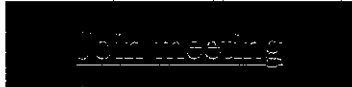


Town Council Meeting 2020-10-06
Hosted by Town of Berlin

Tuesday, Oct 6, 2020 7:00 pm | 2 hours | (UTC-04:00) Eastern Time (US & Canada)
Meeting number: 132 935 0745
Password: Council (2686245 from phones and video systems)



Join by video system
Dial 1329350745@webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 132 935 0745

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, October 6, 2020
Town Council Chambers
7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. AUDIENCE OF CITIZENS
- E. MEETING AGENDA – Immediately Following the Audience of Citizens
- F. CONSENT AGENDA:
 - 1. Topic re: Move to accept donations to the Berlin Animal Control Donation Account for \$ 156.00. – Animal Control

2. Topic re: Accept the donations of \$655 and appropriate the funds to the Police Peer Support Program Expenditure Account. – Police Department

G. NEW BUSINESS:

1. Topic re: Reapprove the Non-Emergency Interagency Agreement between the Town of Berlin and Cromwell, Newington, Rocky Hill, and Wethersfield. – Police Department
2. Topic re: Accept the grants of \$8,722.00 and appropriate funds of \$6,722.00 to the Supplies Account and \$2,000 to the Election Workers Account. – Registrars of Voters
3. Topic re: Accept the Absentee Ballot Support Grant in the amount of \$7,703.00 and appropriate funds of \$3,000.00 to Overtime; \$3,000.00 to Part Time and Summer Help; \$459.00 to Social Security; \$22.20 to Worker's Compensation; \$300.00 to Pension and \$921.80 to Supplies. – Town Clerk
4. Topic re: Authorize the Town Manager to enter into a contract with Mr. Asani for services as the Timberlin Restaurant Concessionaire for the period beginning January 1, 2021 and concluding December 31, 2023. – Golf Course
5. Topic re: Waive the bidding requirements for Northeast Laboratories to allow for payments up to \$17,000.00 so that the Berlin Water Control Commission remains in compliance with water quality tests established by the Connecticut Department of Health, as this is in the best interest of the Town. – Water Control
6. Topic re: Waive the bidding requirements (in case of pump failure, or needed repairs), and approve hiring Fleet Pump & Service in the amount not to exceed \$30,000 through December 31, 2021, as this is in the best interest of the Town. – Water Control
7. Topic re: Waive the bidding process and award Consulting Engineering Services, Inc. (CES) of Middletown, CT the contract to update the Willard School HVAC design documents for an amount not to exceed \$26,000, as this is in the best interest of the Town. – Public Works
8. Topic re: Authorize the Town Manager to enter into Contract Agreement #2021-01 with Fuss and O'Neill of Manchester, CT as the lowest responsive bidder for roadway design services for the LOTCIP Pavement Structure Improvements project for the amount of \$92,700.00, and to increase the contract value through change orders to an amount not to exceed \$111,240.00. – Public Works
9. Topic re: Waive the bidding process and approve issuing a Purchase Order in an amount not to exceed \$75,000.00 to Bobcat of Connecticut, Inc of East Hartford, CT from the Wood Chipper account for the purchase of a wood chipper for the Highway Department, as this is in the best interest of the Town. – Public Works
10. Topic re: Waive the bidding process and approve issuing a Purchase Order in an amount not to exceed \$110,000.00 to H.O. Penn of Newington, CT from the Excavator account for the purchase of an excavator for the Highway Department, as this is in the best interest of the Town. – Public Works

11. Topic re: Waive the bidding process and approve issuing a Purchase Order in an amount not to exceed \$60,000.00 to W.I. Clarke of Wallingford, CT from the Bucket Loader account for the overhaul of the Highway Department's Front Loader, as this is in the best interest of the Town. – Public Works
12. Topic re: Authorize the use of Cargill Salt for treated road salt utilizing the Capitol Region Council of Governments Contract #705 for snow and ice control through June 30, 2021. – Public Works

H. APPOINTMENTS:

1. **Board of Ethics – Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
2. **Board of Ethics – Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
3. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2022. Can be filled with a D, R or U.
4. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2023. Can only be filled with depends on what party affiliation is filled on the above alternate appointment
5. **Constables** – Seven Constables are to be appointed, not more than four of whom shall be of the same political party. Their term expires when a new Town Council is elected, and new appointments were made at the Council's second regularly scheduled meeting. The current Constables are as follows: John Baccaro (D), Paul N. Eshoo (R), John Kozak (R). Bob Zipadelli (D) and **three (3) vacancies**.
6. **Inland Wetlands & Water Courses Commission – Alternate - Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
7. **Inland Wetlands & Water Courses Commission – Alternate – Vacancy** – New term would be until January 31, 2023. Can be filled with depends on the above Alternate appointment.
8. **Plainville Area Cable Television Advisory Council (PACTAC) – Vacancy** – New term would expire on June 30, 2021. Can be filled with a D, R or U.
9. **Plainville Area Cable Television Advisory Council (PACTAC) – Vacancy** – New term would expire on June 30, 2021. Can be filled with depends on the above appointment. There are only two members from Berlin for this board.
10. **Planning & Zoning Commission – Alternate – Vacancy** – Replacement term would be until January 31, 2021. Can be filled with a D, R or U.

11. **Planning & Zoning Commission – Alternate – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
12. **Public Building Commission – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R or U.
13. **VNA – Vacancy** - Replacement term would be until January 31, 2022. Can be filled with a D, R or U.
14. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
15. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
16. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
17. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
18. **Water Control Commission – Alternate – Vacancy** -New term would be until January 31, 2023. Can only be filled with a D or U.
19. **Youth Services Advisory Board – Vacancy - Service Consumer** – New term would be until January 31, 2023.

I. TOWN MANAGER’S REPORT:

J. SPECIAL COMMITTEE REPORTS:

K. COUNCILORS’ COMMUNICATION:

L. ACCEPTANCE OF MINUTES: September 15, 2020

M. EXECUTIVE SESSION:

1. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee. – Police Chief

N. ADJOURNMENT

Consent
#1
Agenda Item No. 41
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Aroscha Jayawickrema, Town Manager
DATE: September 30, 2020
SUBJECT Donation to Berlin Animal Control

Summary of Agenda Item:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20020.00000

Period	Amount	Purpose	Donor*
July 20, 2020 to September 30 , 2020	\$ 5.00 (cash)	Animal Care	Luke Karwowski Berlin
	\$ 1.00 (cash)	Animal Care	Jerry Chalupka Berlin
	\$25.00 (ck#11298)	Animal Care	Kern & Kern Law offices Berlin
	\$ 25.00 (ck#714)	Animal Care	Gary & Linda Riedel Berlin
	\$50.00 (ck #990)	Animal Care	Robert McGee Berlin
	\$ 25.00 (ck# 6707)	Animal Care	Claudia Wells Berlin
	\$25.00 (ck#2593)	Animal Care	Lloyd Turcotte Edgewood, MD.

* Unless a name is mentioned, donors requested anonymity

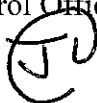
Action Needed:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 156.00

Attachments : thank you notes

Prepared by:

Janice Lund, Animal Control Officer
Sept 30, 2020





TOWN OF BERLIN
Animal Control Department

August 13, 2020

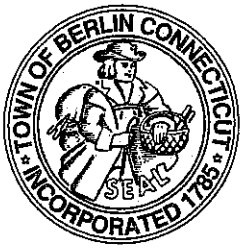
Dennis and Laura Kern
33 Kensington Road
Kensington, CT. 06037

Dear Dennis and Laura,
Thank you for the generous money donation in honor of Marilyn E. Harris. It will be put to good use in purchasing supplies for our animals here at the shelter.
We appreciate your kindness and you thinking of us and the animals we care for!
Sincerely,

Jan Lund, ACO
Kate Matson, AACO



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



TOWN OF BERLIN
Animal Control Department

August 13, 2020

Gary Riedel
30 Huckleberry Lane
Kensington, CT. 06037

Dear Gary,

Thank you for the generous money donation in honor of Marilyn E. Harris. It will be put to good use in purchasing supplies for our animals here at the shelter.

We appreciate your kindness and you thinking of us and the animals we care for!

Sincerely,

Jan Lund, ACO
Kate Matson, AACO



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



TOWN OF BERLIN
Animal Control Department

August 13, 2020

Robert McGEE
140 Hart Street
Kensington, CT. 06037

Dear Robert,

Thank you for the generous money donation in honor of Marilyn E. Harris. It will be put to good use in purchasing supplies for our animals here at the shelter.

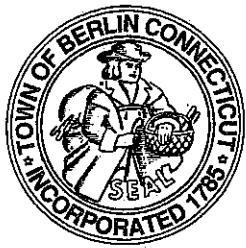
We appreciate your kindness and you thinking of us and the animals we care for!

Sincerely,

Jan Lund, ACO
Kate Matson, AACO



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



TOWN OF BERLIN
Animal Control Department

August 13, 2020

Claudia Wells
53 Quarry Lane
Berlin, CT. 06037

Dear Claudia,

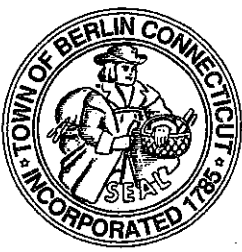
Thank you for the generous money donation, it will be put to good use in purchasing supplies for our animals here at the shelter.

We appreciate your kindness and you thinking of us and the animals we care for!
Sincerely,

Jan Lund, ACO
Kate Matson, AACO



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



TOWN OF BERLIN
Animal Control Department

September 14, 2020

Lloyd Turcotte
2004 Armstrong St.
Edgewood, MD. 21040-3202

Dear Lloyd,

Thank you for the donation of \$25. Sorry to hear that you lost "Rufus".
Of course I remember "Tina". She was such a sweet dog when I met her.
Your donation will be put to good use in purchasing supplies for our animals
here at the shelter and any Vet are they may need.
We appreciate your kindness and you thinking of us and the animals we care for!
Sincerely,

Jan Lund, ACO
Kate Matson, AACO



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

TOWN OF BERLIN

Department of Finance

REPORT OF RECEIPTS

For Department
Of Finance

RR #

①

Date 7/1/2020

Batch or

Dept. Number

0

Page

1

of 1

DEPARTMENT

Animal Control Donation Fund

PREPARED BY

Janice Lund, ACO

Period Covered

FROM

7/19/20

TO

7/22/20

ACCOUNT NUMBER	DESCRIPTION	\$ AMOUNT
001.00.0000.0.20020.0000	Luke Karwowski donation cash	\$ 5.00
Coin	0.00	
CASH >	5.00	
CHECKS>	0.00	
TOTAL	5.00	

DEPT HEAD OR
AUTH. SIGNATURE

DATE _____

7/22/2020

TOTAL DEPOSIT	
------------------	--

\$5.00

FOR FINANCE DEPT. AND TREASURER USE ONLY

RECEIVED BY

DATE _____

POSTED BY

DATE _____

TREASURER OR AUTHORIZED SIGNATURE

DATE _____

RR APPROVED BY _____

DATE _____

FINANCE DEPT

Consent
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: September 28, 2020
SUBJECT: Donation for Police Peer Support Program

Summary of Agenda Item:

The Police Department has received \$655.00 in donations to the Police Peer Support Program.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the Peer Support Program Expenditure Account # 100.15.1532.0.53465.00000.

Action Needed:

Move to accept the donations of \$655 and appropriate the funds to the Police Peer Support Program Expenditure Account.

Attachments:

None

Prepared By: 
Deputy Chief Chris Ciuci

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 6, 2020

SUBJECT: Non-Emergency Interagency Agreements

Summary of Agenda Item:

Connecticut General Statutes authorize two or more municipalities to jointly perform any function that each municipality may perform separately under any provisions of the statutes. The Town of Berlin has a Non-Emergency Agreement with the neighboring towns of Cromwell, Newington, Rocky Hill, and Wethersfield. This agreement allows police officers from one town to assist in such things as Drug, Traffic and Accident Reconstruction Task Forces without the need for each individual officer to become a sworn officer in the other municipality, resulting in less down time and a more efficient operation. State Statutes require that such agreements must be reviewed at least once every five years by the body that approved the agreement (the Town Council) to assess the effectiveness of such an agreement in enhancing the performance of the function that is the subject of the agreement. Chief Klett and his staff have provided some examples as to this agreement so the Council may assess its effectiveness.

Action Needed:

Move to reapprove the Non-Emergency Interagency Agreement between the Town of Berlin and Cromwell, Newington, Rocky Hill, and Wethersfield.

Attachments:

Non-Emergency Interagency Agreement and example by Berlin PD as to its effectiveness

Prepared By:

John M. Klett, Chief of Police

NON-EMERGENCY INTERAGENCY AGREEMENT

Berlin Police Department
Cromwell Police Department
Newington Police Department
Rocky Hill Police Department
Wethersfield Police Department

WHEREAS, Connecticut General Statute § 7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately under any provisions of the general statutes or of any special act, charter or home rule ordinance.

WHEREAS, each of the participating municipalities recognizes the benefits of joining together for the performance of joint police functions;

WHEREAS, each of the participating municipalities find that entering into a joint participation agreement is necessary for the delivery of more effective services to the citizens of their respective municipalities; and

WHEREAS, the undersigned municipalities wish to cooperate in the joint performance of General Law Enforcement Services;

NOW, THEREFORE, it is agreed by and between the municipalities signing this compact by their respective chief executive officers, duly authorized upon approval as set forth in said **Connecticut General Statute**, to the following:

1. The undersigned municipalities hereby delegate to the Chief of Police of their respective municipality the authority to determine when the provision of police personnel resources best serves the purpose of this compact and benefits their respective community.
2. The Police Chiefs of the municipalities participating in this compact shall constitute an oversight board for the group created herein. This board is authorized to administer the procedures attached to this compact and may modify these procedures as necessary to insure efficient and effective operation.
3. The services performed under this compact shall be deemed to be for public and governmental purposes.
4. That at all times when joint police functions are being conducted, police officers assigned to the function shall be deemed to be members of an authorized group and shall have the same powers, duties, privileges, and immunities as are conferred on the police officers of the municipality in whose jurisdiction the group is operating.

5. Each participating municipality agrees that it shall be responsible for all costs, whether monetary or in the form of goods or services, it incurs as a result of participation in this compact. Such costs may include, but are not limited to:
 - a. The actual payroll, including overtime, for the agency's personnel participating in compact activities.
 - b. The replacement or repair cost for any equipment lost, destroyed, damaged or made unavailable as a result of participation in this compact.
 - c. Fuel and maintenance costs for any vehicles and equipment.
 - d. Training cost arising from participation in this compact.
 - e. Worker's Compensation claims pursuant to Connecticut General Statutes §§31-275 through 31-355a.
 - f. Awards for death, disability or injury to employees participating in compact related activities to the extent that such awards exceed Worker's Compensation coverage.
 - g. Survivor's benefits pursuant to Connecticut General Statute §7-323e.
 - h. Heart and hypertension claims pursuant to Connecticut General Statute §7-433c.
 - i. Cost arising from agreement, contracts or obligations the municipality entered into prior to entering this compact.
6. To the fullest extent permitted by law, any participating municipality causing injury or damage shall indemnify and hold harmless the other parties to this Agreement (and their employees, agents, elected and appointed officials) from any and all claims, demands, actions and damages arising from or relating to such injury or damage. In instances where the identity of the responsible party cannot be determined and/or where liability is predicated upon joint venture, vicarious liability or upon other similar grounds, it is the intent of this Agreement that each participating municipality shall be liable only for its proportionate share of responsibility as adjudicated by a court of competent jurisdiction. All disputes concerning apportionment of liability hereunder shall be resolved by a single arbitrator chosen by the parties. If the parties are unable to agree upon a single arbitrator, then the parties shall submit the dispute to the American Arbitration Association or ADR Center, Inc.
7. For grant and funding initiative purposes, the Chief of Police for the lead agency within the participating group, or his designee, shall act as the representative and fiduciary for the group. Lead agency responsibility may be transferred to another participating agency upon the unanimous written consent of all the Chiefs of Police for the departments participating in this compact.
8. Not later than five (5) years from the effective date of this agreement, the effectiveness of this agreement shall be reviewed by the body that approved the agreement for each participating municipality.
9. Any participating municipality may withdraw from this compact by giving thirty (30) days written notice to all the other participating municipalities. Withdrawal of one or more participants shall not void the compact so long as two or more participants shall

not void the compact so long as two or more participants remain active in this compact.

IN WITNESS WHEREOF, the parties hereto have executed this compact this September , 2020.

Anthony J. Salvatore
Town of Cromwell
Chief Executive Officer

Witness

Keith Chapman
Town of Newington
Chief Executive Officer

Witness

John Mehr
Town of Rocky Hill
Chief Executive Officer

Witness

Gary Evans
Town of Wethersfield
Chief Executive Officer

Witness

Aroscha Jayawickrema
Town of Berlin
Town Manager

Witness

**TOWN OF WETHERSFIELD
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE
DETECTIVE BUREAU COMMANDER**

TO: Mid-State Chiefs of Police
FROM: Lieutenant Donald Crabtree, MSARS Commander
DATE: January 9, 2020
SUBJECT: Mid-State Accident Reconstruction Squad (MSARS) Year End Report

During 2019, the Mid-State Accident Reconstruction Squad (MSARS) continued service to the five mid-state towns for response to motor vehicle collisions involving fatal and/or serious injuries. Each agency involved has supported, and continues to support, the MSARS team and its members.

MSARS utilizes the Wethersfield Police Communications Unit to send call-out notifications via the Everbridge Emergency Notification System. MSARS also utilizes the Berlin Police Traffic Unit as a primary vehicle for storage and transport of equipment.

Below is a brief review of team activities during 2019 along with an Activity Log, which is attached at the end of this report.

STATISTICS:

In 2019 the MSARS responded to, and assisted with, a total of eight (8) motor vehicle accident investigations.

The following is the breakdown of responses per town (# of fatalities in parenthesis):

TOWN	2019	2018	2 YR.TOTAL
Berlin	4 (1)	2 (0)	6 (1)
Cromwell	1 (2)	0 (0)	1 (2)
Newington	0 (0)	3 (2)	3 (2)
Rocky Hill	2 (1)	4 (0)	6 (1)
Wethersfield	1 (0)	0 (0)	1 (0)
TOTAL	8 (4)	9 (2)	17 (6)

As a result of these incidents there were four (4) fatalities and at least seven (7) serious injuries. Incident responses decreased from nine (9) in 2018 to eight (8) in 2019 and overall have remained consistent during the last several years. Fatalities from motor vehicle accidents in the five towns increased from two (2) in 2018 to four (4) in 2019 and overall have also remained consistent during the last several years.

INCIDENTS OF NOTE:

One accident involved a police officer operating a marked police vehicle being struck in the driver's side from a vehicle that was being followed by a neighboring law enforcement agency.

One accident was a single vehicle accident, involving one motorcycle, in which both the operator and passenger on the motorcycle were fatalities.

Two accidents involved pedestrians with one being fatal.

TRAINING/ PERSONNEL:

During the past year there have been several new members that have joined the team, replacing members that have left. Many of these newer members have started their reconstruction training and are in various stages of three required training classes. MSARS continues to train one day per month with many of the training days being dedicated to training members on various equipment and protocols of the team.

On average, seven (7) MSARS members respond to an incident. This allows for personnel to efficiently document the scene, including taking measurements and photographs while simultaneously searching for, and securing, evidence. With this level of efficiency, there is a reduced amount of time each officer needs to spend on scene, reducing a per-officer cost. It also allows for a faster clearing of the scene, reducing the impact on traffic and the local areas affected.

The sergeants assigned to MSARS continue to be valuable assets to the team. They aid in supervision during scene responses, training and follow up investigations.

EQUIPMENT:

The physical equipment being used is mostly original to the team's founding and is now at or beyond its expected lifecycle. During training in 2019 the MSARS team was able to see a demonstration of new equipment. Team members have begun researching possible grant funding that could be used to replace this aging equipment. This search for grant funding continues.

This was my second full year as the MSARS Commander. I continue to be impressed with the dedication and professionalism of this team of officers and would like to thank the mid-state chiefs for your support of our team and personnel.

Lieutenant Donald Crabtree, Wethersfield PD
MSARS Commander

**Mid-State Accident Reconstruction Squad
2019 Incident Log**

DATE	TIME	DAY	TOWN	LOCATION	TYPE OF ACTIVITY	INJURY	FATALITY	AGENCY CASE #
2/28/2019	0319	Thursday	Wethersfield	Prospect St./ Grissold Rd.	2 car ¹	2	0	19-02863
4/22/2019	0752	Monday	Berlin	249 High Rd.	Car v. Pedestrian ²	1	0	2019-6272
5/5/2019	0039	Sunday	Berlin	1103 Chamberlain Hwy.	2 car	2	0	2019-6999
7/1/2019	1644	Monday	Berlin	Frontage Rd./ Worthington Ridge	Car v. moped	1	0	2019-10110
7/18/2019	0730	Thursday	Rocky Hill	1208 Cromwell Ave.	2 car	0	1 ³	1900019665
9/10/2019	0830	Tuesday	Rocky Hill	738 New Britain Ave.	2 car	1	0	1900024389
10/16/2019	2300	Wednesday	Berlin	319 New Britain Rd.	Car v. Pedestrian Evading	0	1	1900016727
10/26/2019	2204	Saturday	Cromwell	Main St./ Fritsch Rd.	1 Motorcycle	0	2	19-11537


¹ Two car collision involving Wethersfield Police cruiser. Injury sustained by Wethersfield Police Officer.

² Twelve-year-old student struck while walking to school.

³ Fatality due to possible medical issue.

Agenda Item No. 2
Request for Town Council Action

TO: The Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: September 24, 2020

SUBJECT: Grant for 2020 Elections

Summary of Agenda Item:

The Registrar of Voters has received \$8,722.00.00 in grants for the 2020 elections.

These funds will be deposited into the Supplies Account #001.05.0510.0.453201.00000 in the of amount of \$6,722 and Election Workers Account # 001.05.0510.0.51540.00000 in the amount of \$2,000.

Action Needed:

Move to accept the grants of \$8,722.00 and appropriate funds of \$6,722.00 to the Supplies Account and \$2,000 to the Election Workers Account.

Attachments:

None

Prepared By:

Christy Miano
Registrar of Voters

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 24, 2020

SUBJECT: Absentee Ballot Support Grant

Summary of Agenda Item:

The following is from the Secretary of the State Office: "The Absentee Ballot Support Grant is given to the towns so that town clerks have the resources to process, mail out, and count a record-breaking number of absentee ballots. 2020 is the first election in Connecticut history where every voter will be able to vote by absentee ballot if they choose to do so. The grant assumes that 80% of registered voters will chose to vote in 2020, and that 66% of those voters will choose to vote by absentee ballot, and grants towns \$1 for each voter through the 10,000th projected voter and \$2 for each additional voter more than 10,000. Should more voters cast absentee ballots than projected, towns will receive additional grant money in the same amounts. The Absentee Ballot Support Grant projects more than 1.1 million votes cast by absentee ballots, for a total grant amount of \$1,446,693. This is in addition to the \$2 million dollars spent on printing and postage for the absentee ballot applications and ballots in the primary, the \$2.1 million on printing and postage for the absentee ballot applications for the general, the \$500,000 for Secure Ballot Drop Boxes, and the \$1.1 million on postage for the absentee ballot packages and completed ballots for the general."

Town Clerk

001.05.0511.0.51400.00000	Overtime	\$3,000.00
001.05.0502.0.51510.00000	Part Time & Summer Help	\$3,000.00
001.05.0511.0.52100.00000	Social Security	\$459.00
001.05.0511.0.52010.00000	Worker's Compensation	\$22.20
001.05.0511.0.52200.00000	Pension	\$300.00
001.05.0511.0.53201.00000	Supplies	\$921.80
		<u>\$7703.00</u>

Action Needed:

Move to accept the Absentee Ballot Support Grant in the amount of \$7,703.00 and appropriate funds of \$3,000.00 to Overtime; \$3,000.00 to Part Time and Summer Help; \$459.00 to Social Security; \$22.20 to Worker's Compensation; \$300.00 to Pension and \$921.80 to Supplies.

Attachments:

None

Prepared By: Kate Wall, Town Clerk

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: September 29, 2020
SUBJECT: Timberlin Golf Course-Restaurant Concessionaires Contract

Summary of Agenda Item:

The Current Restaurant Concessionaire agreement expires on December 31, 2020. An RFP was developed and marketed to solicit bids for the successor contract for concessions at Timberlin Golf Course. Four food service companies attended a mandatory walk-thru of the facilities. Subsequently, the current concessionaire, Remzi Asni, was the only vendor that submitted a bid.

The Town Manager and the Director of Golf entered into negotiations with Mr. Asni. The current contract requires a monthly lease of \$3,274.63 for the months of April through November, which is a total annual payment of \$26,197.04.

Overall, Mr. Asni has been successful as the restaurant concessionaire and has worked very hard to satisfy all segments of the Town as they relate to Timberlin. A new Agreement has been reached and all parties have reviewed the proposed successor contract and have agreed upon its terms.

The key elements of the new Restaurant Concessionaire contract include:

- Mr. Asni will have unlimited usage of the outdoor tent area (any golf event will supersede)
- Contract duration is three years beginning January 1, 2021-December 31, 2023
- Yearly lease payment:
 - 2021 - \$47,044.00
 - 2022 - \$48,134.00
 - 2023 - \$49,300.53

The proposed contract has been reviewed by Corporation Council.

Action Needed:

Move to authorize the Town Manager to enter into a contract with Mr. Asani for services as the Timberlin Restaurant Concessionaire for the period beginning January 1, 2021 and concluding December 31, 2023.

Attachments: Proposed Concessionaires Contract

Prepared By: Jonathan Zuk-Director of Golf JZ

CONCESSION AGREEMENT AND LEASE

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the TOWN OF BERLIN, a Connecticut municipal corporation, having its territorial limits within Hartford County and the State of Connecticut, acting herein by Town Manager, Arosha Jayawickrema (hereinafter "Town"), and Par For The Course, LLC, a Connecticut limited liability Company having a principal place of business at of 296 Cedar Mountain Road, Thomaston, CT 06787 (hereinafter "Lessee").

WITNESSETH:

ARTICLE ONE

Demise

The Town hereby leases to the Lessee, who upon paying rent and performing all of the terms hereof on his part to be performed shall peaceably and quietly enjoy the leased premises free of interruption by or on account of the Town, the following premises located in the Town of Berlin:

- The entire second floor area of the Timberlin Golf Course Club House at 330 Southington Road, Berlin, Connecticut consisting of (a) Clubhouse 2,021 square feet (b) The tented pavilion area adjacent to the clubhouse consisting of approximately 1,500 square feet and that equipment owned by the Town and supplied to the Lessee for its use as more particularly listed on Schedule A attached hereto (hereinafter the "Premises").
- The Lessee shall also maintain in a clean and orderly manner the 1,500 sq ft of pavilion area adjacent to the clubhouse. This will include: the breakdown and set up of all and tables and chair for all events, the cleaning of the area in and around the tent pavilion before and after each event, along with daily cleaning of the tent pavilion area. All golf related events will supersede any other event the concessionaire may book.

ARTICLE TWO

Term

1. The Term of the Lease shall be from January 1, 2021 through December 31, 2023.
2. The Lessee has no right or option to renew or extend the Lease period. The Town reserves the right to negotiate with the Lessee or with other vendors at the Town's sole discretion after the termination or expiration of the term of this lease.

ARTICLE THREE

Permitted Uses

1. The Premises shall be occupied and used by Lessee only for restaurant operations or such other uses as may, from time to time, be authorized by the Town in writing, but for no other purposes. "Restaurant operations" shall mean and be limited to:
 - a. The operation of a restaurant or dining room for the service of food and alcoholic beverages;
 - b. the operation of a cocktail lounge or fast bar for the sale and consumption of alcoholic beverages, soft drinks and food;
 - c. the operation of a pavilion tent as a banquet type facility for the consumption of alcoholic beverages, soft drinks and food;
 - d. the sale of soft drinks and packaged sundry food items from vending machines that may be located at Timberlin Golf Course;
 - e. the sale of hot dogs, hamburgers, beverages from a portable cart(s) or stands(s) located at Timberlin Golf Course; and
 - f. the sale of any and all items customarily sold at retail in restaurants, excluding, however, golf equipment, clothing or other golfing supplies.

Lessee acknowledges that the foremost and primary purpose of the operation of the Premises is to serve the golfers using the facility, and the general public using the Premises as a restaurant facility. The Lessee understands, acknowledges and agrees that Lessee Shall not participate in or conduct a catering business at the Premises. The Lessee is permitted to serve weddings and wedding receptions, groups, clubs, parties and gatherings at the Premises so long as they do not interfere or conflict with golf tournaments, golf outings, service to golfers and service to the general public using the Premises, or prevent the use of the parking areas by golfers and the general public in and around the Premises. Any non-golf functions must be approved, in writing by Director of Golf, prior to the booking of the event.

During the term of the lease, Lessee shall have the exclusive right to dispense food and/or drinks at Timberlin Golf Course including all vending machines located in and around the building in which the Premises are located.

ARTICLE FOUR

Lessee agrees that its use of the Premises will comply with all present and future laws, ordinances, regulations of the federal, state and local government and their respective agencies, relating to the occupancy or use of the Premises (including, but not limited to, those relating to liquor control, health, safety and fire prevention) and that the Premises shall not be used or allowed to be used for any illegal, unsafe or improper (in the discretion of the Town) purposes. No electronic amusements or games are permitted in the Premises. Exotic and/or nude, or nearly nude entertainment and all pornographic materials are also prohibited from the Premises.

ARTICLE FIVE

Rent

1. Rent

- a. The lease period for year one (1) runs from January 1, 2021 through December 31, 2021. Beginning March 1, 2021 the Lessee shall pay the Town rent and utilities in the amount of \$46,044.00 payable in ten (10) equal monthly installments of \$4,604.40 due on the first day of each month commencing on March 1, 2021 and continuing until December 1, 2021.
- b. The lease period for year two (2) runs from January 1, 2022 through December 31, 2022. Beginning March 1, 2022 the Lessee shall pay the Town rent and utilities in the amount of \$47,134.00 in Ten (10) equal monthly installments of \$4,7134.40 due on the first day of each month commencing on March 1, 2022 and continuing until December 31, 2022
- c. The lease period for year Three (3) runs from January 1, 2023 through December 31, 2023. Beginning March 1, 2023 the Lessee shall pay the Town rent and utilities in the amount of \$48,299.96 in Ten (10) equal monthly installments of \$4,829.99 due on the first day of each month commencing on March 1, 2023 and continuing until December 31, 2023

- d. At all times during the term hereof, Town shall furnish water for use under this Agreement.
- e. All rent payments shall be made payable to: "Treasurer, Town of Berlin" without any demand therefore and without any deduction or offset whatsoever in lawful money of the United States, which shall be legal tender at the time of payment and delivered to the Finance Director, Town of Berlin, Town Hall, 240 Kensington Road, Berlin, Connecticut 06037, or at such other place as the Town may, from time to time, direct. A late charge of ten percent (10%) shall be due and payable as additional rent for any rent payments not received by the by the 10th day of each month. Failure to timely pay rent shall be an event of default entitling the Town to its remedies at law, in equity and pursuant to the Agreement. Lessee shall reimburse Town for Town's reasonable attorney's fees and costs arising from or relating to Lessee's default.

2. Additional Rent

If the Premises are open for business between January 1st and February 28th during any year of this lease term the Lessee shall pay rent of \$4600 per month for such monthly periods, which rent shall be paid on a pro-rata per diem basis for any partial months.

3. Expansion

Lessee acknowledges that Town may remodel and expand the Premises at some time during the term hereof. Lessee covenants and agrees that Town shall have the right to enter upon the Premises or any part thereof and to make such alterations, additions, repairs or structural changes as Town shall deems appropriate. Except for emergency repairs, Town will use its best efforts to prevent such alterations, additions, repairs or structural changes being made or effected at such times or in such ways which would materially disrupt Lessee's business at the Premises. Upon completion of said remodeling and/or expansion work, the rent shall be increased or decreased by that amount agreed upon by the parties or, if the parties fail to agree, to that amount determined pursuant to Article Twenty-Eight, infra.

ARTICLE SIX

Hours and Service

Lessee shall provide during the term of this Lease food and beverages, to be available at all hours during which the golf course is open. Lessee shall serve food and beverages of good quality at reasonable prices for the convenience of the public using the Premises.

Lessee agrees to keep the entire Premises clean as more particularly set forth and specified herein, and Lessee agrees to provide a full restaurant menu, to include breakfast, light luncheon, full luncheon and on Thursdays, Fridays and Saturdays, a dinner menu, and to operate the facility at all times in accordance with the following minimum operating hours and standards:

- A. During the golf season, March 1st through December 31th, Lessee shall be open from one-half hour before the golf course is opened for play to one hour after the closing of the golf course or as those hours may be from time to time modified by the Town.
- B. The restaurant shall be open for business throughout the golf season, and, except as otherwise provided, the restaurant shall close no later than 10:00 p.m. The closing of the restaurant means that all food and beverage service operations shall cease. All patrons shall vacate the Premises no later than 10:30 p.m. Lessee reserves the right, however, to adjust the closing time to an earlier hour than 10:00 p.m. as Lessee shall deem appropriate or necessary to establish or maintain the profitability or success of operations of the Premises; but in no event shall the closing time be adjusted to a time earlier than one hour after the closing of the golf course during the period from March 1st through December 31th without prior written consent of the Town. If the Lessee wishes to remain open after 10:00 p.m. for special events, permission must be granted by the Director of Golf
- C. A full restaurant menu, with prices, shall be provided to the Director of Golf for review and approval prior to use of the same. Lessee agrees to serve only food and beverages of good quality in accordance with the standards of a median priced quality family restaurant in Hartford County.

ARTICLE SEVEN
Employees' Service

- A. Lessee will keep the Premises, including hallways, boiler areas, bathrooms scrupulously neat and clean at all times in accordance with the standards of a quality restaurant in Hartford County. All employees shall be neatly dressed and clean in appearance. Lessee shall provide enough employees to serve all of its patrons with reasonable promptness. Lessee covenants and agrees that it will furnish all labor, services, material, supplies and equipment reasonably necessary to maintain the Premises in a clean, orderly and inviting condition. Lessee shall, at all times, comply with all rules, regulations, ordinances, laws, orders and statutes applicable to the Premises, at Lessee's sole cost and expense.
- B. Lessee shall maintain the tent pavilion in an orderly fashion. Lessee is responsible for the setup, break down and storage of tables and chairs, along with the cleanliness of and surrounding area.
- C. Lessee further agrees that it shall not permit garbage, grease and other refuse to accumulate or to gather in or about the Premises except in suitable covered garbage receptacles which Lessee shall be responsible for keeping clean at all times. Lessee shall be responsible for the storage and removal of grease, at lessee's expense
- D. The Lessee shall supply all equipment and furnishings at its own expense, except for equipment listed in the attached inventory. If the Lessee desired to substitute its equipment for existing Town owned equipment, the Town and Lessee shall negotiate terms and conditions relative to the substitution of the costs relative to the removal, storage, and reinstallation of existing equipment including any cost of renovation to the leased premises. Equipment to be provided by the Lessee shall include, but not be limited to, sound system, televisions, draft system, bar stools/chairs/booths, and computer/register system.
- E. The Lessee shall be responsible for paying directly to a cable Television and internet provider for service. The Lessee is also responsible for paying for directly to a company to supply propane for the (Tent area propane grills)
- F. The Lessee covenants and agrees that it will furnish all labor, services, material, supplies and equipment necessary to maintain the leased premises in a clean,

orderly and inviting condition reasonably satisfactory to the standards set by the Central Connecticut health district. It is understood and agreed by the parties, that the Director of Golf or his designee will conduct quarterly inspections of said premises and shall furnish in writing to the Lessee, a list of discrepancies, if any, discovered during said inspections and which discrepancies the Lessee agrees to correct in an expeditious manner. The Lessee further agrees that it shall not permit garbage and other refuse to accumulate or to gather in or about the clubhouse or tent area except in suitable covered garbage receptacles. The Lessee shall be responsible for keeping said receptacles clean at all times. The Leased premises to include, but not limited to, the tent area, and its immediate surrounds including the concrete area surrounding the clubhouse.

- G. Lessee shall secure, at its own expense, and display properly all required permits and licenses.
- H. The Lessee agrees to furnish a MOBILE FOOD CART Minimum Core Hours of the beverage cart will be from Memorial Day Thru Labor Day-Weekdays, from 11AM to 6PM, Weekends and Holidays from 10AM to 6PM plus all hours of tournament/outing play (If requested by tournament). The Lessee must obtain a mobile food cart. It must be insured by the Lessee for physical damage and liability coverages.
- I. The Lessee shall also maintain in a clean and orderly manner the 1,500 sq. ft. of pavilion area adjacent to the clubhouse. This will include: the breakdown and set up of all tables and chairs for all events, the cleaning of the area in and around the tent pavilion before and after each event, along with daily cleaning of the tent pavilion area.

ARTICLE EIGHT
Assignment and Subletting

Lessee shall not assign this Lease or sublet the Premises in whole or in part, nor shall this Lease or the interests created hereby be assigned or transferred by operation of law, without the prior written consent of Town, which consent may be withheld in its sole discretion.

ARTICLE NINE
Events of Default; Right to Repossess Premises.

Each of the following constitutes an event of default:

- A. If Lessee shall fail to pay all or any part of an installment of the rent and utilities or any additional rent or other charges as and when the same shall become due and payable, and such default shall continue for a period of ten (10) days, or
- B. if Lessee shall default in the performance of any of the other terms, covenants or conditions of this Lease and such default shall continue for a period of ten (10) days after notice, or
- C. if any execution shall be issued against Lessee or any of Lessee's property whereby the Premises shall be taken or occupied by someone other than Lessee, or
- D. if Lessee shall fail to take possession of the Premises within ten (10) days after the commencement of the term of this Lease, or
- E. if Lessee shall vacate and abandon the Premises, or
- F. if this Lease or the estate of the Lessee hereunder shall be transferred or pass to or devolve upon another person, firm or corporation, except in the manner provided in this Lease, or
- G. if Lessee shall assign, mortgage or encumber this Lease, or attempt to sublet the whole or any part of the Premises, without the prior written consent of Town, or
- H. if Lessee shall fail to adhere to or abide by any applicable laws, orders, regulations, ordinances or any other undertaking required by this Lease.

In the event of any default hereunder, the Town shall have the right, at Town's option, to terminate this Lease and the term hereof, as well as all the right, title and interest of Lessee hereunder, by giving the Lessee fifteen (15) days' notice in writing of such intention, and upon the expiration of the time fixed in such latter notice, if such default is not cured prior thereto or (except a default for nonpayment of rent or additional rent) Lessee shall not then be diligently engaged in good faith in prosecuting the work necessary to remove said default or in taking the steps necessary to remedy said default, this Lease and the term hereof, as well as all the right, title and interest of the Lessee

hereunder, shall wholly cease and expire in the same manner and with the same force and effect (except as to the Lessee's liability) as if the date fixed by such latter notice were the expiration of the term herein originally granted; and the Lessee shall immediately quit and surrender the Premises to the Town and the Town may enter into or repossess the Premises, either by force, summary proceedings or otherwise. Nothing contained herein is intended to limit or reduce the Town's remedies available pursuant to applicable law.

- I. The Lessee shall provide to the Town an annual financial statement prepared by a Certified Public Accountant covering both the restaurant, snack bar and all related operations. The Lessee shall provide, as a schedule to the income statement, an aged accounts payable report (indicating the amount due creditors on a thirty, sixty, and ninety day and over basis), covering the same period. On or before June 15 of each year, Lessee shall provide to the Town of Berlin a twelve-month year-end reviewed financial statement prepared by a Certified Public Accountant and a copy of its Federal tax return, covering the restaurant, grill room, snack bar and related operations for the previous year. Failure to provide this tax information will result in a \$500.00 per month penalty until the financial statement is filed. In addition to the above, Lessee shall provide to the Town of Berlin with a copy of its monthly sales tax forms within fourteen days after the filing date. All financial reports, including stock inventory, shall be open for inspection by the Town of Berlin upon reasonable notice. In addition, The Town of Berlin, at its own expense, shall have the right no more than one time per year to audit the books and records of Lessee with reference to the restaurant business conducted at the premises. All reports are to be submitted to the Town of Berlin Finance Director.

The right granted to the Town in this Lease to terminate this Lease shall apply to any extension or renewal of the term hereby granted, and the exercise of any such right by the Town during the term hereby shall terminate any extension or renewal of the term hereby granted and any right on the part of the Lessee thereto.

In case of any default, by either party, termination, reentry, expiration and/or dispossession by summary proceedings or otherwise,

- A. The rent shall become due thereupon and be paid up to the time of such termination, reentry, dispossession or expiration, together with any expenses incur for legal expenses, attorneys' fees, brokerage and/or putting the Premises in good order or for preparing the same for re-rental;

- B. Town shall make reasonable efforts to relet the Premises or any part of parts thereof, either in the name of Town or otherwise, for a term or terms, which may, at Town's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant any concessions or periods rent free it deems reasonably necessary; and
- C. Lessee or the legal representatives of Lessee also shall pay Town as liquidated damages for the failure of Lessee to observe and perform said Lessee's covenants herein contained, any deficiency between (i) the rent hereby reserved and agreed upon and (ii) the net amount, if any, of the rents collected on account of the lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as Town may incur in connection with reletting, such as legal expenses, attorneys' fees, brokerage and for keeping the Premises in good order or for preparing the same for reletting. Any such liquidated damages shall be paid in monthly installments by Lessee on the rent day specified in this Lease any suit brought to collect the amount of the deficiency for a certain month or months shall not prejudice in any way the rights of Town to collect the deficiency for any subsequent month or months by a similar proceeding. Town, at its option, may make such reasonable alterations, repairs, replacements or decorations in the Premises as Town considers advisable and necessary for the purpose of reletting the Premises, and the making of such alterations and/or decorations shall not operate or be construed to release Lessee from liability hereunder as aforesaid. The failure of Town to relet the Premises or any part thereof shall not release or affect Lessee's liability for damages hereunder nor shall Town in any event be liable in any way whatsoever for failure to relet the Premises. In the event of a breach or threatened breach by Lessee of any of the covenants or provisions hereof, Town shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for.

Mention in this Lease of any particular remedy shall not preclude Town from any other remedy, in law or in equity. All rent (basic or additional) or other payments payable by Lessee under this Lease shall bear interest at eighteen (18%) percent per annum from their due date. Town shall not be required to accept any payment unless any interest and/or late charges due thereon is simultaneously paid, neither shall any acceptance by Town of any rent or other payment constitute a waiver or release of other claims or a bar or defense to any prior or existing default of Lessee.

ARTICLE TEN

Security Deposit

Lessee shall deposit with Town, cash in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to be held by Town as security for the full and faithful performance by Lessee of all of the terms, conditions covenants and agreements contained in this agreement, including the agreement to pay fixed rent, the receipt of which is hereby acknowledged by Town. This cash shall be deposited in a non-interest bearing account. If Lessee shall be in default of any terms, conditions, covenants and agreements in this Lease, Town may, after notice and the expiration of applicable grace periods, if any, at its option, apply said security deposit and interest to the balance due as a result of the default. If there be no such default, Town shall upon expiration of the term herein provided, return said security deposit to lessee within (30) days of termination of the lease, conditioned upon a satisfactory inspection by Town of the Premises and leased equipment.

ARTICLE ELEVEN

Furnishings

Lessee shall furnish all additional equipment, including, but not limited to, dishes, utensils, and other equipment and items necessary for the proper operation of a median priced, quality family restaurant in Hartford County, including drapes and/or shades for the window. Lessee shall have use of any warranties and/or guarantees that come with the equipment leased from Town shown. Lessee agrees to obtain maintenance contracts, if available, on Town's equipment leased to Lessee at his sole cost and expense. Lessee shall otherwise be responsible for upkeep, including routine repairs and maintenance of Town's equipment leased to Lessee.

ARTICLE TWELVE

Insurance by Town

The Town shall procure and keep in force, fire and extended insurance upon the building in which the Premises are located and its equipment and fixtures. If the Premises shall be partially damaged by fire or other casualty, but such damages to Premises does not render fifty percent (50%) or more of the floor area of the Premises unfit for the purposes for which the Premises are intended to be used, the same shall be repaired as speedily as is practicable at the expense and direction of Town, and Town shall receive all insurance proceeds payable by reason of such fire or other casualty. Should the damage be so

extensive as to render fifty percent (50%) or more of the Premises unfit for the purposes for which the Premises are intended to be used, the rent shall cease until such time as the same shall be repaired and in such event Town shall receive all insurance proceeds under policies maintained by Town payable by reason of the fire or other casualty and shall at its sole costs repair the Premises as quickly as due diligence will permit. If the Premises shall not be rendered Lesseeable and return to substantially their condition prior to the date of loss within one hundred eighty (180) days of the date of loss, at the option of Lessee, this Lease shall terminate upon written notice by Lessee to Town effective as of the date of loss.

Notwithstanding anything herein contained to the contrary, in the event of total destruction of the Premises, Town shall receive all proceeds payable by reason of such fire or casualty under such insurance policies as are maintained and paid for by Town, the rent and this Lease shall thereupon terminate effective as of the date of destruction and Lessee shall vacate the Premises.

ARTICLE THIRTEEN **Lessee's Insurance Obligations**

- A. Fire Insurance. Lessee shall procure and keep in force fire and extended coverage insurance upon its leasehold improvements, furniture, fixtures and equipment to their full insurable value and shall furnish Town with evidence that coverage has been procured and is being maintained in full force. The Town shall be named as additional insurer/additional loss payee.
- B. Liability Insurance. Lessee shall procure and maintain for the life of the Lease, \$1,000,000.00 per occurrence BI/PD and \$2,000,000.00 aggregate Comprehensive General Liability coverage written on an occurrence basis. The limits can be obtained through the use of primary or umbrella/excess insurance or any combination thereof. Said insurance shall cover losses caused to the Golf course arising out of or in connection with activities on the Premises.
- C. Town shall be named as an additional insured/additional loss payee
- D. Dram Shop Insurance. Lessee shall procure and maintain for the life of the Lease, "DRAM SHOP ACT" insurance in an amount equal to the statutory limit (Connecticut General Statutes Section 30102).

E. Workers' Compensation Insurance. Lessee shall procure and maintain for the life of the Lease, Workers' Compensation and Employer's Liability coverage designed to indemnify all Lessee's employees in the event of occupational injury and/or disease. The coverage shall be minimally provided and arranged following the State of Connecticut Statutory form.

F. Plate Glass Insurance. In addition, Lessee shall procure and maintain for the life of the Lease, insurance for all outside plate glass in the Premises on a replacement value basis.

Lessee shall be responsible for maintaining the required insurance coverage in force for the life of the Lease with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

Lessee shall not commence operations under the terms of this Lease until he has obtained the insurance coverage required by this Lease, and has filed Certificates of Insurance on same with Town, and Town has approved the Certificates of Insurance and the represented coverage.

Each insurance policy shall contain an endorsement naming Town as an additional insured, and an endorsement providing a 60-day advance notification to Town in the event of any material change, modification, cancellation, or non-renewal of insurance coverage. Lessee will use its best efforts to obtain a waiver of subrogation in each of said policies.

ARTICLE FOURTEEN **Lessee's Indemnity**

Lessee shall indemnify, defend and hold harmless Town, and its appointed or elected officers, officials, directors, employees, agents, volunteers, workers, commissioners and any affiliated, associated or allied entities and/or bodies of, or as may be participated in by Town, or as may now or hereinafter be constituted or established from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expense (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) Lessee's use of the Premises or conduct of business therein, (b) any work or thing whatsoever done, or any condition created (other than by Town, its employees, agents or contractors) by or on behalf of the Lessee in or about the Premises, including during the period of time, if any, prior to the term commencement date, that Lessee may have been given access to the Premises for the purpose of doing any work or making any installations, (c) any condition of the Premises due to or resulting from any

default by Lessee in the performance of Lessee's obligations under this Lease, or (d) any act, omission or negligence of Lessee or its agents, contractors, employees, sub Lessees, licensees or invitees. In case any action or proceeding is brought against Town by reason of any one or more thereof, Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Town shall so request, at Lessee's expense, by counsel reasonably satisfactory to Town.

ARTICLE FIFTEEN
Lessee's Maintenance

Lessee shall keep clean and maintain in reasonably good condition the Premises, and Leased Equipment, Schedule A, and shall pay for all non-structural repairs, replacements and upkeep, except as may otherwise be provided in this Lease. Lessee shall keep all walk areas in and around the Premises clean and clear of debris, snow, ice and any other hazard that could foreseeable cause injury.

ARTICLE SIXTEEN
Town's Maintenance

Town shall maintain in good condition and repair during the term of the Lease the building in which the Premises are located, driveways, parking areas and walkways, heating, plumbing, electrical and air conditioning and sewerage systems covered by this Lease, except as otherwise set forth herein. Town shall keep all driveways, parking areas clean and clear of ice and snow.

ARTICLE SEVENTEEN
Signage

Lessee may erect one or more signs in size, design and shape in such locations as meet the approval of the Town which approval shall not unreasonably be withheld or delayed, subject, however, to the requirements of any local zoning, planning and sign requirements.

ARTICLE EIGHTEEN
Lessee's Alterations

Except as otherwise provided in this Lease, Lessee shall have the right to make only such alterations, additions or structural changes, by himself or by engaging outside contractors, in or to the Premises with the prior approval in writing by Town, which approval shall not be unreasonably withheld or delayed.

Lessee covenants and agrees that all alterations, additions, or leasehold improvements in or to the Premises made by him, excepting therefrom only movable business furniture,

equipment and trade fixtures, shall become the property of Town, and shall be surrendered with the Premises at the end or other termination of this Lease, and any subsequent option or renewal period thereto, it being understood and agreed that any damage caused by the removal of such movable fixture shall be repaired by the Lessee at his expense.

ARTICLE NINETEEN
As-Is Condition

Lessee represents that Lessee has inspected the Premises and is thoroughly acquainted with its condition and takes the Premises "as is," and the taking of possession of the Premises by Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition at the time possession was taken by Lessee. Neither Town nor Town's agents have made any representations or promises with respect to the condition of the Premises or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in this Lease.

ARTICLE TWENTY
Liquor Permit

Lessee shall obtain a liquor permit within 45 days of the signing of the Lease. Lessee shall also comply with all State laws and regulations, and Town ordinances, including zoning regulations, governing the sale of alcoholic beverages. It is understood and agreed that if the Lessee fails to obtain a liquor permit within 45 days of signing this lease or if said permit shall be revoked or suspended for a period of more than thirty (30) days by said Liquor Control Commission at any time during the term of this Lease, then Town and Lessee shall each have the option to terminate this Lease upon written notice in accordance with Article Thirty-Two, infra. If either shall so exercise this option, this Lease shall thereupon expire, and terminate, Lessee shall immediately vacate the Premises, and Lessee covenants to and does hereby waive notice of every kind and description which were it not for such waiver might otherwise be necessary in obtaining possession of the Premises and Town shall be entitled to, and Lessee shall pay to Town, three (3) months' rent as liquidated damages therefor.

ARTICLE TWENTY-ONE
Nondiscrimination

Lessee, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment without regard to their race, creed, color, religion, age, sex or national origin. This action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Lessee agrees to post in conspicuous places available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

ARTICLE TWENTY-TWO

Non-Waiver

It is agreed that if Town fails to demand strict performance of the covenants, agreements and conditions contained in this Lease, or if it shall fail to exercise any option herein conferred in any one or more instances, such failure shall not be construed as a waiver or relinquishment of any right to claim for damages if the same shall exist nor as a waiver or relinquishment for the future of the right to demand performance of the same, but such covenants, agreements, conditions or options shall be and remain in full force and effect.

ARTICLE TWENTY-THREE

Lessee's Insolvency

Lessee covenants and agrees that if a bankruptcy petition is filed by or against it, or if a receiver shall be appointed to take charge of its business and property, in whole or in part, or through voluntary or involuntary proceedings, or if any assignment is made by it for the benefit of creditors, then upon the happening of any such event, all installments of rent for the entire leasehold period shall become due and payable at the option of Town. Upon demand of Town, Lessee shall surrender complete and peaceable possession of the Premises waiving all other notice of every kind or description, but this provision shall not be construed so as to prevent Town from recovering damages which it may sustain for failure on the part of Lessee to perform any of the covenants, agreements or conditions in this Lease he agreed to be performed.

ARTICLE TWENTY-FOUR

Prejudgment Remedy, Redemption, Counterclaim and Jury Trial

Lessee, for itself and for all persons claiming through or under it, hereby acknowledges that this Lease constitutes a commercial transaction as such term is used and defined in §52-278a et seq. of the Connecticut General Statutes, Revision of 1973, and hereby expressly waives any and all rights which are or may be conferred upon Lessee by said Act to any notice or hearing prior to a prejudgment remedy, and by any present or future law to redeem the Premises, or to any new trial in any action or ejection under any provisions of law, after reentry thereupon, or upon any part thereof, by Town, or after any warrant to dispossess or judgment in ejection. If Town shall acquire possession of the said premises by summary proceedings, or in any other lawful manner without judicial proceedings, it shall be deemed a reentry within the meaning of that word as used in this Lease. In the event that Town commences any summary proceedings or action for nonpayment of rent or other charges provided for in this Lease, Lessee shall not interpose any counterclaim of any nature or description in any such proceeding or action. LESSEE AND TOWN BOTH KNOWINGLY AND INTENTIONALLY WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.

ARTICLE TWENTY-FIVE

Notice of Lease

Town and Lessee hereby agree to execute a notice of lease at the time of execution of this Lease for recording in the Land Records of the Town of Berlin.

ARTICLE TWENTY-SIX

Golf Commission Rules

Lessee shall comply with all rules and regulations of the Town's Golf Commission and Town's Town Manager concerning the operation of the Premises and golf course as said regulations presently exist and all future regulations not in conflict with the terms of this Lease.

ARTICLE TWENTY-SEVEN

Except for summary process eviction proceedings and the terms of Article Twenty-Six, all controversies, disagreements, rent increase amounts or threatened breaches, arising under this agreement or relating to the construction, enforcement, or application hereof, shall be submitted to arbitration at the nearest office of the American Arbitration Association according to the rules and regulations of that Association. The arbitration shall be

conducted at Berlin, Connecticut. The arbitrators shall be authorized to award the costs and expenses of arbitration to the prevailing party or to equitably allocate such costs and expenses and to settle the dispute. Judgment on an arbitration award may be entered in any court of competent jurisdiction.

ARTICLE TWENTY-EIGHT
Non-Liability of Town

Town shall not be liable to Lessee, or to Lessee's agents, representatives, invitees or employees for any injury to, or death of any of them or of any other person or for any damage to any of Lessee's property or losses of revenue, caused by any third persons in the maintenance, construction or operation of the Premises, its appurtenances, facilities and equipment, or caused by any third persons using the golf course or its appurtenances, facilities and equipment, whether the injury, death or damage is due to negligence or otherwise. Third persons as used here shall include the United States of America and State of Connecticut or any of their agencies, but shall not include the Town.

Under no circumstances shall the Town be liable to Lessee for consequential, incidental, punitive or exemplary damages. Lessee agrees that it will not hold Town liable for any latent defect in the Premises or in the building of which the Premises form a part and that Town shall not be liable for any failure of water supply, heat or electric current nor for any injury or damage to persons or property caused by fire or by the elements or by other persons in the building or from gas, electricity, water, rain, snow, dampness or from pipes, appliances, or plumbing unless the same be caused or resulted from Town's negligence, or the negligence of its agents, invitees or representatives. However, the parties hereto acknowledge that Lessee will not be able to operate its business in the event of any failure of water supply, heat, gas or electric current, and therefore any such failure lasting more than forty-eight (48) hours shall be grounds for a pro-rata reduction of the monthly rent for that period.

Town shall not be liable for any damage to property of Lessee or of others located on the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise.

ARTICLE TWENTY-NINE
Non-Joint Venture

It is mutually understood and agreed that nothing contained in this Lease and agreement is intended, or shall be construed, as in any way creating or establishing the relationship of copartners or joint ventures' between the parties or as constituting the Lessee as the agent

or representative of the Town for any purpose or in any manner. Lessee is and shall at all times be deemed an independent contractor.

ARTICLE THIRTY

Inurement

This instrument shall be binding upon and shall inure to the benefit of the parties and their respective successors, legal representatives and assigns. This paragraph shall not be deemed to authorize Lessee to make an assignment of its interest in this Lease except as expressly provided for above.

ARTICLE THIRTY-ONE

Headings for Convenience Only

Any descriptive headings appearing in this Lease and agreement are for convenience only, and are not to be construed either as part of the terms and conditions or as any interpretation of them.

ARTICLE THIRTY-TWO

Notices

Any notice which may be or is required to be given pursuant to this lease shall be deemed to be sufficiently given if personally delivered or sent by U.S. Certified Mail, with return receipt and postage prepaid, and addressed as follows:

TOWN: Town of Berlin
 C/O Town Manager
 240 Kensington Road
 Berlin, CT 06037

LESSEE: Par For The Course, LLC
 296 Cedar Mountain Road
 Thomaston, CT 06787

ARTICLE THIRTY-THREE
Entire Agreement

This Lease, with the schedules annexed hereto, contain the entire agreement between the parties, and any executory agreement hereafter made between the parties shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing and signed by the parties.

ARTICLE THIRTY-FOUR
Severability

If any term or provision of this Agreement shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected hereby, and the balance of the terms and provisions of this Agreement shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

ARTICLE THIRTY-FIVE
Exclusivity

The Town will not permit any person other than the Lessee to engage and will not itself engage in a restaurant business in competition with the Lessee during the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:
TOWN OF BERLIN

_____ By: _____

Its

LESSEE:

Par For the Course, LLC
By Remzi Asani, member

PERSONAL GUARANTY


The undersigned individual expressly, irrevocably and unconditionally agrees in his individual capacity to guarantees all the obligations of the aforementioned lease, including costs of collection and attorney's fees in the event of a default on the part of the Lessee. The undersigned further waives the right to a trial by jury and waives any and all rights to any hearing required for prejudgment remedies by the Connecticut General Statutes Section 52-278a, et. seq., as well as the right to request a bond pursuant to P.A. 93-431 Section 2 in the event that litigation is commenced for the collection of any debt under said lease or enforcement of any of the provisions of said lease.

SIGNATURE: _____ WITNESS: _____
(Print Name)

Social Sec. No.: _____

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: September 21, 2020

SUBJECT: Waive Bidding Requirements for Northeast Labs to Perform Additional Testing for Compliance with Connecticut Department of Health Requirements

SUMMARY:

Water quality testing is mandated by the Connecticut Department of Health, and the Water Department has currently exceeded the designated funds set aside for testing. Northeast Laboratories, Inc. consistently performs the testing at its facilities in Berlin, and is most familiar with our requirements and procedures. Anticipated testing for the State (which includes an unanticipated price increase in additional Volatile Organic monitoring) will likely reach \$17,000.00 before the end of the fiscal year. Funding was originally anticipated to be \$9,800.00, realizing that we would need to go before Town Council for approving a bid waiver for \$17,000.00. Funds will be taken from the Operation Supplies and Expenses Account (843.50.5082.0.56601.00000).

ACTION NEEDED:

Move to waive the bidding requirements for Northeast Laboratories to allow for payments up to \$17,000.00 so that the Berlin Water Control Commission remains in compliance with water quality tests established by the Connecticut Department of Health, as this is in the best interest of the Town.

ATTACHMENT:

Sufficiency of Funds

PREPARED BY:

Ray Jarema, P.E., Water Control Commission





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 21-Sep-20

Purchase Item or Contract: Northeast Labs additional testing		Requested by: Ray Jarema	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Northeast Labs additional testing	\$7,500.00	\$7,500.00
	\$9,500 previously approved by Council. This request is to increase the		
	original approval by \$7,500.		-
			-
			-
			-
TOTAL			\$7,500.00


Account No. 843.50.5082.0.56601.00000 Operation Supplies & Exp.

Budgeted Amount.....	\$35,000.00	Available balance.....	\$15,100.00
Encumbrances to Date.....	\$16,530.10	Amount Needed for This Package.....	\$7,500.00
Expenditures to Date.....	\$3,369.90	Available Balance After Purchase.....	\$7,600.00

Is a budget change needed? ☐ Yes ☒ No

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

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


Finance Director or Assist.Finance Director


or:

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

Finance Director or Assist.Finance Director

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager 

DATE: September 21, 2020

SUBJECT: Request to Waive the Bidding Process for Fleet Pump & Service

SUMMARY:

Berlin Water Control (BWCC) has ten sewer pumping stations. Pumps often fail and as a result need to be re-built, and in many instances replaced with a new pump. Pumping sewage takes a toll on the operation, maintenance and efficiency of a pump. Fleet Pump & Service is the primary provider for the Northeast and have provided excellent service to the BWCC for years. The Water Department currently needs to replace one pump at a cost of \$11,099 at Worthington Point Road. It is possible that another pump will be needed at one of the other pump stations, as well. In order to maintain consistency with our existing pumps at our many pumping stations, it is being requested to waive the bidding process for Fleet Pump & Service for a total of \$30,000.00 from account number 844.55.5588.0.58062.00000 (Update Sewer Station), through December 31, 2021.

ACTION NEEDED:

Move to waive the bidding requirements (in case of pump failure, or needed repairs), and approve hiring Fleet Pump & Service in the amount not to exceed \$30,000 through December 31, 2021, as this is in the best interest of the Town.

ATTACHMENT:

Sufficiency of Funds

PREPARED BY:

Ray Jarema, P.E., Water Control Commission





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 21-Sep-20

Purchase Item or Contract: Fleet Pump and Service		Requested by: Ray Jarema	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Fleet Pump and Service	\$30,000.00	\$30,000.00
			-
			-
			-
			-
TOTAL			\$30,000.00

Account No. 844.55.5588.0.58062.00000 Update Sewer Stations

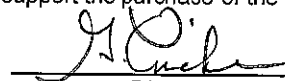
Budgeted Amount.....	\$1,002,216.97	Available balance.....	\$980,356.97
Encumbrances to Date.....	\$21,684.00	Amount Needed for This Package.....	\$30,000.00
Expenditures to Date.....	\$176.00	Available Balance After Purchase.....	\$950,356.97

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist.Finance Director

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

Finance Director or Assist.Finance Director

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: September 30, 2020

SUBJECT: Contract Award to Consulting Engineering Services, Inc. (CES) for the Elementary School HVAC Project

SUMMARY:

The Town Council referred the Elementary Schools HVAC project to the Public Building Commission (PBC) at its July 21, 2020 meeting, along with the Statement of Need from the Board of Education. See attached agenda item for background, which requests the PBC to "further pursue the projects at all three schools to establish a project cost to fund in future budgets along with project design, bidding, construction, and commissioning". The Director of Facilities had previously forwarded design drawings and contract documents for the Willard School HVAC replacement [prepared by Consulting Engineering Services, Inc (CES) in 2016] to the PBC. After review of the Statement of Need and design documents, the PBC obtained a proposal from CES to update the Willard School HVAC design to current mechanical and building codes and standards. The PBC is requesting an appropriation not to exceed \$26,000 for the Willard School HVAC design update by CES. This update will provide the basis for a current construction cost estimate for the Willard School HVAC project, which could also be used to estimate the required funding for the Griswold and Hubbard elementary schools. This design update will be funded from the Professional Services account (001.05.0507.0.53920.00000).

ACTION NEEDED:

Move to waive the bidding process and award Consulting Engineering Services, Inc. (CES) of Middletown, CT the contract to update the Willard School HVAC design documents for an amount not to exceed \$26,000, as this is in the best interest of the Town.

ATTACHMENTS:

Council Agenda Item date 7/13/20
Sufficiency of Funds

PREPARED BY:

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

MSA

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema

DATE: July 13, 2020

SUBJECT: Referral of the Elementary Schools HVAC upgrades design and construction to the Public Building Commission

Summary of Agenda Item:

The classroom unit ventilators within the elementary schools are 30 years old, no longer energy efficient and costly to repair and maintain as parts are becoming obsolete. In fiscal year 2016 funding was allocated to perform a study and design for HVAC upgrades at Willard Elementary School. A study, design and bid documents have been prepared for Willard School, however funding for Construction has been deferred in previous fiscal years. A comprehensive plan to address all three elementary schools has been discussed, however funding will need to be allocated for either option. The project estimates exceed one million dollars, therefore per charter, the project must be referred to the Public Building Commission. The intent is to have the Public Building Commission further pursue the projects at all three elementary schools to establish a project cost to fund in future budgets along with project design, bidding, construction, and commissioning. This referral was approved by Town Council on March 3, 2020 without the formal Statement of Need from the Board of Education which is now provided.

Action Needed:

Move to refer the elementary schools HVAC upgrades design and construction Statement of Need to the Public Building Commission.

Attachments:

Berlin Board of Education Statement of Need

Prepared By:

Douglas Solek, Director of Facilities



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 25-Sep-20

Purchase Item or Contract: Update Willard HVAC design documents		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Update Willard School HVAC design documents (NTE \$26,000)	\$26,000.00	\$26,000.00
			-
			-
			-
			-
TOTAL			\$26,000.00

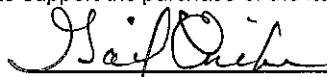
Account No. 001.05.0507.0.53920.00000 Professional Services

Budgeted Amount.....	\$80,000.00	Available balance.....	\$75,000.00
Encumbrances to Date.....	\$5,000.00	Amount Needed for This Package.....	\$26,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$49,000.00

Is a budget change needed? ☐ Yes ☒ No

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

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


Finance Director or Assist.Finance Director

or:

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

Finance Director or Assist.Finance Director

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: September 30, 2020
SUBJECT: LOTCIP Road Project - Design Services Award for Contract #2021-01

SUMMARY:

The Town received a Commitment to Fund from the Connecticut Department of Transportation for \$3.558 million for road improvements through the Local Transportation Capital Improvement Program (LOTICIP) for three Town roadways: Christian Lane, Deming Road, and Porters Pass. This paving and road improvement project is proposed to be completed during the 2021 construction season. LOTICIP funds pay for construction costs, but the program requires towns to fund the required design, permitting, and bidding prior to construction.

The Public Works Department recently solicited proposals for Pavement Structure Improvements design services for this project (see attached legal notice and RFP Introduction). The Purchasing Agent conducted a Bid Opening for the above referenced project on September 3, 2020. A total of three (3) engineering firms prequalified by the CRCOG submitted bids for the project. Bids ranged from \$92,700.00 to \$201,700.00 (see attached summary). The lowest responsive bid of \$92,700.00 was submitted by Fuss and O'Neill of Manchester, CT.

We are requesting Town Council approval to award Contract #2021-01 to Fuss and O'Neill of Manchester, CT for a contract amount of \$92,700.00. Staff recommends that a 20% contingency be applied to support any unforeseen permitting and/or increased design and right-of-way acquisition mapping and research that may be associated with specific intersection improvements, increasing the total spending authorization to \$111,240.00. Funding for Contract #2021-01 will be provided from Bonded Road Improvement (Acct # 140.20.2037.0.54000.00515).

ACTION NEEDED:

Move to authorize the Town Manager to enter into Contract Agreement #2021-01 with Fuss and O'Neill of Manchester, CT as the lowest responsive bidder for roadway design services for the LOTICIP Pavement Structure Improvements project for the amount of \$92,700.00, and to increase the contract value through change orders to an amount not to exceed \$111,240.00.

ATTACHMENTS:

RFP Legal Notice & Introduction
Bid Summary Sheet
Sufficiency of Funds

PREPARED BY:

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

MSA



TOWN OF BERLIN, CONNECTICUT

REQUEST FOR PROPOSALS FOR: Pavement Structure Improvements

BID NUMBER: 2021-01

RFP OPENING DATE: August 20, 2020

RFP OPENING TIME: 2:00PM

RFP OPENING PLACE: Berlin Town Hall, Engineering Office (Room 120)

.....

The Town of Berlin is seeking written proposals from a CRCOG pre-qualified engineering firm (from the current On-Call List 1 for Municipal Engineering Design Phase Assistance) to review the existing condition of Christian Lane, Deming Road, and Porters Pass, fully design the appropriate rehabilitation/repaving approach, obtain all required permits, prepare a bid package and assist the Town in selecting a contractor. The selected firm must complete the project design in accordance with the Connecticut Department of Transportation LOTCIP guidelines dated March 2019 and the CRCOG LOTCIP guidelines dated November 2018.

For a firm to be considered for this engagement, one (1) original and two (2) copies of sealed proposals must be received in the Engineering Office of the Berlin Town Hall, 240 Kensington Rd, Room 120, Berlin, CT 06037 by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will reject proposals received after **August 20, 2020 at 2:00pm**. The Town Hall will remain closed to the public. It is strongly recommended bidders mail, UPS or Fedex bids. You can call Maryssa Tsolis @ 860-828-7048 if you are bringing bids in person and I will meet you outside to get the bid from you.

The documents comprising the Request for Proposals may be obtained on the Town's website, www.town.berlin.ct.us, under "Departments, Purchasing, & Current Bids & RFPs" and/or from Maryssa Tsolis, Purchasing Agent, Berlin Town Hall, 240 Kensington Rd, Room 110, Berlin, CT 06037 during normal business hours. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

The Town reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

Maryssa Tsolis
Purchasing Agent

Introduction

The Town submitted an application for Local Transportation Capital Improvement Program (LOTICIP) funding for the pavement structure improvements of five (5) town roads totaling 3.30 miles in 2018. After the Capital Region Council of Governments (CRCOG) endorsed the proposed project, the Connecticut Department of Transportation (DOT) reviewed the project, and the project was revised in scope per DOT's technical comments. The proposed project, which has received a Commitment to Fund from DOT for \$3,558,000, now consists of the following three roadways totaling approximately 2.57 miles:

- Christian Lane – 1.36 miles+/- . Full-depth reclamation and reconstruction north of its intersection with Deming Road. Mill and overlay south of Deming Road.
- Deming Road – 0.86 mile +/-, between Christian Lane and the Berlin Turnpike. Mill and overlay western 0.52 mile +/-, full-depth reclamation and reconstruction eastern portion to the Berlin Turnpike.
- Porters Pass – 0.35 mile +/- . Full-depth reclamation and reconstruction.

Note that the Town still intends on repaving Burnham Road and Massirio Drive as part of the overall project, even as non-participating items; these two roads were in the original LOTICIP application. The most recent LOTICIP submittals (a revised application dated March 13, 2019, and technical responses and an updated cost estimate dated September 30, 2019) are available for review - please contact the Town Purchasing Agent at mtsolis@town.berlin.ct.us to obtain these documents.

The Town has received comments from the Police Commission, DOT and others regarding improving several intersections, including:

- Deming Road / Berlin Turnpike (western approach)
- Deming Road / Episcopal Road
- Deming Road / Christian Lane
- Skinner Road / Christian Lane / Massirio Drive / Porters Pass

A map entitled "Town of Berlin – LOTICIP Pavement Structure Improvements" shows the road segments and intersections described above, and a DOT Road Safety Audit of Deming Road dated July 6, 2016 is available – please contact the Town Purchasing Agent to download these documents. Note that, depending on feasibility, these intersections may include geometric improvements (i.e. widening) as well as the addition of turning lanes and other measures. The Town is seeking a CRCOG pre-qualified engineering firm (that is presently included in the current On-Call List 1) to review all available information and the current roadway conditions, fully design the appropriate rehabilitation approaches

based in part on comments from stakeholders, obtain all required permits, coordinate with involved utilities, prepare a bid package and assist the Town in selecting a contractor. The design activities must comply with DOT's LOTCIP guidelines dated March 2019, the CRCOG LOTCIP guidelines dated November 2018, and the most current AASHTO and other relevant DOT standards. In addition, the design firm may be selected to provide construction administration services. The Town intends on completing these pavement structure improvements during the 2021 construction season.

1. GENERAL BID REQUIREMENTS

Qualifications

Eligible Vendors will be those individuals, businesses and firms that meet the following qualifications:

- Proposer must be listed on the current CRCOG On-Call List 1 – for Municipal Engineering Design Phase Assistance.
- Proposer must have demonstrated experience and expertise in regard to providing the types of or similar services as those outlined in the RFP.
- Proposer must have a proven track record in providing these types of services for similarly sized municipal governments, preferably in Connecticut.
- Proposer must be familiar with, qualified, and properly licensed in the State of Connecticut to perform its obligation under this proposal in compliance with all applicable Federal and State of Connecticut laws and regulations, statutes and policies.
- The Town will not award the proposal to any business that, or person who, is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.
- Documented/audited internal control environment.
- Proposer must have a business continuity plan.

Qualification Information for Submission

Proposers must set forth accurate and complete information for each of the items listed below. At the Town's discretion, failure to do so could result in disqualification. Please ensure your qualification information incorporates responses to the questions below, as well as any requested attachments.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.

Pavement Structure Improvements #2021-01

September 3, 2020 2:00p.m.

	Company	Pre-Design/Existing Conditions/Survey	Design	Permitting	Bid Package and Support	Total Bid	Additional Permit Related Meetings (per meeting)
1	BL Companies of Hartford, CT	\$26,000	\$52,000	\$11,000	\$11,000	\$100,000	\$1,200
2	Fuss & O'Neill of Manchester, CT	\$25,300	\$47,200	\$17,500	\$2,700	\$92,700	\$1,500
3	Vanasse Hangen Brustlin, Inc. of Wethersfield, CT	\$94,000	\$100,000	\$3,700	\$4,000	\$201,700	\$700
4							
5							
6							



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 25-Sep-20

Purchase Item or Contract: Roadway design services-LOTICIP Improv.		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Roadway design services for the LOTICIP Pavement Structure Improv. Project	\$111,240.00	\$111,240.00
	(NTE \$111,240)		
			-
			-
			-
			-

Account No. 140.20.2037.0.54000.00515 Bonded Road Improvements

TOTAL \$111,240.00

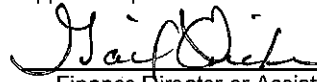
Budgeted Amount.....	\$1,160,628.26	Available balance.....	\$600,413.26
Encumbrances to Date.....	\$509,881.99	Amount Needed for This Package.....	\$111,240.00
Expenditures to Date.....	\$50,333.01	Available Balance After Purchase.....	\$489,173.26

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist. Finance Director

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

Finance Director or Assist. Finance Director

Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 30, 2020

SUBJECT: Purchase of a Wood Chipper for the Highway Department

SUMMARY:

At its September 1, 2020 meeting, the Town Council approved transfers totaling \$75,000 from the following accounts (all in the General Fund) into the Wood Chipper account, pending approval of the Board of Finance:

- \$37,600 from the Schools Electricity account (001.35.3561.0.53102.00000)
- \$12,250 from the Highway Health Insurance account (001.20.2037.0.52235.00000)
- \$12,750 from the Highway Blue Collar account (001.25.2545.0.51135.00000), and
- \$12,400 from the Stormwater Drainage Analysis account (001.20.2036.0.53971.00000).

As described in the attached agenda item, this transfer would fund the purchase of a new “drum-type” wood chipper for the Highway Department sized to handle larger diameter tree branches and logs. The Board of Finance subsequently approved this transfer at its September 8, 2020 meeting, and the Finance Department completed this budget transfer. The original budget transfer request was based partly on a budgetary quote from Bobcat for a Brush Bandit Intimidator 18XP. The Highway Department obtained an updated final quote from Bobcat that included a trade-in, and two other quotes for comparable chippers; the three quotes are summarized below.

1. Bobcat (Brush Bandit Intimidator 18XP)	\$49,280.72
2. Schmidt Equipment (Morbark Eeger Beaver 1821)	\$51,820.75
3. Vermeer Corporate (Vermeer BC1800XL)	\$64,995.00 *

*A trade-in adjustment was not requested from Vermeer, as this quote was significantly higher than Bobcat or Morbark at the base equipment level.

As shown, the Bobcat quote for the Brush Bandit is the most competitive, in large part due to the trade-in adjustment and the 12% Sourcewell contract discount. Staff are requesting that the Town Council waive the formal Town bidding process and approve the use of the funds from the Wood Chipper account (500.20.2037.0.54000.00138) to purchase a wood chipper from Bobcat of Connecticut, Inc of East Hartford, CT. Based on recommendations from the Fleet Manager, the department anticipates purchasing additional equipment and parts (e.g. dual edge cutting knives, drive belts), so the total cost will likely be above that shown on the quote.

ACTION NEEDED:

Move to waive the bidding process and approve issuing a Purchase Order in an amount not to exceed \$75,000.00 to Bobcat of Connecticut, Inc of East Hartford, CT from the Wood Chipper account for the purchase of a wood chipper for the Highway Department, as this is in the best interest of the Town.

ATTACHMENTS:

Agenda Item dated July 27, 2020
Bobcat Quote updated September 23, 2020
Sufficiency of Funds

PREPARED BY:

Michael S. Ahem, P.E., Director of Public Works
Steven Karp, Highway Superintendent
Jim Simons, Fleet Manager

MSA

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 27, 2020

SUBJECT: \$75,000 Budget Transfer to Fund a Woodchipper

SUMMARY:

The Highway Department's woodchipper is 15 years old and has required increasing maintenance and repairs over the past few years. Failures have been to the main drive, clutch assembly, and the chipper discs. This chipper is a "disc-type" machine that is sized for smaller diameter branches and brush; in the past, the Town did not do as much tree work and only chipped brush. Due in part to Emerald Ash Borer activity and Dutch Elm disease, both the Highway and Parks and Grounds Departments have been dealing with increased tree removals and cleanups along roadways and on Town properties. This activity has put further stress on the only chipper used by multiple departments. This request is to purchase a new "drum" chipper sized to handle larger diameter tree branches and logs. The drum chipper that staff is recommending can handle up to a minimum of 15-inch diameter wood through its infeed system, which exceeds the size that Town crews can safely process with the existing chipper (about 6-inch diameter). The request for \$75,000 is based on research by the Highway Department and the Municipal Garage as well as the attached quote for a Brush Bandit Intimidator 18XP (which can handle wood up to 18 inches in diameter). The brands that staff has evaluated include Brush Bandit and Morbark. The existing chipper would be retained as a second line unit as long as it can be maintained without major expense and would be useful for pruned limbs and brush processing.

Funding for the woodchipper is proposed to come from four accounts, all in the General Fund, as detailed below:

- \$37,600 from the Schools Electricity account (001.35.3561.0.53102.00000)
- \$12,250 from the Highway Health Insurance account (001.20.2037.0.52235.00000)
- \$12,750 from the Highway Blue Collar account (001.25.2545.0.51135.00000), and
- \$12,400 from the Stormwater Drainage Analysis account (001.20.2036.0.53971.00000).

These funds will be transferred into the Woodchipper account in the General Fund (001.20.2037.0.54000.00138).

ACTION NEEDED:

Move to approve the transfer of \$12,250.00 from the Highway Health Insurance account, \$12,750 from the Highway Blue Collar account and \$12,400 from the Stormwater Drainage Analysis account and \$37,600 from the School Electricity account, all in the General Fund, to the Woodchipper account in the

General Fund, pending approval of the Board of Finance. This transfer replaces the transfer approved by the Town Council on July 21, 2020.

ATTACHMENTS:

Budget Transfer Form

PREPARED BY:

Michael S. Ahem, P.E., Director of Public Works
Steven Karp, Highway Superintendent

FOR REFERENCE ONLY

Bobcat

OF CONNECTICUT, INC

① only

Bobcat of Connecticut
 54 Alna Lane
 East Hartford, CT 06108
 USA
 860-282-2648 (Phone)
 860-282-6164 (Fax)
 www.bobcatct.com

QUOTATION

860-816-0022

Quotation #:	Quote Created:	Last Updated:	Salesperson:
110874	06/29/20 06:28 pm by Bobcat of Connecticut	09/23/20 10:05 am by Bobcat of Connecticut	Tim Bingham
CUSTOMER:	BILL TO:	SHIP TO:	
Town of Berlin 27 Town Farm Ln. Berlin, CT 06037 USA (860)828-7057 (Phone) Jim Simons (Contact)	Bobcat of Connecticut 54 Alna Lane East Hartford, CT 06108 USA 860-282-2648 (Phone) 860-282-6164 (Fax) Matt Stack (Contact) matts@bobcatct.com	Bobcat of Connecticut 54 Alna Lane East Hartford, CT 06108 USA 860-282-2648 (Phone) 860-282-6164 (Fax) Matt Stack (Contact) matts@bobcatct.com	

INTIMIDATOR 18XP (18" DRUM STYLE) BRUSH BANDIT

Qty	Part #:	Description:
1	MODEL-18XP	Intimidator 18XP - (18" Drum Style) Brush Bandit

STANDARD EQUIPMENT

1	STANDARD	37" diameter x 22" wide drum with (4) 5/8" X 5 1/2" X 10" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
X	STANDARD	30 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
X	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 20" wide, driven by (2) 32.3 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel (controlled via a handle located on either side of the infeed hopper)
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge
X	STANDARD	33 1/2" high x 64" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Control bar - located around top and sides of infeed hopper with 3 control positions (forward / neutral / reverse)

1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	3/8" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included
1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	STANDARD	Spanish & English combination safety decals

OPTIONS

Qty	Part #:	Description:
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow
1	990-RC1172-753	Ford 6.2, 165 horsepower GAS engine without clutch (Includes 3 year / 3,500 hour engine warranty and spark arrestor muffler)
1	915-6000-39	Murphy PV380 panel with reversing auto feed for Ford 165 horsepower gas engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted on engine shroud with lockable steel cover
1	700-1000-12	NACD Spring Loaded Clutch
1	OPTION-911-5000-15	High HP Drive System - (above 146 horsepower) - (Long Frame, 40 gallon tank)
1	OPTION-911-5000-75	33 1/2" high x 64" wide tapered heavy-duty infeed with weld on pan and infeed deflectors (Units with 25" wide feed wheels)
1	OPTION-914-5000-13	Dinamic winch with line docking station with electronic joystick feed assist (Includes 5/16" diameter x 200' Teufelberger rope with HD thimble installed) (Includes (1) manual rear stabilizer)
1	OPTION-999-5000-00	Fuel Saver (only available on engine with Murphy PV380 controller)
1	OPTION-911-1003-76	Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide
1	OPTION-915-5000-47	Spring Loaded Tool less Trap Door
1	990-1015-73	Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail)
1	990-100406	(2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)
1	990-100415	Aluminum bolt on fenders (Approximately 1/8" thick)
1	990-100274	2-1/2" Wallace Forge Pintle Hitch
1	OPTION-937-0501-31	Clean out and inspection door on transition
1	OPTION-980-100027	Aluminum Bolt On Chock Holders (Does not include chocks)
1	OPTION-980-5000-39	Pole style cone holder (weld on)
1	OPTION-980-100090	Bolt-on flag holders (includes flags) - aluminum or steel fenders
1	OPTION-915-5000-43	Gate Valve for Hydraulic Tank

- 4 900-9902-27 Additional Dual Edge Knife (4 required for full set) - 5/8" x 5 1/2" x 10"
1 OPTION-905-5000-21 10,000 pound capacity tongue jack with spring return pad

CUSTOMER TOTALS

Total Unit Price:		\$ 69069.00
Customer Discount:	12.0000 %	- \$ 8288.28
Dealer Preparation / Delivery:		\$ 500.00
Customer Net Unit Price:		\$ 61280.72
Customer Allowances / Trade-In :		- \$ 13000.00
Customer Total After Allowances / Trade-In:		\$ 48280.72
Freight/Shipping:		\$ 1000.00
Customer Total:		\$ 49280.72

COMMENTS

By Bobcat of Connecticut on 06/29/2020 06:34 PM

Pricing reflects the Sourcewell contract

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

Close Print



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 25-Sep-20

Purchase Item or Contract: Wood Chipper		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Wood Chipper (NTE \$75,000)	\$75,000.00	\$75,000.00
			-
			-
			-
			-
TOTAL			\$75,000.00

Account No. 500.20.2037.0.54000.00138 Wood Chipper

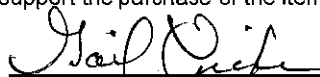
Budgeted Amount.....	\$75,000.00	Available balance.....	\$75,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$75,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist.Finance Director

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

Finance Director or Assist.Finance Director

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: September 30, 2020
SUBJECT: Purchase of an Excavator for the Highway Department

SUMMARY:

At its July 21, 2020 meeting, the Town Council approved transfers totaling \$110,000 from the following accounts (all in the General Fund) into the Excavator account, pending approval of the Board of Finance:

- \$25,000 from the Highway Health Insurance account (001.20.2037.0.52235.00000)
- \$25,000 from the Highway Blue Collar account (001.25.2545.0.51135.00000)
- \$25,000 from the Stormwater Drainage Analysis account (001.20.2036.0.53971.00000), and
- \$35,000 from the Planning & Zoning Mid-Manager account (001.10.1014.0.51125.00000).

As described in the attached agenda item, this transfer would fund the purchase of a compact excavator for the Highway Department which can lift all standard drainage components when preparing roads for paving and for drainage and other major projects. The Board of Finance subsequently approved this transfer at its September 8, 2020 meeting, and the Finance Department completed this budget transfer.

The original budget transfer request was based on one quote for a John Deere 75G excavator. The Highway Department obtained two other quotes for comparable excavators; the three quotes are summarized on the attached table. As shown, the H.O. Penn quote for a Caterpillar 307.5 Mini-Excavator is the most competitive, in large part due to the significant municipal discounts of 31.94% and 24% via CT DAS Contract No. 14PSX0330. Staff are now requesting that the Town Council waive the formal Town bidding process and approve the use of the funds from the Excavator account (500.20.2037.0.54000.00172) to purchase an excavator from H.O. Penn of Newington, CT.

ACTION NEEDED:

Move to waive the bidding process and approve issuing a Purchase Order in an amount not to exceed \$110,000.00 to H.O. Penn of Newington, CT from the Excavator account for the purchase of an excavator for the Highway Department, as this is in the best interest of the Town.

ATTACHMENTS:

Agenda Item dated July 14, 2020
Excavator Quote Comparison Table
H.O. Penn (Caterpillar) Quote dated September 22, 2020
Sufficiency of Funds

PREPARED BY:

Michael S. Ahern, Public Works Director
Steve Karp, Highway Superintendent

MSA

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 14, 2020

SUBJECT: \$110,000 Budget Transfer to Fund an Excavator

SUMMARY:

The Highway Department's current (and only) front-line machine for drainage projects and road prep before paving is a 2011 John Deere 410J backhoe with over 7,000 operating hours. It has recently experienced increased repair and maintenance associated with its hydraulic systems, during two road paving projects. While this is a versatile machine, its maximum lift capacity with the backhoe arm ranges from 3,000 to 3,400 pounds depending on the situation. This backhoe cannot lift standard precast concrete catchbasin sumps (these weigh 4,300 pounds and up), double catchbasin tops, and 3-foot or more concrete riser sections (5,100 pounds and up); this is a limiting factor as crews then need to request the loader to place these drainage structures. In short, this machine is a bit undersized to do all of the drainage work required, and is beginning to show its age and operating history.

Staff is requesting the purchase of a compact excavator that can lift these standard components in drainage work as well as to perform heavier work in other projects. Attached is a quote from W.I. Clark for a John Deere 75J, as well as manufacturer information showing its features. This rubber-tracked excavator's lift capacity ranges from 6,000 to over 7,700 pounds when the bucket is directly in front, and from 5,700 to over 6,100 pounds with the bucket to the side for the load heights and distances typical for Town drainage work. The additional lifting capacity would allow this type of excavator to do all of the standard drainage work without requiring the loader or rental of a larger machine. The attached quote from W.I. Clarke totals \$110,208 (with accessories) delivered to the Highway Department – as shown, discounts are available via the Sourcewell Contract No. 032119-JDC. The existing 410J backhoe would be retained as a second line unit as long as it can be maintained without major expense, and would be used by a second crew doing road prep involving mainly catch basin tops as well as providing a second machine for storm cleanup, loading trucks, and managing stockpiled material.

Funding for the excavator is proposed to come from four accounts, all in the General Fund, as detailed below:

- \$25,000 from the Highway Health Insurance account (001.20.2037.0.52235.00000)
- \$25,000 from the Highway Blue Collar account (001.25.2545.0.51135.00000)
- \$25,000 from the Stormwater Drainage Analysis account (001.20.2036.0.53971.00000), and
- \$35,000 from the Planning & Zoning Mid-Manager account (001.10.1014.0.51125.00000).

These funds will be transferred into the Excavator account in the General Fund (001.20.2037.0.54000.00172).

ACTION NEEDED:

Move to approve the transfer of \$25,000.00 from the Highway Health Insurance account, \$25,000 from the Highway Blue Collar account, \$25,000 from the Stormwater Drainage Analysis account and \$35,000 from the Planning & Zoning Mid-Manager account, all in the General Fund, to the Excavator account in the General Fund, pending approval of the Board of Finance.

ATTACHMENTS:

Budget Transfer Form

W.I. Clarke Quote Dated June 23, 2020

Manufacturer Information – John Deere 75J

PREPARED BY:

Michael S. Ahern, Public Works Director

Steve Karp, Highway Superintendent

FOR REFERENCE ONLY

Highway Department - Hydraulic Excavator Quotes (as of 9/24/2020)

Vendor	H.O. Penn Machinery Co., Inc. (Newington, CT)	W.I. Clark Company (Wallingford, CT)	Tyler Equipment (Berlin, CT)
Excavator	Caterpillar 307.5 Mini Excavator	John Deere 75G	Volvo ECR88D
Excavator Base Unit	\$ 74,635.00	\$ 89,329.02	\$ 98,738.00
Tilt Grading Bucket	\$ 7,088.00	\$ 5,500.00	Not requested (see Note 1)
Rotating Grapple	\$ 13,823.00	\$ 14,800.00	Not requested (see Note 1)
Hydraulic Thumb	\$ 4,509.00	\$ 4,915.00	\$ 5,300.00
Addtl Attachments/Equip/Labor	\$ 6,101.00	\$ 15,964.25	\$ 3,900.00
Total Package	\$ 106,156.00	\$ 130,508.27	\$ 107,938.00
Warranty	24 months	12 months	Not requested (see Note 1)

NOTES:

- 1) As the HO Penn quote with the grading bucket and grapple was already more competitive than the Volvo quote, no additional pricing/info was requested on these from Tyler.
- 2) HO Penn quote based on CT DAS Contract No. 14PSX0330 which expires 1/31/2024.



September 22, 2020

Town of Berlin
27 Town Farm Road
Kensington, CT 06037

Attn: Steve Karp

We are pleased to quote the following Caterpillar Mini Excavator.
Per State of Connecticut Contract

We are pleased to quote the following piece of Caterpillar equipment.

Caterpillar 307.5 Mini Excavator:

Enclosed Cab with Heat and A/C, Radio, Heated Deluxe Seat, TG Steel Tracks w/ Rubber Pads, Next Gen Monitor w/ Reverse Camera, Long Stick, Front Coupler Control, Counterweight, Exterior Lights.

	<u>List</u>	<u>Net 31.94% Discount</u>
Per Spec	\$ 109,661.00	\$ 74,635.00
Additional Attachments	<u>List</u>	<u>Net 24% Discount</u>
PG Coupler, Hydraulic	\$ 5,674.00	\$ 4,312.00
Bucket Pin, 50mm	\$ 125.00	\$ 95.00
24" HD Bucket	\$ 2,229.00	\$ 1,694.00
Bucket Pin, 50mm	\$ 125.00	\$ 95.00
Thumb Hyd, 8T PG	\$ 4,111.00	\$ 3,124.00
Thumb & Coupler Install (Labor)		\$ 1,290.00
Accessories – Tilt Grading Bucket		
Wain Roy Tilt Bucket, 48" Grading	\$ 6,893.00	\$ 5,239.00
Freight		\$ 180.00
Bucket Pin, 50mm	\$ 125.00	\$ 95.00
Jumper Line Fabrication, Relief Valve & Tilt Bucket Install (Labor)		\$ 774.00
Lines, Connectors, Valve, Fab (Parts)		\$ 800.00
Accessories – Rotating Grapple		
Ryan's Rotating Multi Grapple	\$ 16,000.00	\$ 12,160.00
Freight		\$ 210.00
Case Drain Kit	\$ 215.00	\$ 163.00
Case Drain & Rotating Grapple Install (Labor)		\$ 1,290.00
Total Purchase Price with all options		\$ 106,156.00
Trade Credit: NONE		\$ 0.00
TOTAL		\$ 106,156.00

Sincerely,

Reed Hofmann
Machine Sales Representative

860-626-3522

H. O. PENN MACHINERY COMPANY, INC.

Bronx, NY
10465
699 Brush
Avenue
(718) 863-3800

Holtsville, NY
11742
660 Union
Avenue
(631) 758-7500

Holtsville, NY
11742
15 Middle Avenue
(631) 758-7500

Poughkeepsie, NY
12603
122 Noxon Road
(845) 452-1200

Newington, CT
06111
225 Richard
Street
(860) 666-8401

Bloomington, NY
12721
783 Bloomington
Road
(845) 733-6400



Cat® 307.5

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat® 307.5 Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- A sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance helps you get the job done more efficiently, and dig-to-blade allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. A back-up camera, courtesy work lights and a fluorescent retractable seat belt are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications

Engine

Engine Model	Cat C2.4 Turbo	
Rated Net Power @ 2,400 rpm		
ISO 9249/EEC 80/1269	41.7 kW	55.9 hp
Gross Power		
ISO 14396	43.2 kW	57.9 hp
Bore	87 mm	3.4 in
Stroke	102 mm	4 in
Displacement	2.43 L	148 in³

Weights

Minimum Operating Weight with Cab*	7532 kg	16,605 lb
Maximum Operating Weight with Cab**	8233 kg	18,152 lb

*Minimum Weight is based on steel tracks, no counterweight, operator, full fuel tank, standard stick, blade and no bucket.

**Maximum Weight is based on steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

Weight Increase from Minimum Configuration

Counterweight	250 kg	552 lb
Long Stick	82 kg	181 lb
Steel Tracks with Pads	285 kg	628 lb



307.5 Mini Hydraulic Excavator

Travel System

Travel Speed – High	5.0 km/h	3.1 mph
Travel Speed – Low	3.1 km/h	1.9 mph
Maximum Traction Force – High Speed	26.1 kN	5,856 lb
Maximum Traction Force – Low Speed	62.4 kN	14,035 lb
Ground Pressure – Minimum Weight	32.7 kPa	5 psi
Ground Pressure – Maximum Weight	35.7 kPa	5 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	10 L	2.6 gal
Engine Oil	9.5 L	2.5 gal
Fuel Tank	145 L	38 gal
Hydraulic Tank	53 L	14 gal
Hydraulic System	104 L	27 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	167 L/min	44 gal/min
Operating Pressure – Equipment	285 bar	4,134 psi
Operating Pressure – Travel	285 bar	4,134 psi
Operating Pressure – Swing	250 bar	3,626 psi
Auxiliary Circuit – Primary		
Flow	131 L/min	35 gal/min
Pressure	285 bar	4,134 psi
Auxiliary Circuit – Secondary		
Flow	33 L/min	9 gal/min
Pressure	285 bar	4,134 psi
Digging Force – Stick (standard)	37.8 kN	8,504 lb
Digging Force – Stick (long)	33.7 kN	7,579 lb
Digging Force – Bucket	54.6 kN	12,272 lb

Swing System

Machine Swing Speed	10 rpm
---------------------	--------

Blade

Width	2280 mm	90 in
Height	431 mm	17 in

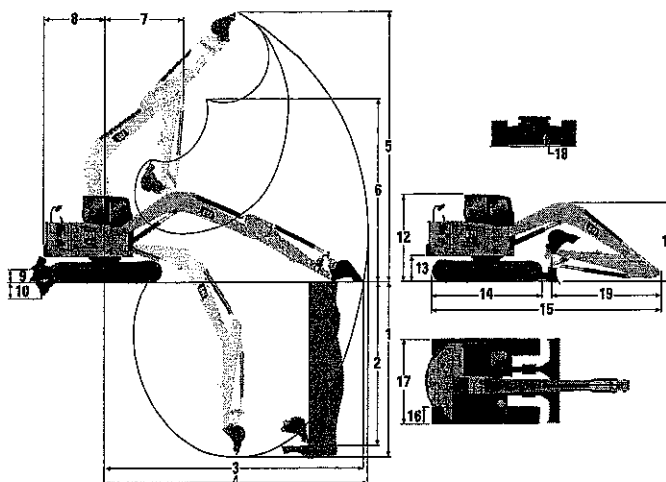
Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level II)

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	98 dB(A)

• European Union Directive “2000/14/EC”



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	4107 mm (162 in)	4649 mm (183 in)
2 Vertical Wall	3604 mm (142 in)	4120 mm (162 in)
3 Maximum Reach at Ground Level	6152 mm (242 in)	6671 mm (263 in)
4 Maximum Reach	6297 mm (248 in)	6805 mm (268 in)
5 Maximum Dig Height	7341 mm (289 in)	7758 mm (305 in)
6 Maximum Dump Clearance	5293 mm (208 in)	5710 mm (225 in)
7 Boom in Reach	1681 mm (66 in)	2250 mm (89 in)
8 Tail Swing		
with Counterweight	1995 mm (79 in)	1995 mm (79 in)
without Counterweight	1800 mm (71 in)	1800 mm (71 in)
9 Maximum Blade Height	363 mm (14 in)	363 mm (14 in)
10 Maximum Blade Depth	414 mm (16 in)	414 mm (16 in)
11 Transport Height	2558 mm (101 in)	2656 mm (105 in)
12 Cab Height	2534 mm (100 in)	2534 mm (100 in)
13 Swing Bearing Height	756 mm (30 in)	756 mm (30 in)
14 Overall Undercarriage Length	2760 mm (109 in)	2760 mm (109 in)
15 Overall Shipping Length	6144 mm (242 in)	6257 mm (246 in)
16 Track Belt/Shoe Width	450 mm (18 in)	450 mm (18 in)
17 Overall Track Width	2200 mm (87 in)	2200 mm (87 in)
Width over Upper House	2250 mm (89 in)	2250 mm (89 in)
18 Ground Clearance	370 mm (15 in)	370 mm (15 in)
19 Stick Length	1665 mm (66 in)	2208 mm (87 in)

3075 Mini Hydraulic Excavator

Lift Capacities – Minimum Configuration*

Lift Point Height			3 m (9.8 ft)			4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)	2248 (4,956)	2248 (4,956)	2257 (4,976)				1113 (2,454)	1113 (2,454)	1113 (2,454)	4.41 (14.5)
	Long Stick	kg (lb)				1734 (3,823)	1734 (3,823)	1759 (3,878)	1090 (2,403)	1090 (2,403)	1090 (2,403)	5.03 (16.5)
3 m (9.8 ft)	Standard Stick	kg (lb)	2728 (6,014)	2728 (6,014)	2758 (6,080)	2141 (4,720)	1646 (3,629)	1461 (3,221)	1047 (2,308)	1047 (2,308)	1047 (2,308)	5.17 (17.0)
	Long Stick	kg (lb)	2227 (4,910)	2227 (4,910)	2220 (4,894)	1915 (4,222)	1915 (4,222)	1475 (3,252)	1038 (2,288)	1038 (2,288)	1038 (2,288)	5.71 (18.7)
1.5 m (4.9 ft)	Standard Stick	kg (lb)	3466 (7,641)	2899 (6,391)	2488 (5,485)	2341 (5,161)	1551 (3,419)	1367 (3,014)	1090 (2,403)	1090 (2,403)	1090 (2,403)	5.43 (17.8)
	Long Stick	kg (lb)	3140 (6,923)	3140 (6,923)	2535 (5,589)	2174 (4,793)	1545 (3,406)	1359 (2,996)	1075 (2,370)	1075 (2,370)	845 (1,863)	5.95 (19.5)
0 m (0 ft)	Standard Stick	kg (lb)	3678 (8,109)	2692 (5,935)	2294 (5,057)	2401 (5,293)	1470 (3,241)	1287 (2,837)	1250 (2,756)	1250 (2,756)	1017 (2,242)	5.27 (17.3)
	Long Stick	kg (lb)	3594 (7,923)	2663 (5,871)	2261 (4,985)	2339 (5,157)	1436 (3,166)	1252 (2,760)	1207 (2,661)	980 (2,161)	847 (1,867)	5.80 (19.0)

*Minimum Weight includes steel tracks, no counterweight, operator, full fuel tank, blade and no bucket.

Lift Capacities – Maximum Configuration**

Lift Point Height			3 m (9.8 ft)			4.5 m (14.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)	2252 (4,965)	2252 (4,965)	2261 (4,985)				1110 (2,447)	1110 (2,447)	1110 (2,447)	4.43 (14.5)
	Long Stick	kg (lb)				1744 (3,845)	1744 (3,845)	1768 (3,898)	1088 (2,399)	1088 (2,399)	1088 (2,399)	5.05 (16.6)
3 m (9.8 ft)	Standard Stick	kg (lb)	2743 (6,047)	2743 (6,047)	2774 (6,116)	2145 (4,729)	2145 (4,729)	1681 (3,706)	1047 (2,308)	1047 (2,308)	1047 (2,308)	5.18 (17.0)
	Long Stick	kg (lb)	2252 (4,965)	2252 (4,965)	2245 (4,949)	1920 (4,233)	1920 (4,233)	1929 (4,253)	1038 (2,288)	1038 (2,288)	1038 (2,288)	5.72 (18.8)
1.5 m (4.9 ft)	Standard Stick	kg (lb)	3477 (7,665)	3477 (7,665)	2863 (6,312)	2345 (5,170)	1800 (3,968)	1586 (3,497)	1092 (2,407)	1092 (2,407)	1092 (2,407)	5.43 (17.8)
	Long Stick	kg (lb)	3155 (6,956)	3155 (6,956)	3208 (7,072)	2179 (4,804)	1794 (3,955)	1578 (3,479)	1077 (2,374)	1077 (2,374)	1077 (2,374)	5.95 (19.5)
0 m (0 ft)	Standard Stick	kg (lb)	3675 (8,102)	3136 (6,914)	2674 (5,895)	2398 (5,287)	1720 (3,792)	1507 (3,322)	1255 (2,767)	1255 (2,767)	1255 (2,767)	5.26 (17.2)
	Long Stick	kg (lb)	3596 (7,928)	3596 (7,928)	2639 (5,818)	2339 (5,157)	1685 (3,715)	1472 (3,245)	1211 (2,670)	1211 (2,670)	1009 (2,224)	5.79 (19.0)

**Maximum Weight includes steel tracks with rubber pads, counterweight, operator, full fuel tank, blade and no bucket.

307.5 Mini Hydraulic Excavator

EQUIPMENT

ENGINE

- Cat C2.4 Diesel Engine (U.S. EPA Tier 4 Final/ EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)
- Automatic Engine Idle
- Automatic Engine Shutdown
- Automatic Swing Brake
- Automatic Two Speed Travel
- Fuel Water Separator with Indicator
- Radial Seal – Double Element Air Filter
- Extended Life Coolant, -37° C (-35° F)

HYDRAULICS

- Smart Tech Electronic Pump
- Variable Displacement Piston Pump
- Load Sensing/Flow Sharing Hydraulics
- Power On Demand
- Hydraulic Temperature Monitoring
- Certified Accumulator
- HYDO Advanced Hydraulic Oil

OPERATOR ENVIRONMENT

- Sealed and Pressurized Cab
- Operator Sound Pressure 72 dB(A) ISO 6396
- Stick Steer Mode
- Travel Cruise Control
- Control Pattern Changer
- Adjustable Wrist Rests
- Molded Footrests
- Removable, Washable Floor Mat
- Travel Pedals and Hand Levers

- Cat Key with Passcode Option
- HVAC with Automatic Temperature Control
- Hydraulic Lockout Controls
- Integrated Lower Front Window
- Assisted Front Window Overhead Storage
- Rear Window Emergency Exit
- Fabric, High Back, Suspension Seat
- Retractable Seat Belt (75 mm/3 in)
- Coat Hook
- Cup Holder
- LED Interior Light
- Literature Holder
- 12V Power Socket
- Radio – Bluetooth®, USB, Auxiliary, Microphone
- Skylight
- Mounting Bosses for Top and Front Guards
- ROPS – ISO 12117-2:2008
- TOPS – ISO 12117:1997
- Top Guard – ISO 10262:1998 (Level II)
- Color LCD Monitor
 - Fuel Level and Coolant Temperature Gauges
 - Maintenance and Machine Monitoring
 - Performance and Machine Adjustments
 - Numeric Security Code
 - Multiple Languages
 - Camera Ready
 - Hour Meter with Wake Up Switch
 - Jog Dial Control Interface

UNDERCARRIAGE

- Greased and Lubricated Track
- Hydraulic Track Adjusters
- Tie Down Eyes on Track Frame
- Dozer Blade
- Dozer Float
- Bolt-on, Reversible Wear Edge
- Steel Tracks (450 mm/17.7 in wide)

BOOM, STICK AND LINKAGES

- One Piece Boom (3700 mm/145.7 in)
- Standard Stick (1665 mm/65.6 in) or Long Stick (2200 mm/86.6 in)
- Front Shovel Capable (Pin-On/ Manual Coupler/Hydraulic Coupler – not available in all regions)
- Thumb Ready (not available in all regions)
- Certified Lifting Eye (not available in all regions)

ELECTRICAL

- 12 Volt Electrical System
- 60 Ampere Alternator
- 900 CCA Maintenance Free Battery
- Battery Disconnect
- Ignition Key Stop Switch
- Signaling/Warning Horn
- Product Link™ Elite Lite (regulations apply)
- Travel Alarm

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

- Rain Visor
- Air Suspension Heated Seat

ELECTRICAL

- RearView Camera
- Rotating Beacon

OTHER

- Attachments including Buckets, Augers and Hammers
- Steel Track with Rubber Pads
- Wide Steel Tracks (800 mm/23.6 in)
- 2nd Auxiliary Hydraulic Lines with Case Drain
- Boom and Stick Hose Burst Check Valves
- Bucket Linkage with Lift Eye
- Track Guides
- Water Jacket Heater
- Refueling Pump
- Cab Guarding

For more information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com.

© 2019 Caterpillar Inc.
All rights reserved.

Material and specifications are subject to change without notice. Caterpillar machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, PETERBILT, and the Feline logo are registered trademarks of Caterpillar Inc. and/or its subsidiaries. Other names and trademarks are the property of their respective owners. All other trademarks are the property of their respective owners.

AER08158-011 (03-2019)
Replaces AER08158
(North America and Europe)





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 24-Sep-20

Purchase Item or Contract: Excavator		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Excavator (NTE \$110,000)	\$110,000.00	\$110,000.00
			-
			-
			-
			-
Account No. 500.20.2037.0.54000.00172 Excavator (CNR Fund)			TOTAL \$110,000.00

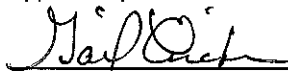
Budgeted Amount.....	\$110,000.00	Available balance.....	\$110,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$110,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist.Finance Director

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

Finance Director or Assist.Finance Director

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 30, 2020

SUBJECT: Fund Repairs to the Highway Department Front Loader

SUMMARY:

At its July 21, 2020 meeting, the Town Council approved the transfer of \$40,000.00 from the Highway Storm Related Overtime account in the General Fund and \$20,000 from the Public Grounds Storm Related Overtime account in the General Fund to the Front/Bucket Loader account, pending approval of the Board of Finance. As described in the attached agenda item, this transfer would fund the overhaul of the Highway Department's Front Loader, extending its service life at least another eight (8) years. The Board of Finance subsequently approved this transfer at its September 8, 2020 meeting, and the Finance Department completed this budget transfer.

Staff are now requesting that the Town Council waive the Town bidding process and approve the use of the funds from the Bucket Loader account (500.20.2037.0.54000.00130) for W.I. Clarke to complete the overhaul. The overhaul items and associated costs are shown on the attached repair estimate, and total an estimated \$50,750. The request for \$60,000 includes a contingency to cover freight charges and additional items, as needed. It should be noted that the cost of a new loader is approximately \$200,000.

ACTION NEEDED:

Move to waive the bidding process and approve issuing a Purchase Order in an amount not to exceed \$60,000.00 to W.I. Clarke of Wallingford, CT from the Bucket Loader account for the overhaul of the Highway Department's Front Loader, as this is in the best interest of the Town.

ATTACHMENTS:

Town Council Agenda Item dated July 14, 2020
W.I. Clark Service Department Repair Estimate
Sufficiency of Funds

PREPARED BY:

Michael S. Ahern, P.E., Director of Public Works
Steve Karp, Highway Superintendent
Jim Simons, Fleet Manager

MSA

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 14, 2020

SUBJECT: \$60,000 Budget Transfer to Fund Repairs to the Highway Department Front Loader

SUMMARY:

The Highway Department's front loader is a 2006 John Deere 544J High Lift Wheel Loader that is used almost constantly at the Physical Servicewaters Complex on Town Farm Lane, and throughout town as needed. Despite its age, the Fleet Manager (Jim Simons) and Highway Superintendent (Steve Karp) both consider this a solid, dependable machine that is a workhorse for the Highway Department as well as for other departments including: Parks and Grounds, Timberlin Golf Course, Facilities, and Water Control. During and after winter storms, this machine loads salt on all of the plow trucks as well as removing stockpiled snow from specific areas of Town. Through-out the year, it is used to:

- Offload/manage heavy deliveries with either its standard bucket or the accessory forklifts. This includes pipe, catch basin sumps and tops, topsoil, processed aggregate, and gravel (Physical Services complex)
- Loads woodchips and grass clippings into transfer trucks, and loads scrap metal and other materials into roll-off containers (Transfer Station)
- Manages and loads stockpiled material at the Physical Services complex and at the department's storage yard on Christian Lane
- Installs catch basin sumps and double tops during drainage projects and for paving road prep (these items are too heavy for the department's backhoe)
- Screens fill and topsoil in conjunction with the department's screening plant
- Removes asphalt pavement and curbing during road prep for paving, and completes mass excavation for road reconstruction
- Pushes downed trees/limbs/debris off roadways after significant storm events

As this is a 14-year-old machine with approximately 11,000 operating hours, the Fleet Manager and W.I. Clarke thoroughly evaluated the loader to determine what systems and components need replacement to extend its service life. This evaluation included the laboratory analysis of the engine oil, hydraulic fluid, brake fluid, transmission fluid, and coolant. The overhaul items and associated costs are shown on the attached repair estimate, and total an estimated \$50,750. The request for \$60,000 includes a contingency to cover freight charges and additional items, as needed. It should be noted that the cost of a new loader is approximately \$200,000. Staff estimates that this intensive overhaul will extend the service life by another 8 years.

Funding for the front loader repairs is proposed to come from the following accounts: \$40,000 from the Highway Storm Related Overtime account (001.20.2037.0.51445.00000) and \$20,000 from the Public Grounds Storm Related Overtime account (001.25.2545.0.51445.00000), both in the General Fund. These funds will be transferred into the Front Loader account in the General Fund (001.20.2037.0.54000.00130).

ACTION NEEDED:

Move to approve the transfer of \$40,000.00 from the Highway Storm Related Overtime account in the General Fund and \$20,000 from the Public Grounds Storm Related Overtime account in the General Fund to the Highway Front Loader account in the General Fund, pending approval of the Board of Finance.

ATTACHMENTS:

Budget Transfer Form
W.I. Clark Service Department Repair Estimate

PREPARED BY:

Michael S. Ahern, P.E., Director of Public Works
Steve Karp, Highway Superintendent

W.I. Clark Service Department

Repair Estimate

Business Name: Town of Berlin _____

Mfg: John Deere _____

Contact: Jim Simons _____

Model: 544J _____

Phone number: 860-250-0509 _____

Serial number: DW544JZ602118 _____

Email: _____

Hours: 10,946 _____

Work order: 77073 _____

RECOMMENDED REPAIRS:

Remove & Replace brake discs in front and rear axles, replace brake accumulators-Parts & Labor Est. \$12,800

Remove and Replace Injection Pump and Injectors- Parts and Labor Est. \$4150.00

Remove and Replace Water pump, Belt, thermostat and coolant- Parts and Labor Est. \$1850.00

Remove and Replace Ride Control Accumulator- Parts and Labor Est. \$2000.00

Remove and Replace Seat and Repair A/C not cold- Est. Seat Parts and Labor Est.- \$950.00 A/C to be advised

Perform 10,000 hr service (inc adj valves, R&R engine damper, chk oils filters) Parts and Labor \$3250.00

Remove and Replace Bucket and Coupler , replace link and arm bushings Parts and Labor Est.-\$20,250.00

Remove and replace Transmission input bearing , u joints and yoke. Parts and Labor Est.-\$5500.00

The estimated cost for parts and labor to perform these repairs is \$50,750.00 plus tax and incoming freight for non-stocked parts. Please note that this is an estimate only, final billing will be on a time and material basis.

Our records indicate that you have the following account status:

- ☐ JOHN DEERE POWERPLAN. Your Powerplan account will be billed on completion of repairs.
- ☐ W.I. CLARK ACCOUNT. Your account will be billed on completion of repairs.
- ☐ COD. A Powerplan application is attached if you would like to establish credit; otherwise payment is requested on completion of repairs.

If you choose to continue with these repairs, please sign here to acknowledge receipt of this estimate and fax back to us at (203) 949-8192 along with your purchase order if required.

Authorized Signature _____ Date _____



The W.I. Clark Co.
30 Barnes Industrial Park Rd.
P.O. Box 300
Wallingford, CT 06492
(203) 265-6781

Thank you,

Name: Michael Greenwood _____

Title: Assistant Service Manager _____

Date: 6/24/2020 _____



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 24-Sep-20

Purchase Item or Contract: Overhaul of Front Loader		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Overhaul Front Loader	\$60,000.00	\$60,000.00
			-
			-
			-
			-
TOTAL			\$60,000.00

Account No. 500.20.2037.0.54000.00130 Bucket Loader (CNR Fund)

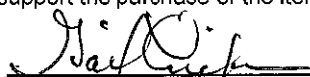
Budgeted Amount.....	\$60,000.00	Available balance.....	\$60,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$60,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist. Finance Director

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

Finance Director or Assist. Finance Director

Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 11, 2020

SUBJECT: Contract Award for Treated Salt Purchase Fiscal Year 2020-2021

SUMMARY:

The Highway Department's use of treated road salt de-icing materials has proven successful over the past winters. These products adhere to the roadways much more consistently and evenly, reducing "scatter", proving it safer for the environment, and results in cleaner streets in the spring, thus reducing our street sweeping disposal.

The Capital Region Council of Governments (CRCOG) bid #705 for treated salt accepted bids from companies for a contract term of July 1, 2020 - June 30, 2021. Towns are to select a vendor appropriate for their region to provide reasonable services. We therefore recommend Cargill Salt provide the treated salt for the duration of the contract. We will be committing an annual quantity of material (2,000 tons at \$61.30/ton). As in the past, we are obligated to purchase at least 50% of the annual estimated quantity of material [\$61,300.00] with the potential to purchase the total quantity of 2,000 tons at a price of \$122,600.00. Funds are available in the Highway Department's budget, line item 001.20.2037.0.53217.00000 (Snow and Ice Removal).

ACTION NEEDED:

Move to authorize the use of Cargill Salt for treated road salt utilizing the Capitol Region Council of Governments Contract #705 for snow and ice control through June 30, 2021.

ATTACHMENTS:

- 1) Sufficiency of Funds
- 2) CRCOG Bid # 705 information

PREPARED BY:

Jim Horbal, Deputy Director of Public Works





CAPITOL REGION PURCHASING COUNCIL

INVITATION FOR BID #705

TREATED ROAD SALT FOR WINTER ROAD MAINTENANCE

Issue Date: As listed on crcog.bonfirehub.com

Deadline for Questions: As listed on crcog.bonfirehub.com

Response Deadline: As listed on crcog.bonfirehub.com

Response Location: crcog.bonfirehub.com



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 10-Sep-20

Purchase Item or Contract: Purchase of treated road salt		Requested by: Jim Horbal	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Treated road salt	\$122,600.00	\$122,600.00
			-
			-
			-
			-
			-
Account No. 001.20.2037.0.53217.00000 Snow & Ice Materials			TOTAL \$122,600.00

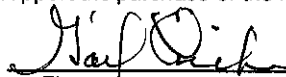
Budgeted Amount.....	\$175,000.00	Available balance.....	\$175,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$122,600.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$52,400.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist. Finance Director

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

Finance Director or Assist. Finance Director

2020-09-15 Town Council Meeting Minutes

The Town Council will meet in person. Due to the COVID-19 pandemic and in accordance with applicable Executive Orders by Governor Lamont, no public will be allowed to attend in person at this meeting. The Town Council invites the public to join the meeting by clicking on the following link or by phone. Please see the following information:

Meeting Link:

[Join meeting](#)

Meeting Number: 132 088 9840
Password: Council (2686245 from phones and video systems)

Join by video system
Dial 1320889840@webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 132 088 9840
Password: Council (2686245 from phones and video systems)

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, September 15, 2020
Town Council Chambers
7:00 P.M.**

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Those in attendance were:

Councilor JoAnn Angelico-Stetson
Mayor Mark Kaczynski
Councilor Brenden Luddy
Councilor Charles Paonessa
Councilor Peter Rosso
Councilor Mike Urrunaga
Councilor Donna Veach

Also in attendance:

Town Manager Arosha Jayawickrema
Corporation Counsel Jeffrey Donofrio

D. AUDIENCE OF CITIZENS

None

E. MEETING AGENDA – Immediately Following the Audience of Citizens

F. CONSENT AGENDA:

1. **Topic re: Approve the request of Berlin Lions Agricultural Fair Inc. to waive Building permit fees for replacing the roofing on various fairground buildings. The total amount of the fee to be waived is approximately \$735.00. – Building Department**
2. **Topic re: Approve Mickey Finn stores – Douglas Cohen representative, permission to serve alcoholic beverages – beer on Saturday, September 26, 2020 from 1 p.m. to 6 p.m. at Timberlin park Picnic Pavilion. – Parks and Recreation**
3. **Topic re: Accept monetary donations totaling \$624.77 for the Berlin Peck Memorial Library and deposit \$1.00 into the library agency account and deposit \$585.00 into the friends of the library miscellaneous account for programs, program supplies and a museum pass renewal and deposit \$38.77 into the friends of the library credit card account to pay for children's program supplies and a summer reading prize and move to accept the donation of books and DVDs with an estimated value of \$309.93 to be added to the appropriate department collections. – Berlin-Peck Memorial Library**
4. **Topic re: Accept the donations of \$125.00 and appropriate the funds to the Police Peer Support Program Expenditure Account. – Police Department**

Councilor Luddy moved to approve the Consent Agenda as presented.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

G. NEW BUSINESS:

1. **Topic re: Discussion concerning the School Resource Officer (SRO) at McGee Middle School. – Town Council**

Police Chief John Klett provided some background on the School Resource Officer (SRO). In January of 2018 that officer was removed from McGee Middle School (McGee) due to a lack of activity at the school. In the 2018/2019 school year he was placed back at McGee after the Parkland shooting.

In 2019 funds were appropriated to hire an armed security guard at McGee. Due to staffing shortages within the Police Department, and the fact that an armed guard was hired, the Chief removed the SRO from McGee.

The DARE program along with routine checks will continue at the school. If additional police services are requested the Youth detective, the SRO from the high school or additional units will be dispatched.

Superintendent of Schools Brian Benigni added that the Director of Security, John Schmaltz, was currently at McGee although he will eventually go between the high school and McGee when the newly hired security guard is fully in place.

Mayor Kaczynski requested that discussions be held in the future when any changes are made to SROs at the schools and asked that the issue be revisited when Police manpower in the Town improves.

NO ACTION NEEDED

2. Topic re: Update on the Housing Authority – Housing Authority

Housing Authority Chairman Joe Bajorski provided an update regarding financing for the Senior Housing project.

The DOH engagement profile has been submitted to the Department of Housing (DOH). The next step would be an engagement meeting with the DOH to go over the project and to determine if the Town will receive the go ahead to make application. The end of November 2020 is the deadline.

Unfortunately, due to COVID-19 the process of setting a meeting has taken longer than anticipated.

Mayor Kaczynski asked that the Town Council be kept informed of the process.

NO ACTION NEEDED

3. Topic re: Create a charge for the Golf Commission Subcommittee. – Town Council

Town Manager Jayawickrema made five broad suggestions to the Council for the subcommittee.

One being to give a charge to the committee with the focus being only on golf operations and capital at Timberlin. The second would be a broader scope looking at Timberlin as being a destination for the town, expanding facilities to have year-round activities, weddings, banquets, and other activities. The third would be determining how the subcommittee would want Timberlin to operate; having all the operating expenses covered by fees that are charged, or having a portion subsidized by the Town.

The fourth is to consider if the golf operations should be managed in-house versus outsourcing certain aspects. And finally fifth, consider the option of selling Timberlin and putting it on the tax rolls.

Mayor Kaczynski suggested beginning with how to address the operations and capital at this time, leaving the last two options for future discussion.

The Town Manager stated he would write up the charge and provide that to Council members before the next meeting. He also suggested Councilor Rosso be the chairman of the subcommittee.

NO ACTION NEEDED

4. **Topic re: Waive the Town's Bidding Procedure and approve issuing a Purchase Order in an amount not to exceed \$14,925.60 in FY 20-21 for Jurek Brothers Inc. for the purchase of firearms, as this is in the best interest of the town. – Police Department**

Deputy Chief Chris Ciuci explained that funding for the purchase of firearms was approved in this year's budget. Jurek Brothers Inc is the sole source provider in this area for law enforcement pricing. Forty firearms are being replaced and the pricing includes the trade-in for old weapons. The last time weapons were replaced was in 2009. Normal wear and tear, along with weapon enhancements are the reasons for replacement.

Councilor Luddy moved to waive the Town's Bidding Procedure and approve issuing a Purchase Order in an amount not to exceed \$14,925.60 in FY 20-21 for Jurek Brothers Inc. for the purchase of firearms, as this is in the best interest of the town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

5. **Topic re: Approve an additional School Health Aide position of 15 hours per week to provide adequate health coverage in Hubbard Elementary School. The cost of the additional position would be \$15,062.00. – VNA**

VNA Administrator Wendy Russo explained that Hubbard School has never had a Health Room Aide unlike the other elementary schools. Now with COVID-19 guidelines, two Health Room Staff are required for all schools.

Councilor Luddy moved to approve an additional School Health Aide position of 15 hours per week to provide adequate health coverage in Hubbard Elementary School. The cost of the additional position would be \$15,062.00.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

6. **Topic re: Waive the Town's bidding procedure and renew a three-year contact with DeVero in amount not to exceed \$28,140.00 per year for the Electronic Medical Record system for the VNA, since this is in the best interest of the town. – VNA**

VNA Administrator Russo stated that the Town transitioned to the DeVero system in 2017. Medicare required the transition due to HIPAA policies. This system meets all of the VNA's needs and works with their billing system.

Councilor Luddy moved to waive the Town's bidding procedure and renew a three-year contact with DeVero in amount not to exceed \$28,140.00 per year for the Electronic Medical Record system for the VNA, since this is in the best interest of the town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

7. **Topic re: Increase by \$92,512.50 the authorization for the Town Manager to enter into change orders with Guerrera Construction Company pertaining to the Boulevard to the Berlin Train Station Project to be funded from the STEAP Blvd at the Berlin Train Station. – Economic Development**

Economic Development Director Chris Edge stated that this is for contingencies in the Boulevard project. This will bring the total contingency to 10% of the bid amount.

Councilor Luddy moved to increase by \$92,512.50 the authorization for the Town Manager to enter into change orders with Guerrera Construction Company pertaining to the Boulevard to the Berlin Train Station Project to be funded from the STEAP Blvd at the Berlin Train Station.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

8. **Topic re: Waive the bidding process and authorize the Town Manager to enter into a contract with Loureiro Engineering to provide general consulting services related to the Boulevard project not to exceed \$5,000 that will be paid from the Farmington Ave. Development (non-grant) account as this is in the best interest of the Town. – Economic Development**

Economic Development Director Edge stated that Loureiro Engineering would work with Guerrera Construction Company to make sure any contaminated soil found on the Connecticut Department of Transportation property easement is handled properly.

Councilor Luddy moved to waive the bidding process and authorize the Town Manager to enter into a contract with Loureiro Engineering to provide general consulting services related to the Boulevard project not to exceed \$5,000 that will be paid from the Farmington Ave. Development (non-grant) account as this is in the best interest of the Town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

9. **Topic re: Authorize the Town Manager to enter into a contract amendment with Newport Realty Group LLC to change the closing date for the sale of 913 Farmington Avenue to October 31, 2020. – Economic Development**

Economic Development Director Edge explained that due to general banking delays this is a request to extend the sale date of 913 Farmington Avenue from September 15, 2020 to October 31, 2020.

Councilor Luddy moved to authorize the Town Manager to enter into a contract amendment with Newport Realty Group LLC to change the closing date for the sale of 913 Farmington Avenue to October 31, 2020.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

10. Topic re: Award Contract #2021-03 (Scrap Metal Disposal), to Calamari Recycling Company, Inc. of Essex, CT for the period of October 1, 2020 through December 31, 2022. - Public Works

Director of Public Works Mike Ahern stated that Calamari submitted the highest revenue-generating bid and the Town currently has a positive relationship with this vendor.

Councilor Luddy moved to award Contract #2021-03 (Scrap Metal Disposal), to Calamari Recycling Company, Inc. of Essex, CT for the period of October 1, 2020 through December 31, 2022.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

11. Topic re: Discuss potential new Police Officer Defined Benefit pension plan. – Finance

Town Manager Jayawickrema stated that he has met with the Finance Director and Director of Human Resources regarding a potential new Police Officer Defined Benefit pension plan.

Finance Director Kevin Delaney provided some history stating that all new Police hires after June 30, 2000 participate in the Town's defined contribution retirement plan.

The benefits to employees of being in a defined benefit plan include a monthly annuity check, a disability benefit, and many states offering a tax break on pension income. Benefits to an employer in switching to a defined contribution plan include no obligation beyond an offered match, and that employer match can be budgeted.

Joining the Connecticut Municipal Employees Retirement System (CMERS) was discussed. This State-run retirement plan is offered to municipalities and is like joining a group Defined Benefit Plan. That plan comes with three cost components which are a Service Contribution, an Unfunded Accrued Liability and an Administrative Fee.

In considering whether to join CMERS, the Town Council should weigh key benefits including recruiting and retention improvement and administrative ease; and challenges including compensation such as overtime and longevity being included in the calculation and also once a

municipality joins CMERS the only way to leave it is to buy their way out. Towns are also told what they must contribute annually, they cannot say that they are not funding or partially funding.

The Finance Director, Town Manger and Director of Human Resources have agreed that CMERS is not the right choice for the Town.

Two suggested alternatives to joining CMERS are: creating an alternative (second tier) to the Town's existing defined benefit plan, or increasing the employer match in the existing defined contribution plan (for example increasing the current 2-to-1 match to a 3-to-1 match).

Mayor Kaczynski thanked Mr. Delaney for his informative presentation but added the Council would like to see what better options there may be for the officers and the Town.

Chief Klett added that since 2013, 11 officers left the Town of Berlin. Exit interviews show that nine of the 11 left because of the defined contribution pension plan. The Chief reminded the Council that there is also a cost for hiring and training new officers who then leave after a short period to take a job with another town with a better pension plan. The total training cost alone for those 11 officers who left was about \$530,000. There is an agreement they sign that states they must reimburse the Town for any portion of that cost if they leave Berlin before two years. There is also a Statute that the town that takes them must also reimburse the town they came from. Except for Rocky Hill, Berlin is surrounded by towns with defined benefit plans.

Councilor Rosso asked for a breakdown of towns that are in CMERS vs. towns that have developed their own plans. Also requested was a cost analysis that breaks down the different options available; CMERS, a town-designed defined benefit plan, and increasing the current match rate.

Councilor Veach agreed that an analysis that breaks down the different options that are available would be helpful as we need to do good by the police.

Councilor Paonessa questioned if a higher pay rate for officers is a tradeoff for a defined benefit plan is to avoid future debt to the Town. Finance Director Delaney stated that he didn't think Berlin would be able to get into the practice of outbidding larger towns. He also noted that when the Town met with the CMERS committee it was discussed that a advantage to a defined benefit plan is that many officers retire around their mid-fifties to shift to a less demanding job and that type of plan will give them a reliable income.

NO ACTION NEEDED

12. **Topic re: Authorize the Town Attorney and Town Assessor to prepare, execute and file a stipulated judgment in the Rocky River Realty Company real estate tax appeal on the terms discussed in executive session on 9/1/2020 on behalf of the Town of Berlin in New Britain Superior Court as this is in the best interest of the Town and approve the transfer of \$385,000 from the Issue of June 2020 account to the Tax Refunds account, both in the General Fund, effective April 1, 2021, pending approval by the Board of Finance. – Finance**

Town Manager Jayawickrema introduced this agenda item by stating that this is being brought

back to the Council after discussion at a previous meeting.

Mayor Kaczynski recommends taking the Town Attorney's advice to avoid court and settle. The other Councilors agreed.

Councilor Luddy moved to authorize the Town Attorney and Town Assessor to prepare, execute and file a stipulated judgment in the Rocky River Realty Company real estate tax appeal on the terms discussed in executive session on 9/1/2020 on behalf of the Town of Berlin in New Britain Superior Court as this is in the best interest of the Town and approve the transfer of \$385,000 from the Issue of June 2020 account to the Tax Refunds account, both in the General Fund, effective April 1, 2021, pending approval by the Board of Finance..

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

13. Topic re: Discuss June 2021 Bond Plan Recommendation. – Finance

Finance Director Delaney stated that at this point this is just a general discussion to determine what the Town has an interest in as far as capital projects and acquiring capital equipment in the next fiscal year, and therefore what the Town wants to bond if anything. The aim is to have a Capital plan and Bond plan in place by November, at which time specific requests will be brought to Council.

A recommended bond plan along with two alternatives were presented to the Council and will be presented at the next Board of Finance meeting. See attached presentation.

Given the local and state economic uncertainty, and with the number and cost of projects in progress or funded but not started, the recommendation is for Berlin to not issue any General Obligation bonds in calendar year 2021.

NO ACTION NEEDED

H. TOWN MANAGER'S REPORT:

- Debris pickup from the August storm should be completed by the end of this week.
- Fish issue at Paper Goods Pond – evasive plants had increased in the pond over the summer due to a lack of rain. The Town worked with Connecticut Pond Services who received approval from the State DEEP regarding what to apply to the pond. Connecticut Pond used only 1/3 of what they were allowed to apply yet there have been a large number of dead fish seen in the pond. The DEEP has been in contact with Parks and Grounds Supervisor Steve Wood, and their speculation is that the application caused a lack of oxygen causing the fish to die. Autopsies will be performed to determine the cause.

Mr. Wood stated that complaints were received in the Fall of 2019 from residents on the north side regarding a smell and water chestnuts spreading toward the shore. The water

chestnut, as well as other invasive plants, causes a number of issues in ponds, so Connecticut Pond Services was contacted, and their suggestion was to treat a small portion of the pond with an herbicide. The DEEP as well as other vendors were contacted for suggestions.

In May of 2020 Connecticut Pond applied for a permit from the DEEP. On September 3, 2020 they treated just west of the boat launch on the north side of the pond, approximately $\frac{1}{4}$ of the pond. The chemical used starves the plant of oxygen causing it to die, and it may have reduced the amount of oxygen in the pond. On approximately September 9th or 10th it began to rain causing the fish to rise to the surface. They swam through the air pocket and suffocated.

It is believed it was an unfortunate combination of events, warmer weather and rain, that caused the fish to die off.

There was conversation concerning if adequate signage was posted regarding the application of herbicide. Mayor Kaczynski suggested a letter be sent out to residents bordering the pond explaining the situation. Information will also be posted on Facebook and the Town website.

- A Flu Clinic will be held at the Senior Center on October 6th from 2 to 6pm & October 7th from 9 a.m. to 1 p.m. It will be a drive-thru event.
- Several ribbon cuttings are scheduled over the next months for businesses opening in town.

I. SPECIAL COMMITTEE REPORTS:

None

J. COUNCILORS' COMMUNICATION:

Councilor Paonessa questioned filling the Town Treasurer's position. Finance Director Delaney explained that Nancy Lockwood retired today after 31 years with the Town of Berlin. A new position has been created in the White-Collar Union that is more clerical in nature to handle some of the functions the Treasurer had been doing, while other functions will move to the Finance Director and Assistant Finance Director.

Councilor Angelico-Stetson gave a shout-out to Economic Development Director Chris Edge for all the work he has done promoting the Town of Berlin.

Mayor Kaczynski stated that a local organization is looking to raise funds by selling flags that will be displayed at the park near Stop and Shop around Veteran's Day. The Mayor is going to ask them to reach out to the Town Manager.

Mayor Kaczynski also addressed comments made on social media that stated he and Councilor Veach did not support the softball field renovation. He stated that the renovation was supported by the entire Town Council.

K. ACCEPTANCE OF MINUTES:

September 1, 2020	Special Meeting
September 1, 2020	Regular Meeting

Councilor Luddy moved to accept the September 1, 2020 Special Town Council Minutes.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Luddy, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Abstained: Councilor Paonessa

Vote being 6-0-1 (MOTION CARRIED)

Councilor Luddy moved to accept the September 1, 2020 Regular Town Council Minutes.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Luddy, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Abstained: Councilor Paonessa

Vote being 6-0-1 (MOTION CARRIED)

L. EXECUTIVE SESSION:

1. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee – Police Chief

Councilor Luddy moved to go into Executive Session: Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee – Police Chief at 9:21 p.m. Invited in: Town Manager Jayawickrema, Corporation Counsel Donofrio, Finance Director Delaney, Human Resources Director Parsons.

Seconded by Councilor Paonessa.

Vote being 7-0. (MOTION CARRIED)

Executive Session ended at 9:50 p.m.

M. ADJOURNMENT

Councilor Luddy moved to adjourn at 9:50 p.m.

Seconded by Councilor Paonessa.

Vote being 7-0. (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting

