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Meeting number (access code): 132 100 3900  
Meeting password: Council (2686245 from phones and video systems)

TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, March 16, 2021  
Remote Meeting  
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: Accept monetary donations totaling \$1,103.56 for the Berlin Peck Memorial Library and deposit \$50.00 into the library agency account to be used to purchase books in memory of Morgan Seelye and deposit \$960.22 in the friends of the library miscellaneous account to be used for programs, supplies and two museum pass renewals and deposit \$93.34 into the friends of the library credit card account to pay for children's program supplies and move to accept the donation of DVDs and books with an estimated value of \$256.88 to be added to the appropriate department collections.  
– Berlin-Peck Memorial Library
2. Topic re: Accept the donations of \$75.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department

#### G. NEW BUSINESS:

1. Topic re: Presentation on the 2021-2022 Mattabassett Sewer District Budget – Mattabassett District
2. Topic re: Approve the request by the Berlin High School Riding Redcoats Cycling Club and the Connecticut Cycling Advancement to approve a Bike Race to take place at the Hatchery Brook Conservation Area on June 6, 2021, with the conditions that the applicants work with the Conservation Commission to assure that the trails are in a condition to accommodate a bike race and that the trails will be fully restored after the race; COVID-19 protocols will be followed; noticing given to surrounding properties, as described; traffic management be coordinated with the Police Department and the associated fee waiver for the police services provided for the event, this is in the best interest of the town. – Planning and Zoning
3. Topic re: Authorize the Town Manager to waive the bidding requirements, and award Lenard Engineering the contract to design a new ductile iron pipe to replace an older concrete pipe for an amount not to exceed \$107,000.00, as this is in the best interest of the Town. – Water Control
4. Topic re: Transfer \$240,866.65, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts. - Finance
5. Topic re: Authorize the Town Manager to retain the services of Joseph Fasi, LLC to prepare bond authorization documents for lighting upgrades, and authorize the Town Manager to schedule and advertise for a Public Hearing to be held April 6, 2021 at 7:00 p.m. on an ordinance entitled “An Ordinance appropriating \$1,500,000 for lighting upgrades (2021), and authorizing the issue of \$1,500,000 bonds to the Town to meet said appropriation and pending the issuance thereof, the making of temporary borrowings for such purpose”. – Finance
6. Topic re: Authorized the Town Manager to apply for an AARP Community Challenge Grant in the amount of \$75,000 to create a recreation and fitness trail at Pistol Creek that will be accessible to people of a range of ages and abilities and to provide a \$7,500 match from the Playground Equipment account if the grant is awarded. – Parks and Recreation/Public Grounds/Economic Development
7. Topic re: Authorize the Town Manager to apply for Connecticut Department of Economic and Community Development Brownfields assessment grants in order to advance the investigation of the environmental condition of the Connecticut Sand & Stone and Christian Lane properties. – Economic Development

#### H. APPOINTMENTS:

1. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2023. Can only be filled with an R or U.
2. **Cemetery Committee – Alternate – Vacancy** -Term would be until January 31, 2027. Can be filled with a D, R or U.

3. **Housing Authority** – Michele Yarincik (R) term expires on March 31, 2021. Reappointment or replacement term would be until March 31, 2026. Can be filled with A D, R or U.
4. **Inland Wetlands & Water Courses Commission – Alternate – Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
5. **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.
6. **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.
7. **Public Building Commission – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R or U.
8. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
9. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
10. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
11. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
12. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
13. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
14. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
15. **Water Control Commission – Alternate – Vacancy** -New term would be until January 31, 2026. Can only be filled with a D or U.
16. **Youth Services Advisory Board – Service Consumer- Vacancy** – New term would be until January 31, 2024.

I. TOWN MANAGER’S REPORT:

J. SPECIAL COMMITTEE REPORTS:

K. COUNCILORS' COMMUNICATION:

L. ACCEPTANCE OF MINUTES:

March 2, 2021

M. EXECUTIVE SESSION:

1. Executive Session: Executive Session pursuant to C.G.S. Section 1-200(6)(B) to discuss negotiations concerning pending litigation: Sunnova Tep, Helios Issuer, Tesla Energy and Vivint Solar tax appeal litigation.

N. CONTINUE NEW BUSINESS:

8. Topic re: Consideration and possible action with respect to proposed residential solar personal property tax appeal settlements in the Sunnova, Helios, Tesla Energy and Vivint Solar tax appeal litigation. – Corporation Counsel

O. ADJOURNMENT

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** March 8, 2021

**SUBJECT:** Accept Library Donations

**SUMMARY:**

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	50.00	Lib. Agency Acct.	in memory of Morgan Seelye	Esther S. Veley
	960.22	FOL Misc. Acct	programs, supplies, and two museum pass renewals	Friends of the Library
	93.34	FOL Credit Card Acct	children's program supplies	Friends of the Library
	1,103.56			
Equip/Merch	206.91	DVD	add to collection	Various
	49.97	Books	add to collection	Various
	256.88			

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

**ACTION NEEDED:**

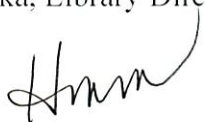
Move to accept monetary donations totaling \$1,103.56 for the Berlin Peck Memorial Library and deposit \$50.00 into the library agency account to be used to purchase books in memory of Morgan Seelye and deposit \$960.22 in the friends of the library miscellaneous account to be used for programs, supplies and two museum pass renewals and deposit \$93.34 into the friends of the library credit card account to pay for children's program supplies and move to accept the donation of DVDs and books with an estimated value of \$256.88 to be added to the appropriate department collections.

**ATTACHMENTS:**

None

**PREPARED BY:**

Helen Malinka, Library Director



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

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** March 9, 2021

**SUBJECT:** Donation for supplies.

**Summary of Agenda Item:**

The Police Department has received \$75.00 in donations for supplies.

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

**Action Needed:**

Move to accept the donations of \$75.00 and appropriate the funds to the Supplies 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:** March 8, 2021

**SUBJECT:** The 2021-2022 Mattabassett Sewer District Budget

**Summary of Agenda Item:**

The Chairman of the Board and the Executive Director would like to present to the Town Council the 2021-2022 Mattabassett Sewer District Budget. The annual budget has been approved by the Board of Directors for fiscal year 2022, which reflects a 3.7% increase over the previous fiscal year. Although we have a significant increase in the operating budget, we were able to reduce capital expenditures by classifying differently to keep Berlin's net assessment at a 6.2% increase. This increase is mostly due to a credit reduction this year was accelerated for four years prior to Middletown connecting. The assessment increase would have been only 2% if the credit was the same as last year.

The addition of Middletown to the District has reflected positively on the Charter Member Towns due to a "buy-in" fee translated as credits to their assessments. This year, Berlin realized a credit of \$187,779 directly related from Middletown's addition.

Berlin has benefited from the infiltration/inflow work performed in the past and should continue to pursue this construction work in the future as their 5 year average flow has dropped from 18.76% to 15.03% of all the District's flows since 2012. This is also due to Middletown fully connecting to the District in December 2019.

**Action Needed:**

Discussion Only

**Attachments:**

- 1) Budget Sheets and Assessments
- 2) Budget Comparison

**Prepared By:**

**Arthur G. Simonian, P.E.**  
**Mattabassett District Executive Director**

## ASSESSMENTS SUMMARY - FY 2021-2022

	Assessment	Income Credits	Net Assess	Fund Adjust	Net Net Assmt
New Britain (less Farmington):	\$7,476,327.	\$1,127,442.	\$6,348,884.	(\$0.10)	6348884.56
Berlin:	\$2,410,256.	\$331,876.	\$2,078,380.	(\$0.10)	2078380.41
Cromwell:	\$1,107,861.	\$143,160.	\$964,701.	(\$0.10)	964700.81
Middletown:	\$4,615,001.	\$246,342.	\$4,368,659.	(\$0.10)	4368658.66
M.D.C.:	\$679,116.	\$0.	\$679,116.	(\$0.10)	679116.00
Farmington:	\$10,623.	\$0.	\$10,623.		10623.48
Subtotal:	\$16,299,184.	\$1,848,820.	\$14,450,363.		14450363.93
Interest Income	\$0.	\$30,000.	\$30,000.		30000.00
Septage	\$0.	\$150,000.	\$150,000.		150000.00
Sludge Management:	\$100,000.	\$800,000.	\$800,000.		800000.00
Reserve Fund Transfer for Ops Budget	\$250,000.	\$983,820.	\$250,000.		250000.00
\$13 Res Fund Trans NB, B, C, Credit			\$983,820.		983820.47
Miscellaneous Income:	\$50,000.		\$50,000.		50000.00
<b>Total Operations Budget:</b>	<b>\$16,699,184.</b>	<b>\$1,963,820.</b>	<b>\$16,714,184.</b>		<b>\$16,714,184.40</b>
Warning Revenue Exceeds Budget by \$0.50041439756751					
Total Ops & Nitrogen Cap Budget:	\$16,699,184.		\$16,714,184.		\$16,714,184.
<b>PARTICIPANT</b>					
New Britain (less Farmington): Total:		FY 2020-2021	FY 2021-2022	CHANGE	
Operations (net minus debt & Cap)		\$5,900,712.	\$6,348,885.	7.60%	\$448,173.
Debt		\$3,931,673.	\$4,163,893.	5.91%	\$232,220.
		\$1,095,080.	\$1,397,719.	27.64%	\$302,639.
Capital Gen & Admin		\$873,959.	\$787,273.	-9.92%	(\$86,686.)
Capital Nitrogen		\$0.	\$0.		\$0.
Berlin:		\$1,957,453.	\$2,078,380.	6.18%	\$120,927.
Operations (net minus debt & Cap)		\$1,171,571.	\$1,255,023.	7.12%	\$83,452.
Debt		\$479,230.	\$547,121.	14.17%	\$67,891.
Capital Gen & Admin		\$306,652.	\$276,236.	-9.92%	(\$30,416.)
Capital Nitrogen		\$0.	\$0.		\$0.
Cromwell:		\$898,887.	\$964,701.	7.32%	\$65,814.
Operations (net minus debt & Cap)		\$437,444.	\$457,312.	4.54%	\$19,868.
Debt		\$277,451.	\$341,647.	23.14%	\$64,196.
Capital Gen & Admin		\$183,991.	\$165,742.	-9.92%	(\$18,249.)
Capital Nitrogen		\$0.	\$0.		\$0.
Middletown:		\$4,335,752.	\$4,368,659.	0.76%	\$32,907.
Operations (net minus debt & Cap)		\$2,098,823.	\$2,224,525.	5.90%	\$125,702.
Debt		\$1,642,661.	\$1,616,781.	-1.58%	(\$25,880.)
Capital Gen & Admin		\$594,268.	\$527,353.	-11.26%	(\$66,915.)
Capital Nitrogen		\$0.	\$0.		\$0.
MDC:		\$654,259.	\$679,116.	3.80%	\$24,857.
Operations (net minus debt & Cap)		\$317,198.	\$355,552.	12.09%	\$38,354.
Debt		\$238,932.	\$235,168.	-1.58%	(\$3,764.)
Capital Gen & Admin		\$98,129.	\$88,396.	-9.92%	(\$9,733.)
Capital Nitrogen		\$0.	\$0.		\$0.
Farmington:		\$10,239.	\$10,623.	3.75%	\$384.
Sub Total					

Increase is mostly due to credit for NB, B  
Cromwell being reduced this year. Credit  
was increased for 4 years Not a reflection fo  
budget increase.

-9.92%

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budget increase.

-9.92%

-11.26%

-9.92%



# Fiscal Year 2021-2022 Flow Development Work Sheet and Other Income -

## Notes

- 1 This spreadsheet is based on the FY2020 2021 Budget spreadsheet.
- 2 The same formulas have been used as in the previous budget preparation process.
- 3 Assumptions include: 2% Contract Salary increase plus steps, merit increase, 11% Medical costs increase over Current Costs, 17% MERF Contrib from Mattabassett, currently 14.23%, Electricity increase 3% over costs
- 4 Sludge/Septage Income \$775,000  
Interest Income Projected \$60,000 - Actual FY19 is 61K W/OUT NB, B, C Reserve Interest.  
Misc Income \$75,000  
Excess Income Transfer \$0.00 - Need to buildup Reserves and CNR Accounts for future projects and emergencies.  
Reserve fund transfer \$0.00 already used funds in previous FY's to reduce debt service

5 Overall Budget Increase = 3.73% over FY21's budget  
6 Excluding Capital & Electricity the FY21 budget increased = 5.62% over FY21's budget  
7 UPDATED WITH 12.31.2020 FLOW Data

The Following Input has been derived from the Flow Worksheet:

Municipality	2018 Flows				2019 Flows			
	Total	Average	% Const	% Tot Flow	Total	Average	% Const	% Tot Flow
New Britain (incl Farm)	4459.24	12.24	54.20%	52.12%	4053.14	11.10	51.79%	49.56%
Berlin	1312.06	3.59	15.91%	15.30%	1318.83	3.61	16.85%	16.26%
Cromwell	439.94	1.21	5.34%	5.13%	409.93	1.12	5.24%	5.05%
Middletown W/W/WTP	2024.26	5.55	24.55%	23.61%	2044.60	5.60	26.12%	25.20%
MDC	328.63	0.90	N/A	3.83%	285.48	0.78	N/A	3.52%
Farmington (Not in Tot)	4.60	0.01	N/A	0.05%	4.60	N/A	N/A	0.06%
Total	8574.14	23.49	100.00%	100.00%	8111.99	22.22	100.00%	100.00%

	2020 Flows				Reserved Allocation 1986				Peak Flow	Peak Through Secondary
	Total	Average	% Const	% Tot Flow	Flow	% of Const	% of Total			
	3656.06	10.02	49.79%	47.88%	12.60	70.39%	57.27%		45.82	20.04
NB	1223.20	3.35	16.66%	16.02%	3.30	18.44%	15.00%		12.00	5.25
Berlin	372.38	1.02	5.07%	4.88%	2.00	11.17%	9.09%		7.27	3.18
Crom	2091.14	5.73	28.48%	27.39%	2.50	N/A	11.37%		9.10	3.98
MIDDLE	292.58	0.80	N/A	3.83%	1.60	N/A	7.27%		5.82	2.54
MDC	4.60	N/A	N/A	N/A	N/A	N/A	N/A		80.00	35.00

Municipality	2014-2018 Average Flows				2015-2019 Average Flows			
	Total	Average	% Const	% Tot Flow	Total	Average	% Const	% Tot Flow
New Britain (incl Farm)	3643.50	9.98	52.01%	50.17%	3682.88	10.09	51.89%	50.02%
Berlin	1037.17	2.84	14.80%	14.28%	1087.45	3.01	15.48%	14.90%
Cromwell	391.83	1.07	5.59%	5.40%	383.61	1.08	5.55%	5.35%
Middletown W/W/WTP	1933.28	5.30	27.60%	26.62%	1923.19	5.27	27.10%	26.12%
MDC	296.82	0.70	N/A	3.54%	266.13	0.73	N/A	3.61%
Farmington (Not in Tot)	4.60	0.01	N/A	0.05%	4.60	0.01	N/A	N/A
Total	7262.60	19.90	100.00%	100.00%	7363.26	20.17	100.00%	100.00%

	2016-2020 Average Flows				Reserved Allocation				Primary	Peak Through Secondary
	Total	Average	% Const	% Tot Flow	Flow	% of Const	% of Total			
	3753.21	10.28	51.77%	49.82%	14.25	42.86%	40.89%		45.82	22.49
NB	1132.28	3.10	15.62%	15.03%	5.00	15.04%	14.35%		12.00	7.89
Berlin	391.19	1.07	5.40%	5.19%	3.00	9.02%	8.61%		7.27	4.73
Crom	1973.78	5.41	27.22%	26.20%	11.00	33.08%	31.56%		39.10	17.36
MIDDLE	283.82	0.78	N/A	3.77%	1.60	N/A	4.59%		5.82	2.53
MDC	4.60	0.01	N/A	N/A	N/A	N/A	N/A		110	55

For the Assessment Worksheet Provide the following Projections

Estimate of Interest Income for the Budgeted Fiscal Year (Reduced due to COVID and low interest rates)

Estimate of Septage and Grease Income \$30,000

Estimate of Sludge Revenue \$150,000

Estimate of Miscellaneous Income with NITROGEN CREDIT \$800,000

Estimate of Misc, Nitrogen Loan/Bond Income \$50,000

Reserve Fund Transfer for Operations Expenses (Misc. Eversource Electricity Lower, Gas, Chemicals) \$0

Reserve Fund Transfer to reduce burden of First yr Construction Loan payment \$250,000

\$13,000,000 Res Fund Transfer for NB, B, C 2015-2016 Start, Aml. Reduced each Yr \$983,820.47

New Britain \$696,748

Berlin \$187,779

Cromwell \$39,293

\$396,654 -\$239,906

\$257,938 -\$70,159

\$164,792 -\$65,699

# Budget Comparison

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Average Annual Increase 2017-2022</u>
<b>Total Budget</b>	\$ 65,221,361	\$ 29,436,053	\$ 25,366,432	\$ 14,465,444	\$ 15,416,086	\$ 14,909,946	\$ 16,165,222	\$ 16,113,196	\$ 16,714,184	3.20%
<b>New Britain</b>	\$ 4,145,937	\$ 4,937,139	\$ 5,137,548	\$ 5,770,140	\$ 5,794,805	\$ 5,841,083	\$ 6,123,969	\$ 5,900,712	\$ 6,348,885	2%
<b>Berlin</b>	\$ 1,252,920	\$ 1,551,037	\$ 1,704,358	\$ 1,860,803	\$ 1,862,451	\$ 1,884,167	\$ 1,960,833	\$ 1,957,453	\$ 2,078,380	2.30%
<b>Cromwell</b>	\$ 501,898	\$ 663,429	\$ 797,747	\$ 917,890	\$ 888,309	\$ 885,555	\$ 910,862	\$ 898,887	\$ 964,701	1%
<b>Middletown</b>	\$ 971,816	\$ 1,551,998	\$ 2,327,238	\$ 2,759,965	\$ 2,774,914	\$ 2,832,985	\$ 2,912,744	\$ 4,335,752	\$ 4,368,659	12%
<b>MDC</b>	\$ 273,312	\$ 375,634	\$ 427,543	\$ 508,346	\$ 618,113	\$ 636,686	\$ 667,881	\$ 654,259	\$ 679,116	6.70%
	56 million of budget from Nitrogen Upgrade	21 million of budget from Nitrogen Upgrade & set aside	12.5 million from reserves & Bond/loan income							
<b>Notes</b>										

**THE MATTABASSETT DISTRICT**  
**FY 21-22 BUDGET**  
**Finance Committee - 1/12/2021**

<u>ACCOUNT</u>	<u>FY 20-21 BUDGET</u>	<u>FY 21-22 BUDGET</u>	<u>CHANGE</u>	<u>NOTES</u>
51000 Liability Insurance	\$135,500.	\$142,600.	5.24%	Increase due to salaries and escalation
52100 Engineering Services	\$166,000.	\$166,000.	0.00%	
52200 Legal	\$82,000.	\$87,000.	6.10%	Increase with contracts, license agreements,
52300 Accounting	\$22,000.	\$24,000.	9.09%	
52400 Training, Conf & Meetings	\$49,500.	\$49,500.	0.00%	Training, Prof. Development, CEU's, Education Reimb
52500 Board Meetings	\$27,250.	\$27,250.	0.00%	
53000 Business Services	\$145,000.	\$148,000.	2.07%	
53510 Permit Fees	\$24,500.	\$25,500.	4.08%	
53550 Nitrogen Credits Purchase	\$0.	\$0.		
54000 Office Supplies	\$17,000.	\$15,000.	-11.76%	
54500 Miscellaneous	\$15,000.	\$15,000.	0.00%	
56000 Salaries	\$3,025,334.	\$3,139,112.	3.76%	Step Increases, contract negotiations\
56600 Overtime & Meal Allowances	\$96,309.	\$99,818.	3.64%	
56700 Shift Differential	\$43,206.	\$43,206.	0.00%	
57100 Worker's Compensation Insur.	\$70,000.	\$65,000.	-7.14%	
57200 Employee Health Insurance	\$654,915.	\$613,624.	-6.30%	Project increase in cost, however more opt outs and higher contribution to 11%
57400 Unemployment Compensation	\$8,000.	\$8,000.	0.00%	
58000 Retirement Benefits	\$586,414.	\$673,697.	14.88%	Budgeted 19% contribution due to Public Act
59000 Uniforms, Shoes, Physicals, EAP	\$38,520.	\$35,620.	-7.53%	
61100 Operations Supplies	\$33,000.	\$33,000.	0.00%	
61150 Cleaning Supplies	\$18,000.	\$25,000.	38.89%	
61200 Chemicals	\$379,500.	\$417,500.	10.01%	8% increase due to Eversource Distr. Cost and Energy PERFORMANCE CONTRACT
61300 Electricity	\$1,900,000.	\$2,030,000.	6.84%	
61400 Fuel: Natural Gas & Fuel Oil	\$147,000.	\$152,000.	3.40%	Fuel for Generator during Demand Response, natural gas increase
61500 Potable Water	\$55,000.	\$60,000.	9.09%	
61600 Gasoline & Diesel Fuel	\$8,500.	\$7,000.	-17.65%	
61700 Disposal - Sludge, Grit, Rags	\$32,500.	\$31,500.	-3.08%	
61800 Ash Handling	\$110,000.	\$110,000.		
61810 OUTFALL Cleaning and Jetting		\$30,000.		
61815 Odor Control Acid Cleaning (2/Yr)		\$22,000.		
61820 Odor Control CARBON CHANGEOUT		\$100,000.		
61825 Sludge Storage Tank Cleaning (1/Yr)		\$15,000.		

<u>ACCOUNT</u>	<u>FY 20-21 BUDGET</u>	<u>FY 21-22 BUDGET</u>	<u>CHANGE</u>	<u>NOTES</u>
61830 IDI Carbon Change 1/ Yr		\$60,000.		
62100 Plant Maintenance Supplies	\$236,500.	\$291,500.	23.26%	Increase Preventative Maint and less on Capital Expense
62200 Lubricants	\$30,000.	\$35,000.	16.67%	Increase due to maintenance and escalation
62300 Plant Maintenance Services	\$127,000.	\$339,000.	166.93%	Increase Preventative Maint and less on Capital Expense
62400 Building & Grounds	\$267,500.	\$309,500.	15.70%	Increase Preventative Maint and less on Capital Expense
63100 Laboratory Supplies	\$36,000.	\$36,000.	0.00%	
63200 Laboratory Services	\$30,000.	\$30,000.	0.00%	
69000 Contingency	<u>\$120,000.</u>	<u>\$120,000.</u>	<u>0.00%</u>	
<b>Total Ops Budget</b>	<b>\$8,736,948.</b>	<b>\$9,631,927.</b>	<b>10.24%</b>	
64000 Bonded Debt Payment	\$5,204,248.	\$5,122,257.	-1.58%	
<b>Total Ops &amp; Debt Budget</b>	<b>\$13,941,196.</b>	<b>\$14,754,184.</b>	<b>5.83%</b>	
71000 Capital Gen & Plant	\$2,007,000.	\$1,795,000.	-10.56%	Increased Capital Projects and Reserves See CIP List
71030 Capital Nitrogen	<u>\$50,000.</u>	<u>\$50,000.</u>	<u>0.00%</u>	
<b>Total Ops &amp; Cap Budgets</b>	<b>\$15,998,196.</b>	<b>\$16,599,184.</b>	<b>3.76%</b>	
73000 Nitrogen Upgrade & CA/OPM	\$0.	\$0.		Project closed
84000 Legislative Payment Cromwell	<u>\$100,000.</u>	<u>\$100,000.</u>	0.00%	
91000 CREDITS TO TOWNS	<u>\$15,000.</u>	<u>\$15,000.</u>		
<b>Total Budget</b>	<b>\$16,113,196.</b>	<b>\$16,714,184.</b>	<b>3.73%</b>	
<b>TOTAL Budget W/OUT Capital or Electricity</b>	<b>\$12,156,196.</b>	<b>\$12,839,184.</b>	<b>5.62%</b>	<b>\$682,988.</b>

Fiscal Year	New Britain			Year	Berlin			Cromwell			Total
	OLD Credit	NEW CREDIT	INTEREST CREDIT		Balance (w/OUT Int.)	NEW CREDIT	INTEREST CREDIT	Balance (w/OUT Int.)	NEW CREDIT	INTEREST CREDIT	
2014-2015	\$0	\$0	\$124,969	0	\$6,755,533	\$256,416	\$32,520	\$65,507	\$154,194	\$19,709	\$9,597,646
2015-2016	\$176,000	\$735,000	\$105,572	1	\$5,806,832	\$280,254	\$32,520	\$83,470	\$150,157	\$17,867	\$8,240,055
2016-2017	\$701,842	\$701,842	\$141,524	2	\$5,095,403	\$200,368	\$27,006	\$70,595	\$148,083	\$16,916	\$6,539,839
2017-2018	\$673,185	\$977,357	\$134,969	3	\$4,336,849	\$151,587	\$30,152	\$77,358	\$77,358	\$21,535	\$5,482,495
2018-2019	\$644,529	\$948,701	\$105,572	4	\$3,436,849	\$142,005	\$142,005	\$75,321	\$75,321	\$75,321	\$4,134,307
2019-2020	\$615,872	\$920,044	\$105,572	5	\$2,436,849	\$134,222	\$134,222	\$73,284	\$73,284	\$73,284	\$3,425,614
2020-2021	\$587,216	\$891,388	\$141,524	6	\$1,436,849	\$125,539	\$125,539	\$71,247	\$71,247	\$71,247	\$2,765,238
2021-2022	\$568,559	\$868,559	\$138,189	7	\$936,849	\$116,867	\$116,867	\$69,210	\$69,210	\$69,210	\$2,126,238
2022-2023	\$529,603	\$829,603	\$138,189	8	\$436,849	\$108,174	\$108,174	\$67,173	\$67,173	\$67,173	\$1,535,614
2023-2024	\$501,246	\$801,246	\$138,189	9	\$336,849	\$99,452	\$99,452	\$65,136	\$65,136	\$65,136	\$994,387
2024-2025	\$472,590	\$772,590	\$138,189	10	\$236,849	\$90,739	\$90,739	\$63,098	\$63,098	\$63,098	\$472,486
2025-2026	\$443,933	\$743,933	\$138,189	11	\$136,849	\$82,026	\$82,026	\$61,061	\$61,061	\$61,061	\$0
2026-2027	\$415,277	\$715,277	\$138,189	12	\$36,849	\$73,313	\$73,313	\$59,024	\$59,024	\$59,024	\$0
2027-2028	\$386,620	\$686,620	\$138,189	13	\$36,849	\$64,600	\$64,600	\$56,987	\$56,987	\$56,987	\$0
2028-2029	\$357,964	\$657,964	\$138,189	14	\$36,849	\$55,887	\$55,887	\$54,860	\$54,860	\$54,860	\$0
2029-2030	\$329,307	\$629,307	\$138,189	15	\$36,849	\$47,174	\$47,174	\$52,813	\$52,813	\$52,813	\$0
2030-2031	\$300,651	\$600,651	\$138,189	16	\$36,849	\$38,461	\$38,461	\$50,776	\$50,776	\$50,776	\$0
2031-2032	\$272,000	\$572,000	\$138,189	17	\$36,849	\$29,748	\$29,748	\$48,739	\$48,739	\$48,739	\$0
2032-2033	\$243,348	\$543,348	\$138,189	18	\$36,849	\$21,035	\$21,035	\$46,702	\$46,702	\$46,702	\$0
2033-2034	\$214,696	\$514,696	\$138,189	19	\$36,849	\$12,322	\$12,322	\$44,665	\$44,665	\$44,665	\$0
2034-2035	\$186,044	\$486,044	\$138,189	20	\$36,849	\$3,609	\$3,609	\$42,628	\$42,628	\$42,628	\$0
TOTAL	\$9,159,732	\$9,159,732	\$1,610,454		\$0	\$2,425,281	\$131,696	\$1,404,967	\$1,404,967	\$81,025	\$1,486,011
	70.54%		18.66%					10.81%			

REDUCTION \$28,656.53

Increase Years 2018, 2019, 2020, 2021, until Middletown Flows.  
Remove Years 2031 to 2035 and allocate equally into years 2018-2021

Amount Added to FY18 to FY21 for NB, Berlin, Cromwell \$304,172

Calculate Interest ACCUMULATED IN NB, BERLIN, CROMWELL RESERVE

\$70,099

\$68,687

BALANCE 6.30XX		BEGINNING BALANCE (2013)		DISTRIBUTIONS (FY16, FY17, FY18, FY19, FY20)		Principal Balance without Interest		Interest for Distribution		4 YEARS of Interest 2013 to 2018	
\$11,162,013	Jun-17	\$13,000,000	Jun-17	\$2,014,386	FY201	\$10,985,614	FY201	\$176,399	FY201	FY18 INTEREST Dislr in FY2020	
\$9,925,446	Jun-18	\$13,000,000	Jun-18	\$3,225,955	FY202	\$9,774,659	FY202	\$151,400.25	FY202	FY19 INTEREST Dislr in FY2021	
\$8,601,509	Jun-19	\$13,000,000	Jun-19	\$4,599,545	FY203	\$8,400,455	FY203	\$201,054.58	FY203	FY20 INTEREST Dislr in FY2022	
\$7,337,209	Jun-20	\$13,000,000	Jun-20	\$5,859,106	FY204	\$7,140,894	FY204	\$196,315.59	FY204	FY21 INTEREST Dislr in FY2023	
	Jun-21	\$13,000,000	Jun-21	\$7,133,664	FY205	\$5,866,316	FY205	\$5,866,316.75	FY205	FY22 INTEREST Dislr in FY2024	
	Jun-22	\$13,000,000	Jun-22	\$8,117,505	FY206	\$4,882,495	FY206	\$4,882,495.28	FY206	FY23 INTEREST Dislr in FY2025	
	Jun-23	\$13,000,000	Jun-23	\$8,865,633	FY207	\$4,134,367	FY207	\$4,134,366.62	FY207	FY24 INTEREST Dislr in FY2026	
	Jun-24	\$13,000,000	Jun-24	\$9,574,386	FY208	\$3,425,614	FY208	\$3,425,614.19	FY208	FY25 INTEREST Dislr in FY2027	
	Jun-25	\$13,000,000	Jun-25	\$10,243,762	FY209	\$2,756,238	FY209	\$2,756,237.58	FY209	FY26 INTEREST Dislr in FY2028	
	Jun-26	\$13,000,000	Jun-26	\$10,873,762	FY210	\$2,126,238	FY210	\$2,126,238.00	FY210	FY27 INTEREST Dislr in FY2029	
	Jun-27	\$13,000,000	Jun-27	\$11,464,386	FY211	\$1,535,614	FY211	\$1,535,614.24	FY211		

**FIVE YEAR CAPITAL PLAN  
DEPARTMENT REQUESTS  
January 12, 2021**

**Priority Ratings:**

1. Essential for the operation of the facility
2. Required by State and Federal regulations.
3. Required to lower impact to community.
4. Funded by Nitrogen Project.
5. Enhance or make more efficient provision of current level of service.
6. Funded by energy performance contract.
7. Funded from CNR.

DEPT. #	19/20 Priority	2021/22 DEPT. REQUESTS	2022/23 PLAN	2023/24 PLAN	2024/25 PLAN	2025/26 PLAN	TOTAL REQUEST
<b>01</b>							
<b>LABORATORY</b>							
	1,2						\$0
Nutrient Analyzer Partial (2 of 2)	1,2						\$0
Distilled Water System	1,2						\$0
Refrigerator LAB Samples/Blanks	1,2						\$0
Muffle Furnace Volatiles	1,2						\$0
Balance- Top Loading 25 Yrs Old	1,2						\$0
Atomic Analyzer	2,1						\$0
Dishwasher		\$0	\$0	\$0	\$0	\$0	\$0
<b>02</b>							
<b>MAINTENANCE</b>							
Plant DUMP TRUCK with Plow	1	45,000					\$0
Plant CANYON PICKUP TRUCK	1						\$0
New HOLLAND TRACTOR REPL.	1	25,000					\$0
Gator Tractor	1,5						\$45,000
Diesel Fuel Storage Tank (1000 gal Convault)	5		100,000				\$25,000
Cone Valves Rebuild/Replace (ENERGY PERF. CONTRACT)		75,000	75,000	75,000	75,000	75,000	\$100,000
Raw Sewage Pump Rebuild (total of 6, Include CAPITAL for one Year, for ENERGY PERFORM. CONTRACT)	1,6						\$375,000
Windows Dewatering,	1,6						\$0
Primary Tank Flight Drives	1						\$0
Wood Chipper		25,000					\$0
Brushhog Bobcat	1,5						\$0
Roofing Replacement Various (Ops Locker)	1		75,000				\$75,000
HVAC Ductwork Replacement Various Control Room	1,6	50,000					\$50,000
Watermain Rehab and Improvements	1	250,000	250,000				\$500,000
Generator 52GM Breaker Panel Upgrade		50,000					
		\$520,000	\$500,000	\$75,000	\$75,000	\$75,000	\$1,170,000
<b>03</b>							
<b>OPERATIONS</b>							
IDI Carbon Change (1 per year)	1,2	60,000	60,000	60,000	60,000	60,000	\$300,000
IDI Secondary Heat Exchanger	1,2						\$0
Reline Clay Lagoon (Design)	1,2						\$0
Reline Clay Lagoon (Constr) (DEFER)	1,2						\$0



## LEGAL NOTICE

THE MATTABASSETT DISTRICT

**Budget January 12, 2021**

**Finance Committee Approved 1/12/2021**

Fiscal Year July 1, 2021 to June 30, 2022

### **EXPENDITURES**

Liability Insurance	\$142,600.
Engineering Services	\$166,000.
Legal & Accounting	\$111,000.
Training, Travel, & Meetings	\$49,500.
Office/Bus Services & Supplies	\$205,250.
Permit Fees	\$25,500.
Nitrogen Credits Purchase	\$0.
Salaries	\$3,282,136.
Employee Health Insurance	\$613,624.
Retirement	\$673,697.
Workers Comp Insurance	\$65,000.
Misc Employee Services	\$43,620.
Operations Supplies	\$58,000.
Sludge, Grit, Rags & Ash Disposal	\$141,500.
Outfall, Odor Towers, Incin. Carbon	\$227,000.
Electricity	\$2,030,000.
Natural Gas, Diesel & Gasoline	\$159,000.
Chemicals	\$417,500.
Water	\$60,000.
Bldgs, Grds & Equip Maintenance	\$975,000.
Laboratory	\$66,000.
Contingencies	\$120,000.
<b>Total Operations Budget</b>	<b>\$9,631,927.</b>
Bonded Debt Payment	\$5,122,257.
Capital Outlay Gen & Plant	\$1,795,000.
Capital Nitrogen	\$50,000.
Legislative Payment Cromwell	\$100,000.
CREDITS to TOWNS	\$15,000.
Operations, Debt & Capital Budgets	\$16,714,184.

**Total Budget** **16,714,184**

### **REVENUE**

New Britain	\$6,348,885
Berlin	\$2,078,380
Cromwell	\$964,701
Middletown	\$4,368,659
Metropolitan District Commission	\$679,116
Farmington	\$10,623
Interest Income	\$30,000
Sludge Management	\$950,000
Operating Fund Excess Income	\$250,000
New Britain, Berlin, Cromwell, Credits	\$983,820
Reserve Fund Debt Transfer	\$0
Miscellaneous Income:	\$50,000

**Total Revenue** **\$16,714,184**

Approved by Board of Directors: 2/22/2021

Agenda Item No. 2  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** March 8, 2021  
**SUBJECT:** Request for Bike Race on Town Land

**SUMMARY:**

The Connecticut Cycling Advancement Program (CCAP) is requesting to hold a one-day race on Sunday, June 6, 2021 at the Hatchery Brook Conservation Area. The annual race was held in 2017 and 2018; however, it had to be canceled for 2019 due to rain and 2021 due to the pandemic. In the past, the race was considered a success and the CCAP and the Berlin HS cycling club would like to host the event again. The applicant is also requesting a fee waiver for the police services related to the event.

The race is scheduled for June 6, 2021 with no rain date proposed. The race starts and finishes just off of the Hatchery Brook Conservation Area parking lot on Orchard Road. The race route includes riding near Bicentennial Park without riding on the meadow. The races will run from 8:00 a.m. until 3:00 p.m. Preparation and clean-up will run from about 6:00 a.m. to 5:00 p.m. Parking at the entrance to the race on Orchard Road will be for officials only. The competitors and spectators will be routed to park on Linden Drive and Summit Wood Drive.

The organizers have established protocols for COVID-19 safety for the 2021 race. The protocols were used with DECD's approval for 2020 races that were held in other communities. This year they are expecting approximately 200-250 participants for the day with 75 on site at any one time. Riders will be grouped in waves. Event capacity will be further limited per any State COVID-19 guidelines in effect at the time. There will be a registration fee that benefits the CCAP and Berlin HS cycling club. CCAP and the students will take care of preparing the trails prior to the race, as well as repairing any trails, as needed, after the race.

At its February 9, 2021 meeting, the Conservation Commission provided a recommendation to the Town Council to approve the bike race as described with the conditions that the trail is walked by members of the Commission along with The Bike Team prior to and after the race with the agreement to remediate any damage caused by

the racers and that COVID-19 protocols be used. They further noted that they had been a good partner in the past.

CCAP is a 501 (c) 3 non-profit organization whose mission “is to ensure that Connecticut's youth and their families have access and exposure to an organized state-wide youth cycling league.” CCAP will provide insurance that will be reviewed by the Town risk manager. Brian Wolfe, of CCAP will be in charge of the Certificate of Insurance, registration for the race and race monitors. The Police Department will be consulted by the applicant for final review of the location of the parking and signage.

Similar to previous years, it is the intent to place a police officer on Orchard Road to slow traffic as cyclists came around the corner and to assure the safety of those crossing the street from where they parked on Linden Drive and Summit Wood Drive. Cars are only allowed to park on the right side of Linden Drive and Summit Wood Drive. The Police will place signs on Linden Drive and Summit Wood Drive to designate parking areas and the Bike Team will place notes on the doors of the neighborhood letting residents know of the race and what to expect. CCAP will place two portable toilets in the Hatchery Brook parking lot which will be scheduled to be removed the Monday after the race.

The Town Council will need to approve the event and parking on Town land and add any conditions it deems necessary and to authorize the fee waiver for police services.


**ACTION NEEDED:**

Move to approve the request by the Berlin High School Riding Redcoats Cycling Club and the Connecticut Cycling Advancement to approve a Bike Race to take place at the Hatchery Brook Conservation Area on June 6, 2021, with the conditions that the applicants work with the Conservation Commission to assure that the trails are in a condition to accommodate a bike race and that the trails will be fully restored after the race; COVID-19 protocols will be followed; noticing given to surrounding properties, as described; traffic management be coordinated with the Police Department; and the associated fee waiver for the police services provided for the event, this is in the best interest of the town.

**ATTACHMENTS:**

1. Copy of Berlin Conservation Commission Minutes, February 9, 2021
2. Race map
3. Team Red Dragon at Hatchery Brook COVID-19 Guidelines
4. Fee waiver request for police services

**PREPARED BY:**

Maureen K. Giusti, Acting Town Planner 

**Excerpt from:**

**Conservation Commission Minutes of February 9, 2021**

**MEMBERS PRESENT**

Michael Delorenzo, Chairman, Guy Hoffman, Vice Chairman, Thomas Heisler, Karl Lewis, Carol Goldberger, Joe Mazza, Rob Ramsey, Karen Pagliaro Alternate, Mary Kathryn Larose, Alternate

**MEMBERS ABSENT**

None

**STAFF LIAISON**

Maureen Giusti

**CALL TO ORDER:** Chairman Delorenzo called the meeting to order at 6:30 pm.

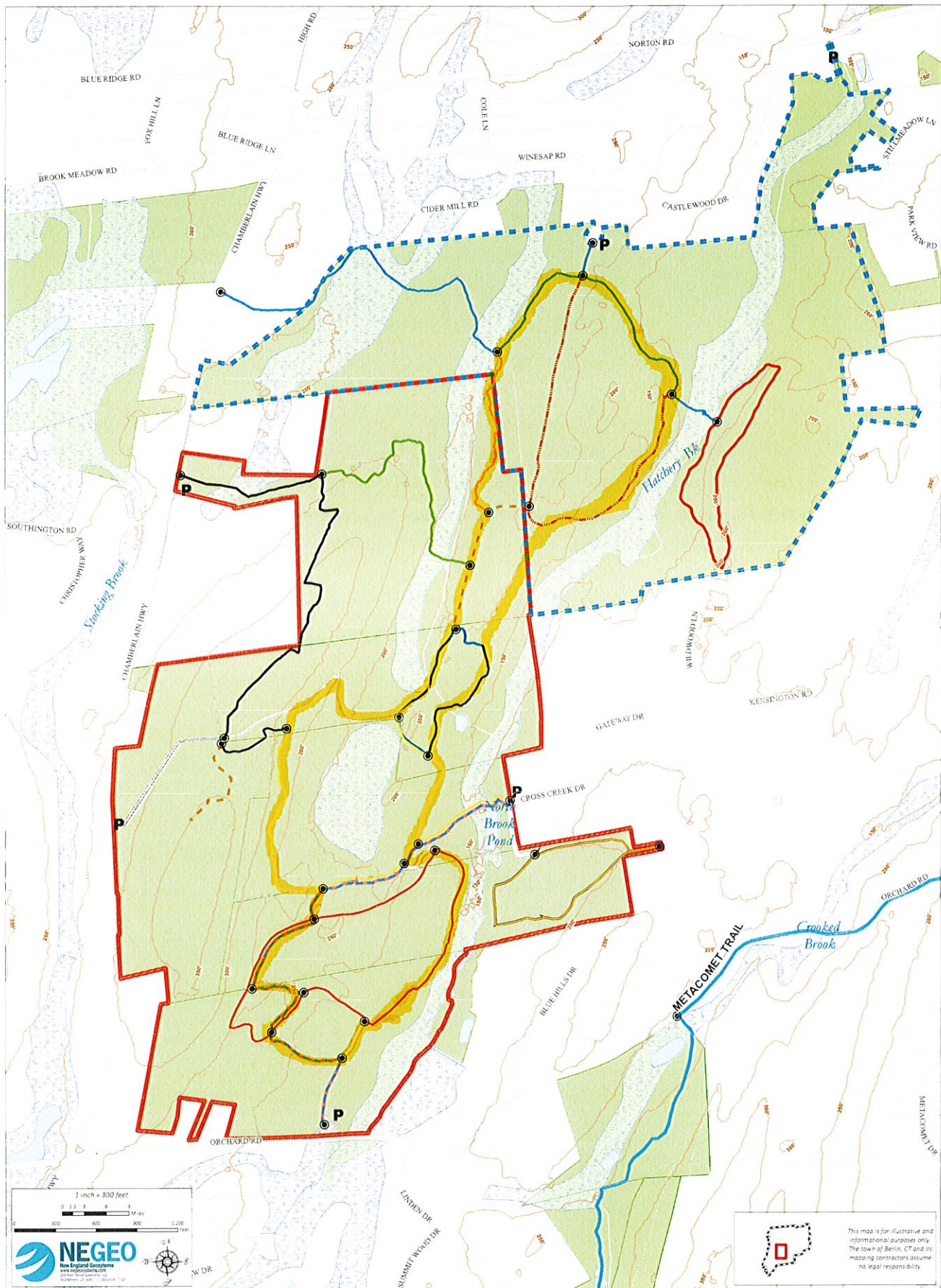
**NEW BUSINESS**

II. MTB Race at Hatchery Brook – Brian Wolfe reported that the race will take place Sunday June 6, 2020 8:00 am to -3:00 pm with a set up time at 6:00 am. There will be about 75 participants. Parking will be on Linden and Summit Wood Drive. They will notify residents. The course map is similar to the last race. Commissioner Lewis stated that the group did a great last job at the last race. Vice Chairman Hoffman reported that there are a couple spots on the course that could get messy if there is rain. The group has a done a good job fixing these areas up in the past. The only foreseen issue is if the town Covid-19 restrictions. The police will need to be involved in the race as well as parking. The group will cancel if there is more than an inch of rain per their own guidelines. Mr. Wolfe also would like to walk the course with a commission member with social distancing prior to the race. The group would also be dropping off Porto Potty's the Friday prior and being picked up the Monday after the race with social distancing guidelines. The group will be posting signs on all ends of the race areas.

Vice Chairman Hoffman made a motion to support the MTB race at Hatchery Brook with Town Council Covid-19 guidelines seconded by Commissioner Lewis, passes unanimously.



# Hatchery Brook Conservation Area with Bicentennial Park and Kensington Orchards



## HATCHERY BROOK AREA & TRAILS

- Hatchery Brook Conservation Area
- Existing Driveway
- Blue Loop - 0.48 Miles
- Orange Loop - 0.59 Miles
- Red Loop - 1 Mile
- Yellow Loop - 1.12 Miles
- Green Trail - 0.4 Miles
- Black Trail - 0.69 Miles
- White Connectors
- Unmarked
- Blue / Red - 1.7 Miles

## BICENTENNIAL PARK AREA & TRAILS

- Bicentennial Park Area
- Blue Trail - 1.09 Miles
- Orange Trail - 0.25 Miles
- Unmarked
- Red Trail - 0.67 Miles

## MAP ITEMS

- Parcels
- Trail Junctions
- Parking Areas
- Contours: 50 ft.
- Roads
- Water
- Wetlands
- Town Parks & OS

## Team Red Dragon at Hatchery Brook COVID-19 Guidelines

The CT Cycling Advancement Program is committed to providing safe and fun race opportunities to children and families across the state of Connecticut. We will strictly adhere to the [CT Sector Rules for Sports](#) and [USA Cycling's Guidance for the Return to Racing and Riding](#), to present a safe and compliant event. We have successfully self-certified as a COVID-19 compliant sport organization and the State of Connecticut CEDC has approved our race plans as COVID-19 compliant.

**THIS DOCUMENT DESCRIBES SPECIAL COVID-19 RULES AND REQUIREMENTS. PLEASE READ IT CAREFULLY!**

**SCHEDULE AND FIELD LIMITS:** The 2021 Schedule will be modified as needed to allow for safe racing with approximately 15 minutes between estimated finish time/staging. Please stay tuned to the BikeReg Schedule as it may change periodically. As allowed by the CT State CEDC, fields will be capped at 50 or less racers and will start in a socially distanced fashion. ***NO PRE-RIDING of the course while other's are racing.***

**PRE-REGISTRATION IS REQUIRED:** If you cannot attend the race for any reason, we will credit your registration for another event or provide a refund. We will be limiting the size of the event according to State CEDC regulations on the date of event so please pay attention to the BikeReg Pages. In addition, we reserve the right to change the format of the event to meet COVID-19 needs (i.e. time trial format).

**EVENT CHECK IN:** Event check in and number pick-up will be a one-way, walk-through lane with social distancing to maintain separation of participants. **Masks must be worn and temperature checks will be mandatory upon arrival.**

### **COVID-19 RULES & REQUIREMENTS:**

The following rules and requirements will be strictly enforced. They are for the safety of all riders, staff, volunteers and their families. While these measures are intended to minimize the risk of exposure to COVID-19, that risk cannot be completely eliminated.

- Face masks must be worn at all times. This includes while in the parking lot, during number pick-up, and immediately after your race. Please keep your mask in your pocket.
- You must maintain a distance of at least 6 feet from others at all times (even with your mask on) except during your race. The parking area is large enough to allow all cars to park 6 feet apart.
- **Do not come to the event if you are sick or don't feel well – we WILL refund your entry fee.** Please notify us within 24 hours after the race to request a refund.
- We will use a thermal scanner to take participant temperatures in the check-in line. Any participant with an above-threshold temperature (100.4° F) will receive a refund and be required to leave.
- No physical contact with others not in your family. That means no hugs, handshakes, fist bumps, or high fives.

*Bettering the lives of youth and young adults in the state of Connecticut through the sport of cycling*

The CCAP  
353 Main St  
Middletown, CT 06457



860-295-4030  
[info@ctcyclingadvancement.com](mailto:info@ctcyclingadvancement.com)  
[ctcyclingadvancement.com](http://ctcyclingadvancement.com)

- **Riders will be required to wear masks while staging** and will be instructed to remove masks approximately 30 seconds before race starts. Once riders cross the line and have recovered OR if they have to leave the course for any reason, they must put their mask on immediately.
- We will stage riders 6 feet apart, normal mountain bike racing will be allowed once riders are on the course.
- Do not share water bottles, food or other equipment.
- We will have hand sanitizers on site and encourage everyone to bring their own as well.
- Port-o-lets will be provided and will be disinfected on a regular schedule. Social distancing of no less than 6 feet applies to those in line for Port-o-lets.
- Under no circumstances should any rider discharge any mucus/phlegm while racing (e.g., spitting, snot rockets, etc.) If you need to clear your sinuses, please safely move off course, and away from others.
- If you feel any [symptoms of COVID-19](#) or are traveling to the event from a local hot-spot for COVID cases, please stay home. If you don't feel well, you can get tested at one of your [local CT testing centers](#).
- Please see the [CT COVID-19 Knowledge Base](#) for more information on COVID-19, including those states that are part of the travel advisory, where to get tested, and other helpful knowledge.

The best part of bike racing is the community we've built together. We value all of you whole-heartedly and these rules are for your safety. **FAILURE TO FOLLOW THESE REQUIREMENTS MAY RESULT IN YOUR EJECTION FROM THE VENUE AND FORFEITURE OF YOUR RACE ENTRY.**

Thank you to all of our CCAP families and racers for compliance with these guidelines. We look forward to seeing you!

Sincerely,

Brian Wolfe, CCAP Events Director

*Bettering the lives of youth and young adults in the state of Connecticut through the sport of cycling*



## TOWN OF BERLIN

### Request for Fee Waiver

<b>Requesting Organization:</b> The Connecticut Cycling Advancement Program	<b>Date:</b> 2/8/21
<b>Contact Name:</b> Brian Wolfe	
<b>Phone Number:</b> (860) 295-4028	
<b>Event:</b> Team Red Dragon MTB Race	<b>Date of Event:</b> 06/06/21
<b>Location of the Event:</b> Hatchery Brook Conservation Area, 685 Orchard Rd, Berlin, CT 06037	
<b>What fee do you want waived:</b> The police services fee. We hire the police to direct traffic as racers and their families cross Orchard Rd from Linden Dr to participate in our race. The estimated total cost by the Berlin Police Department as of 2/8/21 is between \$1,100 and \$1,200 for one police officer.	
<b>Identify the hardship incurred:</b> We are a local non-profit that organizes youth cycling teams and activities around the state. This race benefits the Berlin High Cycling Team with the entry fees collected from adult racers. The police services is our largest expense and jeopardizes the feasibility of the race. We would greatly appreciate a reduction or elimination of the fees rendered from the race.	
<b>Identify how your organization benefits the Town of Berlin as outlined in the below criteria.</b> <b>Please be specific:</b> Berlin High School partners with our organization to give kids the opportunity to participate on an organized cycling team with their peers. It gives them exposure into cycling, and offers them the potential to secure college scholarships and gain positive life experiences through cycling.	

#### Town Manager review:

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

Yes ☒ No ☐

If so, which criteria:

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

# TOWN OF BERLIN

## Request for Fee Waiver

Name of Non-Profit or Political Organization: The Connecticut Cycling Advancement Program

Comments:

  
Signature

03/10/21  
Date

  
Town Manager Signature

3/9/11  
Date

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

### 1. Fee Waiver Policy

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

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

**FROM:** Aroscha Jayawickrema, Town Manager

**DATE:** March 5, 2021

**SUBJECT:** Requesting a Bid Waiver for Lenard Engineering to design a major transmission line along the Berlin Turnpike

**SUMMARY:**

The Berlin Water Control Commission (BWCC) was recently made aware that a portion of our major water transmission system along the Berlin Turnpike (between Deming Road and Woodlawn Road) was constructed utilizing a 20" diameter concrete pipe. Utilization of concrete piping (rather than ductile iron) in the waterworks industry is rare, and piping of this age (50 years) is subject to unforeseen catastrophic failure. With two major projects forthcoming in this area, it is imperative that we prepare design documents to bid the construction replacement of this major transmission line. The Water Control Commission has secured the services of water specialty consultant, Lenard Engineering, to prepare plans and specifications to bid the replacement project. We are also considering the use of a Drinking Water State Revolving Fund (DWSRF) loan through the Connecticut Dept. of Public Health for the construction funding of the project.

In an effort to expedite the project, the BWCC will fund the design costs internally.. We are requesting to retain Lenard Engineering due to their expertise and familiarity with our water system. Their design cost is \$107,000 (which includes a 10% contingency). The Water Control portion of the project would be funded from Account # 843.50.5086.0.53814.00000 (Contractual Services).

**ACTION NEEDED:**

Move to authorize the Town Manager to waive the bidding requirements, and award Lenard Engineering the contract to design a new ductile iron pipe to replace an older concrete pipe for an amount not to exceed \$107,000.00, as this is in the best interest of the Town.

**ATTACHMENTS:**

- 1) Lenard Engineering, Inc. Proposal
- 2) Sufficiency of Funds

**PREPARED BY:**

Ray Jarema, P.E., Water Control Manager





## Lenard Engineering, Inc.

2210 Main Street  
P.O. Box 1088  
Glastonbury, CT 06033  
Tel: 860 659-3100  
Fax: 860 659-3103  
www.lenard-eng.com

134B Conantville Road  
P.O. Box 580  
Storrs, CT 06268  
Tel: 860 429-5400  
Fax: 860 429-1337

140 Willow Street  
Suite 8  
Winsted, CT 06098  
Tel: 860 379-6869  
Fax: 860 738-1272

19 Midstate Drive  
Suite 200  
Auburn, MA 01501  
Tel: 508 721-7600  
Fax: 508 721-7610

Civil, Environmental and Hydrogeological Consultants

February 17, 2021

Mr. Raymond Jarema, PE  
Town of Berlin Water Control Commission  
240 Kensington Road  
Berlin, CT 06037

***RE: Proposal for Professional Services, Design and Permitting for a 3000 foot Water Main Replacement Project, along the Berlin Turnpike, Berlin, CT***

Dear Mr. Jarema:

As requested, Lenard Engineering, Inc. (LEI) is pleased to submit the following proposal for your review and approval. The proposed water main would begin near the Woodlawn Road meter pit, and continuing northerly on the Berlin Turnpike for approximately 3000 LF to the intersection with Deming Road. This also includes crossing the Mattabesset River. Please refer to attached map for the approximate project limits.

### SCOPE OF SERVICES

- 1) Mapping Research – LEI will conduct a Town and DOT record search for available mapping, deeds, utility mapping, town right-of-way mapping, and other applicable mapping for the route of the water main.
- 2) Call Before You Dig Markout- LEI will mark the locations of test borings along the proposed water main route. We will contact CBYD, and request to have utilities marked in these areas, prior to surveying and conducting the test borings. We have assumed that Town will mark their existing water and sewer utilities as part of this process, for us to locate during the surveying.
- 3) Test Borings – LEI will retain the services of a qualified test boring contractor, and supervise their activities. We will conduct and supervise up to two days of test borings along the route of the water main. Borings will be conducted outside of the traveled paved surface, so traffic control is not anticipated.

Test borings will be conducted to a depth of approximately 10' along the route of the proposed water main, and to depths of 20' in the vicinity of the Mattabessett River, where horizontal directional drilling is one of the options being considered.

The above test boring program assumes that suitable access is available for a truck mounted test boring rig, and that flagmen or a Town police officer will not be required by the DOT.



Mr. Raymond Jarema, P.E.  
Town of Berlin Water Control Commission  
Page 2

- 4) Wetland Delineation– Wetland and watercourses are present within the project area. One wetland area is present near the Power Line Easement, and another near the Mattabessett River. LEI will retain a certified soil scientist to delineate the limits of state and federal wetland soil limits in these areas and prepare a written soils report. LEI will locate these flags during our survey, and show them on the design plans.
- 5) Detailed Topographic and Utility Location Survey – LEI will purchase existing aerial topography from a recent flight from an established aerial survey company, for use as a base map along the project limits. We will provide GPS survey control for this mapping, along with providing GPS control at key areas along the route of the main.

We will supplement this mapping with a field location survey. We will locate visible property and right-of-way markers, edges of pavement, marked underground utilities, marked and visible drainage structures, utility poles, flagged limits of state and federal wetland soils, driveway and sidewalks, test boring locations and corners of structures along the proposed water route. We will supplement this survey information with available aerial and record mapping for the area. LEI will utilize the elevation datum from the sanitary sewer system for this project, or from benchmarks associated with the DOT roadway.

If traffic control is needed to safely survey the intersections of Deming Road and Woodlawn Road, we have assumed the Town can provide an officer and vehicle during the survey.

- 6) Mattabessett River Crossing Conceptual Design Study- LEI will review the feasibility and costs associated with two different designs to cross the Mattabessett River – a) Horizontal Directional Drilling, and b) Above-ground Insulated piping on a Utility Bridge. We will prepare conceptual level designs for each option, estimate construction costs, review permit requirements, and prepare a letter report summarizing our findings, and recommending one of these options for final design.
- 7) Water Main Design Plans - LEI will provide water main design plans along the project route, showing both plan and profile views. In addition to the river crossing option selected above from Item 6, we anticipate designing new water services between the main and the property lines, as well as new hydrants to replace the existing hydrants on the soon to be abandoned 20" main, as well. We will incorporate changes as requested by the Town and other reviewers into a final set of design plans.
- 8) Technical Specifications- We will provide a set of technical specifications, for the water main construction and related work.



Mr. Raymond Jarema, P.E.  
Town of Berlin Water Control Commission  
Page 3

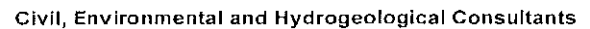
9) Assist Town With Permitting - We have included assisting the Town with the following permit applications:

- a) Town Wetlands Permitting - LEI will prepare a Town Inland Wetland permit application for the project. We will file applicable permit applications and attend up to two meetings with staff and the Commission, in an effort to obtain approvals. We will incorporate any conditions of approval into our design plans.
- b) DOT Encroachment Permitting - LEI will prepare a DOT encroachment permit, for conducting work within the DOT right-of-way. We will submit this application and design plans and specifications to the DOT for review and comment. We will meet on up to two occasions with the DOT, to answer any questions. If approved, we will incorporate their conditions of approval into the final plans.
- c) DPH Drinking Water Section - LEI will submit DPH applications, design plans, and technical specifications to the DPH for their review and approval. We will answer any questions or comments, and incorporate any conditions of approval into our final documents.

In addition, anticipating this project will be DWSRF funding, we will also prepare a set of Contract Documents which include DWSRF forms, language and attachments required to be included for bidding and construction. We will answer any questions or comments, and incorporate any conditions of approval into our final documents.

- 10) Cost Estimate - LEI will prepare construction quantity take-offs and prepare a cost estimate, based on past bid prices for recent water main projects, CONNDOT unit prices and other sources.
- 11) Contract Document Preparation - LEI will work closely with the Town of Berlin Water Control Commission, in preparing a front end set of contract documents suitable for advertising and bidding this project. If specific forms or documents are required by any party, these should be provided to LEI in advance, so that these documents could be incorporated.

As noted above, we will consult with the DPH Drinking Water Section, and include applicable contract language, forms and attachments required to utilize DWSRF funds to construct the project.



Once bids are obtained, LEI would be pleased to provide the Town of Berlin Water Control Commission with separate proposals to provide contract administration and either part time or full time inspection on this project.



# Lenard Engineering, Inc.

Civil, Environmental and Hydrogeological Consultants

Mr. Raymond Jarema, P.E.  
Town of Berlin Water Control Commission  
Page 5

## PROPOSED FEES

We propose to complete this work for a lump sum fee of \$ 97,300, broken down as follows:

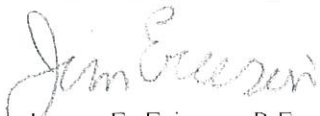
1) Mapping Research	\$ 500
2) CBYD Markout,	\$ 800
3) Test Borings and Supervision	\$ 6,500
4) Wetland Delineation and Reporting	\$ 1,500
5) Topographic Survey and Base Mapping	\$ 20,000
6) River Crossing Design Study	\$ 5,000
7) Design Plans	\$ 30,000
8) Technical Specifications	\$ 7,500
9) Permit Assistance	\$ 10,000
10) Cost Estimate	\$ 4,000
11) Contract Document Preparation	\$ 5,000
12) Final Document Review	\$ 1,500
13) Services During Bidding	\$ <u>5,000</u>

### PROJECT TOTAL

\$ 97,300

I hope that you find this proposal acceptable, and look forward to continuing our work for the Town of Berlin Water Control Commission. By reference, the attached Standard Conditions for Engagement are part of this proposal. If you or other commission members have any questions or comments regarding this proposal, I am at your service.

Very truly yours,  
*Lenard Engineering, Inc.*

  
James E. Ericson, P.E.  
Vice President

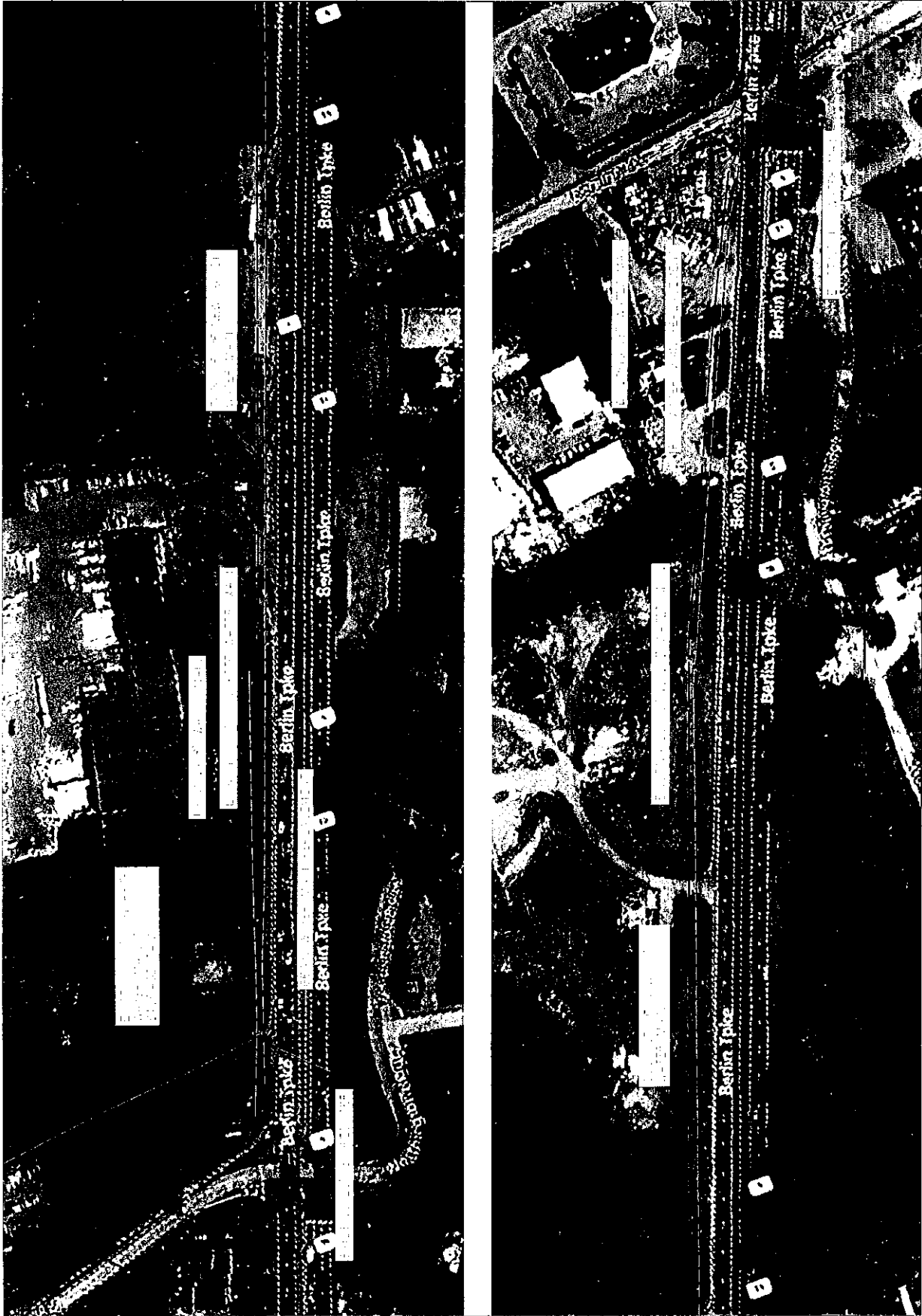
Enclosure

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

97,300  
9,730 + 10%  
→ 107,030

FIGURE 2 - CONCEPT PLAN



Standard Conditions of Engagement  
Lenard Engineering, Inc.

1. **Agreement:** The proposal or agreement form duly executed by LEI and the Client, along with any documents appended by reference, including this Standard Conditions of Engagement constitutes the entire agreement between LEI and the Client and supersedes any written or oral representations made by either party prior to execution of this agreement.
2. **Acceptance Period:** This Client shall have 30 days after the offering date listed on the professional services agreement to accept the proposal, after which time the proposal terminates at the sole option of LEI. If the Client returns the executed agreement to LEI after the 30-day acceptance period expires, LEI may elect to accept the executed agreement or re-issue the agreement with revised terms and conditions.
3. **Governing Law:** This agreement is governed by the law of the State of Connecticut.
4. **Compensation Format:** The Client agrees to compensate LEI for services rendered according to the compensation format(s) stipulated in the agreement. The following paragraphs define the various compensation formats and the methods by which LEI will compute invoice amounts:
- 4.A) **Fixed Fee:** LEI shall render services for the fixed fee stipulated in the agreement. The fixed fee shall include the cost of all *Basic Services* (In-house labor), *Outside Services* (services provided by outside individuals or firms), *Reimbursable Expenses* (mileage, printing, and other consumable expenses), services charges, and taxes (if any). At the conclusion of each billing period, LEI will compute the invoice value by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements.
- 4.B) **Fixed Fee Plus Outside Services and Expenses:** LEI shall furnish *Basic Services* for the fixed fee stipulated in the Agreement. In addition to the fixed fee for *Basic Services*, LEI shall furnish *Outside Services* at LEI's cost plus a 10% service charge and invoice the Client for *Reimbursable Expenses* according to the attached document entitled "Reimbursable Expense Schedule" and made a part hereof. At the conclusion of each billing period, LEI will calculate the value of *Basic Services* by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements. To this value, LEI will add the value of *Outside Services* and *Reimbursable Expenses* incurred during the billing period.
- 4.C) **Time and Materials:** LEI shall furnish services on a time-and-materials basis, with no limiting amount. LEI will compute time charges for *Basic Services* by multiplying the number of hours expended on the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.
- 4.D) **Time-Charge-Maximum:** LEI shall furnish services on a time-and-materials basis. LEI will compute time charges for *Basic Services* by multiplying the actual number of hours charged to the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to time charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). The total value of LEI time charges for in-house labor shall not exceed the maximum limiting amount stipulated in the Agreement. At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.
5. **Payment Terms:**
- 5.A) **Retainer:** If the Agreement requires a retainer, the Client shall forward the retainer to LEI along with an executed copy of the Agreement. LEI will apply the retainer toward the Client's final invoice. If the retainer exceeds the final invoice value, LEI shall refund the difference to the Client within 30 days from the date of final invoice. If the final invoice exceeds the retainer, the Client shall, within 30 days from the date of final invoice remit the amount due.
- 5.B) **Invoice Frequency and Review:** LEI will submit invoices monthly, unless the Agreement specifies a different frequency, including specific milestones. The Client shall review LEI invoices within seven (7) business days. If the Client disputes any invoice or charge the Client shall identify in writing within fourteen (14) days from its receipt of the invoice the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- 5.C) **Interest on Overdue Balances:** Invoices are due and payable in full thirty (30) days after the date on the invoice. LEI will add an interest charge of 1 1/2 % (or the maximum rate allowed by law, whichever is less) of the invoice amount automatically to each invoice if payment is not received on the thirty-first day. Thereafter, LEI will add interest on the cumulative outstanding balance at a rate of 1 1/4 % per month (or the maximum rate allowed by law, whichever is less).
- 5.D) **Collection Costs:** For outstanding balances beyond 60 days past-due, LEI may employ a collection agency to enforce payment terms of this agreement and may recover the amount owed along with reasonable attorneys' fees and other reasonable costs and expenses incurred in collection. LEI's collection agency shall be entitled to collect from the Client any settlement sum due plus the value of the collection agency's charges.
- 5.E) **Attorney's Fees and Other Charges:** For outstanding balances beyond 60 day past due, LEI reserves the right to take legal action to enforce the payment terms of this agreement. In the event of such legal action, LEI shall be entitled to collect from the Client any judgment or settlement sum due, plus reasonable attorney's fees, court costs, and the reasonable value of LEI's time and expenses relating to such collection action, computed according to LEI's prevailing hourly billing schedule and expense policies.
- 5.F) **Application of Payments:** LEI reserves the right to apply payments to accrued interest first, and then to any unpaid principal. LEI will apply payments to unpaid principal in the order in which invoices are issued, starting with the oldest outstanding invoice.
6. **LEI's Performance:** LEI will endeavor to complete the services rendered under this agreement within the estimated schedule or period of service discussed in the agreement. The Client understands that LEI may be obstructed from timely performing this agreement by factors or causes beyond LEI's reasonable control. Such factors or causes include, but are not limited to, acts of God, war, riots, fire, floods, inclement weather, delays created within or by approving agencies, acts of civil or military authority (including governmental laws, orders, priorities or regulations), acts of the Client, acts of the Client's contractors and agents, or inability, despite reasonable efforts, to obtain access to the project site and facilities. If delays arise through no fault of LEI, the Client agrees that LEI's estimated schedule or period of service will be extended by a period of time equal to that of the delay. The Client also agrees to compensate LEI for reasonable costs incurred by LEI in contending with such delays.
7. **Right of Entry:** The Client shall provide access to the property owned by the Client and/or others so that LEI and its authorized agents may fulfill the scope of services of this agreement. Although LEI will exercise reasonable care in performing its services, the Client understands that the use of testing equipment or other tools and procedures may unavoidably cause some impact to the site, the correction of which is not part of this agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs arising or allegedly arising from procedures associated with testing, surveys, and site investigations connected in any way with LEI's fulfillment of the scope of services of this agreement. LEI shall be liable only for damages resulting solely from LEI's negligent acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this Standard Conditions of Engagement.
8. **Underground Improvements:** LEI and/or its subconsultants will conduct research that, in its professional opinion, is necessary, and will prepare a plan indicating the locations for subsurface penetrations with respect to the assumed locations of existing underground improvements. Such services by LEI and its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The Client recognizes, however, that such research may not identify all underground improvements and that the information upon which LEI reasonably relies may contain errors or may be incomplete. Therefore, the Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against LEI, and anyone for whom LEI may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by LEI that are based on properly filed and available records of said underground improvements.
9. **Ownership and Reuse of Documents:** All reports, drawings, specifications, computer files, field data, notes, laboratory test data, calculations, and other instruments prepared by LEI as instruments of service shall remain the property of LEI. LEI shall retain all common law, statutory, and other reserved rights, including the copyright thereto. The Client may make and retain copies of LEI's instruments of service for its own information and reference in connection with the use and occupancy of the project site by the Client and others; however, such documents are not intended or represented by LEI to be suitable for re-use by the Client or others on extensions of the project or on any other project. Any reuse of documents prepared for the Client by LEI will be at the re-user's sole risk, without liability or legal exposure to LEI. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from or in any way connected with the unauthorized re-use or modification of LEI documents by the Client or any person or entity that acquires or obtains LEI documents from or through the Client without written authorization of LEI. The Client agrees that all LEI instruments of service which are not paid for in full will be returned upon demand by LEI and will not be used for any purpose whatsoever. Unless specifically stipulated in the agreement, LEI will not provide the Client with any instruments of service on electronic media. If LEI and the Client subsequently agree to such transfer of electronic data, the Client agrees to compensate LEI for costs incurred in preparing electronic documents. LEI reserves the right to impose terms and conditions for such transfer of electronic data in addition to those already stipulated in this Standard Conditions of Engagement.
10. **Standard of Care:** By accepting this agreement for professional services, the Client acknowledges that LEI's services often require decisions that are based upon professional judgment. In performing professional services, LEI will use that degree of care and skill ordinarily exercised under similar circumstances, at the

same time, and in the same locale by members of the profession. The standard of care shall be exclusively judged as of the time the services are rendered and not according to later standards. The Client agrees that LEI will render the services provided without any other warranty, expressed or implied.

11. **Insurances:** LEI maintains general liability, automobile liability, worker's compensation / employer's liability, and professional liability insurance coverage. LEI will furnish certification upon written request. The Client agrees that LEI will not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

12. **Professional Liability Risk Allocation:** The Client and LEI have discussed their risks, rewards, and benefits under this agreement and LEI's total fee for services. The parties to this Agreement have allocated the risks such that, to the fullest extent permitted by law, LEI's total liability for any and all injuries, claims, expenses, damages, or claim expenses arising out of this agreement from any causes related to professional services shall not exceed the total amount of \$ 50,000 or LEI's fee, whichever is greater. Such causes include, but are not limited to LEI's negligent errors and omissions.

13. **Consequential Damages:** Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by the law, neither the Client nor LEI, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and LEI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

14. **Opinions of Probable Construction Cost:** In providing opinions of probable construction cost, the Client understands that LEI has no control over the cost or availability of labor, equipment, or materials, or over market conditions, or contractors' methods of pricing, and that LEI's opinions of probable construction cost are made on the basis of LEI's professional judgment and experience. LEI makes no warranty, expressed or implied, that the bids or negotiated cost of the work will not vary from LEI's opinion of probable construction cost.

15. **Services Related to Permits and Approvals:** The Client understands that the granting of project-related permits and approvals by regulatory agencies often involves discretionary and subjective judgments and that LEI has no control over such judgments. Consequently, LEI cannot assure the Client that regulatory agencies will approve permit applications prepared by LEI on the Client's behalf, or that any conditions-of-approval imposed by regulatory agencies will be acceptable to the Client. Hence, the Client agrees to waive any claim against LEI for relative damages, direct or indirect, which may result from an unfavorable decision or denial of approvals or permit applications by regulatory agencies. LEI shall be liable only for damages resulting solely from LEI's negligence acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this Standard Conditions of Engagement.

16. **Public Responsibility:** The Client agrees to notify each appropriate federal, state, county, and local public agency, as they each may require, of the existence of any condition at the Site that may present a potential danger to public health, safety, or the environment. LEI shall have no liability or responsibility to the Client or to any other person for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify, and hold LEI harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorney's fees and defense costs, incurred by LEI and arising directly or indirectly out of LEI's reporting such information under a bona fide belief, or upon advice of counsel, that such reporting or failure to report or disclosure is required by law.

17. **Modification of Agreement:** The Client and LEI may modify this Agreement at any time by duly executed written change order. All change orders shall include detailed descriptions, where applicable, of adjustments to:

17.A) The agreement's scope of services

17.B) The magnitude or format of compensation

17.C) The magnitude and/or timing of progress payments

17.D) LEI's schedule or period of service

18. **Suspension of Work:** If the Client suspends the project or LEI's services for more than 30 calendar days, consecutive or in the aggregate, over the term of this agreement, the Client shall pay LEI for all services performed and reimbursable expenses incurred prior to LEI's receipt of the written suspension notice. In addition, upon resumption of services, the Client shall pay LEI for expenses incurred as a result of the suspension and resumption, and LEI's schedule of fees for the remainder of the project shall be equitably adjusted. If the Client is in breach of the payment terms or otherwise in material breach of this agreement, LEI may suspend performance of services upon provision of seven days' written notice to the Client. LEI shall have no liability to the Client, and the Client agrees to make no claim for any delay or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, LEI shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. In the event that the Client has paid a retainer to LEI, LEI shall be entitled to apply the retainer to cover any sums due from the Client up to the date of suspension.

Prior to resuming services after such suspension, the Client shall remit to LEI sufficient funds to replenish the retainer to its full prior amount.

19. **Termination of Agreement:** Either party may terminate this agreement for cause upon giving the other party at least seven calendar days' written notice. In the event of termination of this agreement by either party, the Client shall pay LEI for all services rendered and all reimbursable expenses incurred by LEI up to the date of termination, in accordance with the payment terms of this agreement. The Client may terminate this agreement for the Client's convenience and without cause, upon giving LEI seven (7) calendar days' written notice. The following causes may give rise to termination:

19.A) Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party

19.B) Assignment of this agreement or transfer of the project to any other entity without prior written consent of the other party

19.C) Suspension of the project or LEI's services for more than 90 calendar days, consecutive or in the aggregate

19.D) Material changes in the conditions under which this agreement was entered into, the scope of services, or the nature of the project, and the failure of the parties to reach agreement in the compensation and schedule adjustments necessitated by such changes

In the event of termination that is not the fault of LEI, the Client shall pay LEI, in addition to payment for services rendered and reimbursable expenses incurred, for all expenses reasonably incurred by LEI in connection with the orderly termination of this agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from termination.

20. **Shop Drawing Review:** If required by the Agreement, LEI shall review and approve or take other appropriate action on the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. LEI's review shall be conducted with reasonable promptness while allowing sufficient time in LEI's judgment to permit adequate review. Review of a specific item shall not indicate that LEI has reviewed the entire assembly of which the item is a component. LEI shall not be responsible for any deviations from the Construction Documents not brought to the attention of LEI in writing by the Contractor. LEI shall not be required to review partial submissions or those for which submission of correlated items have not been received.

21. **Assignment:** Neither party to this agreement shall transfer, sublet, or assign any rights under this agreement (including, but not limited to, monies that are or may be due) without prior written consent of the other party. The subcontracting of services by LEI to other parties (subconsultants) shall not be considered an assignment for purposes of this agreement.

22. **Hazardous Materials:** Both parties acknowledge that LEI's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event LEI or any other party encounters any hazardous or toxic materials, or should it become known to LEI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of LEI's services, LEI may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, partners, employees and consultants (collectively, LEI) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of LEI.

23. **Dispute Resolution:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and LEI agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to the American Arbitration Association or any other alternate dispute resolution provider agreed upon by the parties. Costs of arbitration, including reasonable attorneys' fees and interest on sums determined to be improperly withheld, shall be borne by the losing party. Judgment may be entered on any arbitration award in any court of competent jurisdiction or withheld and set-off from any payment due hereunder or any other agreement entered in connection with this agreement.



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 5-Mar-21

Purchase Item or Contract: Berlin Water Control		Requested by: Ray Jarema	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Engineering to design ductile iron pipe on Berlin Tpk	\$107,000.00	\$107,000.00
			-
			-
			-
			-
TOTAL			\$107,000.00

Account No. 843.50.5086.0.53814.00000

Budgeted Amount.....	\$40,400.00	Available balance.....	\$28,400.00
Encumbrances to Date.....	\$12,000.00	Amount Needed for This Package.....	\$107,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	(\$78,600.00)

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.

or:

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

☒ I certify that a budget change in the amount of \$ 107,000 must be processed concurrently with this certification to support this commitment.

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

Agenda Item No. 4  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** March 5, 2021  
**SUBJECT:** Budget Transfers to Clear Overbudget Accounts

**Summary of Agenda Item:**

Over the course of the fiscal year some accounts exceed budget for different reasons. All the higher than budgeted costs are offset in other parts of the budget or contingency. No new money is being appropriated with this request. These items are summarized on the Budget Adjustments spreadsheet submitted with this action item.

**Action Needed:**

Move to transfer \$240,866.65, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts.

**Attachments:**

Budget Adjustments spreadsheet  
Budget Change forms

**Prepared By:**

Kevin Delaney, Finance Director

# Budget Adjustments March 16, 2021


<u>Department</u>	<u>GL Account #</u>		<u>From</u>	<u>To</u>	<u>Explanation</u>
Finance/Treasury	001.05.0502.0.51130.00000	Clerical Personnel		\$37,350.00	Upon the retirement of the Treasurer, the position was converted to a White Collar clerical position. This transfer moves funding from the closed Treasurer department to the Finance department to fund the new clerical position.
	001.05.0502.0.52200.00000	Pension		\$2,000.00	
	001.05.0502.0.52010.00000	Worker's Comp.		\$150.00	
	001.05.0502.0.52100.00000	Social Security		\$2,000.00	
	001.05.0505.0.51125.00000	Mid-Manager Personnel	\$37,350.00		
	001.05.0505.0.52200.00000	Pension	\$2,000.00		
	001.05.0505.0.52010.00000	Worker's Comp.	\$150.00		
	001.05.0505.0.52100.00000	Social Security	\$2,000.00		
IT/Police		Department Head		\$75,750.00	
	001.05.0503.0.51100.00000	Pension		\$7,700.00	
	001.05.0503.0.52010.00000	Worker's Comp		\$100.00	
	001.05.0503.0.52220.00000	Life Insurance		\$200.00	
	001.05.0503.0.52100.00000	Social Security		\$5,800.00	With the hire of a new IT Director, the incumbent's wage & fringes need to be moved from the Police Department to the Technology Department.
	001.15.1532.0.51125.00000	Mid-Manager Personnel	\$59,160.73		
	001.05.0503.0.51125.00000	Mid-Manager Personnel	\$16,589.27		
	001.15.1532.0.52200.00000	Pension	\$7,700.00		
	001.15.1532.0.52010.00000	Worker's Comp	\$100.00		
	001.15.1532.0.52220.00000	Life Insurance	\$200.00		
	001.15.1532.0.52100.00000	Social Security	\$5,800.00		
Various (insurance chg)		In Lieu of Health Insurance		\$1,250.00	After the budget was adopted and open enrollment was completed, two employees elected to leave the Town's health insurance plan. A third position experienced turnover and the new employee declined the Town's health insurance. As a result, three new employees are eligible for in lieu of health insurance payment. Funds are available in the health insurance expense line because two employees were not provided the budgeted HSA employer contribution.
	001.20.2037.0.51820.00000	In Lieu of Health Insurance		\$700.00	
	001.25.2545.0.51820.00000	In Lieu of Health Insurance		\$866.65	
		Health Insurance	\$2,816.65		
		<b>GENERAL FUND TOTAL</b>	<u>\$133,866.65</u>	<u>\$133,866.65</u>	
Water Control		Contractual Services		\$107,000.00	It has become critical to provide funding for the design of a new water main on the Berlin Turnpike. The existing 20" concrete pipe must be replaced with a 16" ductile iron pipe to avoid catastrophic failure. Lenard Engineering has proposed a design to accomplish this task.
	843.50.5086.0.53814.00000		\$107,000.00		
	843.50.5088.0.58105.00000				
		<b>WATER CONTROL TOTAL</b>	<u>\$107,000.00</u>	<u>\$107,000.00</u>	
		<b>GRAND TOTAL</b>	<u>\$240,866.65</u>	<u>\$240,866.65</u>	



**TOWN OF BERLIN**  
BUDGET CHANGE FORM

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

Department:	<b>Finance</b>	Fiscal Year:	<b>FY2021</b>	Date:	<b>4/1/21</b>
To Acct #:	Description:	Amount:	Requested by:		
001.05.0502.0.51130.00000	Clerical Personnel	\$37,350.00	<b>K. Delaney</b>		
001.05.0502.0.52200.00000	Pension	\$2,000.00			
001.05.0502.0.52010.00000	Worker's Comp	\$150.00			
001.05.0502.0.52100.00000	Social Security	\$2,000.00			
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					

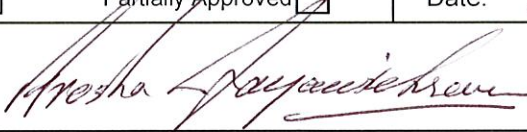
From Acct #:	Description:	Amount:	Approved by:
001.05.0505.0.51130.00000	Mid-Manager Personnel	\$37,350.00	
001.05.0505.0.52200.00000	Pension	\$2,000.00	
001.05.0505.0.52010.00000	Workers' Comp	\$150.00	
001.05.0505.0.52100.00000	Social Security	\$2,000.00	

Contingency Balance (If applicable):

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

Upon the retirement of the Treasurer, the position was converted to a White Collar clerical position. This transfer moves funding from the closed Treasurer department to the Finance department to fund the new clerical position.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>3/4/21</b>
Comments: 			

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

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

Department: <b>Technology</b>	Fiscal Year: <b>FY2021</b>	Date: <b>4/1/21</b>	
To Acct #:	Description:	Amount:	Requested by:
001.05.0503.0.51100.00000	Department Head	\$75,750.00	<b>B. Freeman</b>
001.05.0503.0.52200.00000	Pension	\$7,700.00	
001.05.0503.0.52010.00000	Worker's comp	\$100.00	
001.05.0503.0.52220.00000	Life insurance	\$200.00	
001.05.0503.0.52100.00000	Social Security	\$5,800.00	

Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #:	Description:	Amount:	Approved by:
001.15.1532.0.51125.00000	Mid-Manager Personnel	\$59,160.73	
001.05.0503.0.51125.00000	Mid-Manager Personnel	\$16,589.27	
001.15.1532.0.52200.00000	Pension	\$7,700.00	
001.15.1532.0.52010.00000	Worker's Comp	\$100.00	
001.15.1532.0.52220.00000	Life Insurance	\$200.00	
001.15.1532.0.52100.00000	Social Security	\$5,800.00	

Contingency Balance (If applicable):

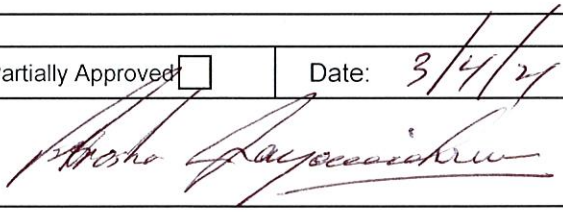
Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

With the hire of a new IT Director, the incumbent's wage & fringes need to be moved from the Police Department to the Technology Department.

**Section 2: To be completed by Town Manager:**

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **3/4/21**

Comments:



**Section 3a: Town Council action:**

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

Comments:

**Section 3b: Board of Finance action:**

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

Comments:


**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

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

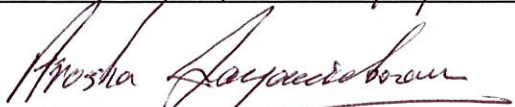
Department:	<b>Various</b>	Fiscal Year:	<b>FY2021</b>	Date:	<b>4/1/21</b>
To Acct #:	Description:	Amount:	Requested by:		
001.05.0509.0.51820.00000	In Lieu of Health Insurance	\$1,250.00	<b>K. Delaney</b>		
001.20.2037.0.51820.00000	In Lieu of Health Insurance	\$700.00			
001.25.2545.0.51820.00000	In Lieu of Health Insurance	\$866.65			
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
001.15.1532.0.52235.00000	Health Insurance	\$2,816.65			

Contingency Balance (If applicable):

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

After the budget was adopted and open enrollment was completed, two employees elected to leave the Town's health insurance plan. A third position experienced turnover and the new employee declined the Town's health insurance. As a result, three new employees are eligible for in lieu of health insurance payment. Funds are available in the health insurance expense line because two employees were not provided the budgeted HSA employer contribution.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:	<b>3/4/21</b>
Comments:				
				

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 4: To be completed by Finance Department:**


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

### BUDGET CHANGE FORM

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

Department: Water Control Commission	Fiscal Year: 2020/2021	Date: 03/04/21
To Acct #: 843.50.5086.0.53814.00000	Description: Contractual Services	Amount: \$107,000
		Requested by: R. Jarema
From Acct #: 843.50.5088.0.58105.00000	Description: Water Main Relining	Amount: \$107,000
		Approved by: 

**Contingency Balance (If applicable):**

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

It has become critical to provide funding for the design of a new water main on the Berlin Turnpike. The existing 20" concrete pipe must be replaced with a 16" ductile iron pipe to avoid catastrophic failure. Lenard Engineering has proposed a design to accomplish this task.

**Section 2:** To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 3/4/21
Comments:			

**Section 3:** Town Council action:**Section 4:** To be completed by Finance Department:

Budget Change # :	Budget Adj#	Approved by Town Meeting	Date approved:
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Agenda Item No. 5  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** March 5, 2021

**SUBJECT:** "An Ordinance Appropriating \$1,500,000 for Lighting Upgrades (2021) and Authorizing the Issue of Bonds of the Town to Meet Said Appropriation, and Pending the Issuance thereof, the Making of Temporary Borrowings for such Purpose".

**Summary of Agenda Item:**

The Facilities Department would like to take advantage of a rebate program being offered by Eversource to upgrade lights and related controls at the facilities that use the most electricity throughout town. The immediate focus will be on Berlin High School and McGee Middle School. However, the funding under this ordinance is anticipated to fund upgrades at the Library/Community Center and Town Hall as well.

Essentially, the project will utilize energy credits to lower the cost of the projects by approximately \$550,000. The full cost is appropriated to enter contracts prior to the application of the rebates, which are currently estimated. Eversource is further offering 0%, on-bill financing of the cost after rebates. Based on initial proposals, the cost is projected to be offset completely with energy savings at each building and the payback is four years or less. As a result, the project construction phase is not expected to include any cash outlay from the Town. The construction costs will be paid to the selected vendor by Eversource and recouped through the on-bill charges.

Because the project is financed with on-bill payments spread over a term of four years, a bond ordinance is necessary, but bonds are not expected to be issued. These items will be considered debt of the Town but through private placement financing.

**Action Needed:**

Move to authorize the Town Manager to retain the services of Joseph Fasi, LLC to prepare bond authorization documents for lighting upgrades, and authorize the Town Manager to schedule and advertise for a Public Hearing to be held April 6, 2021 at 7:00 p.m. on an ordinance entitled "An Ordinance appropriating \$1,500,000 for lighting upgrades (2021), and authorizing the issue of \$1,500,000 bonds to the Town to meet said appropriation and pending the issuance thereof, the making of temporary borrowings for such purpose".

**Attachments:**

None

**Prepared By:**

Kevin Delaney, Finance Director 

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** March 8, 2021  
**SUBJECT:** Authorization for the Town Manager to Apply for an AARP Community Challenge Grant

**Summary of Agenda Item:**

AARP has issued an invitation to submit applications for a Community Challenge Grant. This grant program provides small grants to fund "quick-action" projects that can help communities become more livable for people of all ages. Applications are being accepted for projects to improve housing, transportation, public space, technology ("smart cities"), civic engagement and more. A number of past grants in Connecticut have been made to support improvements to enhance public spaces. Staff requests that the Town Manager be authorized to apply for an AARP Community Challenge Grant in the amount of \$75,000 to create a recreation and fitness trail at Pistol Creek that will be accessible to people of a range of ages and abilities. This recreational/fitness trail will take advantage of the recently repaved trail sections and the new handicap accessible parking lot at Pistol Creek. In addition we request that if the grant is awarded, a match of \$7,500 from the Playground Equipment Account, account # 500.25.2545.0.54000.00722 be provided.


**Action Needed:**

Move authorized the Town Manager to apply for an AARP Community Challenge Grant in the amount of \$75,000 to create a recreation and fitness trail at Pistol Creek that will be accessible to people of a range of ages and abilities and to provide a \$7,500 match from the Playground Equipment account if the grant is awarded.

**Attachments:**

Sufficiency of funds.

**Prepared By:**

Jennifer Ochoa, Director of Community, Recreation and Parks Services  
Steven Woods, Public Grounds   
Jim Mahoney, Economic Development Coordinator



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 8-Mar-21

Purchase Item or Contract: Grounds		Requested by: Steve Wood	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	AARP Grant Local Share	\$7,500.00	\$7,500.00
			-
			-
			-
			-
TOTAL			\$7,500.00

Account No. 500.25.2545.0.54000.00722

Budgeted Amount.....	\$24,538.00	Available balance.....	\$24,538.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$7,500.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$17,038.00

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 \$ 107,000 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:** March 9, 2021

**SUBJECT:** Authorization for the Town Manager to Apply for a Brownfield Assessment Grants for the Connecticut Sand and Stone and Christian Lane Properties

**Summary of Agenda Item:**

The State of Connecticut has initiated a request for grant proposals for brownfield cleanup and assessment grants. Staff submitted pre-applications that were approved for two projects, assessment for the Connecticut Sand & Stone properties and assessments for a property on Christian Lane, Map 4-3, Block 81, Lot 3B. These properties are known to have environmental contamination and are both tax delinquent.

In a previous round, the Town received a \$100,000 Round Brownfield cleanup assessment grant for the Connecticut Sand & Stone properties, 303 New Britain Road, 0 New Britain Road Lot 21, 0 New Britain Road Lot 11A, and 0 Route 9 Lot 2A. The four parcels total 75.79 acres and are improved by a dilapidated industrial-style building of 12,200 square feet. Connecticut Sand and Stone Corporation has an agreement to sell the properties to Real Property Acquisition LLC (RPA), an entity created by and a subsidiary of Clean Earth Inc. (CEI). Therefore, the Town has been working on the project in cooperation with the property owner and CEI. Clean Earth's intent is to acquire the properties in order to fill the main sites to create an industrial park and to preserve a portion of the area as open space.

The properties are vacant and tax delinquent and one of the factors that may contribute to the tax delinquency is the environmental condition of the sites. The environmental conditions were assessed utilizing the original Brownfields grant and identified impacts to soil and groundwater above regulatory criteria. RPA is preparing a development plan for the site, conducting due diligence and working on permitting with respect to their planned reuse. The first step in the permitting process was an application to the Inland Wetlands and Watercourses Commission and this permit was granted with conditions on December 4, 2018. The Town Council approved extensions to the forbearance agreement with RPA and Connecticut Sand and Stone Corporation and the most recent extension extends to November 30, 2021 to allow them to continue its due diligence and permitting efforts. The Town Council also authorized the Town Manager to apply for supplemental grant funds.

In order for RPA to proceed with its plans to purchase the property and to satisfy a condition of the Town's Inland Wetland permit, it will need to enroll the property in a regulatory clean up program with the DEEP. Legislation now pending before the Connecticut General Assembly that

will create a pathway for RPA to register the site in a DEEP program and to develop the property including the use of treated soils. Based on the conclusions of the Town's environmental assessment and earlier reports, it was determined that the best regulatory program for 303 New Britain Avenue site would be the DEEP Brownfields Remediation and Revitalization Program (BRRP) because it would provide a reasonable path to facilitate transfer of ownership and confers third party liability relief. Prior to enrolling the site in the BRRP, additional investigations are required to be completed, particularly regarding groundwater and its potential impact to the Willow Brook. RPA has requested the Town's assistance with completing the groundwater investigation and has pledged to provide half of the funding as well as make the information available as part of the public record.

The development plan, following site preparation, would facilitate the construction of an industrial/commercial park located on the 25+/- acre property. The specific details regarding the size and location of each possible new building is currently in the conceptual phase. CEI will procure interest from perspective businesses following property acquisition and will finalize the design of the industrial park based on their needs.

The conceptual plan, as currently proposed by CEI, is anticipated to consist of five parcels ranging from +/- 2.4 acres to +/- 8.4 acres. New building construction would range in sizes from +/- 102,000 ft<sup>2</sup> to +/- 366,479 ft<sup>2</sup>. Additional considerations include a provision to access the Pan-Am short line rail traveling adjacent to the property. This provision would include the installation of a rail spur and could provide significant opportunities to businesses that require rail access.

The resulting outcome of this project is intended to further economic and community development through the beneficial development of a Brownfield to generate additional business and job creation for the Town.

Christian Lane, Map 4-3, Block 81, Lot 3B is an undeveloped parcel which was historically owned by the City of New Britain where sewage sludge was deposited on the site. This site is also known to be contaminated and is in need of additional environmental assessment in order to facilitate its reuse. The site was analyzed with assistance from the State of Connecticut's Special Contaminated Property Relief Program in the late 1990's and early 2000's. Last year, the Town engaged ALTA Environmental Corporation to review past reports and to recommend next steps.

ALTA's recommendations for next steps in managing this site include the following:

- Evaluate current methane concentrations and the potential for methane migration to off-site properties, and take appropriate follow-up actions if warranted;
- Assess the type and amount of non-sludge solid waste at the site;
- Evaluate the feasibility of developing the property under a scenario that would require little or no sludge relocation (e.g., with respect to foundation and pavement design);
- Evaluate the potential for relocating sludge on site, as needed to economically redevelop the site (e.g., with respect to relocating the sludge to the former sewage infiltration/evaporation beds, now apparently mapped as wetlands);

- Evaluate/confirm the feasibility of using a venting system beneath a new building at the site to prevent methane gas and sludge odors from entering the building, and to address these issues in new on-site utilities as warranted;
- Test the sludge using methods that could distinguish between petroleum and natural organic compounds.
- Re-test groundwater quality.
- Review the testing data related to changes in regulations and regulatory interpretations.

In order to advance the investigation of the environmental condition of the Connecticut Sand & Stone and Christian Lane properties, staff recommends that the Town Manager be authorized to apply for Connecticut Department of Economic and Community Development Brownfield assessment grants for both properties. No matching local grant funds are requested at this time and staff will return to the Town Council for authorization to enter into grant contracts, if any grant awards are offered to the Town.

**Action:**

Move to authorize the Town Manager to apply for Connecticut Department of Economic and Community Development Brownfields assessment grants in order to advance the investigation of the environmental condition of the Connecticut Sand & Stone and Christian Lane properties.

**Attachments:**

**Prepared By:**

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



Please return application to:  
Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

**TOWN OF BERLIN**  
**Application for Appointment to Boards and Commissions**

TOWN OF BERLIN  
21 FEB 2 AM 11:12

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

Please list your Board/Commission preference below:

1. Berlin Housing Authority

2. \_\_\_\_\_

Name: Michele Yarincik

Telephone No.: 860-644-6471

Home Address: 957 Chamberlain Hwy

(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 35

Email Address: myarincik@yahoo.com

Are you a Registered Voter? yes

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

Party Affiliation: Republican ✓

Educational Background (optional)

retired - former Berlin Board of Education employee

Present Employment (company/position)

Business Address

Current and Past Civic/Community Involvement: Current Berlin Housing Authority

Vice-chairwoman for 17 yrs.

Justice of the Peace for 17 years recently retired from position

Tell us why you feel qualified for this appointment: I have worked diligently to maintain our housing projects to the upmost quality of living for our tenants and I am currently working with the chairman to pursue another housing project in town.

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

no conflict of interest

Signature: M. Yarincik

Date: 1/28/2021

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



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

## TOWN OF BERLIN

### Application for Appointment to Boards and Commissions

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

Please list your Board/Commission preference below:

1. VNA Board (2nd Choice) 2. \_\_\_\_\_

Name: Peter Zarabozo Telephone No.: 203-715-7321

Home Address: 158 Ellwood Rd. Number of years in Berlin: ~1 year  
(Note: To apply, you must be a resident of Berlin)

Email Address: PeteZar33@gmail.com

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

Bachelor's & Master's in Nursing  
Educational Background (optional)

UConn Health - Registered Nurse  
Present Employment (company/position)

263 Farmington Ave Farmington, CT 06030  
Business Address

Current and Past Civic/Community Involvement: Current Alternate member of  
Planning / Zoning. Volunteer work with CT Forest &  
Park Association (CFPA).

Tell us why you feel qualified for this appointment: Registered Nurse for 10 years.

Experience in various fields of nursing including administration.

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

Signature: [Signature] Date: 02/27/21

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



## **TOWN MANAGER'S SUBMISSION**

# **TOWN OF BERLIN, CONNECTICUT FISCAL YEAR 2020-21 OPERATING AND CAPITAL BUDGETS & LONG-TERM FINANCIAL AND CAPITAL PLANS**

## EXECUTIVE SUMMARY

<u>Category Driver</u> <i>(in thousands)</i>	<u>Expenditure</u> <u>Increase</u>	<u>Revenue</u> <u>Offset</u>	<u>Net Tax</u> <u>Impact</u>	<u>Revenue Notes</u>
Interest Revenue	\$0	(\$445)	\$445	
Bond Premium	\$0	(\$250)	\$250	
Other Non-Tax Revenue Changes	\$0	\$13	(\$13)	
<b>REVENUE INCREASE/(DECREASE)</b>	<b>\$0</b>	<b>(\$682)</b>	<b>\$682</b>	
Board of Education Operations	\$2,118	\$0	\$2,118	
General Government Operations	\$1,246	\$288	\$958	(increase: Building, Golf, Contingency; reduction: VNA)
Non-BOE Schools Operations	\$111	\$0	\$111	
<b>OPERATING COST INCREASE/(DECREASE)</b>	<b>\$3,474</b>	<b>\$288</b>	<b>\$3,186</b>	
Capital	\$1,513	\$0	\$1,513	
Closed DB Pension	\$2,211	\$2,211	\$0	(Use savings to fund ADC)
Debt Service	(\$654)	(\$140)	(\$514)	(Late bond ordinance in FY21)
<b>NON-OPERATING COST INCREASE/(DECREASE)</b>	<b>\$3,069</b>	<b>\$2,071</b>	<b>\$999</b>	
<b>NON-TAX REVENUE INCREASE/(DECREASE)</b>	<b>(\$1,677)</b>	<b>(\$1,677)</b>	<b>\$0</b>	
<b>TOTAL TAX INCREASE/(DECREASE)</b>	<b>\$4,867</b>	<b>\$0</b>	<b>\$4,867</b>	

- Tax revenue to support the proposed fiscal year 2021-22 Town of Berlin budget will need to increase almost \$4.9 million.
- Growth in the grand list will mitigate some of this impact to existing taxpayers, but the required tax revenue will necessitate a mill rate of 35.53 (+1.60 mills).
- The major drivers (net of offsetting non-tax revenue) of the proposed increase are *(in thousands)*:
  - Board of Education operating costs (+\$2,118)
  - Capital expenditures (+\$1,513)
  - General Government operating costs (+\$958)
  - Revenue decline (+\$682)
  - Non-BOE Schools operating costs (+\$111)
  - Debt service (assuming no new debt issues affecting the FY22 budget) (-\$514)
- Revenue offset drivers are:
  - General Government Operations:
    - Assigned Fund Balance +\$200 for increased Contingency
    - Golf Course: +\$175
    - Building Inspections: +\$125
    - VNA: -\$212
  - Closed DB Pension: Assigned Fund Balance for the Actuarially Determined Contribution

# General Government

(including Berlin Water Control)

# Funding General Government Operations and Shared Costs with BOE

FY20 Actual Expenditures	FY21		FY21 Amended		FY22 Department		FY22 Manager		TM/ Original		TM/ Original	
	Budget		Budget		Budget		Budget		Chg		Chg	% Chg
General Government	\$3,951	\$4,526	\$4,923		\$5,126		\$5,107		\$581		\$581	12.8%
Wage Negotiation	\$0	\$113	\$88		\$149		\$149		\$37		\$37	32.7%
Community Development	\$780	\$988	\$988		\$1,156		\$1,156		\$167		\$167	16.9%
Public Safety	\$8,987	\$9,859	\$9,867		\$10,033		\$10,024		\$165		\$165	1.7%
Physical Services	\$7,457	\$7,874	\$7,878		\$8,023		\$8,023		\$149		\$149	1.9%
Parks, Recreation and Libraries	\$3,914	\$4,587	\$4,596		\$4,865		\$4,865		\$278		\$278	6.1%
Health and Human Services	\$2,393	\$2,729	\$2,735		\$2,598		\$2,598		(\$131)		(\$131)	-4.8%
TOWN OPERATIONS	\$27,482	\$30,676	\$31,075		\$31,951		\$31,922		\$1,246		\$1,246	4.1%

Schools (Departments 59 & 61)

\$2,963	\$4,488	\$4,489	\$4,599	\$4,599	\$111	2.5%
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(in thousands)

## FY22 General Gov't Operations Budget

	% of Total	
	Personnel	Operating
General Government	\$2,999	\$2,277
Community Development	\$1,018	\$138
Public Safety	\$8,958	\$1,075
Physical Services	\$3,784	\$4,239
Parks, Recreation and Libraries	\$3,385	\$1,481
Health and Human Services	\$2,140	\$458
TOTAL OPERATIONS	\$22,283	\$9,667

Schools (Departments 59 & 61)

\$2,359	\$2,240	51%	49%
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# General Government operating cost drivers...

- Contingency: +\$200k (assigning fund balance)
- Employee-related costs: +\$447k (1.2%)
  - Health insurance: +\$194k
    - 6.8% increase w/ Anthem renewal rates (received after TM budget submitted)
    - \$81,696 reduction from TM budget submission – action required by BOF
  - New position wages: +\$139k
    - 1 full-time, temporary & 5 part-time
    - Defunded 3 full-time & 1 part-time
    - Focus on Community Development & Social/Recreational efforts
    - \$71k of the increase completely offset by increased Building revenue
  - Existing wages net increase: +\$114k (0.67%)
- Electricity (schools & town): +\$78k
- Refuse Disposal: +\$54k
- Other costs increasing \$25k - \$50k each: +\$230k  
Legal, Tax refunds, operating materials, irrigation at Timberlin, Economic Development promotion, computer equipment and school security guards

# Capital Overview...

Berlin has considerable assets that require maintenance and periodic replacement.

- 37 bridges (5 replaced since 2012 & 8 more being rehabilitated or replaced)
- 110 miles of roads (5 mile/year repair/replacement strategy)
- 5 schools
- Town Hall
- Community Center/Library
- Senior Center
- Golf Course
- Animal Control
- Physical Services Complex (including recycling, salt building and garage)
- 15 Police patrols
- 13 Fire apparatus
- 120,025 item library collection
- 2,255 parks acreage
- 2,559 streetlights
- 2 swimming pools & 2 pool buildings
- 11 playgrounds
- 15 baseball/softball fields
- 11 soccer/football fields

# Capital Overview...

- Capital Budget:
  - Departments Requested = \$12.5 million
  - Proposing = \$1,513,000 (0.5% of major capital assets)
- Focus:
  - Public Safety:
    - Fire vehicles (final payment on 1<sup>st</sup>; 50% deposit on 2<sup>nd</sup>)
    - Fire rescue equipment (split cost over two years)
    - MDTs for Police cruisers
    - Fire alarm upgrade – Willard
    - School vans
    - Elevator at Town Hall
  - ADA – BOE & Town
  - Exterior repairs to Timberlin maintenance building
  - Diagnostic analyzer

# Capital...

Dept #	Dept	Description	Funding	TOTAL
31	Fire Department	Pumpers (final pmt for Sep 2020 vehicle)	GF	FY22 \$400,000
31	Fire Department	Squad Truck Pumper (50% downpayment)	GF	\$450,000
31	Fire Department	Rescue Tools (half per year over 2 years)	GF	\$25,000
31	Fire Department	Thermal Imaging Cameras (half per year over 2 years)	GF	\$37,500
31	Fire Department	Gas Meters (26 total - 13 each yr FY22 & FY23)	GF	\$35,000
31	Fire Department	AEDs (half per year over 2 years)	GF	\$17,500
32	Police Department	Mobile Data Terminals (MDT)	GF	\$60,000
35	Municipal Garage	Diagnostics Analyzer	GF	\$23,000
38	Public Buildings	ADA upgrades (townwide)	GF	\$25,000
38	Public Buildings	Modernize elevator @ Town Hall	GF	\$100,000
38	Public Buildings	Timberlin Maintenance Shop Exterior (roof only)	GF	\$30,000
61	Schools	Fire Alarm Upgrades - Willard	GF	\$150,000
61	Schools	Vans - capital	GF	\$110,000
61	Schools	ADA upgrades (districtwide)	GF	\$50,000
32	Police Department	Vehicle - Patrol Units - (\$50k/car w/equip; 5% incr. in out yrs)	Surplus	\$157,500
35	Municipal Garage	4 Post Vehicle Lift	Surplus	\$55,000
35	Municipal Garage	Pool Cars	Surplus	\$22,000
38	Public Buildings	Exterior repairs to Art League Building	Surplus	\$25,000
38	Public Buildings	Denning Road House (Mobile Home caretakers house)	Surplus	\$50,000
38	Public Buildings	Facilities - Van	Surplus	\$30,000
43	Golf Course	Used pickup truck	Surplus	\$25,000
45	Public Grounds	Service Trucks	Surplus	\$65,000
61	Schools	McGee Library Media Center (Lighting)	Surplus	\$62,000
61	Schools	Hubbard Elementary School (Lighting)	Surplus	\$30,000
61	Schools	Floor Tiles (Griswold, Hubbard, Willard)	Surplus	\$75,000
TOTAL				\$1,513,000
GF				\$404,500
Surplus				\$2,117,500
TOTAL				\$0
GF				\$0
Surplus				\$1,822,500
TOTAL				\$568,000
GF				\$90,000
Surplus				\$0
TOTAL				\$477,000
GF				\$0
Surplus				\$477,000

## LONG-TERM (General Obligation) BONDS

The Town has issued bonds to fund many large projects/purchases. Below is list of the outstanding principal & interest balance of existing General Obligation debt

	May-13	May-14	May-15	May-16	May 2016 Ref	May-17	Jun-19	Jun-20	TOTAL
	2013	2014	2015	2016	2016 Ref	2017	2019	2020	
FY2022	505,000	1,005,000	725,000	1,030,000	1,445,000	450,000	700,000	420,000	6,280,000
FY2023	505,000	1,000,000	725,000	1,030,000	1,490,000	450,000	700,000	420,000	6,320,000
FY2024	505,000	1,000,000	725,000	1,030,000	1,530,000	450,000	700,000	420,000	6,360,000
FY2025	505,000	995,000	725,000	1,030,000	1,560,000	450,000	700,000	420,000	6,385,000
FY2026	500,000	995,000	725,000	1,030,000	1,340,000	450,000	650,000	420,000	6,110,000
FY2027	500,000	995,000	725,000	810,000		445,000	550,000	420,000	4,445,000
FY2028	495,000	995,000	720,000	810,000		445,000	550,000	420,000	4,435,000
FY2029	385,000	995,000	720,000	805,000		80,000	550,000	420,000	3,955,000
FY2030	385,000	865,000	720,000	805,000		80,000		420,000	3,275,000
FY2031	385,000	865,000	720,000	805,000				420,000	3,195,000
FY2032	385,000	865,000	720,000	690,000					2,660,000
FY2033	385,000	865,000	715,000	690,000					2,655,000
FY2034		865,000	715,000	685,000					2,265,000
FY2035			715,000	685,000					1,400,000
FY2036				685,000					685,000
TOTAL	5,440,000	12,305,000	10,095,000	12,620,000	7,365,000	3,300,000	5,100,000	4,200,000	60,425,000

	May-13	May-14	May-15	May-16	May 2016 Ref	May-17	Jun-19	Jun-20	TOTAL
FY2022	146,838	411,694	292,794	353,581	232,200	75,981	157,000	174,300	1,844,388
FY2023	131,688	361,569	263,794	312,381	166,050	64,169	129,000	153,300	1,581,950
FY2024	116,538	311,569	242,044	271,181	113,500	51,794	101,000	132,300	1,339,925
FY2025	103,281	271,644	225,638	229,981	82,600	39,419	73,000	111,300	1,137,863
FY2026	91,350	241,794	209,872	199,081	33,500	28,169	46,000	90,300	940,066
FY2027	78,850	211,944	190,388	180,581		18,941	27,500	69,300	777,603
FY2028	65,175	182,094	168,713	164,481		9,206	16,500	48,300	654,469
FY2029	51,975	152,244	147,113	148,331		3,200	5,500	31,500	539,863
FY2030	40,425	124,344	125,513	131,225		1,100	-	18,900	441,506
FY2031	28,875	97,853	103,463	112,609				6,300	349,100
FY2032	17,325	70,822	80,963	92,700					261,809
FY2033	5,775	43,250	58,094	72,000					179,119
FY2034		14,597	34,856	51,375					100,828
FY2035			11,619	30,825					42,444
FY2036				10,275					10,275
TOTAL	878,094	2,495,416	2,155,859	2,360,710	627,850	291,978	555,500	835,800	10,201,207

	May-13	May-14	May-15	May-16	May 2016 Ref	May-17	Jun-19	Jun-20	TOTAL ISSUED
FY2022	651,838	1,416,694	1,017,794	1,383,581	1,677,200	525,981	857,000	594,300	8,124,388
FY2023	636,688	1,361,569	988,794	1,342,381	1,656,050	514,169	829,000	573,300	7,901,950
FY2024	621,538	1,311,569	967,044	1,301,181	1,643,500	501,794	801,000	552,300	7,699,925
FY2025	608,281	1,266,644	951,638	1,259,981	1,642,600	489,419	773,000	531,300	7,522,863
FY2026	591,350	1,236,794	934,872	1,229,081	1,373,500	478,169	696,000	510,300	7,050,066
FY2027	578,850	1,206,944	915,388	990,681	-	463,941	577,500	489,300	5,222,603
FY2028	560,175	1,177,094	888,713	974,481	-	454,206	566,500	468,300	5,089,469
FY2029	436,975	1,147,244	867,113	953,331	-	83,200	555,500	451,500	4,494,863
FY2030	425,425	989,344	845,513	936,225	-	81,100	-	438,900	3,716,506
FY2031	413,875	962,853	823,463	917,609	-	-	-	426,300	3,544,100
FY2032	402,325	935,822	800,963	782,700	-	-	-	-	2,921,809
FY2033	390,775	908,250	773,094	762,000	-	-	-	-	2,834,119
FY2034	-	879,597	749,856	736,375	-	-	-	-	2,365,828
FY2035	-	-	726,619	715,825	-	-	-	-	1,442,444
FY2036	-	-	-	695,275	-	-	-	-	695,275
TOTAL	6,318,094	14,800,416	12,250,859	14,980,710	7,992,850	3,591,978	5,655,500	5,035,800	70,626,207

The Town Council will meet remotely. Due to the COVID-19 pandemic and in accordance with applicable Executive Orders by Governor Lamont, no one 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:

[Join meeting](#)

<https://townofberlin.my.webex.com/townofberlin.my/j.php?MTID=md36ee67eec9ca404c0bab2edfe6abd30>

Join by meeting number

Meeting number (access code): 132 938 0891

Meeting password: Council (2686245 from phones and video systems)

Tap to join from a mobile device (attendees only)

+1-408-418-9388,1329380891#2686245# United States Toll

Join by phone

+1-408-418-9388 United States Toll

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, March 2, 2021  
Remote Meeting  
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: Accept monetary donations totaling \$74.85 for the Berlin Peck Memorial Library and deposit \$74.85 into the digital media lab account and move to accept the donation of DVDs with an estimated value of \$206.91 to be added to the appropriate department collections. – Berlin-Peck Memorial Library**
2. **Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 10.00 and items valued at \$ 59.19. – Animal Control**
3. **Topic re: Approve Berlin Volunteer Fire Department to be able to sell food and beverages and charge an entry fee at their Annual Auto Rama and Touch a Truck event at Sage Park on Saturday, May 29, 2021 from 6:00 AM to 4:00 PM. The rain date is Sunday, May 30, 2021. – Parks and Recreation**
4. **Topic re: Approve Berlin High School to be able to sell food, beverages and charge an entrance fee of \$250 per team for the Lineman Challenge Camp/Competition on Saturday, July 10, 2021 at Sage Park; Scalise Field and Sage Auxiliary Field from 7:00AM to 3:00PM. – Parks and Recreation**
5. **Topic re: Accept the donation of \$485 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department**
6. **Topic re: Accept the donation of \$25.00 and appropriate the funds to the Police Peer Support Program Expenditure Account. – Police Department**
7. **Topic re: Authorize Town Manager Aroscha Jayawickrema to apply for the Historic Documents Preservation Grant for the 2022 Targeted Grant in the amount of \$5,500. Upon receipt grant funds are to be deposited into the Special Grant Fund account. – Town Clerk**

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: Approve a lease agreement between the Town of Berlin, Berlin Board of Education and Meriden- Berlin- New Britain YMCA and authorize the Town Manager, Arosha Jayawickrema, and Superintendent of Schools, Brian Benigni, to sign all necessary documents for the use of the YMCA Building on Main Street for the Berlin Transition Academy, in Lieu of Space at Berlin High School for the YMCA daycare program, pending review and approval of the lease agreement by Corporation Counsel and review and approval of all local codes related to modifications at Berlin High School. - Board of Education**

Superintendent of Schools Brian Benigni explained that the Berlin Transition Academy (the Academy) is a program for students who have already graduated from high school but by law are required to be provided with life skills education until they are 22 years old. There are currently 11 students in the program, and it will be expanding next year with the addition of 15 students from Cromwell. The program has been located in the rear portion of the YMCA Building on Main Street but recently the Board of Education (BOE) was notified that the YMCA will be taking their space back for a preschool and daycare that is currently housed on the Chamberlain Highway.

Currently, the high school offers a child development class which allows students to strengthen their child-care skills. The BOE is proposing a lease agreement with the YMCA which would allow them the use of classrooms within the high school for child-care use in exchange for full use of the building on Main Street for the Academy. Superintendent Benigni added that Assistant Superintendent for Curriculum and Instruction Erin McGurk fully supports the use of the high school for child-care from a curriculum standpoint, allowing the high school students to work with the children while providing a larger space for the Academy to accommodate the additional participants from Cromwell.

Linda Holian, Director of Pupil Personnel Services stated that due to the planned increase in students in the Academy next year they would have needed to ask the YMCA for additional space in the Main Street building. The entire building consists of a front office, two front classrooms, a utility space and the current Academy space in the rear.

Jeff Cugno, Director of Business Operations for the Board of Education, added that the ability to barter space that is currently available for use in the high school in exchange for full use of the Main Street building is a perfect marriage. The BOE has had a partnership with the YMCA for a number of years with after school daycare and summer programs that has worked out well. What could have been a very complicated situation can be a very smooth one with this agreement.

Mayor Kaczynski stated that he is very concerned with several issues in regard to a daycare being housed at the high school including COVID-19, safety, security and liability. There is also concern regarding the reimbursement from the State and the uses stated for the school. The Mayor added that he and the Town Manager only became aware of the situation when the BOE applied for building permits last week. When asked when the BOE became aware of the loss of space in the YMCA building, Mr. Benigni stated it was about three months ago. Mayor Kaczynski stated that this idea of a daycare at the high school should have been vetted much earlier.

Town Attorney Jeffrey Donofrio addressed the State grant issue. Connecticut General Statute 10-283 primarily deals with the school construction process. After the project is accepted as complete by the BOE a final grant application is filed and the State does an audit. One thing the State can

look at under §10-283 3a, is any portion of the project funded with State grant dollars that is redirected for another use other than that which the grant application provided for. The possibility is there that when the State does an audit and finds a portion of a project that they funded with a grant has been repurposed, they can request that a portion of that grant be refunded by the town. If this has not been looked at by the BOE it should be reviewed and discussed with the State. Attorney Donofrio added that he has experience with school construction work and the direction that the Connecticut Public School Construction Grant Program is going with in terms of reimbursement is to find more and more costs ineligible.

Attorney Donofrio added that in regard to security issues, Public Act 13-3 which came after Sandy Hook, requires every school district for every school facility have a safety and security plan on an individual school basis. If a third party is going to lease space within a school facility, that needs to be accounted for in the safety and security plan. Attorney Donofrio stated that he has not been given a copy of the proposed lease agreement and that should be given to him to review.

Superintendent Benigni stated that if the Town Council feels this is not something to move forward with, the BOE will need to find another building to lease for the Academy program and incur the cost associated with that. The thought behind this idea was to not incur that cost and to meet the curriculum needs of the high school with the childcare program and provide daycare within the building for teachers and town residents that would benefit from the security provided at the high school. If there are these areas of concern, as mentioned, for the Town then the BOE will look to find another area to rent or lease.

Mayor Kaczynski added that he is also concerned with the possibility of up to 60 young children being dropped at the high school, along with the possibility of the Senior Center being built across the street, would add additional traffic to the area.

Councilor Angelico-Stetson inquired if a separate entrance for the daycare. Mr. Benigni stated that the YMCA is agreeable to whatever plan is put into place and there are logistical things to deal with.

Mayor Kaczynski stated he is also concerned with the possibility of the loss of reimbursement from the State for the high school project. He agrees that accommodating the Academy students should be number one, but the unanswered questions regarding housing the daycare in the high school need to be addressed before moving forward.

Councilor Angelico-Stetson added that the Academy is a great program and inquired about when they would need to vacate the YMCA space. Mr. Benigni stated they were originally told that the YMCA would need the space back on March 1<sup>st</sup> which is why the BOE was trying to expedite things. They were unaware that the project would need to go to the Town which is why there was a rush to get this on the agenda tonight. Typically, renovations to school space for special programs are done through Facilities Director Doug Solek and a plan was drafted but because it was an outside agency that would be using the space the Health Department would need to give approval because it would be licensed by the State as a daycare.

Mr. Cugno stated that he appreciated the points brought up during tonight's discussion. He added that the logistics regarding the daycare at the high school had been reviewed with the school security

director. The lease agreements that the BOE currently has are drafts and he will forward them to Attorney Donofrio.

Julia Dennis, Chairperson of the Board of Education, appreciates the feedback received tonight from the Council and stated that the BOE had similar questions and concerns when the topic was discussed at a recent meeting. She added that moving the Academy from the high school to its current location within the YMCA building was very important to give the students access to services such as bus lines and local businesses in the area. Therefore, moving the program back into the high school is not a good option.

Mayor Kaczynski suggests the next steps for the BOE are to quickly look for a new space for the Academy, forwarding the lease agreement to Corporation Counsel and taking a closer look at the State Statute in question. He is also concerned about the safety issue of babies and young children within the high school and would like to see more information on that issue.

NO ACTION TAKEN

2. **Topic re: Authorize the Town Manger to engage Housing Enterprises, Inc. of Enfield, CT for consultant services to apply and administer a Small Cities Grant for the Berlin Housing Authority on behalf of the Town of Berlin and to set a Public Hearing to discuss and to solicit citizen input on the 2021 Small Cities Community Development Program application for a future date. - Housing Authority**

Housing Authority Chairman Joe Bajorski stated that he is requesting the appointment of a Community Development Block Grant consultant for the Knights of Columbus property housing development. The Berlin Housing Authority, through their agents, is recommending that Housing Enterprises, Inc be hired. They feel Housing Enterprises has more experience in property development when it comes to Community Development Block Grants.

Last week the Department of Housing stated that the funding round for 2021 will be announced on March 30, 2021. The grant application target date is June 18, 2021.

Town Manager Jayawickrema stated that the purchase option for the property expires on March 31<sup>st</sup> so that will need to come back to the Council to extend the date. He added that there is a \$3,000 payment required to the consultant to work on the grant. The grant funds will pay for that fee, but if the grant isn't received, which is highly unlikely, the Housing Authority will cover that expense.

Councilor Luddy moved to authorize the Town Manger to engage Housing Enterprises, Inc. of Enfield, CT for consultant services to apply and administer a Small Cities Grant for the Berlin Housing Authority on behalf of the Town of Berlin and to set a Public Hearing to discuss and to solicit citizen input on the 2021 Small Cities Community Development Program application for a future date.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

- 3. Topic re: Revise the current Town Council Policy entitled "Mailbox Damage by Town Snowplows" established December 16, 1997 (and revised February 2, 2021) to provide monetary reimbursement of \$50.00 per mailbox and/or \$50 per post (totaling a maximum of \$100.00 reimbursement) which must be reported within 45 days of the damage being inflicted. – Public Works**

Public Works Director Mike Ahern stated that the current Mailbox Damage policy, which was recently revised, was discussed at the previous Town Council meeting. He has rewritten the policy to increase the mailbox and post reimbursement amount per the Council's request.

The Town Council had also requested information on surrounding towns' policies. That information is being compiled and will be forwarded to the Town Manager and Town Council when available.

Mayor Kaczynski stated that he feels the \$100 total possible reimbursement is fair. Councilor Veach agreed.

Councilor Urrunaga stated that he researched the price of a new mailbox, post and cement and found the cost to be approximately \$66. He added that the policy change was only made a short time ago to \$75. Mayor Kaczynski stated that he had received calls from residents whose mailboxes had been damaged, particularly seniors who would have to hire someone to replace the damaged items. He thought the \$100 would help cover some of the installation costs.

Mr. Ahern added that number of requests for mailbox damage reimbursement is not budget-breaking and he feels that increasing the amount to \$100 now will allow the policy to stay in place for a number of years as the previous policy had since 1997.

Councilor Angelico-Stetson questioned how many complaints had been received about the reimbursement amount. Mayor Kaczynski stated he had received three, while Public Works has received three or four. The Councilor stated that she did not think that number was large enough to justify raising the amount to \$100.

Councilor Rosso urged the Council to leave it at \$75.

Town Manager Jayawickrema suggested waiting until the information is received from surrounding towns regarding their policies. The Mayor and Council agreed.

NO ACTION TAKEN

- 4. Topic re: Waive the Town's bidding process and to authorize the Town Manager to enter into a contract amendment with WMC Consulting Engineers for \$14,000 from the Farmington Ave Development Non-Grant account to complete construction administration services for the Boulevard project, as this is in the best interest of the Town. – Economic Development**

Public Works Director Ahern stated that WMC Consulting Engineers (WMC) designed the boulevard to the train station and they were also in charge of construction administration. With this project there were a number of different funding avenues, environmental issues and the issue with the DOT not allowing the park closest to the train station to be built until two and a half months into

the process so there were a number of items WMC had to do that are not necessarily part of a standard project.

The original contract with WMC was for \$100,000 and they have requested a \$14,000 increase to their construction administration contract to close out the project, send all required reports to the State agencies that have funded this project, and provide the Town with a close out report.

Councilor Luddy moved to waive the Town's bidding process and to authorize the Town Manager to enter into a contract amendment with WMC Consulting Engineers for \$14,000 from the Farmington Ave Development Non-Grant account to complete construction administration services for the Boulevard project, as this is in the best interest of the Town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

- 5. Topic re: Refer the final report of Commissioning, Balancing & Temperature Control work related to the State of Connecticut Guidance for School Systems for the operation of Central and non- Central Ventilation Systems during the COVID-19 Pandemic Memo from Sustainable Engineering Solutions, LLC. of Berlin, CT to the Public Building Commission for its review and recommendations. – Facilities**

Facilities Director Doug Solek stated that this is a follow up to the State Department of Health recommendations and guidelines for returning to school. Reports for all five schools have been completed. The Public Building Commission (PBC) has been working on elementary school HVAC renovations so the thought was it would be best to refer the report to the PBC for their review and recommendations of options for temporary solutions to assist with COVID-19 concerns.

Mr. Solek added that there are recommendations within the report to address air quality concerns in the interim until the HVAC renovations take place. He is hoping that with the PBCs guidance they can vet out those recommendations.

Councilor Luddy moved to refer the final report of Commissioning, Balancing & Temperature Control work related to the State of Connecticut Guidance for School Systems for the operation of Central and non- Central Ventilation Systems during the COVID-19 Pandemic Memo from Sustainable Engineering Solutions, LLC. of Berlin, CT to the Public Building Commission for its review and recommendations.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

- 6. Topic re: Approve the resolution making certain findings with respect to completed capital projects and repealing remaining authorized but unissued debt and expenditure authority for such projects. – Finance**

Finance Director Kevin Delaney stated that this process is done every year. All of the authorized but unissued debt is looked at, and where the project has been completed and the debt is no longer

necessary for its intended purpose the Town Council is asked to deauthorize the debt. There are three projects that have been completed and they are the Railroad Pond Dam project, Scalise Field improvements and the School Security Vestibules project.

This process is viewed favorably by the rating agencies as a pro-active measure to manage debt and give those agencies confidence that the town is continuing to look at its' debt position.

Councilor Luddy moved to approve the resolution making certain findings with respect to completed capital projects and repealing remaining authorized but unissued debt and expenditure authority for such projects.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

## **7. Topic re: Police Tier II Defined Benefit Plan Update – Finance**

Finance Director Delaney stated that at the request of the Town Council he worked with the Town's actuary to develop a Tier II Defined Benefit (DB) Plan for existing and new police officers. The actuaries have had experience with other towns that had sunsetted their DB plan and then resurrected that plan.

The Tier II plan was discussed at the December Board of Finance (BOF) meeting as DB plans can have a substantial budget impact. The BOF expressed concerns regarding the financing of this plan as the current DB liability is being funded with savings and adding a new liability at a time when the community has expressed an interest in keeping taxes down.

Mr. Delaney worked with the actuaries to develop a budget neutral approach. Based on current balances the idea would be that current Defined Contribution (DC) balances of members would be used to fund the seed money for a new Tier II DB Plan. The contributions would remain reasonably consistent with the current budget. The amount the actuaries determined was 1.5% x the 3-year average annual earnings x years of service which assumes a 30-year work period and assumes all the assets would move.

This proposal was presented to the Police union for consideration and they expressed some concerns with the plan. One major item is that it is unlikely that all of the existing DC members will convert to the DB plan, as a number of officers have retired from other communities and are already receiving benefits from a DB plan. There is also concern that some members have higher DC balances than others and would essentially be subsidizing others. Also, the 30-year work period is considered too long for a retirement period for a police officer and that the proposed payout at 1.5% is very low.

The Town committed to going back to the actuaries look at a plan that would fund 2% a year and allow individual members to make an assessment on their buy-in amount based on years of service. In the short-term, figuring all members joining in, the cost to the Town would be between \$75,000 and \$130,000 per year. That number would grow over time because there are still eight members in the DB plan, and once they retire there will be replaced by individuals who will have the opportunity to join the new plan. Also, members salaries will increase as the members remain with the Police

force. Additional costs, beyond what is already in the budget for FY 2022, would grow in excess of \$200,000.

In a DB plan the Town is ensuring a benefit at retirement which is a liability to the Town. If the assets contributed by the Town every year are not sufficient, the Town is responsible for filling in the gap as plan members are guaranteed a payout amount.

At this point direction is requested from Town Council as to whether they should continue in this direction with this plan. There is a cost associated for the actuary's services and moving forward could include incurring attorney's fees.

Police Union President John Flynn stated that having an open dialogue on this matter is important as the current plan that is in place is not helping the Police department retain officers. They are open to hearing about other plan ideas and continuing the discussion.

Mayor Kaczynski stated that there is some fear in returning to a DB plan due to the previous plan's issue, but at the same time the Town knows that officers leaving the force after a short time is of no benefit as there are costs incurred in the training process for new officers.

The Mayor added that maybe there is a tiered DC program or even a hybrid program that can be considered. He stated that the Federal government switched to a hybrid program for law enforcement in 1984. Mr. Delaney stated that these are ideas they can discuss with the actuary.

Town Manager Jayawickrema suggested that as the years of service of an officer go up the Town contributes more to their DC plan. That way at the beginning of each budget cycle the Town knows exactly what needs to be funded in the plan.

Mayor Kaczynski suggested that the next step be to have the Finance Director talk to the police union about a tiered DC plan or a hybrid plan and provide the actuaries with specific direction on what plans to investigate.

Discussion will be held again on the subject at a future Town Council meeting.

NO ACTION TAKEN

- 8. Topic re: Appropriate \$15,400 from the State/Federal Grants revenue account to the Regional Health Services expenditure account to remit a portion of Coronavirus Relief Funds the Town received in December 2020 in accordance with the State of CT Office of Policy and Management direction, pending approval by the Board of Finance. – Town Manager**

In December 2020 the State of Connecticut distributed Coronavirus Relief Funds (CRF) to all municipalities based on a population formula. Local health districts were asked to work with their municipalities to get reimbursed for expenses they incurred. The Central Connecticut Health District (CCHD) has reached out to Berlin with a request for 10% of the \$154,817 the Town received, and they have provided an explanation of their COVID-19 expenses. The Town Council needs to appropriate those funds to pay CCHD before the transfer goes to the Board of Finance for their approval as well.

Councilor Luddy moved to appropriate \$15,400 from the State/Federal Grants revenue account to the Regional Health Services expenditure account to remit a portion of Coronavirus Relief Funds the Town received in December 2020 in accordance with the State of CT Office of Policy and Management direction, pending approval by the Board of Finance.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

#### **H. TOWN MANAGER'S REPORT:**

- The Town Council should have received an electronic copy of the Town Manager's budget. A hard copy has also been mailed out. Tomorrow the Town and Board of Education budgets will be presented to the Board of Finance. All department heads have been asked to join in by video.

The Board of Finance has Budget Workshops scheduled for March 10<sup>th</sup> and 17<sup>th</sup> to work on the submitted budgets and to develop a completed budget to present on March 30<sup>th</sup>.

- At the request of Councilor Angelico-Stetson, the Town Manager has compiled a list of discussions within various board and commission meetings regarding leash and off-leash topics going back to 2008 and that has been given to Council members tonight. He reminded the Council that another Ordinance Committee meeting will need to be held after the snow melts so people can visit the proposed leash-free area at Bicentennial Park.
- Eversource and some other companies have approached the Town with monies that are available for energy saving initiatives with up to \$1,000,000 available. The Town Manager, Finance Director and Facilities Director have discussed perusing this program to replace light fixtures and controls in the high school, middle school and perhaps other Town buildings.

A Bond Ordinance must be in place before moving forward with the project and that will be brought forward at the next Council meeting. An RFP will be put out to hire a contractor that will work with Eversource and the Town for the installation of these fixtures.

- The Town Manager has been working with the Public Works Director on a project called StreetScan which is used by a number of Connecticut municipalities. It uses GIS technology to map roads and sidewalks and plots the information on a graph to provide information so the town can plan maintenance activities. This information can be posted on the Town's website for the residents' information. He would like the vendor to provide a short presentation to the Town Council in the near future.
- The Town Manager has been looking into mobile technology for the Town. This would include information that can be shared via push notifications along with obtaining information about the Town on a mobile device via an app. He has been working with the current website provider to turn on Google analytics which tracks what visitors to the website search for in order to design a website that is more user friendly.

#### **I. SPECIAL COMMITTEE REPORTS:**

The Town Manager is tentatively scheduling another joint meeting with the Golf Commission on Thursday March 11<sup>th</sup> at 6:00 p.m. He has requested that pros and cons of outsourcing be sent to him and he has been doing research with the Town Clerk on any restrictions that might exist on the sale of the property. Councilor Luddy has provided information to the Town Council and Golf Commission on a group that can evaluate the golf program for the Town, and he will look into them providing a presentation at the next meeting.

**J. COUNCILORS' COMMUNICATION:**

Councilor Urrunaga inquired about providing recommendations to the Board of Finance regarding the budget. Finance Director Delaney stated that the Chairman of the Board of Finance has said that he plans to solicit input from Council members asking each to send comments, concerns and constructive feedback to him and he will provide that information to the Board.

Mayor Kaczynski stated that there had been an article in the paper recently regarding the proposed Mansion Tax which would assess an additional tax on homes with an assessed value of \$300,000 or more. The article stated almost 2,900 properties in Berlin would fall into this category but in speaking with the Assessor that number is actually 522 properties.

Mayor Kaczynski added that Congressman John Larson sent information to the Town regarding the American Rescue Plan which is the latest COVID funding bill which has passed the House. If it does pass the Senate in its current form Berlin is slated to receive municipal aid of \$2,017,705 and local education aid of \$866,000.

**K. ACCEPTANCE OF MINUTES: February 16, 2021**

Councilor Luddy moved to accept the Minutes of the February 16, 2021 Town Council Meeting.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**L. ADJOURNMENT**

Councilor Luddy moved to adjourn at 9:08 p.m.

Seconded by Councilor Rosso.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Town Clerk