (24) hours notice of overtime work wherever possible, except that failure by the Town to give such notice shall not excuse employees from such work or from compliance with other provisions of this Article concerning overtime work.
- 4.5 A non-salaried employee who is required to work on Saturdays, Sundays or holidays shall receive one and one-half (1 1/2) times her regular hourly rate for such work.
- 4.6 The Town will make reasonable efforts to distribute overtime equally. Such overtime shall be paid no later than the next available pay period. In no instance shall overtime be paid more than once for any such hours.

- 4.7 The Town will make reasonable efforts to distribute the scheduling of Holiday assignment equally between all nurses.
- 4.8 Compensatory time off or pay is given to the nurse for work on Saturday, Sunday or holidays.
- A. Compensatory time can be accumulated up to seventy-five (75) hours.
 - B. Compensatory time must be taken within one (1) year. If compensatory time is not taken within one (1) year, then it shall be paid as part of the employee's regular payroll at the rate in which it was accrued.
 - C. Compensatory time off shall be scheduled based on the Agency's staffing requirements.
 - D. Time worked on Saturday, Sunday or holidays will be paid at one and one-half ($1\frac{1}{2}$) times the regular hourly rate for such hours. Home health workers have the option to complete Monday through Friday work assignments outside of the normal work schedule in the event of severe storm forecasts. Such work shall not create any overtime costs and is in lieu of the regularly scheduled hours.
 - E. Employees who work in excess of forty (40) hours in any one (1) week will be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate for such hours.
- 4.9 The Union shall be given a quarterly list of all employees' overtime hours and the hourly rate paid to employees upon request.
- 4.10 Employees who are required by their supervisor to remain on duty during lunch shall be compensated for such time at the applicable rate.
- 4.11 Additional Duties

Upon request, Home Care and School nurses shall provide scheduling availability to the Director for weekend, summer, vacation and holiday home care coverage twelve (12) months per year. In cases where the Town is unable to fill assignments through these means and per diems are not available, assignments shall be rotated through the seniority list from the least to most senior employee.

Effective October 1, 2021, it is agreed that no school nurse with twenty (20) or more years of seniority with the Town of Berlin will be subject to the provisions of Article 4.11. In particular, no such school nurse will be required to assist with Home Care cases or participate in any training to assist with such cases.

School nurses shall be scheduled for summer Home Care and summer School Programs. If nurses are scheduled for additional duties and are not required to work, the Town will notify the nurse within twenty-four (24) hours of the shift. In the event notice is not provided within twenty-four (24) hours of the shift, nurses shall be compensated in the amount of twenty-five dollars (\$25.00) for each day not worked.

4.12 Weekend on Call

- A. Whenever a School Nurse serves as weekend on-call she shall receive the appropriate home care rate of pay.
- B. Nurses assigned to weekend first/admin on-call duty and second on-call duty will be compensated at the rate of fifty dollars (\$50.00) for each day of such assignment.
- C. Nurses assigned to first on-call duty on a designated holiday will be compensated at the rate of one hundred dollars (\$100.00) for each assignment.

4.13 Administrative On-Call

- A. Home Care nurses are daily responsible for 4:00 PM to 8:00 AM on-call duties on a weekly rotating basis with the aid of Telecommunications.
- B. Administrative on-call nurses shall be compensated two hundred seventy-five dollars (\$275.00) for each week assigned to on-call duty.
- C. Administrative on-call nurses who need to make a field visit, for example, either for direct patient care or personnel supervision, shall be compensated \$10.00 for the visitation plus one and one-half (1½) times the regular hourly rate for time spent making the call.

4.14 Staff Meetings

There shall be staff meetings two (2) times per year when all classifications of employees (RNs, aides) would be present.

Article 5
PROBATIONARY PERIOD

- 5.1 No employee shall attain seniority or other rights or benefits under this Agreement until they have been continuously on the payroll of the Town for a probationary period of one hundred and eighty (180) calendar days. During such period, the employee may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, her seniority shall date back to her original hiring date. All employees who are promoted shall be on a probationary period for a period of ninety (90) days. Upon successful completion of the promotional probationary period, employees shall be permanently appointed to the new position.

- 5.2 The Town will provide each employee in the bargaining unit a copy of this Agreement within thirty (30) days after the date of execution of same, and new employees shall receive a copy of this Agreement at the time of hire.

Article 6
SENIORITY

- 6.1 Seniority is hereby defined as the relative length of an employee's continuous employment in the bargaining unit on a regular, full-time basis by the Town of Berlin. An employee's earned seniority shall not be lost due to absence from work caused by layoff, illness or authorized leave of absence.
- 6.2 For the purpose of layoff, recall, promotion or transfer within the bargaining unit only, employees shall also accumulate seniority within their respective departments of employment. In the event of a permanent layoff: the employees youngest in service shall be laid off first by department; provided, however, that the remaining employees in the department will be capable of performing the work available. In the event of recall from layoff, employees shall be called back by department on the basis of seniority, starting with the most senior employee, provided they are able to perform work available. In cases of promotion, the most qualified employee shall be selected provided that where ability to perform the work is equal, priority shall be given to the senior employee. The Town shall be the sole judge of the qualification of an employee to perform the required work.
- 6.3 The Town agrees to furnish the Union with a seniority list showing the bargaining unit members, together with the length of service of such employees within their respective departments of employment, upon request.
- 6.4 Upon layoff, employees shall be placed on a recall list for a period not to exceed one (1) calendar year. Employees shall lose all seniority rights if they remain on the recall list for a period in excess of one (1) calendar year or if they fail to report to work within ten (10) days after notice of recall is sent by certified mail to the last home address on file with the Town.
- 6.5 Laid off full-time employees with the most seniority shall be rehired first, provided they can perform the work available and no new employees shall be hired until all laid off employees have been given an opportunity to return to work, provided they can perform work available.

Article 7
PROMOTIONS

- 7.1 All vacancies and new positions in the bargaining unit shall be posted on the Town's website, on the Union bulletin board and sent out via email to all active union members. Employees shall be allowed seven (7) full working days from the date of posting to apply for such vacancy or new position. The Town shall refrain from recruiting outside applicants during this period.
- 7.2 If, in the sole discretion of the Town, there are two (2) employees having equal qualifications, the most senior employee shall be advanced. Nothing herein contained shall guarantee that vacancies and new positions will be filled from within the bargaining unit.
- 7.3 In the event that the vacancy cannot be filled within the unit, the position may be advertised outside.
- 7.4 An employee performing temporary services in a position classified higher than the employee's own shall be paid at the step on the wage scale for the higher position which is the same as the step the employee had attained on the wage schedule for the employee's regular position.
- 7.5 If a budgeted bargaining unit position is filled temporarily by a non-bargaining unit member, the pay rate shall be the entry-level rate for the position until permanent appointment is made. No seniority rights shall accrue for temporary employees and no benefits shall be provided to temporary personnel.

Article 8
COMPENSATION

- 8.1 As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule, which is attached to and made a part of this Agreement as Appendix A-2. The wage increase for each year of the contract is as follows: Year 1 – 3.00%, Year 2 – 3.25%, Year 3 – 3.25%. In cases of emergency, the payday may be moved no more than two (2) business days following the emergency.
- 8.2 Employees hired on or before July 1, 2015 shall, in addition to their regular pay, receive longevity pay in accordance with the following schedule effective upon execution of this Agreement:
- | | |
|--------------------------|------------|
| After five (5) years | \$600.00 |
| After ten (10) years | \$800.00 |
| After fifteen (15) years | \$1,050.00 |
| After twenty (20) years | \$1,200.00 |

- 8.2 Upon becoming eligible for longevity pay such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive longevity pay in two payments on the paydays following December 1 and June 1. Longevity shall be paid only as earned and not in advance.
- 8.3 Employees shall be paid on a bi-weekly basis beginning July 1, 2016, by mandatory direct deposit to the employee's designated bank accounts.

Article 9
INSURANCE

- 9.1 Effective July 1, 2018, employees working at least thirty (30) hours per week, and their dependents, are eligible to participate in the insurance benefit plan set forth and agreed to by the Town and the Union in Appendix C. Provided, however, that all employees hired prior to July 1, 2018, working at least 28 hours per week, may continue to participate in said insurance benefit plan as grandfathered exceptions. No employee hired after July 1, 2018, who works less than thirty (30) hours per week, shall be eligible for health insurance benefits. Employees working less than thirty-seven and a half (37.5) hours per week, shall pay a pro-rated cost share, based on hours worked, for health insurance benefits.
- 9.2 Disability Insurance providing income of 66 2/3 % of base weekly wage per week to a maximum of \$600 per week in the event of disability with a thirteen (13) week maximum.
- 9.3 The Town shall provide Long-Term Disability insurance coverage. Such coverage shall be 50% of base pay (minimum \$100 monthly benefit maximum \$5,000 monthly benefit) less necessary and appropriate deductions.
- 9.4 Group Life Insurance for each employee in the amount equal to her annual wage rounded up to the nearest \$ 1,000, with a minimum of \$10,000 and a maximum of \$100,000.
- 9.5 Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars.
- 9.6 Any bargaining unit member who shall suffer personal injury in the course of employment with the Town, and who shall be eligible for weekly payments under the Worker's Compensation Act, shall be paid by the Town the monetary difference between the employee's net weekly straight time wages and benefits payable under the Act for a period not to exceed six (6) months. Absence during such injury shall not be charged to an employee's earned time (vacation, sick leave, etc.).

- 9.7 The Town will continue to provide the benefits enumerated in this Article to all retired employees and their eligible dependents until age 65: the full cost of such continuance shall be paid by the retiree.
- 9.8 The provisions relating to the Health Insurance Waiver are set forth in the Coalition Agreement on Insurance and Pension Benefits, attached hereto.
- 9.9 The Town reserves the right to change insurance carriers as long as the benefits and coverage remain substantially equivalent to those enumerated in this Agreement. If the Town does change carriers, it shall notify the Union as soon as possible, but no later than thirty (30) days in advance of such change.
- 9.10 Employees on Short Term Disability, FMLA leave, or those on Workers Compensation leave shall pre-pay his or her portion of the health premium on a monthly basis.
- 9.11 The Town of Berlin shall continue its practice of providing malpractice insurance for all nurses.
- 9.12 The parties agree to the provisions regarding the excise tax on health insurance plans, or Cadillac Tax, as set forth in the Coalition Agreement on Insurance and Pension Benefits and side letter, attached hereto.

Article 10
PENSIONS

- 10.1 The provisions relating to the Pension are set forth in the Coalition Agreement on Insurance and Pension Benefits attached hereto.

Article 11
HOLIDAY PAY

- 11.1 The following shall be recognized as paid holidays irrespective of the day on which they fall and all employees shall receive a regular day's pay at their regular straight time hourly rate.

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Day Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Juneteenth (June 19 th)	

Employees hired before July 1, 2018 shall receive three (3) floating holidays as approved by department head between July 1st and June 30th - no accrual from year to year.

Employees hired on or after July 1, 2018 shall receive two (2) floating holidays as approved by department head between July 1st and June 30th - no accrual from year to year.

New employees hired between July 1st and December 31st shall receive two (2) floating holidays upon hire; new employees hired between January 1st and June 30th shall receive one (1) floating holiday upon hire.

Holidays which fall on Saturday shall be observed on the preceding Friday:

Holidays which fall on Sunday shall be observed on the following Monday.

Only an employee who works on Easter Sunday and any holiday that falls on a weekend that is celebrated by the Town on the Friday prior or the Monday after shall be paid at one and one-half (Ph) times her regular rate, receive an additional twenty-five dollar (\$25.00) payment, and be entitled to an additional seven and one-half (7.5) hours of compensatory time.

- 11.2 Homecare staff hired before July 1, 2018 shall be eligible for four (4) paid personal days to conduct business that may not be transacted during working hours. Homecare staff hired on or after July 1, 2018 shall be eligible for three (3) paid personal days to conduct business that may not be transacted during working hours.

New homecare staff hired between July 1st and December 31st shall receive three (3) paid personal days upon hire; employees hired between January 1st and June 30th shall receive one and one half (1.5) paid personal days upon hire.

School personnel hired before July 1, 2018 shall be eligible for three (3) paid personal days to conduct business that may not be transacted during working hours. School personnel hired on or after July 1, 2018 shall be eligible for two (2) paid personal days to conduct business that may not be transacted during working hours.

New school staff hired between July 1st and December 31st shall receive two (2) paid personal days upon hire; employees hired between January 1st and June 30th shall receive one (1) paid personal days upon hire.

- 11.3 In order to qualify for holiday pay, employees must have worked the last five (5) hours of the last scheduled work day preceding the holiday, and the first five (5) hours on the first scheduled work day succeeding the holiday, unless excused by their immediate supervisor.

- 11.4 If a holiday occurs while an employee is on vacation leave, the holiday will be considered as a paid holiday and not a vacation day.
- 11.5 All earned and accrued personal and sick time of employees provided by this Agreement may be used in increments of one half (1/2) hour.
- 11.6 An employee who works on a holiday shall be paid time and one-half (1 1/2) for all hours worked, plus holiday pay, except as otherwise provided herein.
- 11.7 School Health Aides shall receive holiday pay only for those holidays which fall within the school year.

Article 12 VACATIONS

- 12.1 Regular full-time and part-time employees shall receive vacation pay at their straight time hourly rate at their normal weekly salary, exclusive of overtime, for each week in accordance with the following schedule:

NEW HIRES (hired on or after July 1, 2022)

New employees hired between July 1st and December 31st shall receive five (5) days of vacation upon hire, which can be used after successful completion of their probationary period.

New employees hired between January 1st and June 30th shall receive ten (10) days of vacation on July 1st, which can be used after successful completion of their probationary period.

CURRENT EMPLOYEES (hired prior to July 1, 2022)

<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION ON JULY 1st</u>
Less than five (5) years	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

- 12.2 In the mutual effort to promote harmony and understanding, employees shall request vacation time as far in advance as practicable, and supervisors shall approve such requests within two (2) weeks. When the operational requirements of the Town preclude the approval of a specific request, the employee shall have such reasons for denial clearly explained, and every effort shall be made by employee and supervisor to agree upon an alternative vacation period. When necessary, preference as to time of taking vacation shall be given to employees of greater seniority.

- 12.3 All vacation time shall normally be taken in the Fiscal Year (July 1 through June 30) in which it is earned. However, up to two weeks of that year's vacation time may be carried over into the new year and must be used through June 30th. School staff must use their accumulated time prior to the end of the fiscal year. There is no carryover of vacation for school staff.

School nurses hired on or after September 1, 2015 may request vacation time-off but shall be granted or denied at managements discretion and must be approved by the Department Director/Supervisor. The parties recognize the importance of staggering vacations and will cooperate to the fullest to achieve this end.

- 12.4 During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allocated on the July 1st, which begins said fiscal year.
- 12.5 Vacation time periods may start and end any day of the week desired by the employee. Subject to Paragraph 12.2 above.
- 12.6 In the event an employee is ill during a vacation period, such time shall not be charged to vacation leave but to sick leave, providing the employee presents a medical certificate to the Town verifying illness.
- 12.7 Upon termination of employment with the Town in good standing, employees hired prior to September 18, 2018 shall be paid for accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased, to the employee's estate). Employees hired on or after September 18, 2018 shall be paid for unused vacation time and such payment shall be paid to the employee (or if deceased to the employee's estate).

In no event shall any vacation payout exceed five (5) weeks of pay. For employees hired on or after September 1, 2015, such payment shall be capped at three (3) weeks of pay.

- 12.8 School personnel shall not be compensated for hours not worked due to school vacations or closings due to emergencies, which shall include inclement weather.
- 12.9 School personnel shall suffer no loss of pay when schools are dismissed early or delayed opening due to inclement weather or emergencies.
- 12.10 Board of Education half day early dismissal, parent conference or professional development days shall be used by school health staff to attend staff meetings, professional development, or to work in their respective health office or as designated by the Administrator and Supervisor of Clinical Services and/or his or her designee. Upon approval of their supervisor, school health staff may elect to use accrued vacation time for this time. The Administrator or designee will determine the number of nurses, if any, allowed to have this time off.
- 12.11 There shall be no advance vacation pay.

Article 13
SICK LEAVE

- 13.1 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered a privilege which an employee may use at his discretion. Sick leave shall be allowed for lost time for medical, optical or dental appointments during workday hours as approved by the Supervisor. Sick leave shall be used in increments of at least one-half (1/2) hour.

No more than ten (10) sick days per year may be used to care for the illness of an immediate family member who is residing in the employee's household. Immediate family members are defined as mother, father, sibling, spouse and/or child. Members may use up to 5 of those 10 family sick days for an immediate family member who is not domiciled in the employees' household. Should the illness of an immediate family member qualify for FMLA, the member will not be limited to the (10) sick days per year in order to care for the immediate family member. The member will be permitted to utilize any/all of their accrued sick leave under the approved FMLA leave.

- 13.2 Regular home care employees shall earn sick leave credits at the rate of one and one quarter ($1\frac{1}{4}$.) normal work day for each month of the year. School Nurses working during July and August shall receive sick time prorated upon the number of weeks that the employee works. Sick leave may be cumulative to one hundred fifty (150) days. There shall be no accrual of sick leave if an employee is out on short- or long-term disability or is receiving workers' compensation. There shall be no payout of sick leave.
- 13.3 For any absence for which sick leave is claimed, notice must be given on the scheduled work day to the Administrator, Supervisor of Clinical Services or the Administrative On-Call Nurse two (2) hours prior to the starting time. The Town may require evidence of eligibility in the form of a physician's certificate for sick leave when an employee has been absent for three (3) consecutive days or more or when there is reason to suspect abuse of sick leave. Such certificate shall state that there is an illness or injury and the expected duration of absence.
- 13.4 The Town reserves the right to require the employee to submit to a physical examination by a doctor of the Town's choice and at the Town's expense.
- 13.5 Regular part-time employees shall earn sick leave on a pro-rata basis 111 accordance with the schedule set forth above.

Article 14
LEAVE OF ABSENCE

- 14.1 Leaves of absence without pay with position held may be granted by the Town Manager for a definite period not to exceed one (1) year. Application for such leave of absence must be made in writing to the employee's Department Head stating the reason for the request and the length of time desired. The Department Head shall make a recommendation to the Town Manager to approve or deny the request. During periods of approved leave of absence without pay, employees may elect to continue participation in the Town's health insurance plan subject to the employee contribution 102% or the COBRA costs associated with such participation. Additionally, all other contractual benefits shall cease during the period of approved leave of absence, including but not limited to vacation accrual, seniority, sick leave accrual, and holiday payments.
- 14.2 Paid Leave for jury duty shall be granted upon presentation of summons for such duty. Payment for jury duty, excluding meal and travel allowance, shall be reimbursed to the Town. If the jury is excused during the normal workday, the employee will immediately return to work in accordance with his/her normal work schedule.
- 14.3 Benefits will not accrue during periods of unpaid leave of absence.

Article 15
BEREAVEMENT LEAVE

- 15.1 Special leave of absence of up to a maximum of five (5) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Spouse, Sister or half-sister, Child or Step-Child, Brother or half brother, Parent.
- 15.2 Special leave of absence of up to a maximum of three (3) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Mother-in-law, Father-in-law, Step-parent, Step-brother, Step-sister, Grandchild, Grandparent, Other relative domiciled in employee's household.
- 15.3 Special leave of absence of up to a maximum of two (2) consecutive working days with pay shall be granted an employee for the purpose of funeral attendance in the event of death of the employee's: Niece, Nephew, Sister-in-law, Brother-in-law, Aunt, Uncle, Daughter-in-law, Son-in-law, if the decedent's funeral is out of state: otherwise such leave shall be one (1) day.
- 15.4 The Town may require proof of death before granting special leave under Paragraphs 15.1, 15.2 and 15.3 above.

Article 16
DISCHARGE AND DISCIPLINE

- 16.1 No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause.
- 16.2 All disciplinary actions may be appealed through the established grievance procedure except as provided in Article V of this Agreement.

Discipline shall normally proceed in the following order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

The parties recognize and agree that certain infractions of a serious nature require immediate serious disciplinary action without recourse to progressive discipline.

In the event that a verbal warning is issued, said verbal warning will not be used in progressive discipline if the employee completes one (1) full year without further discipline.

In the event that a written warning is issued, said warning will not be used in progressive discipline if the employee completes two (2) full years without further discipline.

Article 17
GRIEVANCE AND ARBITRATION

- 17.1 Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement it shall be settled in the manner detailed below. The purpose of this procedure is to secure, at the lowest possible administrative level equitable solutions to the grievances, which may from time to time arise affecting the welfare or working conditions of employees.

STEP ONE: The Union Steward and the aggrieved employee shall present the grievance in writing to her immediate supervisor not later than ten (10) working days after the occurrence of the incident giving rise to the grievance. The grievance must set forth the specific section of the Agreement involved. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee and the steward and/or the president who shall attempt to settle it within ten (10) working days. A written response shall be submitted to the employee and the steward within the five (5) working days after the discussion.

STEP TWO: If the employee or the Union is not satisfied with the supervisor's Step One response, the grievance may be submitted to the appropriate department head within ten (10) working days thereafter. If submitted, the grievance shall be discussed with the employee and a steward of the Union and the Department Head who shall attempt to settle it within ten (10) working days. A written response shall be submitted to the employee and the steward within the ten (10) working days after the discussion.

STEP THREE: If the employee or the Union is not satisfied with the Department Head's Step Two response, grievance may be submitted to the Town Manager or his or her authorized representative. The Town Manager shall meet with the Union and provide a written answer to the grievance. In the event they are unable to settle the grievance within ten (10) working days of the submission, it may be submitted by the Union for arbitration as provided below.

- 17.2 STEP FOUR: ARBITRATION. In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to arbitration at the State Board of Mediation and Arbitration. The request for arbitration must be in writing and be filed with the State Board of Mediation and Arbitration not later than thirty (30) days after the written answer of the Town's designated representative in Step Three is given to the Union. Within twenty (20) days of notice to the Town of the Union's submission to arbitration, the Town may elect and pay for full costs of American Arbitration Association (AAA) arbitration.
- 17.3 The arbitrator's award shall be final and binding as provided by law, but he shall not have power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement.
- 17.4 The fee and expenses of arbitration at the State Board of Mediation and Arbitration, excluding legal fees, shall be borne equally by the parties.
- 17.5 Any grievances not submitted to a higher step in the grievance procedure within the specified time limits provided above shall be deemed settled on the basis of the decision of the Town in the last step in which the grievance was discussed and shall not be subject to further processing.
- 17.6 By mutual agreement, the parties may submit a grievance for expedited arbitration at the Connecticut State Board of Mediation and Arbitration.
- 17.7 Days as referred to in this Article exclude Saturdays, Sundays and designated holidays.

Article 18
UNION BUSINESS

- 18.1 The Town shall allow time off without loss of pay or benefits up to a total of twenty-one (21) hours per calendar year for officers for Union business limited to attendance at conventions or educational conferences. The Union shall notify the Town Manager's office in writing of time and locations of such events, five (5) days in advance and not more than one (1) officer per Town Department shall be off at any one time. Such leave may be taken in one-hour increments.
- 18.2 Members whose attendance is required shall suffer no loss of pay or benefits for time spent attending meetings with the Town, or hearings scheduled by the State Board of Labor Relations, or Board of Mediation and Arbitration.
- 18.3 No more than four (4) members of the Union shall be allowed work release time, with pay, for the purpose of contract negotiations. Meetings shall be scheduled alternatively on town time and personal time.
- 18.4 The Union President or Steward shall be allowed to leave her work station for the purpose of investigating matters relative to the terms and conditions of this Agreement, provided, however, that such work release time is subject to approval of the VNA Director or, in the Director's absence, the Town Manager. Requests for work release time for the purpose stated herein shall not be unreasonably denied.

Article 19
MISCELLANEOUS PROVISIONS

- 19.1 The Town agrees to provide the Union with a bulletin board located in the Employee's Lounge for the posting of notices pertaining to Union affairs. The Union may utilize the interoffice mail system for distribution of Union mail with the permission of the Town Manager, which shall not be unreasonably denied.
- 19.2 The Town shall furnish each employee with a copy of this complete Agreement.
- 19.3 The Town shall provide written notice within ten (10) days to the Union President of all personnel changes, including terminations, new hires, transfers, promotions and leaves of absence, via Payroll Change Notice.
- 19.4 The Union acknowledges that the Town Manager has sole discretion for determining any weather-related late openings or early closings and sole discretion in deciding whether employees shall be charged accrued time for such lost hours of work. The Town agrees that these decisions shall not be left to individual department heads, but shall be made by the Town Manager and consistently applied to all bargaining unit members.

19.5 Uniform Allowance

- A. Nurses and Aides shall receive a three hundred and fifty dollar (\$350.00) clothing and shoe allowance each fiscal year.
- B. AU receipts must be submitted no later than the end of the month following the date the expense was incurred and will be paid in the next available pay period.
- C. All receipts must be submitted no later than May each fiscal year.
- D. All employees shall be required to wear agency approved uniforms.

19.6 School Personnel Responsibilities

- A. School personnel shall not be assigned clerical responsibilities by school administrators, such as pupil attendance and tardiness monitoring, tardy classroom passes, lunch room orders for tardy students, or any other task not deemed related to the operation of the health room in collaboration with the Agency Administration.
- B. School late openings or early closings shall be determined by the Board of Education Administrator.
- C. Each School nurse shall be responsible for maintenance of the health room supply account budget, ordering and inventory of supplies in their school.

19.7 The Town of Berlin shall reimburse each nurse annually for the State nursing license fee.

19.8 The Town shall furnish each home care employee with a cell phone to be used for agency business and any other Town business.

Article 20
ACCESS TO INFORMATION

The Town agrees to provide to the Union upon adequate notice, materials and information pertinent to the proper administration of this Agreement or its successors.

Article 21
EMPLOYEE REVIEW OF OFFICIAL PERSONNEL RECORDS

21.1 Employees desiring to review their official personnel records will be permitted to do so by scheduling an appointment with the Director of Human Resources.

21.2 The employee will be afforded the opportunity to put on record any statement she wishes to make about unfavorable information contained in the official records. Any statement must be submitted within thirty (30) calendar days of receipt of correspondence per Paragraph 21.3 below. It is further agreed that any material, which has not been disclosed to the employee, cannot be used as a basis for disciplinary action.

- 21.3 Copies of all materials placed in the employee's file, subject to applicable laws, shall be given to the employee. No material shall be added to the employee's file without her knowledge.

Article 22
NO STRIKES OR LOCKOUTS

- 22.1 The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, work stoppages, mass absenteeism, mass resignation or other concerted activities or similar forms of interference with the operations of the Town. Any or all employees participating in such strikes or other prohibited activity described above in this Article shall be subject to appropriate disciplinary action by the Town, up to and including discharge.
- 22.2 The Town agrees that it will not lockout the employees during the term of this Agreement.

Article 23
HEALTH AND SAFETY

- 23.1 The Union may designate a representative on the Town's Safety Committee.

Article 24
TUITION AND EDUCATION REIMBURSEMENT

- 24.1 The Town agrees to provide bargaining unit members with financial reimbursement for job and/or career related training, certifications relevant to the position, or education within the following parameters:
- A. Prior approval for the course, training/certification program or seminar must be requested by the bargaining unit member through the Town Manager.
 - B. Such education, certification, or training must be directly related to member's current job, or a specific future promotional opportunity that may occur within the Town. Promotional opportunities need not be limited to bargaining unit positions, but must be related to positions currently existing with the Town or those that the Town clearly intends to establish.
 - C. The rate of reimbursement shall be fifty percent (50%) of tuition or costs of the course, Books, fees, transportation and miscellaneous expenses are excluded. There shall be a \$2,000 limit pro-rated per year based on the number of participants each year.

- D. In order to receive reimbursement, the member must present to the Town Manager:
 - 1) Evidence of tuition payment in full.
 - 2) Evidence of satisfactory completion of the course, with a grade of "B" or a pass in instances where a course is offered on a pass/fail basis.
 - E. All such education and/or training must occur during non-duty hours unless approval is received in advance by the Director and Town Manager.
 - F. Information regarding minimum educational requirements for existing Town positions and possible future Town positions will be made available to any member by appointment with the Town Manager. Such information shall be used by the Town Manager and bargaining unit members to determine the feasibility of any intended tuition reimbursement request.
- 24.2 State Licensure Regulations that require twelve (12) hours of In-Service Competency Assessment shall be accomplished annually. The materials will be developed by the Supervisor of Clinical Services on an annual basis and rotated among staff members on a monthly basis. The Home Care staff shall accomplish this requirement in their assigned month during their normal work day. The School staff shall be allotted up to twelve (12) hours, at their convenience, during their assigned month to accomplish this requirement. The School staff shall be paid up to twelve (12) additional hours above their regular hours of pay, if so used, at their straight time home care rate of pay. If Home Care staff are unable to complete their in-service in the assigned month, they shall be allotted the time to accomplish the in-service in a later month.

Article 25

PART TIME EMPLOYEES

- 25.1 Permanent part-time employees shall be entitled to all rights and benefits contained in this Agreement with the following limitations:
- A. Participation in the insurance benefit plan set forth in Article IX of this Agreement is limited to employees working at least thirty (30) hours per week and their dependents.
 - B. Employees shall be granted all benefits provided herein with such benefits prorated, based on the employee's workweek of thirty-seven and a half (37.5) hours.
 - C. An employee who would normally be scheduled to work on a holiday shall be paid for such holiday, but shall not receive holiday pay if such day would not normally fall within the employee's work schedule.

Article 26
COMPENSATION STEP SCHEDULE

- 26.1 All employees shall advance to their applicable step annually on July until reaching Step 4. Employees shall be advanced to the 6th year, 8th year and 10th year steps on the July 1st immediately following their 6th, 8th and 10th anniversary.
- 26.2 New employees shall be placed in the "Entry" step and shall remain in that step for one (1) calendar year, after which time they shall be advanced to Step 1, and subsequently follow procedure I above.
- 26.3 Current employees promoted to the next classification shall be placed on their same step, but in the higher pay grade. Employees promoted to a classification higher than the next classification in sequence shall be placed on "Entry" step of the higher pay grade, provided the increase is at least equivalent to a step in the higher class.

Article 27
DURATION

- 27.1 This Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues and neither party shall be required during the term hereof to negotiate or bargain upon any issue whether it is covered or is not covered in this Agreement.
- 27.2 This Agreement shall continue from the 1st day of July, 2018 until midnight on the 30th day of June, 2021.
- 27.3 If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, that parties have caused their names to be signed on this ____ day of _____, 2024.

FOR THE TOWN OF BERLIN

Town Manager

FOR CONNECTICUT HEALTH CARE ASSOCIATES, Unit #20

President, CHCA

President, NUHHCE

Co-chair, Unit #20

APPENDIX A
CHCA Wage Schedule
7-1-24 through 6-30-27

FY	As of	Entry	1st	2nd	3rd	4th	6th	8th	10th	Increase
SCHOOL HEALTH AIDES										
25	7/1/24	19.25	20.00	20.68	21.36	22.02	23.04	24.01	24.96	3.00%
26	7/1/25	19.88	20.65	21.35	22.05	22.74	23.79	24.79	25.77	3.25%
27	7/1/26	20.53	21.32	22.04	22.77	23.48	24.56	25.60	26.61	3.25%
HOME HEALTH AIDES										
25	7/1/24	20.54	21.32	22.02	22.66	23.51	24.56	25.43	26.33	3.00%
26	7/1/25	21.21	22.01	22.74	23.40	24.27	25.36	26.26	27.19	3.25%
27	7/1/26	21.90	22.73	23.48	24.16	25.06	26.18	27.11	28.07	3.25%
SCHOOL NURSE										
25	7/1/24	36.85	37.91	39.00	40.08	41.17	42.19	43.28	44.38	3.00%
26	7/1/25	38.05	39.14	40.27	41.38	42.51	43.56	44.69	45.82	3.25%
27	7/1/26	39.29	40.41	41.58	42.72	43.89	44.98	46.14	47.31	3.25%
HOME CARE RN										
25	7/1/24	41.12	42.34	43.58	44.91	46.26	47.59	49.04	50.47	3.00%
26	7/1/25	42.46	43.72	45.00	46.37	47.76	49.14	50.63	52.11	3.25%
27	7/1/26	43.84	45.14	46.46	47.88	49.31	50.74	52.28	53.80	3.25%
SENIOR CLINICAL NURSE										
25	7/1/24	43.58	44.90	46.20	47.59	49.04	50.45	51.98	53.51	3.00%
26	7/1/25	45.00	46.36	47.70	49.14	50.63	52.09	53.67	55.25	3.25%
27	7/1/26	46.46	47.87	49.25	50.74	52.28	53.78	55.41	57.05	3.25%

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2021, by and between the Town of Berlin (the "Town") and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UE Local 222, CILU/CIPU, CILU #52); Berlin White Collar Employees (CALU Local #2); Home Care and School Health Care Workers of Berlin Unit #20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); Berlin Middle Management Association; Berlin Dispatchers (CALU Local #911); and Berlin Police Union (Fraternal Order of Police Lodge 56).

WHEREAS, the Town and the Unions wish to have a single health benefit plan for all Town employees:

WHEREAS, the parties wish to enter into a Medical Insurance Coalition Agreement (hereinafter "MICA") in an effort to control rising insurance costs;

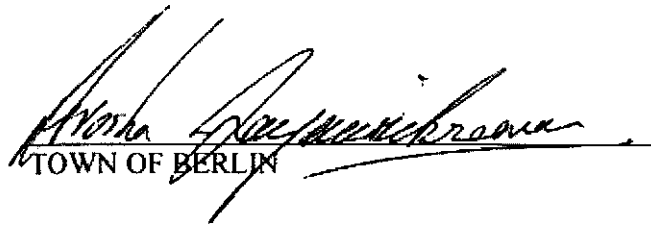
WHEREAS, a description of the 2021-2026 MICA insurance plan is attached hereto as Exhibit A; and

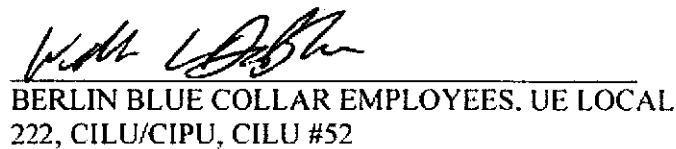
WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

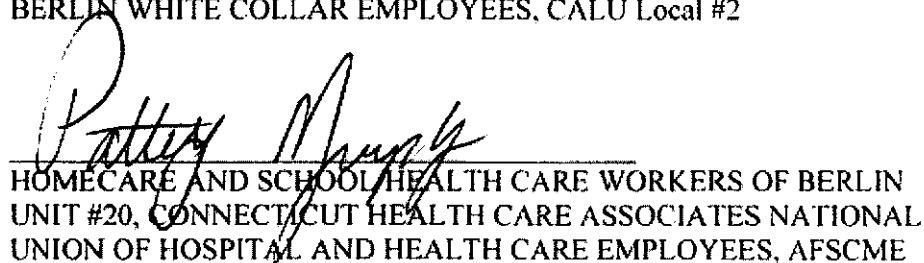
1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the date of the execution of this agreement until July 1, 2026.
3. If by June 30, 2026, no party seeks a change in the insurance plan that is in effect at the time of the execution of this agreement, the Town and a representative of each of the unions named above shall negotiate to develop a successor insurance plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 17 of February 2021.


TOWN OF BERLIN


BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52


BERLIN WHITE COLLAR EMPLOYEES, CALU Local #2


HOMECARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN
UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME


BERLIN MIDDLE MANAGEMENT ASSOCIATION


BERLIN DISPATCHER EMPLOYEES, CALU Local #911


THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 1: Century Preferred PPO:

NO CHANGE IN CURRENT PLAN DESIGN

In-Network: Hospital Co-pay Outpatient Surgery Co-pay Emergency Room Co-pay Urgent Care Office Co-pay (Prev/Sick/Specialist) Maximum	Employee Cost \$100 Co-pay \$100 Co-pay \$100 Co-pay \$25 Co-pay \$0 / \$20 / \$20 Co-pay unlimited
Out-of-Network: Deductible (Ee/Ee+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age	\$200 / \$400 / \$500 Deductible \$1000 / \$2000 / \$2500 OOP \$1,000,000 To age 26
Prescription Drug: Retail Co-pay Mail Order Co-pay Maximum Formulary	Managed Drug Plan \$10 / \$25 / \$40 Co-pay \$20 / \$50 / \$80 for 90 days No annual maximum 3 Tier Formulary Plan

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision:	Blue View Vision Plan BVMO
Dental:	Full
Rider A, B, C & D	Yes
Dependent Child Coverage	To age 26

EMPLOYEE PREMIUM COST SHARES

Century Preferred PPO

Plan Year 2021-2022	27.5% Employee Cost Share 72.5% Employer Cost Share
Plan Year 2022-2023	28% Employee Cost Share 72% Employer Cost Share
Plan Year 2023-2024	28.5% Employee Cost Share 71.5% Employer Cost Share
Plan Year 2024-2025	29% Employee Cost Share 71% Employer Cost Share
Plan Year 2025-2026	29% Employee Cost Share 71% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

OPTION 2: High Deductible Plan & HSA:

July 1, 2021 - June 30, 2022 - \$2,000/\$4,000 High Deductible plan with HSA
 July 1, 2022 - June 30, 2025 - \$2,250/\$4,500 High Deductible plan with HSA
 July 1, 2025 - June 30, 2026 - \$2,500/\$5,000 High Deductible plan with HSA
 All Well Visits provided at no cost to the participant without impact on deductible.
 Managed Rx with co-pays after deductible is met (\$10 / \$25 / \$40)

Health Savings Account Funding:

Plan Year 2021-2022	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2022-2023	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2023-2024	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2024-2025	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2025-2026	Town Funds 50% of Deductible Deposited with the first pay in July

RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

Vision:	Blue View Vision Plan BVMO
Dental:	Full
Rider A, B, C & D	Yes
Dependent Child Coverage	To age 26

EMPLOYEE PREMIUM COST SHARES

High Deductible with H.S.A.

Plan Year 2021-2022	17.5% Employee Cost Share 82.5% Employer Cost Share
Plan Year 2022-2023	18% Employee Cost Share 82% Employer Cost Share
Plan Year 2023-2024	18.5% Employee Cost Share 81.5% Employer Cost Share
Plan Year 2024-2025	19% Employee Cost Share 81% Employer Cost Share
Plan Year 2025-2026	19% Employee Cost Share 81% Employer Cost Share

TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

WELLNESS INCENTIVE

The Town will continue to offer a Wellness Incentive that provides a monetary incentive to employees who participate in the program. In order to be eligible, employees and their spouses must have completed all of their age appropriate screenings and have their physician certify completion of those screenings. *Dependent children are no longer required to submit wellness paperwork.* All Wellness forms are due to HR by June 30th of the plan year.

Plan Year 2021-2022	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2022-2023	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2023-2024	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2024-2025	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2025-2026	\$200 Single Option \$300 Employee plus One Option \$500 Family Option

Employees participating in the High Deductible H.S.A. plan can elect to have their wellness incentive benefit deposited directly into their Health Savings Account

INSURANCE WAIVER BENEFIT

In recognition of the significant cost impact health insurance can have on an employer, the Town pays a premium to staff who waive coverage (*not applicable to single coverage*). Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere (not with the Town of Berlin nor with the Berlin Public Schools), an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of coverage these employee will receive on an annual basis, the following amounts (paid quarterly): Employee Plus One: \$1,800, Family: \$2,500

** Employees who elect to waive coverage and receive the In Lieu of Premium will not be eligible to enroll in benefits (or the Wellness Incentive) until open enrollment unless he/she has a qualifying event as defined in the federal regulations and which allows for changes midyear. At which point, the Waiver would discontinue.*

If in any year of this agreement, the insurance premium increases more than 10%, the Coalition Agreement may be opened to re-evaluate premium cost shares.