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TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, May 20, 2025
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. AUDIENCE OF CITIZENS
- E. MAYOR'S UPDATE
- F. MEETING AGENDA – Immediately Following the Mayor's Update
- G. CONSENT AGENDA:
 - 1. Topic re: Accept donations to the Berlin Animal Control Donation Account for supplies/medical care valued at \$440.00. - Animal Control
 - 2. Topic re: Accept monetary donations totaling \$778.86 and deposit into the Friends of the Library Miscellaneous account for three programs and two annual museum pass renewals. – Berlin-Peck Memorial Library
 - 3. Topic re: Approve permission for consumption of alcoholic beverages (BYOB - beer and wine) and to charge a fee at Sage Park Pavilion for the Ektamandal - Patel family picnic for approximately 80 people of all ages on Friday, July 4th 2025 from 11:00AM to 8:00PM. A buffet meal will be served with no entertainment except for organized games on the field. Insurance will be obtained. – Parks and Recreation
 - 4. Topic re: Approve Adam Napotnik of Napalm Kicking to charge a registration fee of \$200 - \$300 for a specialist training camp that will take place Sunday, August 10, 2025 at Scalise Field from 9AM – 5PM. The camp will have approximately 30 participants. - Parks and Recreation

5. Topic re: Approve Alex Joslyn Soccer, LLC to charge a registration fee of \$125 for a youth soccer camp that will take place July 7, 2025 – July 10, 2025 from 5:30PM – 7:30PM at Scalise Field. The camp will have approximately 25 people. – Parks and Recreation

H. 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, May 20, 2025, 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:

“TO DISCUSS A PROPOSED TAX ABATEMENT ORDINANCE AS AUTHORIZED BY SECTION 8-215 OF THE CONNECTICUT GENERAL STATUTES”.

I. NEW BUSINESS:

1. Topic re: Adopt the attached Tax Abatement Ordinance as authorized by section 8-215 of the Connecticut General Statutes to help leverage the development of affordable housing in the community, subject to the review and approval by Corporation Counsel. – Economic Development
2. Topic re: “AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2025) 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.” be adopted. – Town Clerk
3. Topic re: “AN ORDINANCE APPROPRIATING \$1,500,000 FOR FIRE VEHICLES (2025) AND AUTHORIZING THE ISSUE OF \$1,500,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.” be adopted. – Town Clerk
4. Topic re: Approve using State of Connecticut Department of Administrative Services Contract Numbers 24PSX0207 and 22PSX0197 for roadway reconstruction and paving services, including any extensions to these contracts as authorized by the State. – Public Works
5. Topic re: Set an Informational Public Hearing concerning the creation of a disc golf course inside the trails of Pistol Creek for Tuesday, June 3, 2025 at 7:00 P.M. – Public Grounds
6. Topic re: Purchase new Ballistic Vests for all sworn officers using funds from the Uniform Account for an amount not to exceed \$42,000. - Police
7. Topic re: Authorize the Town Manager to sign the DOT Maintenance Agreement authorizing the installation of Flock Cameras on State roads. - Police
8. Topic re: Authorize the Town Manager to sign a Project Authorization Letter for the preliminary engineering and right of way phase of a Carbon Reduction Program Sidewalk program grant for sidewalk segments on the following streets: Worthington Ridge, Peter Parley Row, Lower Lane, Meadow Lane, Toll Gate Road, and Main Street, East Berlin, subject to the review and approval of

Corporation Counsel, and to authorize a \$146,000 local match for the preliminary engineering and right of way phase from the Grant Road Improvement account. – Economic Development

9. Topic re: Discussion and possible action concerning the Berlin High School Flooring Investigation Report and recommendation prepared by Wiss, Janney, Elstner Associates, Inc. (WJE). - Facilities
10. Topic re: Waive the Town's bidding procedures and utilize the on-call vendor list and approve a purchase order to Earth Contractors in the amount of \$50,000 the site work needed for the Berlin Public Schools full-day Pre-K program. – Board of Education
11. Topic re: Approve quote letter from on- call contractor Aresco Construction of Middletown, CT for an amount not to exceed \$71,000 for related construction work and repairs within the original two student restrooms at Willard School which includes prevailing wage. Also approve the quote from on -call contractor and State Contractor Central Mechanical Services of Cromwell, CT for an amount not to exceed \$78,000 for related plumbing work within the original two student restrooms at Willard School which includes prevailing wage. - Facilities
12. Topic re: Approve the proposal received by Musco Sports Lighting of Oskaloosa, IA for an amount not to exceed \$321,000 utilizing Sourcewell Contract No. 041123-MSL which includes a 10 percent project contingency and as reviewed and approved by the PBC for the LED Lighting Upgrades at the Sage Park Softball and Baseball Fields. - Facilities

J. TOWN MANAGER'S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS' COMMUNICATION:

M. ACCEPTANCE OF MINUTES: April 30, 2025 (Bright Feeds Update) No Vote Needed
May 6, 2025

N. ADJOURNMENT

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: April 30, 2025

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*
4/1/25-4/30/25	\$180.00 (value)	Pet supplies	Susan and Peter Dearth, Berlin
	\$20.00 (Value)	Pet Supplies	Anonymous
	\$140.00 (Value)	Pet Supplies	Susan Kwasniewski, Berlin
	\$100.00 (Value)	Pet Supplies	Kate Wall and staff, Berlin

* Unless a name is mentioned, donors requested anonymity

FUNDING:

None

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for supplies/medical care valued at \$440.00

ATTACHMENTS:

Thank you notes

PREPARED BY: Kate Matson, Animal Control

km

[Signature]



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

April 30, 2025

Kate Wall and Staff
240 Kensington Road
Berlin, CT 06037

Dear Kate Wall and Staff,

Thank you so much for putting together the list of items we were in need of and for raising the donations for our facility! I appreciate everything you did for our animals here. It truly touched my heart that you thought of us and took the time out of your busy days to do such a helpful and kind gesture.

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

Everytime I
Use one of ☺
your donations,
I think about
how Sweet
You all are!
Thank you! ♡
♡ - Kate
Matson

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

April 1, 2025

Susan and Peter Dearth
63 Smokey Hill Road
Berlin, CT 06037

Dear Peter and Susan,

Thank you so much for the very generous donation of the 6 cases of can dog food, many boxes and containers of dog treats, medication, harnesses and toys! Many animals come in and touch our hearts and deserve so much, thanks to people like you, we are able to give them the best life while they are here waiting to go to their forever homes! The dogs all loved their toys.

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

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

April 22, 2025

Susan Kwasniewski
1111 Kensington Road
Berlin, CT 06037

Dear Susan,

Thank you so much for the very generous donation of the KMR Kitten formula! It is the season for kittens so we very much appreciate your donation. Many animals come in and touch our hearts and deserve so much, thanks to people like you, we are able to give them the best life while they are here waiting to go to their forever homes!

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

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

Consent
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: May 9, 2025

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	778.86	FOL Misc. Acct.	3 programs and 2 annual museum pass renewals	Friends of the Library

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$778.86 and deposit into the Friends of the Library Miscellaneous account for three programs and two annual museum pass renewals.

Attachments:

n/a

Prepared By:

Carrie Tyszka, Library Director *CT*

Consent
Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: May 12, 2025

SUBJECT: Permission to consume alcoholic beverages (BYOB -beer and wine) and charge a fee at Sage Park Pavilion for the Ektamandal-Patel family picnic

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 8, 2025 recommended permission for consumption of alcoholic beverages (BYOB -beer and wine) at Sage Park Pavilion for the Ektamandal - Patel family picnic for approximately 80 people of all ages on Friday, July 4th 2025 from 11:00AM to 8:00PM. A buffet meal will be served with no entertainment except for organized games on the field. Insurance will be obtained. The Commission also approves the group to charge a fee of \$10 per person to go towards the cost of food.

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

ACTION NEEDED:

Move to approve permission for consumption of alcoholic beverages (BYOB - beer and wine) and to charge a fee at Sage Park Pavilion for the Ektamandal - Patel family picnic for approximately 80 people of all ages on Friday, July 4th 2025 from 11:00AM to 8:00PM. A buffet meal will be served with no entertainment except for organized games on the field. Insurance will be obtained.

ATTACHMENTS:

Alcohol Request Form

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services



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

PERMISSION FOR USE OF ALCOHOLIC BEVERAGES

ORGANIZATION: Ektamandal FACILITY REQUESTED: Sage Picnic Pavilion Area
CONTACT PERSON: Dinesh M. Patel DOB: 04/30/1965 PHONE: (860) 518-9056
STREET: 66 Deerfield Drive CITY: Berlin ZIP: 06037
RENTAL DATE: 7/4/25 with 7/6/25 rain date START TIME: 11AM FINISH TIME: 8PM
NATURE OF ACTIVITY: Family picnic
AGE GROUP: all ages TOTAL ATTENDANCE: approx. 80 MINORS: YES: ☒ NO: ☐
TYPE OF ALCOHOL: BEER: ☒ WINE: ☒ OTHER (EXPLAIN): _____
HOW DISPENSED: CASH BAR: _____ OPEN BAR: _____ BYOB: ☒
FOOD: YES: ☒ NO: ☐ HOW SERVED: SIT DOWN: ☒ BUFFET: ☒ OTHER: _____
ENTERTAINMENT: YES: ☒ NO: ☐ TYPE: music + games
WILL FEES BE ASSESSED TO THOSE ATTENDING: YES: ☒ NO: ☐ EXPLAIN: \$10/adult for food and supplies

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

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

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

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

Date: 4.27.2025 Signature: Dinesh M. Patel

PERMISSION FOR CONSUMPTION OF ALCOHOLIC BEVERAGES:		Approved	Denied
Chief of Police	<u>Mattie J. McElroy III</u> <u>4/29/25</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town Manager	<u>Ryan [Signature]</u> <u>5/5/25</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community, Recreation and Park Services Rep.	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation Commission		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town Council		<input type="checkbox"/>	<input type="checkbox"/>
Reason for Denial: _____			

State Liquor License required: Yes ☐ No ☐

Consent
Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: May 12, 2025

SUBJECT: Adam Napotnik of Napalm Kicking to charge a registration fee of \$200 - \$300 for a specialist training camp that will take place Sunday, August 10, 2025 at Scalise Field from 9AM – 5PM.

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 8, 2025 recommended that Adam Napotnik of Napalm Kicking to charge a registration fee of \$200 - \$300 for a specialist training camp that will take place Sunday, August 10, 2025 at Scalise Field from 9AM – 5PM. The camp will have approximately 30 participants.

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

ACTION NEEDED:

Move to approve Adam Napotnik of Napalm Kicking to charge a registration fee of \$200 - \$300 for a specialist training camp that will take place Sunday, August 10, 2025 at Scalise Field from 9AM – 5PM. The camp will have approximately 30 participants.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services *JO*

Consent

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: May 12, 2025

SUBJECT: Alex Joslyn Soccer, LLC to charge a registration fee of \$125 for a youth soccer camp that will take place July 7, 2025 – July 10, 2025 from 5:30PM-7:30 PM at Scalise

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, May 8, 2025 recommended that Alex Joslyn Soccer, LLC be able to charge a registration fee of \$125 for a youth soccer camp that will take place July 7, 2025 - July 10, 2025 from 5:30PM – 7:30PM at Scalise Field. The camp will have approximately 25 people.

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

ACTION NEEDED:

Move to approve Alex Joslyn Soccer, LLC to charge a registration fee of \$125 for a youth soccer camp that will take place July 7, 2025 – July 10, 2025 from 5:30PM – 7:30PM at Scalise Field. The camp will have approximately 25 people.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services *JO*

**NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN
MAY 20, 2025**

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, May 20, 2025, 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:

**“TO DISCUSS A PROPOSED TAX ABATEMENT ORDINANCE AS
AUTHORIZED BY SECTION 8-215 OF THE CONNECTICUT GENERAL
STATUTES”.**

Dated at Berlin, Connecticut this 7th day of May 2025.

Kathryn J. Wall
Town Clerk

Publication Date:
May 13, 2025
New Britain Herald

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: May 7, 2025

SUBJECT: Approve a Tax Abatement Ordinance as Authorized by Section 8-215 of the Connecticut General Statutes

Summary of Agenda Item:

After an Ordinance Committee meeting on May 6, 2025, the Town Council scheduled a public hearing for May 20, 2025, regarding a proposed Tax Abatement Ordinance as authorized by section 8-215 of the Connecticut General Statutes. After the public hearing, the next step in the process will be to consider adopting the ordinance. This ordinance will enable the Town to enter tax abatement agreements to help leverage the development of affordable housing in the community.

Action Needed:

Move to adopt the attached Tax Abatement Ordinance as authorized by section 8-215 of the Connecticut General Statutes to help leverage the development of affordable housing in the community, subject to the review and approval by Corporation Counsel.

Attachments:

Tax abatement ordinance.

Prepared By:

Ryan Curley, Town Manager

Tax Abatement for Development of Affordable Housing Units

§ _____. Definition.

As used in this article, the following terms shall have the meanings indicated:

AFFORDABLE HOUSING UNITS — A dwelling unit for low- or moderate-income persons and/or families, defined as those persons and families whose income does not exceed 80% of the median income for the area, adjusted for family size ("AMI"), as determined by the United States Department of Housing and Urban Development (H.U.D.) and can be sold or rented, as applicable, at the following prices: in the case of rentals, a mean monthly contract rent, including utilities, that does not exceed 30% of the income of a family whose income is at 80% of AMI or, in the case of homeownership, monthly housing expenses (as defined below) that do not exceed 30% of the income of a family whose income is at 80% of AMI. Title to any project or property receiving a tax abatement under this article shall be subject to deed covenants or restrictions which shall prescribe a satisfactory method of future enforcement and shall require that such affordability restrictions shall be maintained for at least 40 years after the initial occupation of a proposed rental development or, in the case of a homeownership project, for a period of 40 years or such lesser affordability period as may be required by the applicable law.

§ _____. Tax abatement contract.

A. *Classification; authorization for abatement contract; Contract requirements.*

- (1) Upon the written request of any person or entity or any governmental entity or quasi-governmental entity that is a developer or owner of property used solely for 1) rental housing that meets the definition of "affordable housing units" in § _____, above, or 2) affordable housing units as set forth in § _____, above, to be purchased or occupied by low- or moderate-income persons or families, the Town, by majority vote of its Town Council, may classify such property as "property used solely for low- or moderate-income persons or families" (the "property") and may authorize a contract for the abatement, in whole or in part, of real property taxes for such property, all in accordance with the provisions of Sections 8-215 *et seq.* and 8-30g *et seq.* of the Connecticut General Statutes as may be amended from time to time (the "abatement contract").
- (2) Prior to requesting such classification and abatement, the developer and/or owner must obtain all necessary approvals from the Planning and Zoning Commission and other Town Boards and Commissions as applicable.
- (3) Any such classification and abatement shall be conditioned on any prior conditions placed on the development by any Town board or commission approval and/or any conditions of state and/or federal financing approval relating to affordability.
- (4) The property shall comply in all respects with applicable housing and/or building codes

and all applicable Connecticut and federal statutes, laws, and regulations;

- (5) The developer and/or owner shall submit a certification to the Town with its/their request for an abatement contract, itemizing the difference between the real property taxes on the property without an abatement and the real property taxes with the abatement as of the then-current Grand List and shall further certify that the savings provided by the abatement shall be used for one or more of the following purposes:
 - (a) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing;
 - (b) To effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Housing by regulation; or
 - (c) To provide necessary related facilities or services in such housing.
- (6) Monthly housing expenses shall include mortgage principal and interest, real property taxes; real property insurance, any required common interest ownership fees and heat and utility costs, excluding television, telecommunications and information technology services.

B. *Required contract terms.*

- (1) The abatement contract shall provide 1) the terms of such abatement, 2) that monies equal to the amount of such abatement shall be used for any one or more of the purposes stated in Subsection A(5), above, and 3) that such abatement shall terminate at any time when such housing is not used solely for low- or moderate-income persons or families.
- (2) Additional terms.
 - (a) The abatement contract shall further provide that:
 - [1] Such housing is built with financial subsidies from state or federal housing programs; and
 - [2] Such housing is used solely for persons or families of low- or moderate-income, as defined by regulations issued by the state (including DOH), H.U.D. or other applicable regulatory authority; and
 - [3] The eligibility determinations and income assessments shall be handled and approved as required by DOH, H.U.D or other applicable regulatory authority; and
 - [4] The term of abatements may continue for a period not to exceed 20 consecutive fiscal years, except that longer periods may be agreed upon in cases where i) extended opportunities for reimbursement to the Town by the state or by the United States are made available pursuant to law, or ii) Town-owned property shall be used or acquired for the development of the Affordable Housing Units .
 - (b) The Town may seek reimbursement in the form of grant-in-aid by the state, pursuant to C.G.S. Sections 8-215 *et seq.*, as may be amended from time to time, and the terms of the abatement contract may be conditioned upon its approval by the Commissioner of the Department of Housing.

- (c) Throughout the term of the abatement contract, the developer/owner shall cooperate with the Town in connection with any Town application for reimbursement from the state.
- (3) The owner shall permit the Town to inspect the property for any reasonable purpose, including determining that the property and the savings are being used for the purposes stated in Subsection A(5) of this section and stated in Connecticut General Statutes Sections 8-215 *et seq.*, as may be amended from time to time.
- (4) The real property taxes that would be levied against the property in the absence of the abatement shall continue to be calculated on an annual basis by the Assessor.
- (5) The abatement contract shall be assignable to all successors and assigns of the developers or owners, provided that 1) all conditions of this section have been, and continue to be met, and 2) notice of any change in ownership of the property is properly filed with the Town Clerk and on Town land records.
- (6) The failure of a developer or owner or any of its successors or assigns to construct the affordable housing units or to maintain the affordable housing units in accordance with all terms and conditions of the abatement contract shall constitute reason not to commence, or to temporarily or permanently cease any or all of tax abatements provided under the abatement contract.

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: May 8, 2025

SUBJECT: AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2025) 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

Summary of Agenda Item:

Our Bond Counsel, Attorney Jessica G. Kennedy, has prepared the attached bonding authorization entitled “AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2025) 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.”

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 \$2,000,000 for the design, planning, acquisition and construction of Athletic Facility Improvements (2025) 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, renovations or replacement of sand traps, and bunkers and bridges at 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.

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 that "AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2025) 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." 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 \$2,000,000 Athletic Facility Improvements Project (2025) appropriation and bond ordinance. A copy of the ordinance is available from the Town Clerk.

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

“AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2025) 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”, be adopted.

Moved by _____, seconded by _____.

[Council Discussion]

Those in favor?

Those opposed?

I declare the ordinance adopted.

AN ORDINANCE APPROPRIATING \$2,000,000 FOR ATHLETIC FACILITY IMPROVEMENTS (2025) 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 (2025) 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, renovations or replacement of sand traps, and bunkers and bridges at 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, after application of grants, insurance proceeds or other funds of the Town available for the Project, 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. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: May 8, 2025

SUBJECT: AN ORDINANCE APPROPRIATING \$1,500,000 FOR FIRE VEHICLES (2025) AND AUTHORIZING THE ISSUE OF \$1,500,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Summary of Agenda Item:

Our Bond Counsel, Attorney Jessica G. Kennedy, has prepared the attached bonding authorization entitled “AN ORDINANCE APPROPRIATING \$1,500,000 FOR FIRE VEHICLES (2025) AND AUTHORIZING THE ISSUE OF \$1,500,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS 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 \$1,500,000 for the Fire Vehicles (2025) project, which project includes costs for the acquisition of fire vehicles, apparatus and equipment or appurtenances related thereto, training and warranty, transportation of the vehicles and equipment, any other costs necessary to complete the purchases, and any 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 that "AN ORDINANCE APPROPRIATING \$1,500,000 FOR FIRE VEHICLES (2025) AND AUTHORIZING THE ISSUE OF \$1,500,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS 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 \$1,500,000 Fire Vehicles Project (2025) appropriation and bond ordinance. A copy of the ordinance is available from the Town Clerk.

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

“AN ORDINANCE APPROPRIATING \$1,500,000 FOR FIRE VEHICLES (2025) AND AUTHORIZING THE ISSUE OF \$1,500,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF, THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE”, be adopted.

Moved by _____, seconded by _____.

[Council Discussion]

Those in favor?

Those opposed?

I declare the ordinance adopted.

AN ORDINANCE APPROPRIATING \$1,500,000 FOR FIRE VEHICLES (2025) AND AUTHORIZING THE ISSUE OF \$1,500,000 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 \$1,500,000 for the Fire Vehicles (2025) project, which project includes costs for the acquisition of fire vehicles, apparatus and equipment or appurtenances related thereto, training and warranty, transportation of the vehicles and equipment, any other costs necessary to complete the purchases, and any administrative, advertising, printing, legal and financing costs related thereto (the "Project").

Section 2. To meet said appropriation, \$1,500,000 bonds of the Town or so much thereof as may be necessary for such purpose, after application of grants or other funds of the Town available for the Project, 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. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: May 9, 2025

SUBJECT: Utilize DAS Contracts for Milling and Paving Services

SUMMARY:

Each year the Public Works Department coordinates the reconstruction of a number of local roads. The reconstruction consists of activities such as pavement milling/reclaiming, restoration, and placement of bituminous surfaces. The Highway Department also reconstructs roadways when necessary, by pulverizing the asphalt and creating a new sub-base, followed by the creation of a new bituminous concrete surface. In keeping with past practices, these services are awarded to a contractor that has bid this service with the State Department of Administrative Services (DAS), and is available to provide the services based on the DAS contract and specifications. The State DAS Contracts that provide for these services are identified as Contract Numbers: 24PSX0207 (effective April 5, 2025) and 22PSX0197 (as extended). Staff request Council approval to use these contracts with their respective vendors, allowing Public Works and other departments to engage the most cost-effective vendor(s) available to complete road and other pavement reconstruction projects for the duration of the contracts, including any authorized extensions.

FUNDING:

- Grant Road Improvement (140.20.2037.0.54000.00509)
- Road & Bridge Improvements (140.20.2037.0.54000.00510)
- Other departmental accounts with available funds during the relevant Fiscal Years

ACTION NEEDED:

Move to approve using State of Connecticut Department of Administrative Services Contract Numbers 24PSX0207 and 22PSX0197 for roadway reconstruction and paving services, including any extensions to these contracts as authorized by the State.

ATTACHMENTS:

- 1) Contract Summary for State of CT, DAS Paving - Contract #24PSX0207
- 2) Contract Summary for State of CT, DAS Milling – Contract #22PSX0197

PREPARED BY:

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

MSA

Contract Summary

General Information

Contract Number 24PSX0207
Issue Date March 26, 2025
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Contract Yes

Title Bituminous Concrete Materials and Bridge Deck Membrane Waterproofing (VIP)
Description This Contract is for the equipment and services for the application of bituminous concrete material, woven glass fabric and tack coat to roads, bridges and highways statewide.

Contract Administrator Dan Dion
Email Address daniel.dion@ct.gov
Request Number
Solicitation Number 24PSX0207
Enable Contract as Round Trip No
P-Card Accepted No

Commodity

Code	Description
30120000	Roads and landscape

Contractors

Name All States Construction, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Alan Chicoine	achicoine@asmg.com	4136657021
Name American Industries, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Cale Carnot	eyonts@americanind.net	8603762537
Name B&W Paving & Landscaping LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	James Wray		8605729942
Name Palmer Paving Corporation			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Fred Hugli		4132838354
Name Charles Pasteryak Jr Inc			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Carl Pasteryak		8603677784
Name Tilcon Connecticut Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Michael Noti		8602246027
Name Galasso Materials, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Leigh Turner		8606532524
Name O & G Industries, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Sharon Pomeroy		8606266459
Name Laydon Industries, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Stephen Calabro	info@laydonindustries.com	203-562-7283
Name Waters Construction Company			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Kurt Troidle		2033346888
Name Ondrick Materials & Recycling, LLC.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Jake Haley	jhaley@ondrickmr.com	4135922566

Pricing Information

Contract Type	DAS Contract
Pricing Type	Fixed Price with Unit Cost
Total Value Condition	Estimate
Total Value(USD)	60,000,000.00
Retainage Percent	0.00
Retainage Notes	
Initial Expended Value(USD)	0.00
Cumulative Encumbered/Expended Value(USD)	0.00
Total Paid(USD)	0.00
Remaining Balance(USD)	60,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	Net 25 Days applied to SBE/ MBE: Charles Pasteryak Jr. Inc
Delivery Terms	Free On Board Destination
Delivery Notes	
Other Notes	

Contract Period

Award Date	March 26, 2025
Effective Date	April 05, 2025
Expiration Date	April 04, 2026
Potential Final Expiration Date	April 04, 2026

Custom Fields

Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
24PSX0207- Contract and Exhibits.pdf	March 26, 2025
24PSX0207- Exhibit B Price Schedule.xlsx	March 26, 2025
24PSX0207- Multiple Supplier Contract Summary.xls	March 26, 2025

Administrative Document(s)

No Documents Found

Contract Summary

General Information

Contract Number 22PSX0197
Issue Date March 23, 2023
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Yes
Contract

Title Milling of Bituminous Concrete on Roads and Bridges
Description The awarded Contractors shall supply equipment or services or both for milling, paving temporary transitions and full depth reclamation of bituminous concrete.

Contract Administrator Dan Dion
Email Address daniel.dion@ct.gov
Request Number
Solicitation Number 22PSX0197
Enable Contract as Round Trip No
P-Card Accepted No

Commodity

Code	Description
72000000	Building and Facility Construction and Maintenance Services

Contractors

Name All States Construction, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Alan Chicoine	achicoine@asmq.com	4136657021
Name American Industries, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Cale Carnot	eyonts@americanind.net	8603762537
Name Garrity Asphalt Reclaiming, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Steven Garrity	steven.garrity@garrityasphalt.com	8602432300
Name Rafferty Fine Grading, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Rhonda Rafferty	rhonda@raffertyfinegrading.com	8607630100
Name Black & Boucher, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Timothy Boucher		8602744162
Name Alcaide, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Joseph Boa	erik@ajpaving.com	2037751385
Name Tilcon Connecticut Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Michael Noti		8602246027
Name S & S Asphalt Paving, Inc			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Kevin Starchak		2032642954
Name Laydon Industries, LLC			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Stephen Calabro	info@laydonindustries.com	203-562-7283
Name JVIII Construction, Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	John Vassel III		8607210143
Name Burns Construction Company Inc.			
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Anthony Divirgilio	adivirgilio@burnsconstruction.com	2033751383

Pricing Information

Contract Type	DAS Contract
Pricing Type	Fixed Price with Unit Cost
Total Value Condition	Estimate
Total Value(USD)	22,000,000.00
Retainage Percent	0.00
Retainage Notes	
Initial Expended Value(USD)	0.00
Cumulative Encumbered/Expended Value(USD)	0.00
Total Paid(USD)	0.00
Remaining Balance(USD)	22,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	Net 25 Days applies to the following SBE/MBE organizations: Black and Boucher, LLC, Garrity Asphalt Reclaiming, Inc., JVIII Construction, Inc., Rafferty Fine Grading, Inc. and S & S Asphalt Paving, Inc.
Delivery Terms	Free On Board Destination
Delivery Notes	
Other Notes	

Contract Period

Contract Extension	Yes
Award Date	March 27, 2023
Effective Date	April 12, 2023
Amendment Effective Date	January 02, 2025
Expiration Date	April 11, 2026
Potential Final Expiration Date	April 11, 2027

Custom Fields

Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

Amendments

Field Title	Field Description
Amendment 1	May 4, 2023- Amendment 1 is issued to acknowledge a paragraph that was inadvertently included in Exhibit A- Description of Deliverables. All other Contract terms and conditions not otherwise affected by this adjusted price schedule remain in full force and effect.
Amendment 2	January 2, 2025- Amendment 2 is issued to extend the Contract through April 11, 2026, pursuant to Section 2. Term of Contract; Contract Extension. Additionally, Attachment 4 has been updated to reflect the 2025 Tentative Resurfacing Schedule. All other Contract terms and conditions not otherwise affected by the contract extension remain in full force and effect.

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
22PSX0197 Contract and Exhibits.pdf	January 02, 2025
22PSX0197 Exhibit B- Price Schedule.xlsx	March 23, 2023
22PSX0197 Multiple Supplier Contract Summary.xls	March 23, 2023

Administrative Document(s)

No Documents Found

Authorization

Piggyback Contract No

Cooperative Contract No

No Authorized Orgs

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: April 29, 2025

SUBJECT: Discussion on Disc Golf Proposal

SUMMARY:

The site and course were recently revisited and inspected by the Mayor, Town Manager, the course designer, and the Superintendent of Parks and Grounds. We have also contacted the insurance company, and this property will be treated like any other parcel of land used for passive recreation.

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

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

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

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

FUNDING:

No funding needed.

ACTION NEEDED:

Move to set an Informational Public Hearing concerning the creation of a disc golf course inside the trails of Pistol Creek for Tuesday, June 3, 2025 at 7:00 P.M.

ATTACHMENTS:

New layout of course

PREPARED BY:

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



NEW layout

Spruce Brook

Berlin Dog Park
(Leash Free Area)



Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: May 8, 2025

SUBJECT: Ballistic Vest Purchase Approval

Summary of Agenda Item:

The Berlin Police Department participates in a Federal Ballistic Vest Replacement Grant Program that reimburses 50% the cost of ballistic vests for the entire department every 5 years when our current vests expire. This year we were due for vest replacement and have the money budgeted in the Uniform account to purchase these ballistic vests. We have been in communication with Federal authorities that administer the grant but can get no answer as to when or even if the grant will open. Our current ballistic vests are already now expired for months as we have been waiting for the grant to open. We are seeking approval to purchase new ballistic vests. Purchasing these needed vests now may mean that if the grant eventually opens we may or may not be eligible to receive the 50% match which would be approximately \$20,000.

At the Town Council meeting of March 4, 2025, the Town Council approved awarding the bid to Security Uniforms utilizing state contract 17PSX0024 in the amount of \$42,000.

Authorization is needed to purchase ballistic vests using only town funds, with the understanding that if federal funds become available the Berlin Police Department will seek the 50% match.

Funding

Funding is available in the Uniform Account 001.15.1532.0.52300.00000.

Action Needed:

Move to purchase new Ballistic Vests for all sworn officers using funds from the Uniform Account for amount not to exceed \$42,000.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe *DC*

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager
DATE: May 8, 2025
SUBJECT: Flock Camera DOT Agreement

Summary of Agenda Item:

The Flock Camera System has been previously approved as well as the funding. As a part of this process Flock handles all the necessary permits as well as installation and maintenance of all Flock cameras. As a part of this permitting process we have a standard DOT Maintenance Agreement that needs to be signed by the Town of Berlin to get the permissions needed for Flock to complete the installation of the cameras on any state roads.

Funding

No funding needed.


Action Needed:

Move to authorize the Town Manager to sign the DOT Maintenance Agreement authorizing the installation of Flock Cameras on State roads.

Attachments:

Maintenance Agreement between the DOT and Town of Berlin.

Prepared By:

Deputy Chief Drew Gallupe 

RECORDED IN _____ LAND RECORDS AT VOLUME _____ PAGE _____

Agreement No. 4.25-01(25)

MAINTENANCE AGREEMENT

BETWEEN

STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

AND

TOWN OF BERLIN

THIS MAINTENANCE AGREEMENT ("Agreement") is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation ("CTDOT"), acting herein by its Commissioner or duly authorized designee, and the **Town of Berlin** ("Municipality"), acting herein by its duly authorized official. CTDOT and Municipality each a "Party", collectively "Parties".

RECITALS

WHEREAS, Municipality has requested permission of CTDOT to work within the Highway Right-of-Way (as hereinafter defined) located at multiple locations, now and in the future, within the Municipality to install, maintain and replace automatic license plate readers (the "Project"); **(FLOCK safety ALPR security cameras with solar powered battery pack on all State maintained roadways within the Town)**.

WHEREAS, CTDOT is willing to grant permission to the **Town of Berlin** to complete the Project on the condition that Municipality agrees to maintain the Project after its completion subject to the terms and conditions of this Agreement; and

WHEREAS, CTDOT has the authority, pursuant to Sections 13a-247, 13b-17 and 13b-24 of the Connecticut General Statutes, as revised, to enter into this Agreement.

NOW, THEREFORE, subject to all the terms and conditions of this Agreement, and in consideration of the mutual covenants and agreements herein contained, CTDOT and Municipality agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following respective meanings:

Claims: All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

Encroachment Permit: Encroachment Permit No. **1026677, 1026678, 1026679, 1026680, 1026681, 1026682, 1026683, 1026684, 1026685, 1026686, 1026687, and any future encroachment permits for ALPR** that are issued by the appropriate CTDOT District exclusively to commence work on the Project.

Environmental Laws: Any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.*, the Federal Oil Pollution Act of 1990, 33 U.S.C. Section 2701, *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. Section 401 *et seq.*, and all rules and regulations of the United States Environmental Protection Agency, or any other State, local or Federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

Hazardous Substances: Any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

Highway Right-of-Way: Real property, reserved for State highway purposes, owned and controlled by CTDOT and containing the roadway, roadside, drainage systems or other appurtenances necessary for public travel.

Municipality Parties: A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Municipality is in privity of oral or written contract and Municipality intends for such other person or entity to perform under the Agreement in any capacity.

Plans: The plans for the Project as approved by CTDOT.

Premises: The area in which the Project is located.

Project: Has the meaning given to it in the Recitals.

Records: All working papers and such other information and materials as may have been accumulated by Municipality in performing the Agreement, including but not limited to, documents, data, plans, subcontracts, books, accounts, computations, compensation, bills,

invoices, drawings, surveys, designs, specifications, notes, reports, records, audits, publications, estimates, logs, diaries, summaries, memoranda, emails, text messages, calendars, correspondence, maps, photographs, or videos, kept, stored, or maintained in any form.

State: The State of Connecticut, including CTDOT and any office, department, board, council, commission, institution or other agency or entity of the State.

2. MUNICIPALITY WORK: MAINTENANCE.

A. Once the Project is completed, Municipality shall, at its own cost and expense, promptly maintain and restore the Project in compliance and accordance with the following:

- (i) CTDOT's maintenance standards as outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures" 1997 edition, as may be amended from time to time.
- (ii) requirements, if any, set forth in the Encroachment Permit No's. **1026677, 1026678, 1026679, 1026680, 1026681, 1026682, 1026683, 1026684, 1026685, 1026686, 1026687, and any future encroachment permits for ALPR.**
- (iii) any directive or requirement by CTDOT; and **Town of Berlin**
- (iv) All pertinent laws, ordinances, rules and regulations, whether State, Federal, or municipal.

Municipality shall seek a new encroachment permit from the appropriate CTDOT District for any further maintenance, restoration, or other activities related to the Project. Municipality shall complete any further maintenance, restoration, or other activities, to CTDOT's satisfaction. Municipality acknowledges that CTDOT may at any time inspect the Premises to ensure the Project continues to conform with CTDOT's maintenance standards and policies, that shall include, but not be limited to, protection of traffic at all times during all further maintenance, restoration, or other activities in accordance with the terms of the Permit and any subsequent encroachment permit.

B. Municipality shall be responsible to repair and correct, to CTDOT's satisfaction, any damage to State assets, including but not limited to, curbing, sidewalks, structures, vegetation, or any other appurtenances with the Highway Right-of-Way, caused by Municipality or any Municipality Parties while conducting the Project under this Agreement.

C. Municipality shall reimburse CTDOT for any and all costs and expenses of every name and description borne by CTDOT as a result of the Project including, but not limited to, investigation, inspection, maintenance, relocation, administration, legal and processing. Municipality further agrees that there shall be no exception to, exclusion from, or limitation of such reimbursement unless specifically set forth in a properly executed supplemental agreement

written for this purpose. CTDOT has the right to claim and recover by process of law from Municipality such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors, defects or deficiencies regarding or relating to the Project.

D. Municipality assumes full responsibility for the accuracy of all of its work or that of any Municipality Parties and shall so indicate the same by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

E. Municipality shall record this Agreement (including any supplements thereto, if any) once fully executed in the land records of the Municipality, at no expense to CTDOT. Municipality understands and agrees that failure to record the Agreement may result in CTDOT revoking the Encroachment Permit, CTDOT terminating the Agreement, or both, whichever is (are) deemed appropriate by CTDOT.

3. RELOCATION AND RESTORATION. In the event that CTDOT deems it advisable, convenient or necessary to design, redesign, construct, reconstruct, install or maintain any improvement, including, but not limited to, any drainage facility, sidewalk, utility, curbing or roadway, within the Premises, Municipality shall be solely responsible for the cost and expense of relocating or removing the Project as may be required by CTDOT as a result of such future activity. Any relocation site proposed by Municipality is subject to CTDOT's consent. Municipality waives any right to reimbursement of costs and expenses that it may have against CTDOT for any relocation or removal. In no event shall CTDOT be responsible for any damage incurred to either Municipality's property or the Project as the result of the removal or relocation. Upon the Term's expiration or earlier termination of this Agreement, the Project shall be removed, and the Premises shall be restored by Municipality at its sole cost and expense to either its original condition or a condition as approved by CTDOT in its sole discretion. If Municipality fails to perform such removal and restoration after written notice from CTDOT, CTDOT may take steps to remove the Project and restore the Premises, and any costs incurred by CTDOT in doing so shall be reimbursed by the Municipality.

4. TERM. The term of this Agreement ("Term") shall commence of the Effective Date and continue until terminated in accordance with the provisions of this Agreement.

5. ENVIRONMENTAL LAW. Municipality shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, Municipality and Municipality Parties shall not allow others to store, generate or use any Hazardous Substances at, on, or under the Premises.

6. ENVIRONMENTAL EVENT AND ENVIRONMENTAL RECORDS RETENTION. Municipality, for a period of ten (10) years following the date of termination of this Agreement, shall maintain copies of all Records required by law to be generated by it with respect to environmental conditions on the Premises and of all incidents impacting same ("Event"). For purposes of this Agreement, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under State or Federal law. Within twenty-four (24) hours following the occurrence of any Event, Municipality shall notify CTDOT of same in writing. Said

notification to CTDOT shall be in addition to, and not in lieu of, any and all other Record keeping and reporting requirements imposed upon Municipality by law. Upon written request by CTDOT, Municipality shall permit CTDOT to inspect any and all Records required to be maintained hereunder, and promptly shall provide CTDOT with such copies of same as CTDOT may request in writing, at no cost to CTDOT. Municipality hereby waives any claim of privilege that may attach to said Records.

7. INSURANCE. With respect to the operations performed by Municipality under the terms of this Agreement and also those performed by Municipality Parties, Municipality shall carry for the duration of this Agreement, and any supplements thereto, with CTDOT being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to CTDOT. In the event Municipality secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, CTDOT and the State shall be named as an additional insured.

A. COMMERCIAL GENERAL LIABILITY

Municipality shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by Municipality and/or Municipality Parties, Municipality shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of

the railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) CTDOT and the State, and (v) any other party with an insurable interest. If such insurance is required, Municipality shall obtain and submit the minimum coverage indicated above to CTDOT prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by CTDOT.

D. WORKERS' COMPENSATION

With respect to all operations Municipality performs, and all those performed for Municipality by Municipality Parties, Municipality and Municipality Parties contracted to perform operations, shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

E. CERTIFICATE OF INSURANCE

Municipality agrees to furnish to CTDOT a Certificate of Insurance on form(s) acceptable to CTDOT, in conjunction with Items A, B, C, and D above, fully executed by an insurance company or companies satisfactory to CTDOT, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Municipality further agrees to notify CTDOT within five (5) business days of any cancellation or material insurance coverage change as required by this Agreement.

Municipality shall provide a copy or copies of all applicable insurance policies prior to the effective date of the Agreement, and whenever requested by the State subsequent to the effective date of the Agreement. The Municipality shall not begin performance under this Agreement until the delivery of the policy(ies) to CTDOT. In providing said policies, Municipality may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

8. NOTICE. It is mutually understood and agreed by the Parties hereto that any official notice from one such Party to the other such Party (or Parties), in order for such notice to be binding thereon, shall:

(a) be in writing (hardcopy) addressed to:

(i) when CTDOT is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546,

Newington, Connecticut 06131-7546;

(ii) when Municipality is to receive such notice -

the person(s) acting herein as signatory for Municipality receiving such notice.

- (b) be delivered in person, by email with acknowledgement of receipt, by United States Postal Service with return receipt requested by any method identified by the mailing standards of the U.S. Postal Service, or by recognized courier; and
- (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent Agreement is concluded pursuant to the adherence to this specification.

9. STATE OF CONNECTICUT REQUIRED PROVISIONS. The Parties agree that this Agreement is made subject to each, and every requirement contained in the "State of Connecticut Required Provisions" set forth on EXHIBIT A, attached hereto and incorporated herein.

10. ENTIRE AGREEMENT. This Agreement, when fully executed by both Parties, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of State under the laws of the State of Connecticut. Each recital and exhibit referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

11. NO CHANGE OR MODIFICATION. No change or modification of any of the covenants, terms or provisions hereof will be valid unless in writing and signed by the Parties. Nothing herein shall prevent the Parties from amending this Agreement pursuant to the preceding sentence. There are no understandings or agreements of any kind between the Parties with respect to the subject matter hereof, verbal or otherwise, other than as set forth in this Agreement.

12. CONFLICT. In case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

13. SEVERABILITY. The provisions of this Agreement are severable, and it is the intention of the Parties that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

14. COUNTERPARTS. This Agreement may be signed in counterpart copies, all of which, taken together, shall constitute but one and the same document.

15. EFFECTIVE DATE. This Agreement shall become effective and binding on CTDOT and Municipality as of the date it shall have been executed by CTDOT (the "Effective Date").

[Signature pages immediately follow.]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their proper representatives, thereunto duly authorized, as of the Effective Date.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Garrett T. Eucalitto, Commissioner

WITNESSES:

DCA
Name:

By: Barry Julian
Barry Julian
District 1 Maintenance Director
Bureau of Highway Operations

K. M. F.
Name:

Date: 4.28.2025

STATE OF CONNECTICUT)

COUNTY OF Hartford) ss: Rocky Hill

On this the 28th day of April, 2025, before me, the undersigned officer, personally appeared Barry Julian, who acknowledged himself to be Maintenance Director of the Department of Transportation, State of Connecticut, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and acknowledged the same to be his free act and deed as such Maintenance Director and the free act and deed of the Department of Transportation, State of Connecticut, before me.

Celine Bestard
Commissioner of the Superior Court
Notary Public
My Commission Expires: 10/31/27

Town of Berlin

WITNESSES:

Ryan Curley
Town Manager

Name:

By:_____

Name:

Date:_____

STATE OF CONNECTICUT)

) ss: _____

COUNTY OF _____)

____ Personally appeared for Municipality, _____, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of _____, and his free act and deed as _____, before me.

Notary Public

My Commission expires _____

EXHIBIT A

State of Connecticut Required Provisions (Municipality Agreements) Rev. 8/2023

For the purposes of this document, references to “contract” or “Contract” mean this Agreement, references to “contractor” or “Contractor” mean the Municipality, and references to “Contractor Parties” mean “Municipality Parties”.

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

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Disclosure of Records. Intentionally omitted – Not Applicable.

4. Access to Contract and State Data. Intentionally Omitted – Not Applicable.

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

6. Termination for Convenience. Notwithstanding any provisions in this Contract, CTDOT, through a duly authorized employee, may terminate the Contract whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the

effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.

7. Tangible Personal Property. Intentionally Omitted – Not Applicable.

8. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Contract. The Contractor shall not begin performance under this Contract until the delivery of the policy to CTDOT. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

10. Summary of State Ethics Laws. Intentionally Omitted – Not Applicable.

11. Audit and Inspection of Plants, Places of Business and Records.
Intentionally Omitted – Not Applicable.

12. Campaign Contribution Restriction. Intentionally Omitted – Not Applicable.

13. Protection of Confidential Information.

For the purposes of this Section 13, the following definitions apply:

“Confidential Information” shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that CTDOT classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

“Confidential Information Breach” shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, CTDOT or State.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement, and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of CTDOT or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify CTDOT and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess, or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, CTDOT and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from CTDOT, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate (as defined in 45 C.F.R. § 160.103) of CTDOT.

14. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive

Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

15. **Nondiscrimination.** Intentionally Omitted – Not Applicable.

16. **Health Insurance Portability and Accountability Act.** Intentionally Omitted – Not Applicable.

17. **Iran Investment Energy Certification.** Intentionally Omitted – Not Applicable.

18. Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency Termination Date of Employment

19. **Large State Contract Representation for Contractor.** Intentionally Omitted – Not Applicable.

20. **Large State Contract Representation for Official or Employee of State Agency.** Intentionally Omitted– Not Applicable.

21. **Compliance with Consumer Data Privacy and Online Monitoring.** Intentionally Omitted– Not Applicable.

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: May 13, 2025

SUBJECT: Authorization to Sign Project Authorization Letter and to Approve Matching funds for a Carbon Reduction Grant Sidewalks Grant

Summary of Agenda Item:

The Town received notification of an award for a federally funded grant for Safe Routes to Schools sidewalks. The grant was originally submitted under the Transportation Alternatives Program, but it has been funded under the Carbon Reduction Program. The original grant application was based on a \$4,000,000 project cost that would have included a 20% local match (\$800,000). The Connecticut Department of Transportation (CTDOT) re-estimated the project cost at \$6,000,000 that would include a 20% local match (\$1,200,000). At the April 22nd Town Council meeting, the Town Council authorized the Town Manager to make a request to CTDOT to revise the scope of the Carbon Reduction Program Sidewalk project to conform with an estimated \$3 million alternative scope including sidewalk segments on the following streets: Worthington Ridge, Peter Parley Row, Lower Lane, Meadow Lane, Toll Gate Road, and Main Street, East Berlin. The Town Manager asked the Department of Transportation to update its estimate of the cost of the reduced scope. CTDOT provided a revised cost estimate of \$3,778,740 for the total project and \$730,000 for the first phase of the project, right of way and preliminary engineering. The Town's match is 20% of the cost of the project or \$755,748 in total, including \$146,000 in the design phase. This cost was higher than the preliminary estimate for these segments done by Town staff because Town staff did its estimate based on the average cost per linear foot and CTDOT's estimate is specific to selected segments and accounts for retaining walls expected to be needed on Lower Lane and a drainage culvert extension on Meadow Lane. This information was presented to the town Council at its meeting of May 6 and staff was directed to proceed with the proposed revised scope of work.

The next steps in the process are to officially advise the CTDOT that it intends to accept the Carbon Reduction Sidewalk grant based on a reduced project scope, and for CTDOT to send the Town a Project Authorization Letter (PAL) for signature by the Town Manager.

Funding:

A 20% local match of \$146,000 will be required for the first phase of the project (preliminary engineering and right of way) and this is proposed to be taken from the Grant Road Improvement account (GRI) # 140.20.2037.0.54000.00509.

Actions Needed:

Move to authorize the Town Manager to sign a Project Authorization Letter for the preliminary engineering and right of way phase of a Carbon Reduction Program Sidewalk program grant for sidewalk segments on the following streets: Worthington Ridge, Peter Parley Row, Lower Lane, Meadow Lane, Toll Gate Road, and Main Street, East Berlin, subject to the review and approval of Corporation Counsel, and to authorize a \$146,000 local match for the preliminary engineering and right of way phase from the Grant Road Improvement account.

Attachments:

1. Cost estimate from CTDOT.
2. Sidewalk segment information.
3. Sufficiency of funds.

Prepared By:

Chris Edge, Economic Development Director *CE/efm*

Berlin - SRTS Sidewalk Project					
CRCOIG					
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
ROADWAY ITEMS					
Earth Excavation	C.Y.		\$25	\$0	
Rock Excavation	C.Y.	0	\$70		
Formation of Subgrade	S.Y.	0	\$3		
Processed Aggregate Base	C.Y.	0	\$58		
Bituminous Concrete	Ton	0	\$150		
Sedimentation Control System	L.F.	8,500	\$7	\$59,500	
Drairage Structures (Type C CB)	EA	2	\$5,400	\$10,800	
Drainage Pipe (12" RCP)	L.F.	200	\$105	\$21,000	
Rip Rap	C.Y.		\$125		
Curbing (Concrete)	L.F.	500	\$54	\$27,000	
Curbing (Granite)	L.F.		\$71		
Guide Rail (RB-MASH)	L.F.		\$32		
Concrete Sidewalk	S.F.	44,500	\$16	\$712,000	
Concrete Sidewalk Ramps	S.F.	850	\$33	\$28,050	
Detectable Warning Surface	S.F.		\$48		
Bituminous Concrete Driveway (TYPE)	S.Y.	500	\$70	\$35,000	
Furnishing and Placing Topsoil	S.Y.	4,900	\$7	\$34,300	
Turf Establishment	S.Y.	4,900	\$3	\$14,700	
Construction Field Office	MO.	12	\$5,000	\$60,000	
STRUCTURE ITEMS					
Embankment Walls	LS	5	\$50,000	\$250,000	
Culvert Extension(s)	LS	1	\$50,000	\$50,000	
	LS				
	LS				
	LS				
	LS				
TRAFFIC ITEMS					
Trafficmen - Police	HR.		\$75	\$20,000	
Trafficmen - Flagger	HR.	1,250	\$47	\$58,750	
Traffic Signal	EA		\$200,000		
Pavement Markings	L.F.		\$0.50		
Pavement Markings	S.F.	1,000	\$6.50	\$6,500	

CRCOG				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SIGNS	S.F.			
OTHER ITEMS				
Wood Fence	LF		\$50	
Bollards	EA		\$1,200	
			SUBTOTAL	\$1,387,600
			Minor Items (25%)	\$346,900
		Clearing and Grubbing (2%)		\$27,750
		M&P of Traffic (3%)		\$55,500
		Mobilization (6.5%)		\$104,070
		Construction Staking (1%)		\$13,880
			SUBTOTAL	\$1,935,700
			Incidentals (25%)	\$483,930
			Contingencies (25%)	\$483,930
		Inflation (5% annually)		\$145,180
			Sub-total CN	\$3,048,740
			RW	\$100,000
			PE	\$630,000
			TOTAL	\$3,778,740

[illegible]

Berlin Safe Routes to School Carbon Reduction Grant Scope				
Street	Location	Side	Length in LF	
Worthington Ridge	Peter Parley Row to Middletown Road	W	880	
Worthington Ridge	684 Worthington to Mill Street	W	290	
Peter Parley Row	#11 -67	N	730	
Lower Lane	Norton to Meadow	W	4,125	
Meadow Lane	875 Lower Lane to 7 Meadow Lower Lane	N	1,545	
Toll Gate Road	Meadow Ln to Olisky Blvd	W	430	
Main Street, E Berlin	Chestnut to Grove	W	1,040	
	Total		9,040	



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 14-May-25

Purchase Item or Contract: Economic Development		Requested by: Jim Mahoney	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1	Local share for engineering & ROW phase of Federal Carbon Reduction	\$146,000	\$146,000
	Sidewalk Grant		
TOTAL			\$146,000

Account No. 140.20.2037.0.54000.00509 Municipal Grant-in-Aid (GRI)

Budgeted Amount.....	<u>\$2,928,888</u>	Available balance.....	<u>\$1,554,514</u>
Encumbrances to Date.....	<u>\$243,655</u>	Amount Needed for This Package.....	<u>\$146,000</u>
Expenditures to Date.....	<u>\$1,130,719</u>	Available Balance After Purchase.....	<u>\$1,408,514</u>

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:

Jim Mahoney
Finance Director or Town Accountant

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

Finance Director or Town Accountant

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager RC
DATE: May 15, 2025
SUBJECT: Berlin High School Flooring Investigation Update

Summary of Agenda Item:

The Bio Based Floor Tile throughout Berlin High School that was installed as part of the Renovate as New Project which was completed in 2017 began to show some discoloration late in 2022 in various areas of the corridors and classrooms throughout the original slab on grade building which was constructed in the 1950's. Some areas have also been identified in the 1970' addition which has some slab on grade construction as well as time has gone on. Initial testing and investigations were completed by Town consultants to help determine causes and remedies with staff adding this to the Capital Plan as a project for review. The Council referred the project to the PBC for further review who then hired an additional consultant to review the findings and provide a report of the findings with recommendations. Wiss, Janney, Elstner Associates, Inc. of Shelton, Connecticut provided the Berlin High School Flooring Investigation Report on April 28, 2028. Testing was performed within the building to ensure the health and safety of the occupants is not at risk as the corrective action plan is phased in and has been shared with the Board of Education. On Call Contractor and National Contractor Belfor Restoration of Wallingford, CT was contacted to provide scope and costs per the phased approach to assist in determining the overall magnitude and cost.

Funding:

To be Determined

Action Needed:

Review and discuss the Berlin High School Flooring Investigation Report provided by Wiss, Janney, Elstner Associates, Inc. of Shelton Connecticut.

Move to review and possibly act on the estimates, quotes or proposal provided by on call and national contractor Belfor of Wallingford, CT for funding and action items needed to address the flooring at Berlin High School per the Wiss, Janney, Elstner Associates, Inc. report issued.

Attachments:

Wiss, Janney, Elstner Associates, Inc. Report
Belfor Restoration Scope and Pricing per Report Recommendations (To Follow)

Prepared By:

Douglas Solek, Director of Facilities



Wiss, Janney, Elstner Associates, Inc.
2 Trap Falls Road, Suite 502
Shelton, Connecticut 06484
203.944.9424 tel
www.wje.com

April 28, 2025

Don Lombardo
Town of Berlin
Public Building Commission
240 Kensington Road
Berlin, CT 06037

Berlin High School Flooring Investigation

139 Paterson Way, Berlin, CT 06037
WJE No. 2024.2537

Dear Mr. Lombardo:

Wiss, Janney, Elstner Associates, Inc. (WJE) has performed an evaluation of the reported discolored and partially delaminating vinyl composite tile (VCT) flooring at the Berlin High School in Berlin, CT. Our scope consisted of a review of available documents, visual assessment of the site, field testing and sampling, and laboratory services. This letter summarizes the findings and conclusions of our evaluation, and recommendations to address the conditions.

BACKGROUND

The Berlin High School was originally constructed circa 1959. The building is a two-story structure with overall dimensions of approximately 504 ft. north/south by 714 ft. east/west. The building consists of a cast-in-place concrete slab-on-grade, masonry bearing walls and a steel-framed roof.

The building underwent a major renovation that was completed in the fall of 2017. The renovation, designed by Silver/Petrucelli & Associates, consisted of a complete renovation of the existing building as well as the construction of a new addition to the east.

As part of the renovation the existing flooring typically consisting of tile, VCT and carpet was removed and replaced with new VCT. It is our understanding that there is likely no vapor barrier under the slab-on-grade at the original 1950's building. Various locations with discolored flooring and delaminated tiles were reported at the concrete slab-on-grade at original portions of the building. WJE is not aware of the timeline of the initial observed distress. No issues were noted at 2017 addition or the elevated slabs at the second level.

DOCUMENT REVIEW

WJE reviewed portions of the following documents that relate to the installed flooring:

- Construction Documents, prepared by Silver/Petrucelli & Associates, dated April 6, 2013
 - WJE was not provided any documentation from the building's original construction completed in 1959.

- Project Manuals for Phases One and Two of Renovation, prepared by FIP Construction, Inc. and Silver/Petrucelli & Associates, dated October 12, 2012, and March 25, 2013.
 - Specifically, specification section 096519 for Resilient Tile Flooring
- Flooring Submittal # 096519 approving the submitted flooring product line, dated November 8, 2013
 - The product used was Armstrong Striation BioBased tile which a plant based non PVC floor tile.
 - The adhesive that was used was Armstrong Striations S-525 Clear Thin Spread Adhesive.

Specification section 096519 subsection 3.2 B states that concrete substrates should be prepared per the following guidelines prior to installation of the floor tiles:

1. *Verify that substrates are dry and free of curing compounds, sealers, and hardeners.*
2. *Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.*
3. *Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.*
4. *Moisture Testing: Proceed with installation only after substrates pass testing according to floor tile manufacturer's written recommendations, but not less stringent than the following:*
 - a. *Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in twenty-four (24) hours.*
 - b. *Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have a maximum seventy-five percent (75%) relative humidity level.*

No data associated with moisture testing at the time of construction was provided.

FIELD EVALUATION

John Cocca and Chris Bullers, both of WJE, visited the site multiple times in 2025 to visually review the VCT flooring, collect samples, and conduct field moisture testing. Additionally, a certified industrial hygienist (CIH) was engaged to perform air sampling.

Visual Survey

On January 11, 2025, John Cocca visited the site to perform a visual survey of VCT flooring throughout the school. The VCT distress is limited to the slab-on-grade portions of the original building. The following summarizes our observations:

- At multiple locations, purple and black staining was observed at the topside of the VCT flooring (Figure 1). At some locations black and purple staining was observed in between the joints of the VCT flooring (Figure 2).
- At some locations, VCT flooring was delaminated and had bubbled (Figure 3).

- At some locations, VCT flooring cracked through the center of the tile. These cracks appear to be associated with patches in the original concrete floor (Figure 4).
- At some locations, joints between VCT flooring had large gaps. These cracks appear to be associated with patches in the original concrete floor. (Figure 5).
- At some locations, VCT flooring was damaged, at some locations, tile adhesive installed over the concrete slab-on-grade was exposed (Figure 6).

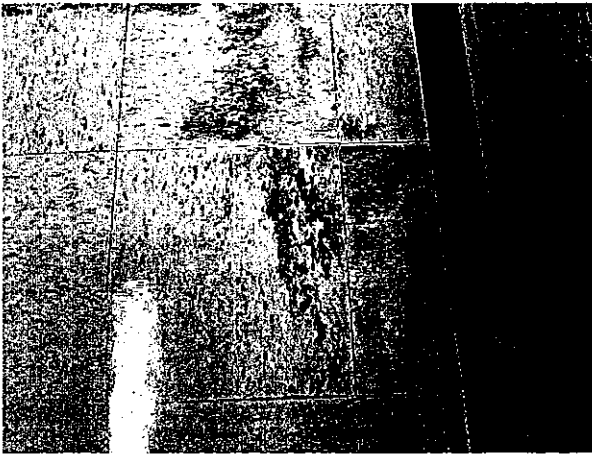


Figure 1. Purple and black staining was observed at the topside of VCT flooring

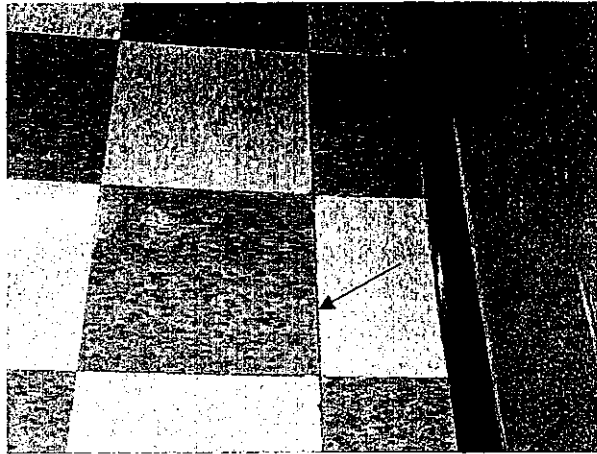


Figure 2. Purple and black staining was observed in between the joints of VCT flooring

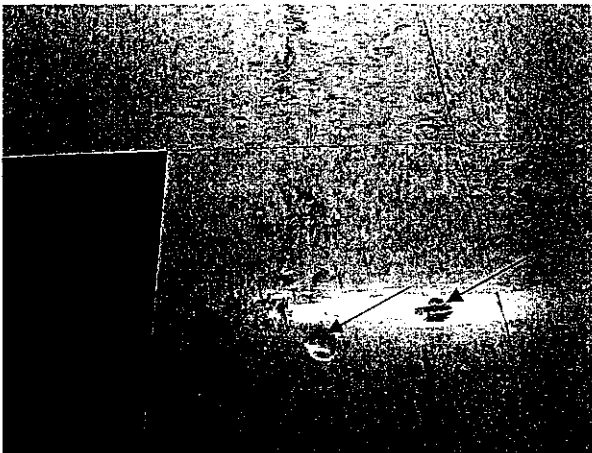


Figure 3. Delaminated and bubbled section VCT flooring

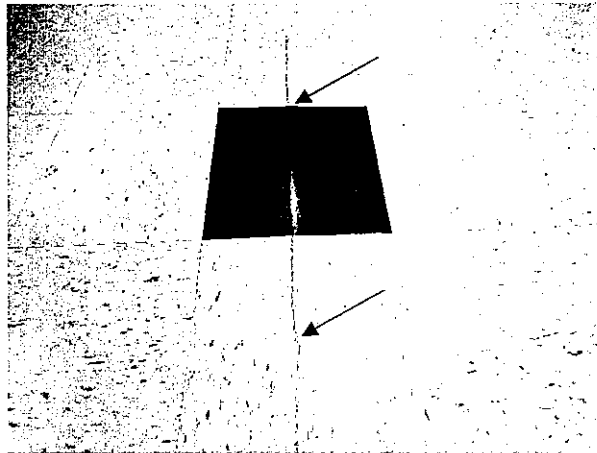


Figure 4. VCT flooring with a crack through the center of the tile.

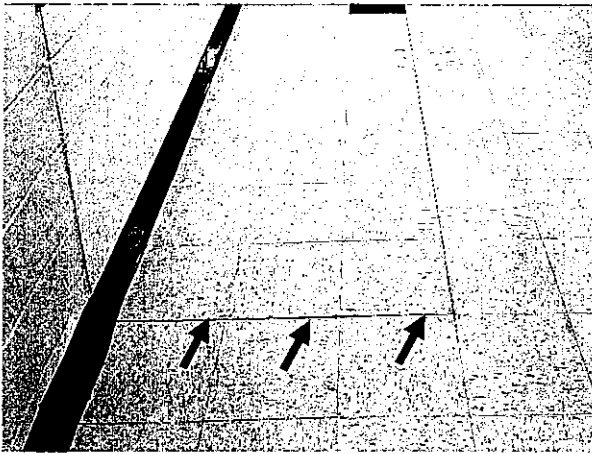


Figure 5. Large gaps were observed between tiles at some locations.



Figure 6. Damaged section of VCT flooring with adhesive layer exposed.

Material Sampling

Based on our initial visit, WJE identified five VCT flooring locations with delamination and staining to be removed and tested. WJE removed the samples on January 24, 2025, and sent the samples to Sterling Laboratories in Chicago, Illinois for microbiological testing as well as to our in-house laboratory in Northbrook, Illinois for microscopy. Locations of the removed samples can be found in Appendix A.

Sterling Labs analysis revealed that mold spores (primarily Ascospores, Aspergillus/Penicillium, and/or Cladosporium) were identified on four of the five samples provided. See Appendix B for Sterling Labs full Analytical Report.

The WJE laboratory conducted a microscopical examination of the VCT flooring to understand the makeup of the tiles as well as determine the depth of discoloration and delamination within the tiles. The microscopical examination of the tiles revealed that discoloration of the tiles is concentrated under the clear acrylic coating at the top surface of the tiles. At some areas the discoloration has caused debonding of the clear acrylic coating. See Appendix C for WJE Laboratory full Evaluation of Tile Samples.

Concrete Relative Humidity Testing

Field moisture testing was conducted by WJE in general accordance with ASTM 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes. The relative humidity of the concrete slab was measured in general accordance with ASTM F2170-19a utilizing the Vaisala HM40 Hand-Held Humidity and Temperature Meter. Testing is performed by dry-drilling a 5/8-inch diameter hole into the concrete and installing an RH probe. Relative humidity is measured after allowing conditions within the drilled hole to stabilize for a minimum of twenty-four hours after installation.

WJE installed five (5) RH probes on April 9, 2025, which correlated with the location of the 5 removed samples. WJE drilled a test-hole to determine the existing concrete slab thickness, the approximate thickness of the slab was approximately 4". Soil was observed beneath the slab and there was no evidence

of a vapor barrier. WJE installed RH probes at a depth of approximately 2.5-3" at each location. Holes were drilled and observed to ensure that the bottom surface of the hole did not have aggregate present for more than 50% of the surface area. The RH probes were located under existing VCT flooring.

Following probe installation and allowing greater than 24 hours to achieve moisture equilibrium within the hole, the temperature and RH of the concrete slab at locations of the RH probes were measured on April 14, 2025.

Table 1 summarizes the concrete slab temperature and RH measurements. The locations and measured readings of each of the five test locations are also noted on the Floor Plan in Appendix D.

Table 1. Relative Humidity Measurements (measurements performed April 14, 2025)

Test No.	General Location	Concrete Slab Temperature (degree F)	Concrete Slab Relative Humidity (percent)	Photo(s),
1	Outside of Mud Storage C119	65.7	84.3	Figure 7
2	Outside of Biology Classroom D234	70.3	99.8	Figure 8
3	Inside Chemistry Classroom E222	66.2	94.1	Figure 9
4	Outside World Language Classroom F223	65.9	100	Figure 10
5	Outside Chorus Classroom G215	69.0	96.2	Figure 11

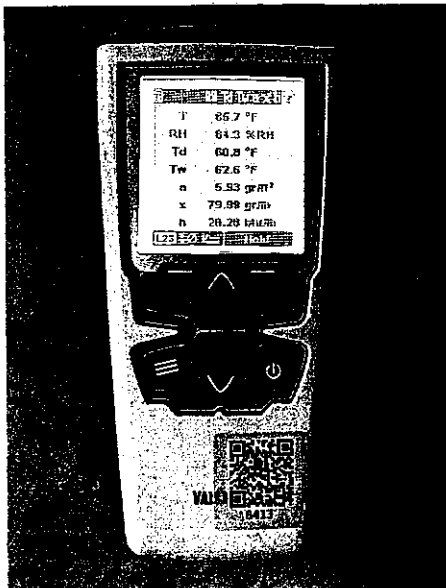


Figure 7. Moisture Probe Location #1



Figure 8. Moisture Probe Location #2



Figure 9. Moisture Probe Location #3

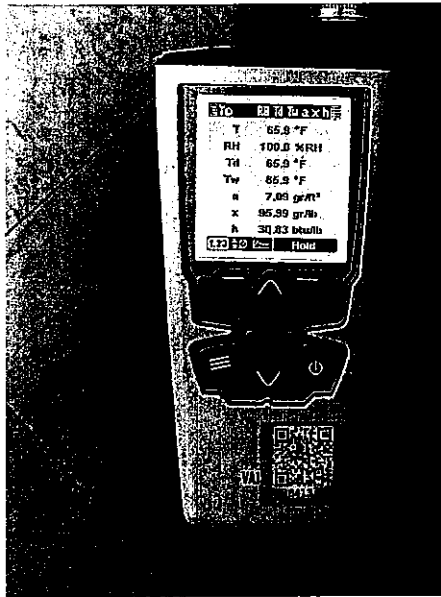


Figure 10. Moisture Probe Location #4



Figure 11. Moisture Probe Location #5

Air Sampling

TRC Companies was retained by WJE to complete microbial air sampling. Again, sampling was done at each of the 5 locations where the tile samples were removed as well as two exterior tests for a control. The tests were completed using the Air-O-Cell sampling cassettes and sent to a lab for analysis. The results

indicated that the total mold spore concentrations in all spaces were below the concurrent outdoor concentration and the types of mold detected indoors were similar to spore types that were or are commonly detected outdoors. While the visual inspection did identify microbial growth, air concentrations detected are relatively low and are not considered to be a health hazard based on the air sampling results. TRC's full report can be found in Appendix E.

DISCUSSION

Based on our review, the discoloration observed in the VCT tile is associated with the development of mold beneath the wax finish on the top of the tile as determined by Sterling Labs and our microscopy analysis. The mold growth is occurring due the presence of a food source which is most likely the plant based tiles and moisture that is found within the slab-on-grade due to the lack of a vapor barrier.

Although no documentation of the original building construction was available, it is typical for slab-on-grade construction of this vintage to not include a below-slab vapor barrier. A below-slab vapor barrier is typically included in modern designs to prevent vapor and moisture from rising from the underlying soil below the concrete. Concrete is permeable to some degree, and moisture can be absorbed into, evaporated from, and transmitted through concrete. If the concrete has a higher relative humidity than ambient conditions, moisture within the concrete slab will begin to evaporate through the top of the slab until equilibrium is achieved. The presence and transfer of moisture within the slab has allowed for the mold growth which has presented as discoloration and staining of the tiles. Due to the fact that the mold is beneath the clear wax layer, it is not friable or airborne as verified by the TRC air testing.

The concrete relative humidity testing verified the high moisture levels within slab, with the results from the testing ranging between 84% to 100% RH. Delamination and bubbling at some locations can also be attributed to the presence of moisture and mold growth as indicated by the WJE microscopical examination.

The specification called for moisture testing to have been performed prior to the installation of the tile. WJE was not provided with documentation from the construction period indicating if, and where this testing was performed prior to the installation.

The cracked and open joints in the VCT are likely associated with localized settlement and shrinkage of the concrete at locations where the existing slab on grade was patched as part of the renovation.

RECOMMENDATIONS

In order to remediate the conditions, WJE recommends that initially, the VCT tiles that are observed to contain mold be removed and temporarily replaced in kind as soon as possible. TRC has developed a work plan for the recommended remediation during the localized tile removals which is attached in Appendix F.

Once the initial remediation is complete, WJE recommends that a phasing plan be developed to remove and replace the existing VCT flooring with the inclusion of a top-of-slab vapor barrier. The vapor barrier should be selected such that it is compatible with the new flooring system. If possible, it may make sense to move away from the plant based flooring and use a moisture tolerant system. Finally, as part of the



new installation, a quality control plan should be established including performing moisture testing after the new vapor barrier is installed.

Should you have any questions, please feel free to contact us

Sincerely,

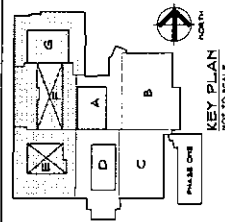
WISS, JANNEY, ELSTNER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'John Cocca'.

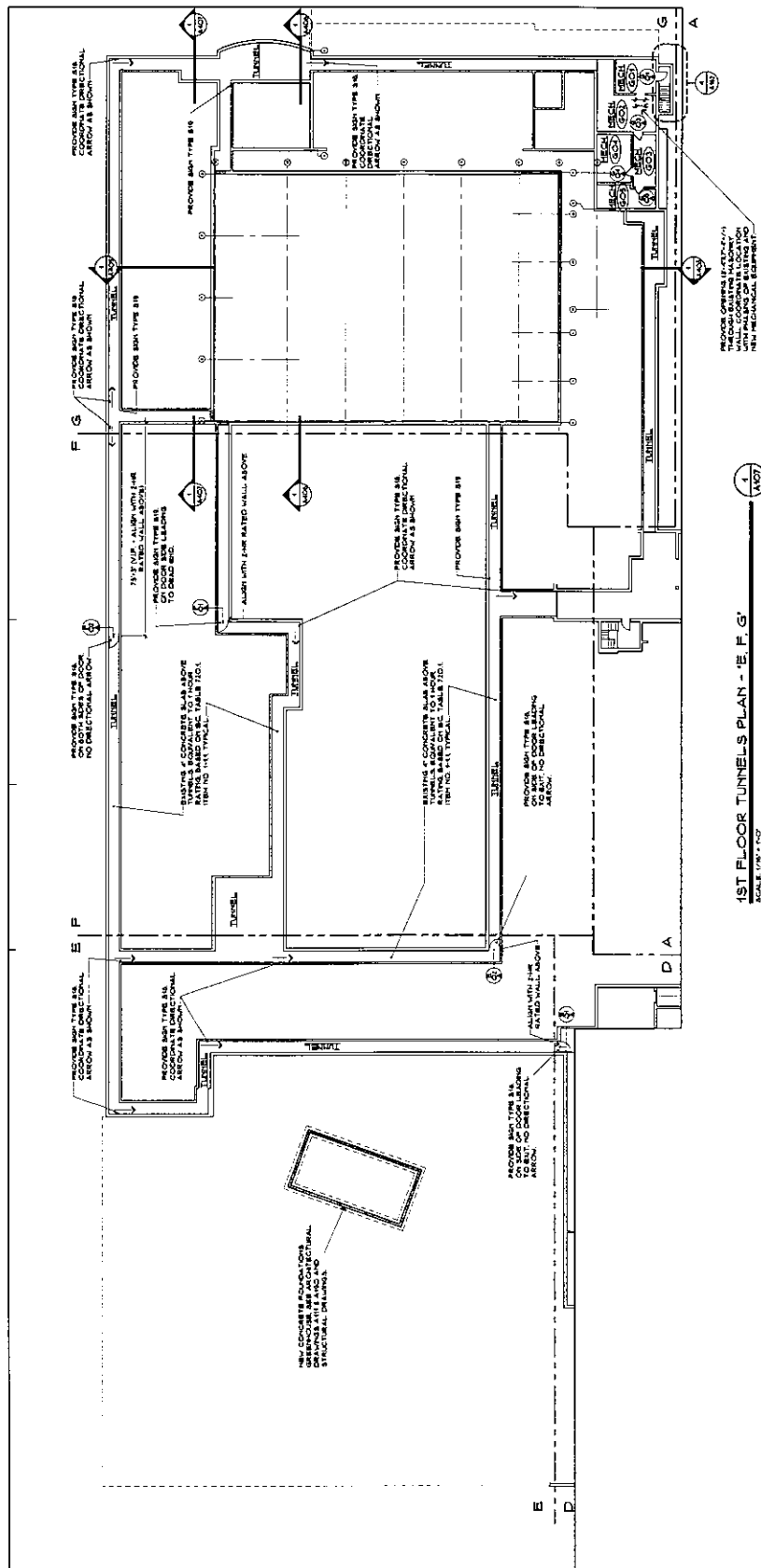
John Cocca, P.E.
Associate Principal

APPENDIX A – SAMPLE LOCATIONS



[illegible]

JANUARY 3 1968
1740 - 9-07
MUC
U.S. AIR FORCE
ORIGIN



1ST FLOOR TUNNELS PLAN - 'E, F, G'

ACAS, Inc. 1/98 • P-02

1ST FLOOR TUNNELS
PLAN - "E,F,G"
State Project Number: 007-0065 EA/RR

SILVER / PETRUCCI & ASSOCIATES
Architects • Engineers • Interior Designers
3190 Whitney Avenue, Hamden, CT 06518
Tel: 761 240-9007 Fax: 203 240-8247
subperpetruct@aol.com

Expansion and Renovate as New Project - PHASE 2
Berlin High School
 139 Patterson Way
 Berlin, Connecticut 06017







SILVER / PETRUCELLI + ASSOCIATES	ISSUED FOR BIDDING	DRAWN BY:	CHECKED BY:	DATE:	PROJECT NO.
 Architects/Engineers/Interior Designers	APRIL 8, 2013				
100 Whitney Avenue, Hamden, CT 06515 Tel.: 203-203-9907 Fax: 203-203-4207 silverpetruci@comcast.net					

A113

2ND FLOOR PARTIAL PLAN - "G"

State Project Number : 007-0065 EA/RK
COP 163

APPENDIX B – STERLING LABS VCT SAMPLES REPORT



sterling^{labs}

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 Info@TheSterlingLab.com

January 30, 2025

Wiss, Janney, Elstner Associates, Inc.
10 South Lasalle Steet, Suite 2600
Chicago, IL 60603
Telephone: (312) 372-0555
Fax: (312) 372-0873

Analytical Report for Work Order: 25010171 Revision 0

RE: 2024.2537, Berlin High School, Berlin, CT

Dear Wiss, Janney, Elstner Associates:

Sterling Labs received 5 samples for the referenced project on 1/30/2025 9:13:00 AM. The analytical results are presented in the following report.

Enclosed are the analytical results for the above referenced project. The samples were analyzed as per the enclosed chain of custody.

All analyses were performed in accordance with established microbiology methodology. All Quality Control criteria as specified in the methods have been met. QA/QC documentation and raw data will remain on file for future reference. Sample acceptance criteria has been met unless noted in the Case Narrative or Sample Receipt Checklist. If required, an estimate of uncertainty for the analyses can be provided.

Thank you for the opportunity to serve you and I look forward to working with you in the future. If you have any questions about the enclosed materials, please contact me at (312) 733-0551.

Sincerely,

Daniel Mikos
Microscopist

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples as received and tested. Sterling labs is not responsible for customer provided information found in the report that is used to calculate final results. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This analytical report shall become property of the Customer upon payment in full. Otherwise, Sterling Labs will be under no obligation to support, defend or discuss the analytical report.



2242 West Harrison St., Suite 200, Chicago, Illinois 60612-3766
Tel: 312.733.0551; Fax: 312.733.2386; e-mail address: info@thesterlinglab.com

Analytical Report for Microbiological Analysis - Direct Examination

Client: Wiss, Janney, Elstner Associates, Inc. Date/Time Received: 1/30/25 9:13 AM
Project ID: 2024.2537, Berlin High School, Berlin, CT Date Analyzed: 1/30/2025
STAT Project No.: 25010171 Analyzed By: DM

Client Sample No.:	REMOVAL #1/VCT SAMPLE	
Date Sampled:	1/24/2025	
Matrix:	Bulk	
STAT Sample No.:	25010171-001	
		Relative Abundance:
Identification:	No Spores Detected	

Client Sample No.:	REMOVAL #2/VCT SAMPLE	
Date Sampled:	1/24/2025	
Matrix:	Bulk	
STAT Sample No.:	25010171-002	
		Relative Abundance:
Identification:	Ascospores	Low
	Aspergillus/Penicillium	Low

Client Sample No.:	REMOVAL #3/VCT SAMPLE	
Date Sampled:	1/24/2025	
Matrix:	Bulk	
STAT Sample No.:	25010171-003	
		Relative Abundance:
Identification:	Ascospores	Low

Client Sample No.:	REMOVAL #4/VCT SAMPLE	
Date Sampled:	1/24/2025	
Matrix:	Bulk	
STAT Sample No.:	25010171-004	
		Relative Abundance:
Identification:	Ascospores	Low
	Aspergillus/Penicillium	Low
	Cladosporium	Low

High concentration: greater than 75% spore cover/field of view
Moderate concentration: 25% to 75% spore cover/field of view
Low concentration: less than 25% spore cover/field of view

SOP 6210



2242 West Harrison St., Suite 200, Chicago, Illinois 60612-3766
Tel: 312.733.0551; Fax: 312.733.2386; e-mail address: info@thesterlinglab.com

Analytical Report for Microbiological Analysis - Direct Examination

Client: Wiss, Janney, Elstner Associates, Inc. Date/Time Received: 1/30/25 9:13 AM
Project ID: 2024.2537, Berlin High School, Berlin, CT Date Analyzed: 1/30/2025
STAT Project No.: 25010171 Analyzed By: DM

Client Sample No.:	REMOVAL #5/VCT SAMPLE	
Date Sampled:	1/24/2025	
Matrix:	Bulk	
STAT Sample No.:	25010171-005	
		Relative Abundance:
Identification:	<i>Ascospores</i>	Low
	<i>Aspergillus/Penicillium</i>	Low
	<i>Cladosporium</i>	Low

High concentration: greater than 75% spore cover/field of view
Moderate concentration: 25% to 75% spore cover/field of view
Low concentration: less than 25% spore cover/field of view

SOP 6210

CHAIN OF CUSTODY RECORD

[illegible]

Comments: PLEASE TEST THE STAINING ON THE 5 PROVIDED SAMPLES FOR MOLD. THE SAMPLES ARE VGT TILES FROM A SUB IN GRADE.

MEMORANDUM | March 25, 2025

Berlin High School, Berlin, CT
Evaluation of Tile Samples

WJE PROJECT NO. 2024.2537

TO John Cocca

FROM Kimberly Steiner

Samples of floor tile were exhibiting spotty discoloration in service. Tiles are reported to be BBT Migrations Tiles, and, according to product literature, have a clear acrylic coating on the walking surface. Several samples were collected and specimens of these samples were provided to Sterling Labs for evaluation for the presence of mold, which found mold spores associated with four of the five submitted samples. Other samples were provided to WJE's Janney Technical Laboratory for microscopical evaluation.

Microscopical examination of tile samples indicated the presence of a clear coat on the surface of the tile samples. Areas of discoloration are concentrated under this clear coat. The clear coat is clear and smooth in most areas, but blistered over some of the discoloration. When cut cross-sections are observed, the discoloration is concentrated under the clear coat. At areas of blistering of the clear coat, the discoloration has caused localized debonding of this clear coat. The body of the tile is generally not discolored through the thickness in these areas. Micrographs are provided in Figure 1 through Figure 6.

The color, pattern, and location of discoloration is consistent with mold growth, as was found by Sterling Labs. If the body of the tile has a higher moisture vapor permeability than the clear coat finish, it is possible that fungal (mold) growth can occur at this interface.



Figure 1. Micrograph of the surface of Sample 3, showing localized areas of discoloration.



Figure 2. Micrograph of the surface of Sample 3, showing an area where the clear coat has debonded (arrows indicate the edge of the clear coat). The tile where the clear coat has debonded does not appear to be substantially discolored; the discoloration appears to adhere to the clear coat.



Figure 3. Micrograph of the surface of Sample 5. Debonded clear coating is indicated with red arrows and discoloration underneath the clear coat is apparent.

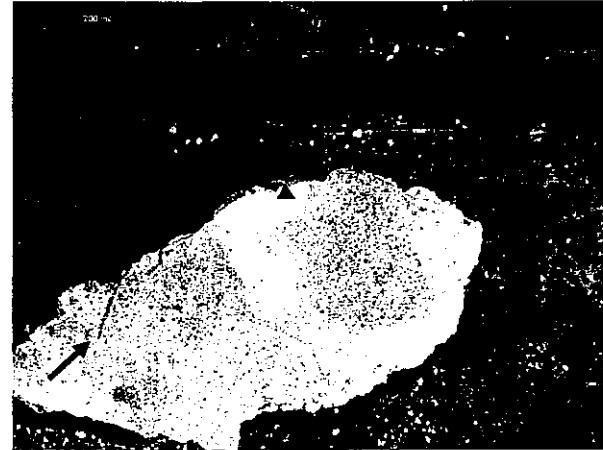


Figure 4. Micrograph of the surface of Sample 5 shown in Figure 3, after removing a portion of the debonded clear coat (red arrow). The underside of the removed clear coat is indicated with a dashed black arrow, and is facing up.

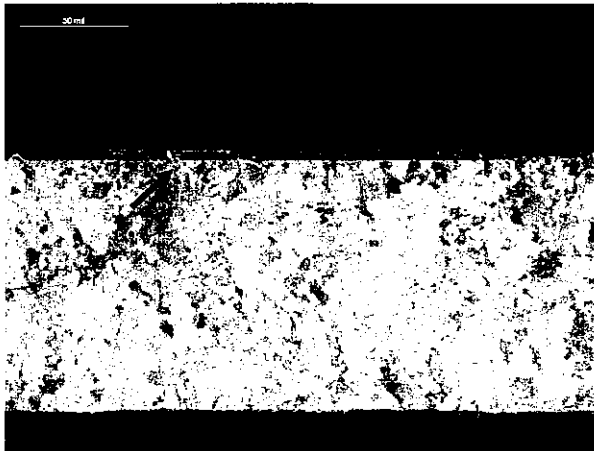


Figure 5. Micrograph of a cut cross-section of Sample 3. The clear coat is indicated with an arrow. Discoloration is apparent on the surface in this location, but the body of the tile does not exhibit discoloration.

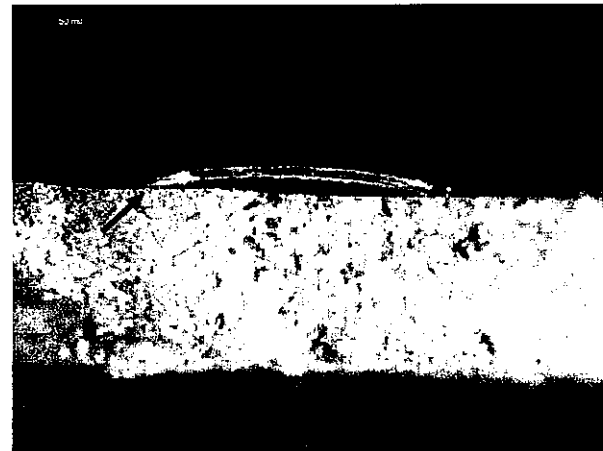
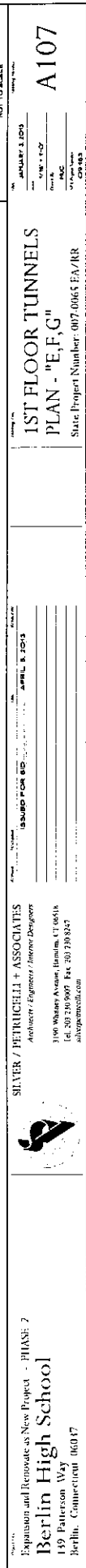
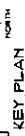


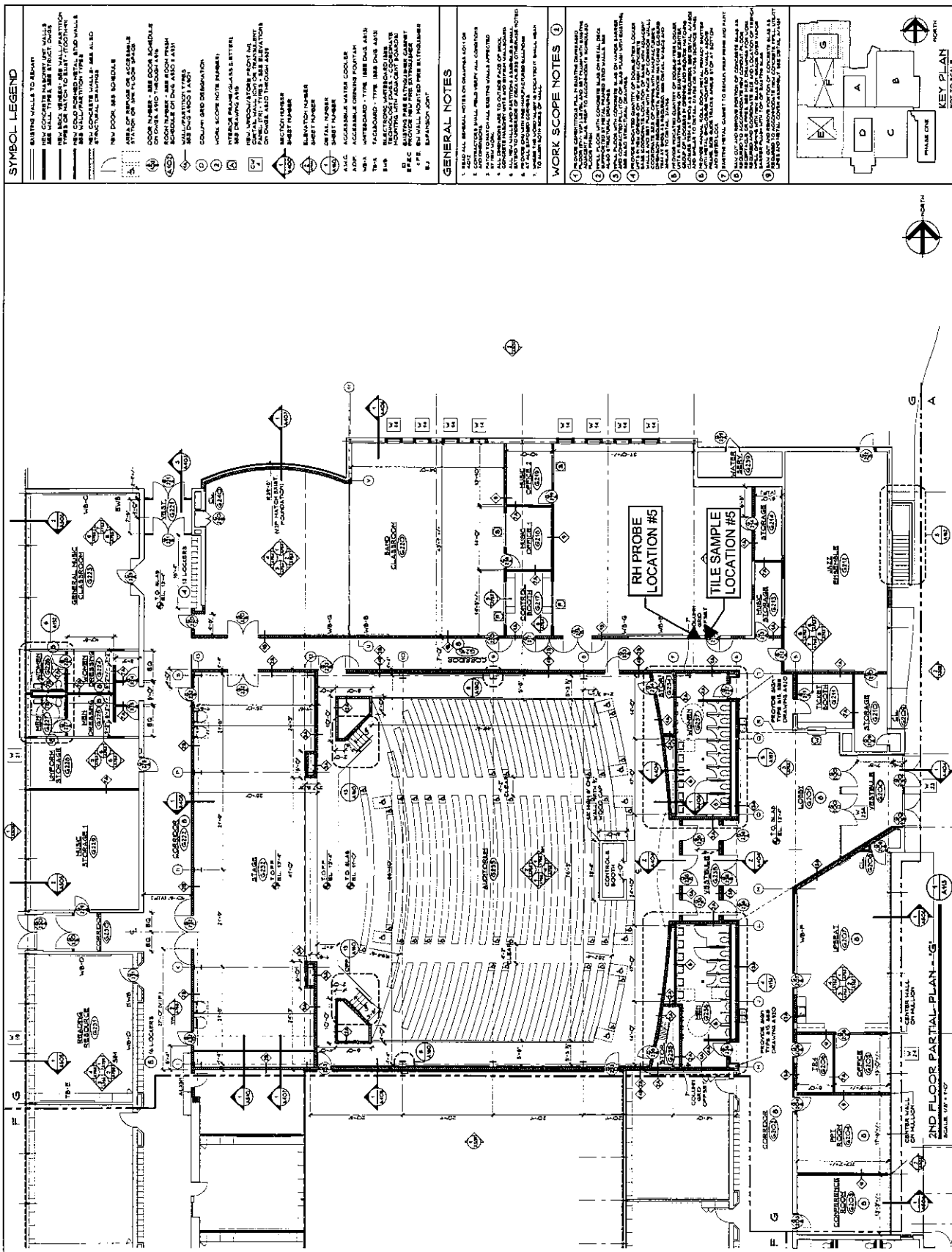
Figure 6. Micrograph of a cut cross-section of Sample 5, at a location of debonded clear coat (arrow). As with the location of Sample 3 shown in Figure 5, the discoloration underneath the debonded clear coat is not apparent in the cross-section.

APPENDIX D – LOCATIONS OF RELATIVE HUMIDITY TESTING



[illegible]

2ND FLOOR PARTIAL
PLAN-"F"
State Project Number: 007-0065 EA/RR



Berlin High School
149 Patterson Way
Berlin, Connecticut 06037



300 Wildwood Ave., Suite 230 T 781.933.2555
Woburn, MA 01801 TRCcompanies.com

April 18, 2025

Mr. John Cocca, P.E.
Associate Principal
Wiss, Janney, Elstner Associates, Inc.
2 Trap Falls Road, Suite 502
Shelton, CT 06484

RE: Initial Microbial Assessment
Belin High School
139 Patterson Way, Berlin, CT 06037
TRC Project 663487 Task 2

Dear Mr. Cocca:

On April 9, 2025, TRC Environmental Corporation (TRC) conducted a microbial assessment at Berlin High School located at 139 Patterson Way in Berlin, Connecticut. This assessment was conducted at the request of Wiss, Janney, Elstner Associates, Inc. (WJE) to assess airborne concentrations of mold spores prior to the remediation of microbial-contaminated floor tiles. Air samples were collected in five (5) predetermined locations that are expected to undergo microbial remediation activities.

INVESTIGATIVE STRATEGY

Visual Inspection

The readily accessible areas of the above referenced property were visually evaluated for evidence of water staining, water damage, and suspect fungal growth (mold). A reasonable effort was made to identify fungal-impacted building materials.

Microbial Sampling – Air Sampling Methods

Sampling for airborne concentrations of total fungal spores was conducted using Air-O-Cell sampling cassettes. Samples were collected at 15 liters of air per minute for five-minute sampling periods using a high-volume sampling pump. Airborne particulates were drawn through the cassette and directly impacted onto an adhesive collection media. The samples were shipped to Hayes Microbial Consulting of Midlothian, Virginia where they were analyzed to determine the quantity and identity of fungal spore types using bright field microscopy (magnification 300x and 600x). Hayes Microbial participates in the American Industrial Hygiene Association (AIHA) Environmental Microbiology Laboratory Accreditation Program (EMLAP), certification #188863. The Air-O-Cell cassette collects both viable and non-viable fungal spores, and the laboratory can identify some of the collected spores down to the genus level.

There is currently little information available on total airborne fungal spore dose-response relationships, and there are no recommended allowable exposure limits established for airborne spores. The American Conference of Governmental Industrial Hygienists (ACGIH) publication *Bioaerosols: Assessment and Control*, indicates that an exposure may be considered unusual when indoor concentrations are significantly higher than those outdoors, or when the types of mold detected indoors vs. outdoors differ markedly.

RESULTS

Visual Inspection

On the day of this assessment, microbial growth was observed on the vinyl floor tiles. The microbial growth appears to be on the tiles beneath layers of floor wax and is only located on first levels of the school. It was observed that tiles with microbial growth were present throughout the first floor of the school and not limited to the five (5) predetermined locations.

The air sampling results are summarized in the table below in concentration units of spores per cubic meter of air (spores/m³). The type(s) of spores detected in each sample are also listed in spores/m³. The laboratory analytical report is included with this report as an Attachment.

Microbial Air Sampling Results
Berlin High School
139 Patterson Way, Berlin, CT
April 9, 2025

Sample Number	Location	Concentration (spores/m ³)	Types of Spores Detected / Concentration (spores/m ³)
39199198	Outdoor 1	80	Ascospores (53) Basidiospores (27)
39199240	Corridor Outside Classroom D234	13	Ascospores (13)
39199209	Classroom E222	13	Ascospores (13)
39199208	Corridor Outside Classroom F223	26	Ascospores (13) Basidiospores (13)
39199187	Corridor Outside Chorus Classroom G215	13	Ascospores (13)
39199241	Corridor Outside Pottery Pugging C119	26	Ascospores (13) Cladosporium (13)
39199203	Outdoor 2	120	Ascospores (80) Basidiospores (40)

The air sample results indicated that total mold spore concentrations in most spaces were below the concurrent outdoor concentration, and the types of molds detected indoors were similar to spore types that were or are commonly detected outdoors. While the visual inspection did identify microbial growth, air concentrations detected are relatively low and are not considered to be a health hazard based on the air sampling results. The visible growth observed could potentially spread and become a health hazard in the future.

It is important to note that construction materials, personal belongings, and indoor environments (including indoor air) are normally not sterile. Therefore, no structure can be completely free of microbial organisms including mold. However, under normal circumstances, commonly accepted industry guidelines suggest that the levels of fungi in the indoor environment should be generally similar to (or lower than) the outdoor air outside of the property. It should be understood that natural dust deposition also contains some amount of fungal spores.

RECOMMENDATIONS

Based on the findings of this assessment, TRC recommends the following for consideration:

1. Identify the source of the microbial growth. This may be due to vapor barrier issues which are leading to elevated moisture levels in the concrete subfloor. This information was provided to TRC by WJE.
2. Perform remediation in accordance with the Microbial Remediation Work Plan, provided to WJE by TRC. Replacement of floor finishes should be delayed until excess moisture has been addressed.

Limitations

This limited microbial assessment was performed in a manner consistent with current best industry practices. Destructive and/or invasive inspections were not within the scope of our investigation. The air sampling results reflect conditions at the time of sampling.

Sincerely,
TRC



Olivia Smaracko, CIH
Senior Industrial Hygienist

Reviewed by:



Ann D. Eckmann, CIH
Industrial Hygiene Group Leader

Attachment: Hayes Microbial Laboratory Report

ATTACHMENT

Hayes Microbial Laboratory Report



#25015809

Analysis Report prepared for

TRC Companies

814 Broad Street
Weymouth, MA 02189

Phone: (781) 337-0016

663487

WJE - Berlin High School
139 Patterson Way
Berlin, Connecticut

Collected: April 9, 2025
Received: April 11, 2025
Reported: April 11, 2025



EPA Laboratory ID: VA01419

Hayes Microbial Consulting, LLC.

3005 East Boundary Terrace, Suite F, Midlothian, VA, 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 1 of 5

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 7 samples by FedEx in good condition for this project on April 11th, 2025.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.



Lab ID: #188863

DPH License: #PH-0198



Olivia Smaracko
TRC Companies
814 Broad Street
Weymouth, MA 02189
(781) 337-0016

663487

WJE - Berlin High School
139 Patterson Way
Berlin, Connecticut

#25015809

Spore Trap
SOP - HMC#101

Sample Number*	1	39199198	2	39199240	3	39139209	4	39199208
Sample Name*	Outdoor 1							
Sample Volume*	75 L							
Reporting Limit	13 spores/m ³							
Background	2							
Fragments	ND							
Organism	Raw Count	Count / m ³	% of Total	Raw Count	Count / m ³	% of Total	Raw Count	Count / m ³
Alternaria								
Ascomycetes	4	53	66.7%					
Aspergillus/Penicillium				1	13	100.0%		
Basidiomycetes	2	27	33.3%					
Bipolaris/Drechslera							1	13
Chaetomium								
Cladosporium								
Curvularia								
Epicoccum								
Fusarium								
Memnoniella								
Myxomycetes								
Pithomyces								
Stachybotrys								
Stemphylium								
Torula								
Ulocladium								
Total	6	80	100%	1	13	100%	2	26
								100%

Water Damage Indicator

* indicates data provided by the customer

Common Allergen

Slightly Higher than Baseline

Significantly Higher than Baseline

Ratio Abnormality

Collected: Apr 9, 2025

Received: Apr 11, 2025

Reported: Apr 11, 2025

Project Analyst:

Date:

Reviewed By:

Date:



P. Ramesh
Ramesh Poluri, PhD

04 - 11 - 2025

Steve Hayes, BSMT

04 - 11 - 2025

3005 East Boundary Terrace, Suite F, Midlothian, VA, 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 2 of 5

Olivia Smaracko
TRC Companies
814 Broad Street
Weymouth, MA 02189
(781) 337-0016

663487
WJE - Berlin High School
139 Patterson Way
Berlin, Connecticut

#25015809

Spore Trap
SOP - HMC#101

Sample Number*	5	39199187	39199187	6	39199241	7	39199203		
Sample Name*	Corridor Outside Chorus Classroom G215			Corridor Outside Pottery Pugging C119			Outdoor 2		
Sample Volume*	75 L			75 L			75 L		
Reporting Limit	13 spores/m³			13 spores/m³			13 spores/m³		
Background	2			2			2		
Fragments	ND			ND			ND		
Organism	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total
Alternaria									
Ascospores									
Aspergillus Penicillium	1	13	100.0%	1	13	50.0%	6	80	66.7%
Basidiospores									
Bipolaris Drechslera							3	40	33.3%
Chaetomium									
Cladosporium				1	13	50.0%			
Curvularia									
Epicoccum									
Fusarium									
Memnoniella									
Myxomycetes									
Pithomyces									
Stachybotrys									
Stemphylium									
Torula									
Ulocladium									
Total	1	13	100%	2	26	100%	9	120	100%

Water Damage Indicator

* indicates data provided by the customer



HAYES
MICROBIAL CONSULTING

Collected: Apr 9, 2025

Project Analyst:

Ramesh Poluri, PhD

Received: Apr 11, 2025

Date:

04 - T

Reported: Apr 11 2025

Reviewed By:

Steve Hayes, BCMT

Ratio Abnormality

Significantly Higher than Baseline

Slightly Higher than Baseline

Common Allergen

Date:

04-11-2025

Page: 3 of 5

contact@havesmicrobial.com

(804) 562-3435

clothian, VA. 23112

3005 East Boundary T

Spore Trap Information

Reporting Limit	<p>The Reporting Limit is the lowest number of spores that can be detected based on the total volume of the sample collected and the percentage of the slide that is counted. At Hayes Microbial, 100% of the slide is read so the LOD is based solely on the total volume. Raw spore counts that exceed 500 spores will be estimated.</p>
Blanks	<p>Results have not been corrected for field or laboratory blanks.</p>
Background	<p>The Background is the amount of debris that is present in the sample. This debris consists of skin cells, dirt, dust, pollen, drywall dust and other organic and non-organic matter. As the background density increases, the likelihood of spores, especially small spores such as those of Aspergillus and Penicillium may be obscured. The background is rated on a scale of 1 to 5 and each level is determined as follows:</p> <p>NBD: No background detected due to possible pump or cassette malfunction. Recollect sample. (Field Blanks will display NBD)</p> <p>1 : <5% of field occluded. No spores will be uncountable. 2 : 5-25% of field occluded. 3 : 25-75% of field occluded. 4 : 75-90% of field occluded. 5 : >90% of field occluded. Suggested recollection of sample.</p>
Fragments	<p>Fragments are small pieces of fungal mycelium or spores. They are not identifiable as to type and when present in very large numbers, may indicate the presence of mold amplification.</p>
Control Comparisons	<p>There are no national standards for the numbers of fungal spores that may be present in the indoor environment. As a general rule and guideline that is widely accepted in the indoor air quality field, the numbers and types of spores that are present in the indoor environment should not exceed those that are present outdoors at any given time. There will always be some mold spores present in "normal" indoor environments. The purpose of sampling and counting spores is to help determine whether an abnormal condition exists within the indoor environment and if it does, to help pinpoint the area of contamination. Spore counts should not be used as the sole determining factor of mold contamination. There are many factors that can cause anomalies in the comparison of indoor and outdoor samples due to the dynamic nature of both of those environments.</p>
Water Damage Indicator	<p>Blue: These molds are commonly seen in conditions of prolonged water intrusion and usually indicate a problem.</p>
Common Allergen	<p>Green: Although all molds are potential allergens, these are the most common allergens that may be found indoors.</p>
Slightly Higher than Baseline	<p>Orange: The spore count is slightly higher than the outside count and may or may not indicate a source of contamination.</p>
Significantly Higher than Baseline	<p>Red: The spore count is significantly higher than the baseline count and probably indicates a source of contamination.</p>
Ratio Abnormality	<p>Violet: The types of spores found indoors should be similar to the ones that were identified in the baseline sample. Significant increases (more than 25%) in the ratio of a particular spore type may indicate the presence of abnormal levels of mold, even if the total number of spores of that type is lower in the indoor environment than it was outdoors.</p>
Color Coding	<p>Fungi that are present in indoor samples at levels lower than 200 per cubic meter are not color coded on the report, unless they are one of the water damage indicators.</p>

Significant Figures



Raw counts and column totals may reflect more than 2 significant figures, but results should only be considered significant to 2 figures.

Analyte Descriptions

Ascospores	Habitat:	A large group consisting of more than 3000 species of fungi. Common plant pathogens and outdoor numbers become very high following rain. Most of the genera are indistinguishable by spore trap analysis and are combined on the report.
	Health Effects:	Health affects are poorly studied, but many are likely to be allergenic.
Basidiospores	Habitat:	A common group of Fungi that includes the mushrooms and bracket fungi. They are saprophytes and plant pathogens. In wet conditions they can cause structural damage to buildings.
	Health Effects:	Common allergens and are also associated with hypersensitivity pneumonitis.
Cladosporium	Habitat:	One of the most common genera worldwide. Found in soil and plant debris and on the leaf surfaces of living plants. The outdoor numbers are lower in the winter and often relatively high in the summer, especially in high humidity. The outdoor numbers often spike in the late afternoon and evening. Indoors, it can be found growing on textiles, wood, sheetrock, moist window sills and in HVAC supply ducts.
	Health Effects:	A common allergen, producing more than 10 allergenic antigens and a common cause of hypersensitivity pneumonitis.



TRC Companies
814 Broad Street
Weymouth, MA 02189

SHIP: FEDEX - PAK 50
DATE: 04-11-2025

MOLD



25015809

8177 9993 5560



Job Number: 663487		Job Name: WJE - Berlin High School			
Collector: Olivia Smaracko		139 Patterson Way			
Date Collected: 4/9/25		Berlin, Connecticut			
Analysis Type		Analysis Description			
Spore Trap	S	Identification & Enumeration of Fungal Spores			
	S+	Spore Trap Analysis with Dander, Fiber, and Pollen counts			
Direct ID	D	ID & Semi-Quantative Enumeration of spores and mycelium			
	D+	Direct Analysis with Fully Quantitative spore count			
Culture	C1	Identification & Enumeration of Mold only			
	C2	Identification & Enumeration of Bacteria only			
	C3	Identification & Enumeration of Mold and Bacteria			
	C5	Coliform Screen for Sewage Bacteria			
Particle	TPA	Total Particulate Analysis, ID & Count (Does Not Include Mold)			
#	Number	Sample	Analysis	Volume	Notes
1	3919 9198	Outdoor 1	S	75 L	
2	3919 9240	Corridor Outside Classroom D234	S	75 L	
3	3919 9209	Classroom E222	S	75 L	
4	3919 9208	Corridor Outside Classroom F223	S	75 L	
5	3919 9187	Corridor Outside Chorus Classroom G215	S	75 L	
6	3919 9241	Corridor Outside Pottery Pugging C119	S	75 L	
7	3919 9203	Outdoor 2	S	75 L	
8					
9					
10					
11					
12					
13					
14					
15					
16					
Released by: Olivia Smaracko		Date: 4/9/25	Received By:		Date: 4/11/25
Hayes Microbial Consulting, LLC.		3005 East Boundary Terrace, Suite F, Middlehian, VA. 23112		contact@hayesmicrobial.com	
		(804) 562-3435		Form #20, Rev 4, March 26, 2019	

APPENDIX F – TRC REMEDIATION PLAN

MICROBIAL REMEDIATION WORK PLAN FOR VINYL FLOOR TILES

Berlin High School, 139 Patterson Way, Berlin, Connecticut

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TRC Project 663487

Prepared for: Wiss, Janney, Elstner Associates, Inc.

1.0 PROJECT SCOPE

The following work plan is for microbial remediation of vinyl floor tiles within the Berlin High School located at 139 Patterson Way in Berlin, Connecticut. The microbial remediation will be conducted in the following locations:

- First Floor, Section C – Corridor C122, outside of Mud Storage Room C119.
- Second Floor, Section D – Corridor outside of Women's Staff Restroom D237.
- Second Floor, Section E – Chemistry Classroom E222
- Second Floor, Section F – Corridor F220, outside of F222.
- Second Floor, Section G – Corridor G216, outside of Chorus Classroom G215.

It is reported that 12'x12" vinyl floor tiles, in the locations noted above, have visible microbial growth present on and/or underneath them. It is TRC's understanding that bulk samples of the floor tiles were collected by Wiss, Janney, Elstner Associates, Inc. (WJE) and were sent to Sterling Labs in Chicago, Illinois for analysis. Sterling Labs participates in the American Industrial Hygiene Association (AIHA) Environmental Microbiology Laboratory Accreditation Program (EMLAP). Microbial growth was confirmed through laboratory analysis of the floor tiles. The laboratory results indicated that there were "low" concentrations of *Ascospores*, *Aspergillus/Penicillium*, and *Cladosporium* species, all of which are species commonly found in outdoor environments, in soil, and in plant debris.

It is TRC's understanding that the tiles are adhered to a concrete substrate with leveling compound, and a vapor barrier is not present. The lack of vapor barrier has allowed for a buildup of moisture under the floor tiles. This has resulted in visible microbial growth on and/or underneath the tile surface. Attempts have been made to clean the visible microbial growth on the tile surfaces without success.

Note: The scope of work is not limited to the locations listed above. As building conditions can be everchanging, there may be other locations within the school building that may have similar situations. It is anticipated that this microbial remediation work plan can be applied to other areas until a more permanent solution is implemented.

2.0 OBJECTIVES

The objective of this work plan is to provide guidelines to:

- Protect the health and safety of the workers associated with the project who have the potential to be exposed to mold-contaminated materials and other potential hazards during performance of their work.
- Minimize the potential for spread of contaminants during the work.
- Perform appropriate cleaning of the components described in this work plan.
- Provide a means of verifying adequate cleaning.

3.0 STANDARDS & GENERAL REQUIREMENTS

3.1 Cleaning Standards and Guidelines

Microbial remediation activities shall be performed in a manner consistent with the most current versions of the following industry standards and guidelines:

- New York City Department of Health and Mental Hygiene, Bureau of Environmental & Occupational Disease Epidemiology, "Guidelines on Assessment and Remediation of Fungi in Indoor Environments".
- American Conference of Governmental Industrial Hygienists (ACGIH), "Bioaerosols: Assessment and Control", Chapter 15: Remediation of Microbial Contamination.
- American National Standards Institute (ANSI) Institute of Inspection, Cleaning and Restoration Certification (IICRC), "ANSI/IIRC S520: Standard and Reference Guide for Professional Mold Remediation Third Edition".

3.2 Contractor Qualifications

Microbial remediation activities shall be performed by a Contractor with experience in similar projects, and in a manner consistent with the above-referenced industry standards and guidelines.

3.3 Worker Training

Workers shall be trained on the hazards associated with exposure to mold and other hazardous materials and physical hazards that may be present in accordance with the following:

Occupational Safety and Health Administration (OSHA)

- Hazard Communication Standard, OSHA 29 CFR 1910.1200
- Hand and Portable Powered Tools and Other Hand-Held Equipment, OSHA 29 CFR 1910.241-244

The Contractor shall provide documentation of training to WJE or their designated representatives upon request.

3.4 Worker Protective Equipment

All workers performing the microbial remediation activities shall wear cut-resistant gloves and protective clothing. All workers performing microbial remediation shall wear appropriate respiratory protection (e.g., half-face air purifying respirators equipped with organic vapor and P100 filter cartridges), and eye protection. Workers shall be medically cleared with up-to-date certification, fit tested with up-to-date certification, and trained in accordance with the OSHA Respiratory Protection Standard, 29 CFR 1910.134. Workers shall receive training for any relevant personal protective equipment (PPE) as identified in OSHA 29 CFR 1910.132, 133, 135 and 138.

The Contractor shall provide documentation of compliance to the WJE or their designated representatives upon request.

NOTE: The Contractor is responsible for all OSHA and other local, state or federal regulatory compliance and no part of this work plan may be construed as substituting for any applicable health, safety or environmental regulation.

3.5 Worker Safety

The Contractor shall comply with all applicable OSHA regulations, including construction industry standards and general industry standards as applicable.

3.6 Safety Data Sheets

The Contractor shall submit Safety Data Sheets (SDS) for all chemical products to be used during the cleaning activities to the WJE or their designated representatives upon request. There shall be a copy of the SDS for each chemical product provided, used or stored by the Contractor on site for the duration of the project.

4.0 PROCEDURES & METHODS

4.1 Engineering Controls

Removal and remediation of the vinyl floor tiles shall be performed using the following engineering controls:

1. Installing air scrubbing units and/or vacuum collection equipment with high efficiency particulate air (HEPA) filters with 99.97% collection efficiency for 0.3-micron sized particles.
 - The Contractor shall ensure that the HEPA-filtered exhaust units/vacuum collection equipment is in good working order and free of excess leakage to maintain the desired filtration efficiency.
 - The HEPA-filtered exhaust units/vacuum collection equipment shall discharge directly to the outdoors. If this is not feasible, the Contractor shall notify WJE in advance for approval of the alternative discharge locations.

4.2 Remediation Procedure

1. The Contractor shall perform all activities in such a manner to minimize the potential to spread contaminants (e.g. dust, debris, mold spores) to adjacent ventilation system components or building areas.
2. The Contractor shall remove vinyl floor tiles with visible microbial growth in each of the areas noted above. Materials under the tiles (i.e., adhesive and leveling compound) shall be removed through scraping by hand or a floor grinder equipped with a HEPA vacuum attachment.
3. The Contractor shall wet-scrub surfaces of the remediation work area using brushes, rags or other items capable of dislodging mold growth adhered to interior surfaces. Benefect® cleaning solution shall be used to conduct the cleaning.
4. Following wet scrubbing and drying, the Contractor shall HEPA-vacuum the remediation work area.

4.3 Security and Signage

1. Access to the remediation work area shall generally be restricted to authorized, trained and protected personnel. These may include the Contractor's employees, approved Sub-contractors, WJE or their designated representatives, and representatives of regulatory agencies having jurisdiction over the project.

2. Signage shall be posted at the entrance to the remediation work area that reads as follows:

**CAUTION
MICROBIAL REMEDIATION WORK AREA
AUTHORIZED PERSONS ONLY**

4.4 Utilities

1. Electrical power and water, if needed, for the Contractor's use shall be coordinated by WJE. The Contractor shall provide and be responsible for required utility connections (e.g., hoses, GFCIs, extension cords).
2. The Contractor shall coordinate with WJE to ensure that, in locations where workers may be exposed to electrical hazards (e.g. wall outlets and wiring) or moving parts, the hazardous elements are appropriately de-energized and are locked/tagged out.
3. The Contractor shall inform anyone who will be required to enter the work areas of electrical hazards that may be encountered within the work areas.

4.5 Disposal

1. All waste and spent materials such as used cleaning towels, disposable clothing, polyethylene sheeting, debris, etc. shall be placed in 6-mil thickness polyethylene waste disposal bags. Alternatively, any materials that may puncture bags shall be wrapped and sealed airtight in two layers of 6-mil thickness polyethylene sheeting secured with tape prior to disposal. The Contractor shall remove the materials off-site for disposal on a daily basis.

4.6 Contractor Compliance with Post-remediation Verification Assessment (PRVA)

1. The Contractor shall temporarily seal the cleaned sections of the remediation work areas, using polyethylene sheeting secured with tape.
2. Following cleaning, but prior to the removal of the engineering controls, the Contractor shall notify WJE in writing to request a post remediation verification assessment (PRVA). The assessment will include a reasonably thorough visual assessment. Surfaces must be cleaned to a level of no visible debris.
3. Upon completion of an acceptable visual assessment, spore trap samples for airborne mold spores will be collected and submitted for laboratory analysis.

4. The Contractor shall repeat cleaning of the work area until all visible evidence of visible mold contamination and excess dust or debris have been removed to the satisfaction of WJE or their designated representative.
5. Re-cleaning shall be performed by the Contractor in those areas that did not meet the visual inspection criteria at no additional cost to WJE.
6. At the conclusion of the PRVA, the Contractor may install new floor tiles.

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