

The Town Council will meet in the Town Council Chambers. 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 Zoom Meeting

<https://town-berlin-ct-us.zoom.us/j/93236211233?pwd=Y3JjRHhCR09PTVJpaS9hcnFyU0FiQT09>

Meeting ID: 932 3621 1233

Passcode: 188160

By Phone: 1 929 205 6099

TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, May 4, 2021  
Remote Meeting/Town Council Chambers (Council)  
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. RECOGNITION – Police “Employee of the Quarter” – Officer Dave Rohon

F. MEETING AGENDA

G. CONSENT AGENDA:

1. Topic re: Accept a donation from the Timberlin Men’s Golf Club in the amount of fifteen-hundred-dollars (\$1,500.00) and appropriate the donation into the Timberlin Golf Course 50<sup>th</sup> Anniversary Celebration account. – Golf Course
2. Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize during the Greater New Britain Chamber 22<sup>nd</sup> Annual Golf Outing. Total value of the donation is \$244. – Golf Course
3. Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize during the Hungerford Nature Center’s 21<sup>st</sup> Anniversary auction. Total value of the donation is \$244. – Golf Course

4. Topic re: Approve and appropriate a three-thousand-dollar (\$3,000.00) donation from the Timberlin Men's Golf Club for deposit into the Timberlin Golf Club Donation Account. These funds are to be used exclusively for/by Timberlin Golf Club. – Golf Course
5. Topic re: Accept monetary donations totaling \$ 350.77 for the Berlin Peck Memorial Library and deposit \$316.00 into the library agency account to be used to purchase adult programs and books and deposit \$34.77 in the friends of the library miscellaneous account to be used to purchase two books in Helen's name in honor of her retirement. – Berlin-Peck Memorial Library
6. Topic re: Accept the donations of \$125.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department

H. NEW BUSINESS:

1. Topic re: Police update on motor vehicle thefts and larcenies from motor vehicles. – Police Department
2. Topic re: Transfer \$11,000 from the Townwide Repairs account and \$10,000 from the Dam EAP account to the Transfer to Other Funds account, all in the General Fund, to fund Scalise Field restroom renovations, pending approval by the Board of Finance. – Finance
3. Topic re: Waive the Town's bidding procedures for Dunning Sand & Gravel to provide the topsoil required for the project on Holes 5 and 6 and the sand required for day-to-day operations at Timberlin Golf Course for amount not to exceed \$17,750.00, as this is in the best interest of the Town. – Golf Course
4. Topic re: Approve the Budget transfer of \$15,000 from the Golf Course "Tractor Backhoe" account to 500 Account labeled "Parts" providing funding to rebuild the current Golf Course Backhoe and approve the Reallocation of funds originally earmarked for the purchase of a backhoe to purchase necessary parts and labor to rebuild a backhoe for Timberlin Golf Course in amount not to exceed \$15,000.00. – Municipal Garage
5. Topic re: Authorize the Town Manager to enter into a contract amendment with WMC Consulting Engineers for peer review services related to the 404 Berlin Turnpike project in an amount not to exceed \$11,250 to be paid from the Due To BT 2008 LLC account. -Economic Development/Planning and Zoning
6. Topic re: Authorize the Town Manager to execute an agreement entitled "First Amendment to Acceptable Recyclables Processing Agreement" between Bristol Resource Recovery Facility Operating Committee and the Town of Berlin and Murphy Road Recycling, LLC. – Public Works
7. Topic re: Utilize the Connecticut DAS Contract #20PSX0137 to purchase the necessary concrete catch basin materials for an amount of \$40,000.00 per fiscal year, or beyond, if the contract is extended by the State of Connecticut. – Public Works
8. Topic re: Authorize the Town Manager to enter into a unit price contract to purchase Asphalt Pavement Crack Filling Services (utilizing CRCOG Contract #708) with the most cost-effective and qualified contractor. – Public Works

9. Topic re: Approve utilizing the State of Connecticut Department of Administrative Services Contract Numbers: 18PSX0190, 19PSX0261, and 20PSX0167 for the 2021 and 2022 Construction Seasons for the purpose of reconstructing and paving roadways. – Public Works
  10. Topic re: Approve utilizing the State of Connecticut Department of Administrative Services Contract Numbers 18PSX0311 and 20PSX0115 for road construction materials through the stated contract dates, or beyond, if the contract is extended by the State of Connecticut. – Public Works
  11. Topic re: Authorize the Town Manager to enter into a unit price contract to purchase street line painting services (utilizing CRCOG Contract #713) with the most cost- effective and qualified Contractor. – Public Works
  12. Topic re: Results of the Budget Referendum and the insertion of the Pie Chart into the Tax Bills for July 2021. – Town Clerk
  13. Topic re: Authorize the Town Manager to execute the application of a tenant residing at the Town’s Mobile Home Park for the UniteCT Program Participation Agreement and waive 15% of the rental income for a period of six months or a total of \$270.00. – Town Manager
- I. TOWN MANAGER’S REPORT:
  - J. SPECIAL COMMITTEE REPORTS:
  - K. COUNCILORS’ COMMUNICATION:
  - L. ACCEPTANCE OF MINUTES: April 20, 2021
  - M. ADJOURNMENT

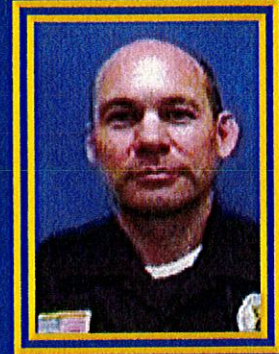


# BEST PROGRAM

## EMPLOYEE OF THE QUARTER

### OFFICER DAVE ROHON

We are proud to announce that Officer Dave Rohon has been selected as the program's first "Employee of the Quarter," and it is well deserved. Officer Rohon demonstrated everything we expect of our officers, including efforts to reduce crime & traffic crashes, community engagement, and officer safety and wellness.



Officer Dave Rohon has been with the Berlin Police Department for almost seven years. He came to us after serving twenty-one years with the New Britain Police Department and retired holding the rank of sergeant. Officer Rohon has extensive experience as an investigator. During his career with New Britain he worked as detective and later supervised their Detective Bureau. Officer Rohon recently completed a four-year assignment as an acting detective in Berlin and is currently assigned to our Operations Division. Outlined below is some of the notable work Officer Rohon was involved with during the first quarter of 2021.

While assisting the CT State Police with a call on route 9, Officer Rohon was assaulted by an offender suspected of being under the influence of drugs (PCP). Officer Rohon used appropriate force (OC spray) to control the non-compliant individual and did so without causing injury to himself, the offender, or other officers that were present. Subsequent to the arrest, the offender proceeded to throw blood at Officer Rohon while he tried to finish the arrest process. During the entire encounter, and under extremely difficult circumstances, Officer Rohon handled himself like a true professional.

Officer Rohon investigated a call involving a victim who had a knife held to their neck by a masked offender. Officer Rohon's work on the case led to the arrest of the offender for charges that included reckless endangerment and possession of a dangerous weapon.

Officer Rohon was assigned to investigate a loud noise complaint that was emanating from a group of kids outside on a cul de sac. Officer Rohon turned the encounter into a positive one, tossing around the football and letting them take some pictures near his police cruiser.

*Consent*  
Agenda Item No. 1  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 25, 2021  
**SUBJECT:** Accept and Appropriate Donation Received

**Summary of Agenda Item:**

The Timberlin Golf Commission, at its meeting on April 22, 2021, recommended accepting a donation from the Timberlin Men's Golf Club in the amount of fifteen-hundred-dollars (\$1,500.00) and approved the appropriation of the donation into the Timberlin Golf Course 50<sup>th</sup> Anniversary Celebration account.

**Action Needed:**

Move to accept a donation from the Timberlin Men's Golf Club in the amount of fifteen-hundred-dollars (\$1,500.00) and appropriate the donation into the Timberlin Golf Course 50<sup>th</sup> Anniversary Celebration account.

**Attachments:**

None

**Prepared By:**

Jerry Salvio, Acting Director of Golf



Consent

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

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** April 25, 2021

**SUBJECT:** Timberlin Golf Club Donation – Greater New Britain Chamber Golf Outing

**Summary of Agenda Item:**

The Timberlin Golf Commission voted via email and has recommended approval of a round of golf for four and two carts to be used as a raffle prize during the Greater New Britain Chamber 22<sup>nd</sup> Annual Golf Outing. The event will be held May 13, 2021. Total value of the donation is \$244.

**Attachments:**

None

**Action Needed:**

Move to approve the donation of a round of golf for four and two carts to be used as a raffle prize during the Greater New Britain Chamber 22<sup>nd</sup> Annual Golf Outing. Total value of the donation is \$244.

**Prepared By:**

Jerry Salvio, Acting Director of Golf



Consent

Agenda Item No. 3  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 25, 2021  
**SUBJECT:** Timberlin Golf Club Donation – Hungerford Nature Center

**Summary of Agenda Item:**

The Timberlin Golf Commission, at its meeting on April 22, 2021, recommended approval of a round of golf for four and two carts to be used as a raffle prize during the Hungerford Nature Center's 21<sup>st</sup> Anniversary auction. The event will be held on June 19, 2021. Total value of the donation is \$244.

**Action Needed:**

Move to approve the donation of a round of golf for four and two carts to be used as a raffle prize during the Hungerford Nature Center's 21<sup>st</sup> Anniversary auction. Total value of the donation is \$244.

**Attachments:**

Donation request letter.

**Prepared By:**

Jerry Salvio, Acting Director of Golf



Hungerford Nature Center  
191 Farmington Ave.  
Kensington, CT 06037  
(860) 827-9064



New Britain Youth Museum  
30 High Street  
New Britain, CT 06051  
(860) 225-3020

April 13, 2021

Timberlin Golf Course  
Jerry Salvio, Director  
330 Southington Road  
Berlin, CT 06037

Dear Jerry.

Thank you for taking the time to speak with me today regarding our upcoming fundraiser. This year's auction is planned for June 19<sup>th</sup> and marks our 21st anniversary of this event. As I'm sure you are aware, we are a 501C3 non-profit nature center and a children's museum. With the generosity of people like you, this event raises much needed funds for our educational programs, animal care and interactive exhibits.

A foursome and carts would be a wonderful addition to this year's auction and surely coveted by many. Timberlin is a very special gem in our community.

This year has been especially difficult for non-profit organizations such as ours. We need your help now more than ever to continue our mission of education and inspiration.

Should you have any questions please feel free to reach out to me.

Thank you again for your consideration of our request.

Warmest regards,

Donna Veach  
Development & Marketing Director



Consent  
Agenda Item No. 4  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 25, 2021  
**SUBJECT:** Accept and Appropriate Donation Received



**Summary of Agenda Item:**

The Timberlin Golf Commission, at its meeting on April 22, 2021, recommended approval of a three-thousand-dollar (\$3,000.00) donation from the Timberlin Men's Golf Club for deposit into the Timberlin Golf Club Donation Account. These funds are to be used exclusively for/by Timberlin Golf Club.

**Action Needed:**

Move to approve and appropriate a three-thousand-dollar (\$3,000.00) donation from the Timberlin Men's Golf Club for deposit into the Timberlin Golf Club Donation Account. These funds are to be used exclusively for/by Timberlin Golf Club.

**Attachments:**

None

**Prepared By:**

Jerry Salvio, Acting Director of Golf



**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 26, 2021  
**SUBJECT:** Accept Library Donations

**SUMMARY:**

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	6.00	Lib. Agency Acct.	small donation	various
	100.00	Lib. Agency Acct.	adult programs	Kensington Garden Club
	210.00	Lib. Agency Acct.	adult books	Joanne M. Pigott Fund of the Community Foundation of Greater New Britain
	34.77	FOL Misc. Acct	books in Helen's name for retirement	Friends of the Library
	350.77			

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

**ACTION NEEDED:**

Move to accept monetary donations totaling \$ 350.77 for the Berlin Peck Memorial Library and deposit \$316.00 into the library agency account to be used to purchase adult programs and books and deposit \$34.77 in the friends of the library miscellaneous account to be used to purchase two books in Helen's name in honor of her retirement.

**ATTACHMENTS:**

None

**PREPARED BY:**

Helen Malinka, Library Director

CT

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

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

**FROM: Arosha Jayawickrema, Town Manager**

**DATE: April 26, 2021**

**SUBJECT: Donation for supplies.**

**Summary of Agenda Item:**

The Police Department has received \$125.00 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 \$125.00 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:** April 29, 2021  
**SUBJECT:** Update the Police have taken to combat motor vehicle thefts and larcenies from motor vehicles

**Summary of Agenda Item:**

Berlin Police Deputy Chief, Chris Ciuci, will attend the Town Council meeting to update the Council on the status of motor vehicle thefts and larcenies from motor vehicles in Town and the steps the Police Department has taken to combat this situation.

**Action Needed:**


No action needed.

**Attachments:**

None

**Prepared By: Chief John Klett**

Agenda Item No. 2  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager   
**DATE:** April 27, 2021  
**SUBJECT:** Transfer to Fund Scalise Restroom Renovations

**Summary of Agenda Item:**

After repairing the cause of drain issues at the Scalise restrooms, the Town proposes to renovate the plumbing and fixtures in the restrooms at Scalise field. Based on bids received, the project is projected to cost \$140-\$145,000, with contingency. Funding has been identified from capital project funds and two General Fund accounts with a projected FY21 year-end balance. The request to award the bid will be made at the next Town Council meeting.

This motion is to move the projected General Fund account balances to the Sage Restrooms capital projects account in the Scalise Field Renovations Fund. Specifically,

FROM:  
001.20.2038.0.53251.00000 Townwide Repairs (\$11,000)  
001.15.1533.0.53837.00000 Dam EAP (\$10,000)

TO:  
530.20.2038.0.54000.00360 Sage Restrooms (\$21,000)  
*(transfer will be executed through 001.45.4567.0.59622.00000 Transfer to Other Funds account)*

**Action Needed:**

Move to transfer \$11,000 from the Townwide Repairs account and \$10,000 from the Dam EAP account to the Transfer to Other Funds account, all in the General Fund, to fund Scalise Field restroom renovations, pending approval by the Board of Finance.

**Attachments:**

Budget Transfer Form

**Prepared By:**

Kevin Delaney, Finance Director 



**TOWN OF BERLIN**  
BUDGET CHANGE FORM

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

Department: <b>Public Buildings</b>		Fiscal Year: <b>FY2021</b>	Date: <b>4/27/21</b>
To Acct #:  001.45.4567.0.59622.00000	Description:  Transfer to Other Funds	Amount:  \$21,000.00	Requested by:  D. Solek
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>			
From Acct #:  001.20.2038.0.53251.00000 001.15.1533.0.53837.00000	Description:  Townwide Repairs Dam EAPs	Amount:  \$11,000.00 \$10,000.00	Approved by:  

Contingency Balance (If applicable):

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

After receiving bids for Scalise Field restroom repairs, the project is expected to cost \$140-\$145,000. To help fund the project, two General Fund accounts with a projected surplus were identified. This transfer moves the projected remaining balance in both accounts to the Sage Restrooms account through the Transfer to Other Funds account in the General Fund.

**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>4/27/21</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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**Agenda Item No. 3**  
**Request for Town Council Action**

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

**FROM: Arosha Jayawickrema, Town Manager**

**DATE: April 25, 2021**

**SUBJECT: Bid Waiver – Dunning Sand & Gravel**



**Summary of Agenda Item:**

The golf course (Timberlin) has reached the \$10,000 spending threshold with Dunning Sand & Gravel of Farmington. We are seeking a bid waiver in an amount not to exceed \$17,750.

Dunning Sand & Gravel is the vendor that supplies the golf course with sand and soils.

1. Fiscal Year 2021 we are completing a project which will establish a large grass area on Holes 5 and 6. This area was comprised mostly of an unplayable surface. Dunning Sand & Gravel has proven to provide the best growing medium compared to other vendors.
2. The golf course requires additional bunker and top-dressing sand for day-to-day operations.

Dunning Sand & Gravel offers the best pricing for the amount of material required for the project and for the different sands used daily.

The golf course has expended more funds than usual with Dunning Sand & Gravel during Fiscal Year 21 due to the project on Holes 5 and 6 as well as sand used in day-to-day operations.

**Action Needed:**

Move to waive the Town's bidding procedures for Dunning Sand & Gravel to provide the topsoil required for the project on Holes 5 and 6 and the sand required for day-to-day operations at Timberlin Golf Course for amount not to exceed \$17,750.00, as this is in the best interest of the Town.

**Attachments:**

Sufficiency of Funds

**Prepared By:**

Jerry Salvio, Acting Director of Golf





# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE	28-Apr-21
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Purchase Item or Contract: Timberlin		Requested by: Jerry Salvio	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Topsoil for Holes 5 & 6 at Timberlin	\$8,625.00	\$8,625.00
	(Golf Course already using vendor (Dunning Sand & Gravel) for \$9,125 that is		
	not included on this sufficiency of funds.		-
			-
			-
			-
<b>TOTAL</b>			\$8,625.00

Account No. <u>510.25.2543.0.54000.01500</u>	<b>TOTAL</b>	\$8,625.00
Budgeted Amount..... <u>\$82,995.91</u>	Available balance.....	<u>\$12,997.62</u>
Encumbrances to Date..... <u>\$9,996.21</u>	Amount Needed for This Package.....	<u>\$8,625.00</u>
Expenditures to Date..... <u>\$60,002.08</u>	Available Balance After Purchase.....	<u>\$4,372.62</u>

Is a budget change needed?       Yes       No

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

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

or:

\_\_\_\_\_  
 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:** April 27, 2021  
**SUBJECT:** Reallocation of funds originally earmarked for the purchase of a backhoe to purchase necessary parts and labor to rebuild a backhoe for Timberlin Golf course.

**Summary of Agenda Item:**

In the fall of 2020, the Finance Board provided funding to replace the Golf Course's Backhoe with a used smaller bucket/tractor loader. The current unit at the Golf Course is 29 years old and had a Hydraulic and transmission failure over the summer of 2020.

A meeting with Jerry Salvio, Acting Director, and the employees of the maintenance division at Timberlin revealed the original plan was not in the best interest of that division. There are some jobs performed by maintenance personnel that a smaller tractor could not perform.

A search for a viable replacement revealed we could not replace/upgrade that size backhoe without a sizable increase to that budget line item.

A new plan to rebuild the current backhoe has been worked out.

That calls for the following:

1. Replace the Hydraulic pump and Drive
2. Flush the Hydraulic system
3. Recore the radiator and coolers
4. Replace the Radiator line, belts and related systems
5. Rebuild/repair or replace the Hydraulic lines that appear to be bad or leaking
6. Rebuild the Hydraulic cylinders that are leaking
7. Remove the cab flooring to gain access to the transmission shift tower
8. Replace the linkage, shift forks, repairing the High Low gears
9. Inspect the brakes
10. Replace the Tires

Jim Simons, Fleet Manager, estimates this work will cost approximately \$12,000 to \$15,000 in parts. Most of the labor will be performed at the Fleet Garage by town Mechanics with an estimated completion time of two months. Funding is located in account # 500.25.2543.0.54000.00135, Tractor Backhoe

Following the rebuild the machine estimated longevity is eight to twelve years.

**Action Needed:**

Move to approve the Budget transfer of \$15,000 from the Golf Course "Tractor Backhoe" account to 500 Account labeled "Parts" providing funding to rebuild the current Golf Course Backhoe.

Move to approve the Reallocation of funds originally earmarked for the purchase of a backhoe to purchase necessary parts and labor to rebuild a backhoe for Timberlin Golf Course in amount not to exceed \$15,000.00.

**Attachments:**

Certification of Sufficiency of Funds  
Budget Transfer Form

**Prepared By:**

James C. Simons, Fleet Manager





**TOWN OF BERLIN**  
BUDGET CHANGE FORM

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

Department: **Timberlin Golf Course** Fiscal Year: **2021** Date: **4/27/21**

To Acct #: 500.25.2543.0.53233.00000	Description: Parts	Amount: \$15,000.00	Requested by: Jim Simons
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Are there funds from another account which can be requested: Yes  No  Partially  Don't Know

From Acct #: 500.25.2543.0.54000.00135	Description: Tractor Backhoe	Amount: \$15,000.00	Approved by: <i>J. O. [Signature]</i>
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Contingency Balance (If applicable):

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

Please transfer \$15,000.00 into the golf course parts account allowing the Fleet Garage funding to rebuild the Golf course backhoe

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

Request approved  Disapproved  Partially Approved  Date:

Comments:

*[Signature]* 4/27/21

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

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** April 29, 2021

**SUBJECT:** Authorization for Town Manager to Enter into a Peer review Contract with WMC Consulting Engineers for an amount not to exceed \$11,250

**Summary of Agenda Item:**

The Planning and Zoning Commission determined that peer review services were needed for the review of an application for a mixed-use project at 404 Berlin Turnpike. Accordingly, the Planning and Zoning Commission obtained fee proposals from consultants and per the Zoning Regulations required that the developer pay the Town 150% of the estimated cost of these services. The Town entered into contracts with WMC Consulting Engineers for \$7,500 and with Goman & York planning consultants for \$6,000 to provide peer review services. The 404 Berlin Turnpike project application was more involved than initially estimated because the applicant submitted additional and revised application materials and the public hearing was continued for several meetings. Therefore, the cost of peer review services has exceeded the initial estimate and staff requests approval for the Town Manager to enter into a contract amendment with WMC Consulting Engineers to increase the total not to exceed cost for peer review services related to the 404 Berlin Turnpike project to \$11,250 (150% of the original estimate). The Town Manager will also enter into a contract amendment with Goman & York to increase the total not to exceed cost for their peer review services related to the 404 Berlin Turnpike project to \$9,000 (150% of the original estimate). This is less than the contract amount of \$10,000 or more that requires specific Town Council approval. The cost of contract increases will be paid from the developer peer review fee that has already been deposited in account 533.00.0000.0.20056.00000, Due To BT 2008 LLC.

**Action Needed:**

Move to authorize the Town Manager to enter into a contract amendment with WMC Consulting Engineers for peer review services related to the 404 Berlin Turnpike project in an amount not to exceed \$11,250 to be paid from the Due To BT 2008 LLC account.

**Attachments:**

None

**Prepared By:**

Jim Mahoney, Economic Development Coordinator  
Maureen Giusti, Acting Town Planner

**Agenda Item No. 6**  
**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 26, 2021  
**SUBJECT:** BRRFOC- Bristol Facility Municipalities Partnership -  
Recycling Processing Agreement First Amendment



**SUMMARY:**

The Town of Berlin has been a part of the Bristol Resources Recovery Facilities Operating Committee (BRRFOC) since 1985. Established in 1985, BRRFOC administered an integrated solid waste disposal program for fourteen Connecticut cities and towns with an estimated population of 310,000. The existing BRRFOC Service Agreement with Murphy Road Recycling, LLC expired on June 30, 2021. The BRRFOC's Executive Committee has negotiated a contract extension with Murphy Road Recycling which will be referred to as the "First Amendment to Acceptable Recycling Processing Agreement". The proposed costs in the First Amendment Agreement establish base fees of \$82.50/ton in the 2021-2022 fiscal year, \$85/ton in the 2022/2023 fiscal year, and \$87.50/ton during the 2023/2024 fiscal year, along with additional adjustments based on commodity prices. Costs associated with this agreement are funded through the Public Works Operating budget line item "Refuse Disposal" (Account No. 001.20.2036.0.53823.00000), on an annual basis. Attorney Donofrio has reviewed the "First Amendment Agreement which runs through June 30, 2024.

**ACTION NEEDED:**

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

**ATTACHMENT:**

Contract Agreement

**PREPARED BY:**

James P. Horbal, Deputy Director of Public Works



**FIRST AMENDMENT TO ACCEPTABLE RECYCLABLES PROCESSING AGREEMENT**

This FIRST AMENDMENT TO ACCEPTABLE RECYCLABLES PROCESSING AGREEMENT (the “Amendment”) dated as of March 18, 2021 (the “Amendment Effective Date”), by and between the Town/City of \_\_\_\_\_ (the “Participating Municipality”), having a principal place of business at \_\_\_\_\_, the Bristol Resource Recovery Facility Operating Committee (“BRFFOC”), having a principal place of business at 27 West Main Street, New Britain, CT 06051, and Murphy Road Recycling, LLC (“Contractor”), having a principal place of business at 15 Mullen Road, Enfield, CT 06082 (each a “Party” and collectively, the “Parties”).

W I T N E S S E T H

WHEREAS, the Participating Municipality, BRFFOC and the Contractor entered into an Acceptable Recyclables Processing Agreement dated as of July 17, 2019 (the “Original Agreement”), providing generally for the Participating Municipality to deliver or cause to be delivered Acceptable Recyclables to the Contractor’s facility and the Contractor to accept, process and dispose of such Acceptable Recyclables; and

WHEREAS, the Parties desire to amend the Original Agreement to extend the Term effective immediately and make additional changes effective as of July 1, 2021 (the “Amendment Commencement Date”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. All references in the Original Agreement to “this Agreement” or the “Agreement” shall mean the Original Agreement as amended hereby.
2. Except as specifically provided herein, capitalized terms used herein shall have the meanings given to them in the Original Agreement.
3. Any provision of the Original Agreement that is not expressly amended or affected by this Amendment shall remain in its original form and in full force and effect during the Term, as amended hereby.
4. Effective as of the Amendment Commencement Date, Section 1.01.7 is hereby amended by replacing subpart (D) with the following:

(D) the imposition or increase after the Effective Date of any tax, assessment, governmental charge, levy or surcharge of any nature, such as that provided in Connecticut General Statutes § 22a-232, or the imposition or amendment after the Effective Date of any requirement obligating the Contractor, or any owner or operator of the Acceptance Facility, or any of its respective affiliates, to establish, maintain or increase reserves, security, or other financial assurances of any nature whatsoever by a

governmental, quasi-governmental or other regulatory authority or agency on or in respect to the operation, ownership, possession or use of the Acceptance Facility, any equipment used to construct, maintain, operate or test the Acceptance Facility, satisfying its obligations hereunder, or the collection, storage, transportation, processing or disposal of waste, Residue, or any Acceptable Recyclables under the Direct Control of the Participating Municipality at the Acceptance Facility.

5. Effective as of the Amendment Commencement Date, Section 1.01.17 is hereby amended by adding “or operated” following “transfer station owned.”
6. Effective as of the Amendment Commencement Date, Section 1.01.20 is hereby amended to read:

“Event of Force Majeure” means any of the following occurring on or after the Effective Date: (i) an occurrence or occurrences beyond the reasonable control of the Contractor which, separately or in the aggregate substantially and adversely affects, including a substantial increase in the costs associated with the Acceptance Facility, or the ownership, use or operation of the Acceptance Facility or the ability of the Contractor to perform its obligations hereunder (including the ability of the Contractor to accept, transport, process, market, or dispose of any Acceptable Recyclables delivered hereunder) or the ability of the Contractor, or any Person acting on behalf of the Contractor, to comply with the requirements of any Applicable Law; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, windstorms, blizzards, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, pandemics acts of terrorism or vandalism or civil disturbances; (iii) non-Contractor strikes; (iv) an order or judgment of any court, administrative agency or other governmental, quasi-governmental or other regulatory body or agency, if not the result of the willful misconduct or gross negligence of the Contractor relying thereon; provided, however, that the contesting in good faith by the Contractor of any such order and/or judgment shall not constitute or be construed to constitute the willful misconduct or gross negligence of the Contractor; (v) blockage of access to the Acceptance Facility, if not the result of the willful misconduct or gross negligence of the Contractor relying thereon; (vi) a complete or partial suspension of services at the Acceptance Facility, or an adverse effect on the operations at the Acceptance Facility, arising from or related to any surface or subsurface condition (including the presence of Hazardous Materials) thereon, to the extent not directly created by the Contractor or an affiliate; (vii) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Acceptance Facility, or any portion thereof by action of any Federal, state or local governmental, quasi-governmental or regulatory agency or authority; (viii) a Change-in-Law; and/or (ix) one or more of the foregoing if, separately or in the aggregate, resulting in a substantial increase in the costs and/or expenses associated with the ownership, use and/or operation of the Acceptance Facility and/or with the performance by the Contractor of its obligations hereunder and the Contractor provides a minimum of thirty (30) days’ prior written notice to the Participating Municipality of the Contractor’s intent to declare an Event of Force Majeure due to such substantial increase in costs and/or expenses.

The Parties acknowledge that the COVID-19 coronavirus, and various national, state, and local government-issued orders, rules and regulations with respect thereto, whether currently issued or issued in the future, may impact the Contractor’s workforce, suppliers, customers,



facilities, general operations, and access to goods, materials and services (collectively, the “COVID-19 Impact”). Delays in performance of the Contractor’s obligations under this Agreement that are substantially a result of the COVID-19 Impact shall be deemed due to an Event of Force Majeure subject to Subsection 4.01(k) of this Agreement.

7. Effective as of the Amendment Effective Date, Section 1.01.27 is hereby amended by replacing “June 30, 2021” with “June 30, 2024.”
8. Effective as of the Amendment Commencement Date, Section 1.01.44 is hereby amended to add “a” before “minimum.”
9. Effective as of the Amendment Commencement Date, Section 3.01(f) is hereby deleted in its entirety, and Section 3.01(g) is hereby renumbered as Section 3.01(f).
10. Effective as of the Amendment Commencement Date, Section 4.01(d) is hereby amended to read as follows:

If the Contractor determines that the Participating Municipality or its Designated Hauler has delivered a load that contains more than 25% Contaminants, the Contractor will engage the offending Participating Municipality to make appropriate efforts to decrease the Contaminants. If a load is demonstrated by video, photographs, or other evidence to include a quantity of Contaminants which exceeds 25% Contaminants, such load may be rejected by the Contractor, such that the Contractor does not take Title to said material, with fees of one hundred fifteen dollars (\$115.00) per ton for processing and disposal and any other applicable penalties assessed against the offending Designated Hauler in the Participating Municipality as specified in the Haulers’ Rules or this Agreement. If a load is demonstrated by video, photographs, or other evidence to include a quantity of Contaminants which exceeds 15% Contaminants but is less than 25% Contaminants, then the percentage of Contaminants in said load will be rejected, such that the Contractor does not take Title to said material, with fees of one hundred fifteen dollars (\$115.00) per ton payable by the Participating Municipality for processing and disposal of the Contaminants. The Contaminant fees described above are set forth in Table 5.2 of Exhibit 5, as amended.

11. Effective as of the Amendment Commencement Date, Section 4.01(e) is hereby amended to read as follows:

The Participating Municipality agrees that neither it nor any of its Designated Haulers shall deliver Hazardous Waste to the Acceptance Facility or the Back-up Facility. After determining a load contains an amount of Hazardous Waste except Household Hazardous Waste, demonstrated by video, photographs, or other evidence, the entire delivery may be rejected by the Contractor in its sole discretion. In addition to any rights and remedies to which the Contractor may have hereunder or under any Applicable Law, Contractor may require the Person or the Participating Municipality that delivered, after confirmation of the delivery by the Designated Hauler, such load to reload and dispose such waste at its sole cost or expense, or, if the Contractor does not discover such Hazardous Waste in time to reject the load and require reloading such waste, the Contractor may process and dispose such load in accordance with all Applicable Law and the Designated Hauler or the Participating Municipality shall pay to the

Contractor the cost and expense to process and dispose such waste, including all costs and damages incurred by the Contractor arising from or related to the collection, handling, storage, transportation, processing, and disposal of such waste and cost to remediate the Acceptance Facility, Back-up Facility, or other facility subject to conforming documentation as described in this Section 4.01 (e).

12. Effective as of the Amendment Effective Date, Section 5.01(c) is hereby amended by revising the first clause of the first sentence to read as follows:

On or before July 22, 2019 and July 22, 2020 and June 1, 2021 and June 1, 2022 and June 1, 2023,

13. Effective as of the Amendment Commencement Date, Section 5.01(d) is hereby amended by replacing “provided” with “delivered.”

14. Effective as of the Amendment Commencement Date, Section 7.02 (a) is hereby amended to renumber the second subsection (iv) to subsection (v) and to add the following language for the second subsection (iv):

such loss or damages recovered by the Participating Municipality through reimbursement pursuant to Section 7.01;

15. Effective as of the Amendment Commencement Date, Section 7.02 (b) is hereby amended to renumber the second subsection (iv) to subsection (v) and to add the following language for the second subsection (iv):

such loss or damages recovered by the Contractor through reimbursement pursuant to Section 7.01;

16. Effective as of the Amendment Effective Date, Section 8.01 is hereby amended by replacing each instance of “June 30, 2021” with “June 30, 2024.”

17. Effective as of the Amendment Effective Date, the final sentence of Section 9.07 is replaced with the following:

Neither the Contractor nor the Participating Member shall be considered the drafter of the Agreement if any provision of this Agreement is deemed ambiguous in any dispute over the Agreement.

18. Effective as of the Amendment Commencement Date, Exhibit 5 is hereby amended to read in its entirety as follows:

**CHARGES**  
**MURPHY ROAD RECYCLING, LLC**

MRR shall charge the Participating Municipality a BPF of \$82.50 per Ton of Acceptable Recyclables for the period of July 1, 2021 – June 30, 2022. MRR shall

charge the Participating Municipality a BPF of \$85.00 per Ton of Acceptable Recyclables for the period of July 1, 2022 – June 30, 2023 and \$87.50 per Ton of Acceptable Recyclables for the period of July 1, 2023 - June 30, 2024.

MRR shall calculate a monthly ACR based on Table 5.1 below to determine the rebate or charge per Ton to the Participating Municipality for each month.

Table 5.1

<b>Single Stream Average Commodity Rate (ACR)</b>		
<u>Commodity</u>	<u>Percent of Stream</u>	<u>Benchmark</u>
OCC	13.40%	P&PW New England Low OCC #11
Mixed Paper	46.00%	P&PW New England Low #54
Glass	19.00%	Fixed \$72.07/Ton charge + CPI
Steel Cans	2.00%	Recyclingmarkets.net Baled Low
Aluminum	0.25%	Recyclingmarkets.net Baled Low
Natural HDPE	0.60%	Recyclingmarkets.net Low
Colored HDPE	0.75%	Recyclingmarkets.net Low
PET	2.00%	Recyclingmarkets.net Low
Mixed Plastics #3-7	1.00%	Recyclingmarkets.net Low
Residue	15.00%	Fixed \$88.00/Ton charge + CPI
	<u>100.00%</u>	

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

Formula 5.1

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

When the calculation results in a negative amount per Ton, this amount will be shared 50% with the Participating Municipality as a rebate and 50% will be retained by MRR.

Example for July 1, 2021 – June 30, 2022:

Calculated ACR	-\$5.00	\$55.00	\$82.50	\$100.00
BPF	\$82.50	\$82.50	\$82.50	\$82.50
ACR	-\$5.00)	-\$55.00	-\$82.50	-\$100.00
Charge to Participating Municipality	\$87.50	\$27.50	\$0.00	\$0.00
Rebate to Participating Municipality	\$0.00	\$0.00	\$0.00	\$8.75

The Parties acknowledge that if, as a result of an Event of Force Majeure, a Change-in-Law, or a material change in market conditions, including, but not limited to, a deletion or addition of the materials listed in Exhibit 1, the discontinuation of an index

specified in Table 5.1, the lack of commercially reasonable market availability for one or more types of Acceptable Recyclables, changes in market specifications affecting the salability of one or more types of Acceptable Recyclables, changes affecting the recyclability of one or more types of Acceptable Recyclables, or changes in the quantity, quality, type or composition of the Acceptable Recyclables that materially alters the total value of the aggregate Acceptable Recyclables that are subject of this Agreement, as amended (each a “Material Change”), the Parties shall negotiate a modification of the formula set forth in Table 5.1 and the formula set forth in Formula 5.1. For the avoidance of doubt, fluctuations in the benchmark index prices and Table 5.1 alone will not serve as the basis for modification of the ACR. Notwithstanding anything in this Exhibit 5 or the Agreement as amended to the contrary, the Participating Municipality and the Contractor agree that, if due to an Event of Force Majeure, that is proven by the Contractor or agreed to by the Parties, the cost associated with the processing, handling, marketing or sale of Acceptable Recyclables materially increases, the Parties shall immediately negotiate in good faith a change to the BPF per Ton to address the economic impact of the Event of Force Majeure. MRR agrees that it will continue to consider new, alternate markets for glass during the Term, taking into consideration the economics and practicability of using such markets. Each month, the Contractor will electronically provide the P&PW and recyclingmarkets.net indices to the BRRFOC.

Table 5.2

<b>% of Contaminants</b>	<b>Fee*</b>
15% or less	No additional charge
16% - 25%	(% of Contaminants x Weight of the Delivered Load) x \$115.00
26% or more	Weight of the Delivered Load x \$115.00

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

[SIGNATURE PAGE FOLLOWS]

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

**Bristol Resource Recovery Facility Operating Committee**

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

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

**Participating Municipality: \_\_\_\_\_**

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

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

**Contractor, Murphy Road Recycling, LLC**

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

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

Agenda Item No. 7  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 26, 2021  
**SUBJECT:** Request for Catch Basin Materials Related to Roadway  
Re-paving Projects

**SUMMARY:**

As part of our on-going street reconstruction program, the Highway Department will be rehabilitating various types of drainage structures including catch basins, manholes and outlet structures in advance of placing pavement on existing roadways. This office has typically coordinated the purchase of materials to perform the above work with your approval through the use of the State of Connecticut Department of Administrative Services (DAS) Contract. This most recent contract (#20PSX0137) is to be utilized March 4, 2021 through March 4, 2024. Staff has typically purchased materials under this contract from the bidding vendors dependent upon pricing, delivery schedules, fuel and transportation costs. Funds for these materials are typically utilized from the Bonded Road Improvement Account (140.20.2037.0.54000.00515), Grant road Improvement Account (140.20.2037.0.54000.00510) and/or the Road and Bridge Improvement Account (140.20.2037.0.54000.00510). Staff is requesting approval to utilize up to \$40,000 per fiscal year over the life of this contract.

**ACTION NEEDED:**

Move to utilize the Connecticut DAS Contract #20PSX0137 to purchase the necessary concrete catch basin materials for an amount of \$40,000.00 per fiscal year, or beyond, if the contract is extended by the State of Connecticut.

**ATTACHMENT:**

1) State DAS Bid Sheet Summary #20PSX0137

**PREPARED BY:**

James P. Horbal, Deputy Director of Public Works





**Contract Number: 20PSX0137**

Precast Concrete Units and Related  
Items

**State of Connecticut**

Acting by its

**Department of  
Administrative Services**

and

**United Concrete Products Inc.**

and

**Connecticut Precast Concrete**

**Agenda Item No. 8**  
**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 26, 2021  
**SUBJECT:** Asphalt Pavement Crack Sealing



**SUMMARY:**

The Public Works Department is preparing to commence with its annual roadway maintenance program for the 2021 Construction Season. In an effort to help preserve the life of existing, relatively newer roads, a contractor is retained to crack-fill roads that are beginning to deteriorate and show evidence of alligator, transverse and longitudinal cracking. Public Works reviewed pricing for crack sealing from both the State of Connecticut D.A.S. and the Capitol Region Council of Governments (CRCOG) contracts for Crack Sealing Materials, and found the most economical pricing within the CRCOG contract. This contract provides for the use of several blends of asphalt mixtures to be used dependent upon the existing roadway conditions. Therefore, Staff is requesting the authority to utilize the use of CRCOG's Contract #708, and select the most cost-effective and responsible contractor to perform asphalt pavement crack sealing services throughout the community. Contract #708 is valid through September 30, 2021. Funding for these projects will be provided from account 140.20.2037.0.54000.00515 (Bonded Road Improvement) in the amount of \$50,000.00.

**ACTION NEEDED:**

Move to authorize the Town Manager to enter into a unit price contract to purchase Asphalt Pavement Crack Filling Services (utilizing CRCOG Contract #708) with the most cost-effective and qualified contractor.

**ATTACHMENTS:**

- 1) Sufficiency of Funds
- 2) Cover page of CRCOG Contract Award #708

**PREPARED BY:**

James P. Horbal, Deputy Director of Public Works







## CAPITOL REGION PURCHASING COUNCIL

### INVITATION FOR BID #708 Asphalt Pavement Crack Sealing

Issue Date: As listed on [crcog.bonfirehub.com](http://crcog.bonfirehub.com)  
Deadline for Questions: As listed on [crcog.bonfirehub.com](http://crcog.bonfirehub.com)  
Response Deadline: As listed on [crcog.bonfirehub.com](http://crcog.bonfirehub.com)  
Response Location: [crcog.bonfirehub.com](http://crcog.bonfirehub.com)



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE	16-Apr-21
------	-----------

Purchase Item or Contract: Pavement Crack Sealing		Requested by: Jim Horbal	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Asphalt Pavement Crack Sealing (estimated cost)	\$50,000.00	\$50,000.00
			-
			-
			-
			-
<b>TOTAL</b>			<b>\$50,000.00</b>

Account No. 140.20.2037.0.54000.00515 Bonded Road Improvement

Budgeted Amount.....	\$1,160,628.26	Available balance.....	\$238,991.50
Encumbrances to Date.....	\$247,226.68	Amount Needed for This Package.....	\$50,000.00
Expenditures to Date.....	\$674,410.08	Available Balance After Purchase.....	\$188,991.50

Is a budget change needed?       Yes       No

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

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


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

or:

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

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

Agenda Item No. 9  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager   
**DATE:** April 26, 2021  
**SUBJECT:** Award of Bids for Reconstruction of Town Roadways- Public Works

**SUMMARY:**

Each year the Public Works Department coordinates the reconstruction of a number of local roads. The reconstruction consists of activities such as pavement milling/reclaiming, restoration, and placement of bituminous surfaces. In keeping with past practices, these services are awarded to a contractor that has bid this service with the State Department of Administrative Services (DAS), and is available to provide the services based on the contractual bids of DAS. In addition, the Highway Department also reconstructs roadways when necessary by pulverizing the asphalt and creating a new sub-base, followed by the creation of a new bituminous concrete surface. The State DAS Contracts that provide for these services are identified as Contract Numbers: 18PSX0190, 19PSX0261, and 20PSX0167. Staff is requesting Council to approve the use of these contracts with their respective vendors in which Public Works will utilize the lowest, most cost effective, vendor and/or vendors to complete the 2021 and 2022 Road Reconstruction Programs.

Funding for these projects will be from Road & Bridge Improvements (140.20.2037.0.54000.00510) and Bonded Road Improvements (140.20.2037.0.54000.00515), as they are replenished from bond authorizations and State funding.

**ACTION NEEDED:**

Move to approve utilizing the State of Connecticut Department of Administrative Services Contract Numbers: 18PSX0190, 19PSX0261, and 20PSX0167 for the 2021 and 2022 Construction Seasons for the purpose of reconstructing and paving roadways.

**ATTACHMENTS:**

- 1) Cover Page for State of CT, DAS Reclaiming Contract Award #18PSX0190
- 2) Cover Page for State of CT, DAS Paving- Contract award #19PSX0261
- 3) Cover Page for State of CT, DAS Milling/Pulverization- Contract award #20PSX0167

**PREPARED BY:**

James P. Horbal, Deputy Director of Public Works 



# STATE OF CONNECTICUT

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Vendor Detail

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## State Contracting Portal Company Detail

Company Name	Garrity Asphalt Reclaiming, Inc.
DBA	
Address 1	22 Peters Road
Address 2	
City, State, ZIP Code	Bloomfield CT 06002
Business Type	Corporation
Web Address	<a href="http://www.garrityasphalt.com">www.garrityasphalt.com</a>
Product	pavement milling; pavement trimming; pavement pulverizing/ reclaiming; grading & rolling; calcium chloride

### Company Contacts

Contact Name	Address	Phone/FAX	Email
Steven Garrity		Phone: FAX:	<a href="mailto:steven.garrity@garrityasphalt.com">steven.garrity@garrityasphalt.com</a>
William Garrity	22 peters Road Bloomfield, CT 06002	Phone: (860) 243-2300 FAX: (860) 243-3100	<a href="mailto:billy.garrity@garrityasphalt.com">billy.garrity@garrityasphalt.com</a>

### Current Active Contracts

Contract Dates	Contract Number	Description
Start Date: 12/01/2018 End Date: 11/30/2022	<a href="#">18PSX0190</a>	Rental of Services and Equipment for Roadway Construction

### Company Selected Industry Codes

Class	Class Description	SubClass Description (SubClass)
0040	Building or Roadway Constr. and Related Svs Contractor Provided (Also see 0600)	Excavation (007)

### Company Affiliates

Affiliate Name	Description
Garrity Brothers Enterprises, LLC	Garrity Brothers Enterprises, LLC is a company affiliated through common ownership. It owns the land and a building which is leased to Garrity Asphalt Reclaiming, Inc.
Bloomfield Transport & Sweeping, LLC	Bloomfield Transport & Sweeping, LLC is a company affiliated through common ownership. It transports heavy equipment exclusively for Garrity Asphalt Reclaiming, Inc.

### Supplier Diversity Certificate History



**Contract Number:  
20PSX0167**

**Milling of Bituminous Concrete on Roads and  
Bridges**

**State of Connecticut**

AND

**Advance Resources, LLC; Alcaide,  
Inc.; American Industries, Inc;  
Black & Boucher, LLC; Connecticut  
Sealcoating, LLC; Garrity Asphalt  
Reclaiming, Inc.; Rafferty Fine  
Grading, Inc.; S & S Asphalt  
Paving, Inc.; and Tilcon  
Connecticut Inc.**



# STATE OF CONNECTICUT

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SCP Contract Details

## State Contracting Portal Contract Results

### Administrative Services, Procurement Services

#### Contract Detail Info For # **19PSX0261**

##### Dates

Award Date	Start Date	End Date
03/20/2020	03/20/2020	01/31/2022

##### Description

Bituminous Concrete Materials and Bridge Deck Membrane Waterproofing (Complete in Place)

##### Comments

##### Solicitation and Contract Conditions

Includes SBE/MBE Requirements	Qualified Partnership	DBE	Political Subdivisions	Agencies	CT Recovery
Yes	No	No	Yes	Yes	No

##### Contact(s)

Contact	Telephone	FAX	E-Mail
DanDion	(860) 713-5168	(860) 622-4934	daniel.dion@ct.gov

##### Common Documents

Date	Description
3/20/2020 7:42:48 AM	<a href="#">19PSX0261- Contract Award.pdf</a> 19PSX0261-Contract Award
3/20/2020 7:14:31 AM	<a href="#">Exhibit B3-Price Schedule.xlsx</a> Exhibit B3- Mill and Fill Price Schedule
	<a href="#">SP16B1 19PSX0261</a> SP16B1 Excel Grid for Contract # 19PSX0261
	<a href="#">SP16B2 19PSX0261</a> SP16B2 Excel Grid for Contract # 19PSX0261
	<a href="#">SP16 Bituminous Tool - 19PSX0261</a> SP16 City and Town Bituminous Planning Tool for Contract # 19PSX0261

##### 17 Vendor(s)

Contract #	Cert	Vendor	Contact	Catalog
19PSX0261AA Start: 03/20/2020 End: 01/31/2022	No	<a href="#">Alcaide, Inc.</a> DBA: A&J Construction 150 Laurel Hill Road Brookfield, CT 06804 Peoplesoft ID: 0000068958	<b>Erik W. Maher</b> Phone: (203) 775-1385 FAX: (203) 775-5816 <a href="#">E-Mail</a>	No
19PSX0261AB Start: 03/20/2020 End: 01/31/2022	No	<a href="#">All States Construction, Inc.</a> 325 Amherst Road Sunderland, MA 01375 Peoplesoft ID: 0000012311	<b>Alan L Chicoine</b> Phone: (413) 665-7021 FAX: (413) 665-9027 <a href="#">E-Mail</a>	No
19PSX0261AC Start: 03/20/2020 End: 01/31/2022	No	<a href="#">American Industries, Inc.</a> 630 Plainfield Road Jewett City, CT 06351 Peoplesoft ID: 0000011884	<b>Elizabeth Yonts</b> Phone: (860) 376-2537 FAX: (860) 376-3909 <a href="#">E-Mail</a>	No

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

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 26, 2021  
**SUBJECT:** Bid Award for Road Construction Materials for Town Roadways

**SUMMARY:**

Each year the Public Works Department coordinates the repair of local roads. In keeping with past practices, various stone and gravel materials are purchased for minor repairs and small paving projects. These materials are purchased through the State of Connecticut Department of Administrative Services (DAS) contracts. The current Contract Number, 18PSX0311 (for Bituminous Concrete) is valid through February 28, 2022, and Contract Number 20PSX0115 (for stone) is valid through March 24, 2024. Staff is recommending awarding to the most cost-effective vendor for the Town (factoring in transportation and time) when picking up the materials at the plant. Staff would issue a purchase order to the lowest cost vendor based upon pricing provided. Funding for these projects will be from Grant Road Improvements (140.20.2037.0.54000.00509), Road & Bridge Improvements (140.20.2037.0.54000.00510) and Bonded Road Improvements (140.20.2037.0.54000.00515), as they are replenished from bond authorizations and State funding.

**ACTION NEEDED:**

Move to approve utilizing the State of Connecticut Department of Administrative Services Contract Numbers 18PSX0311 and 20PSX0115 for road construction materials through the stated contract dates, or beyond, if the contract is extended by the State of Connecticut.

**ATTACHMENTS:**

- 1) Cover Pages of State of Connecticut DAS Contract award number 18PSX0311
- 2) Cover Pages of State of Connecticut DAS Contract award number 20PSX0115

**PREPARED BY:**

Jim Horbal - Deputy Director of Public Works



# Department of Administrative Services

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Q bituminous concrete materials



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## Board

### Contract # 18PSX0311

#### Bituminous Concrete Materials

Bituminous Concrete Materials

#### Contract Administration

**Administrator:** Dan Dion

**Administrator Email:** daniel.dion@ct.gov

**Organization:** State of Connecticut

#### Vendor

Multiple Vendors Available

#### Contract Pricing

**Agreement Type:** Master

**Contract Type:** Migrated DAS Contract

**Pricing Type:** Fixed Price

**Value:** \$3,000,000.00

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## Contract Period

**Issue Date:** Jan 8, 2019

**Award Date:** Mar 12, 2019

**Effective Date:** Mar 12, 2019

**Expiration Date:** Feb 28, 2022

## Distributors

Distributor Name ^

A.E.N. Asphalt I.N.C.

Adelman Sand & Gravel, Inc

American Industries, Inc.

B. Metcalf Asphalt Paving Inc

Galasso Materials, LLC

Hain Materials Corp

JSL Asphalt Inc

Killingly Asphalt Products LLC

Laydon Industries, LLC

O & G Industries, Inc.

14 total

## Contacts

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# Department of Administrative Services

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🔍 processed stone

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Contract # 20PSX0115

## 📄 Sand, Topsoil, Broken Stone, Crushed Gravel, Screened Gravel & other Aggregates

Sand, gravel, topsoil, broken stone, crushed gravel, screened gravel and other types of aggregates for the Department of Transportation, all using State Agencies and Political Subdivisions.

## 👤 Contract Administration

**Administrator:** Dan Dion

**Administrator Email:** daniel.dion@ct.gov

**Organization:** State of Connecticut

## 👤 Vendor

Multiple Vendors Available

## 💰 Contract Pricing

**Agreement Type:** Master

**Contract Type:** DAS Contract

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**Pricing Type:** Fixed Price

**Value:** \$999,999.00

## Contract Period

**Issue Date:** Mar 23, 2021

**Award Date:** Mar 23, 2021

**Effective Date:** Mar 24, 2021

**Expiration Date:** Mar 23, 2024

## Distributors

Distributor Name ^

American Industries, Inc.

DeSiato Sand & Gravel Corp.

Ed's Garage, Inc.

FRANCIS L. STRMISKA, INC.

Galasso Materials, LLC

GARF TRUCKING INC


Hain Materials Corp

John J. Brennan Construction Co., Inc.


Laydon Industries, LLC

Lombardi Gravel & Excavation, LLC

19 total

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**Agenda Item No. 11**  
**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager   
**DATE:** April 26, 2021  
**SUBJECT:** Traffic Guidelines - Street Line Painting Bid Award

**SUMMARY:**

The Public Works Department is preparing contract work to provide for pavement markings in conjunction with the 2021 road reconstruction season. Staff has chosen to utilize established unit prices offered through the contracting efforts of the Capitol Region Council of Governments (CRCOG). CRCOG Contract #713 entitled "Traffic Guidelines" secures pricing for various pavement marking strategies that can be utilized throughout the community. Funding is available from two accounts: 001.20.2036.0.53949.00000 (Public Works Street Lining) and 140.20.2037.0.54000.00515 (Capital Items – Bonded Road Improvements). CRCOG Contract #713 pricing is valid through December 31, 2021. Due to variations in the type of markings and unit prices between vendors, we will select the most cost effective and responsible Contractor to perform and complete the task at hand.

**ACTION NEEDED:**

Move to authorize the Town Manager to enter into a unit price contract to purchase street line painting services (utilizing CRCOG Contract #713) with the most cost- effective and qualified Contractor.

**ATTACHMENT:**

- 1) CRCOG Title Page Contract #713

**PREPARED BY:**

Jim Horbal, Deputy Director of Public Works 



CAPITOL REGION PURCHASING COUNCIL

INVITATION FOR BID #713  
TRAFFIC GUIDELINES AND PAINTED PAVEMENT  
MARKINGS

<u>Issue Date:</u>	<u><a href="http://crocog.bonfirehub.com">As listed on crocog.bonfirehub.com</a></u>
<u>Deadline for Questions:</u>	<u><a href="http://crocog.bonfirehub.com">As listed on crocog.bonfirehub.com</a></u>
<u>Response Deadline:</u>	<u><a href="http://crocog.bonfirehub.com">As listed on crocog.bonfirehub.com</a></u>
<u>Response Location:</u>	<u><a href="http://crocog.bonfirehub.com">crocog.bonfirehub.com</a></u>

Agenda Item No. 12  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 29, 2021  
**SUBJECT:** Adoption of the 2021/2022 Town Budget and Pie Chart

**Summary of Agenda Item:**

The Budget Referendum was held on April 27, 2021.

The results are:

Number of Eligible Voters:	15,233
Number of Property Owner/Taxpayers (who voted)	1
Number of Votes Cast:	397
Percentage that Voted:	2.61% (not including taxpayers)

The following questions were presented:

“Shall the proposed general government budget for 2021/2022 fiscal year be adopted?”

Results:                      Yes    **301**    No    95

Advisory Question 1 “If you voted no on the general government budget, is the budget...”

Too High    **87**                      Too Low    20

“Shall the proposed Board of Education budget for the 2021/2022 fiscal year be adopted?”

Results                      Yes    **268**    No    120

Advisory Question 2 “If you voted no on the Board of Education Budget, is the budget...”

Too High    **115**                      Too Low    26

Attached is the Pie Chart which will be inserted to the tax bills for July 2021.

**Action Needed:**

No action needed

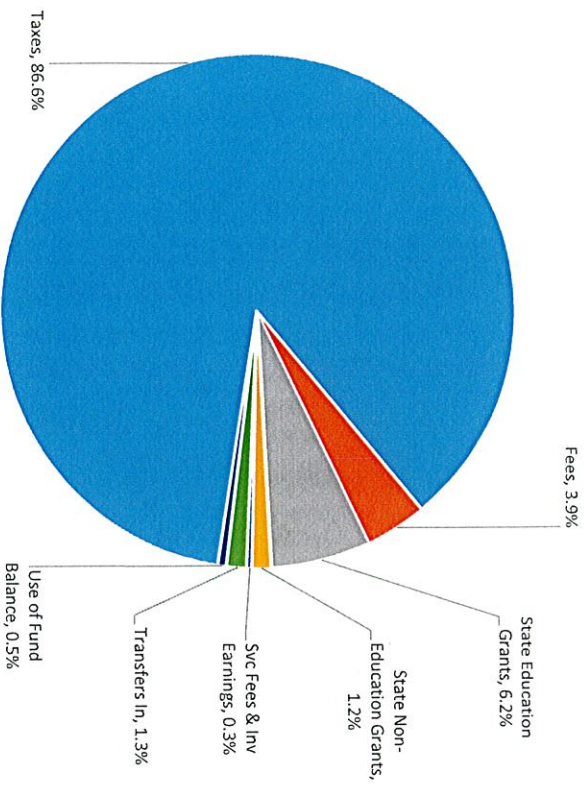
**Attachments:**

Pie Chart

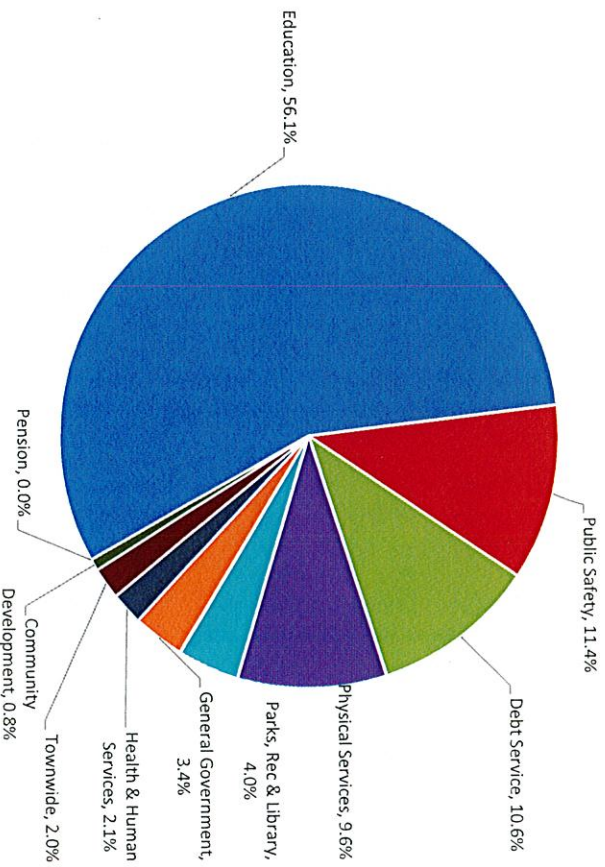
**Prepared By:** Kate Wall, Town Clerk



How is the budget funded?



Where do your tax dollars go?



Education includes BOE operating budget, private schools and dept. 61

Debt Service:  
 General Government: \$4,438,523 (50%)  
 Education: \$4,405,370 (50%)

Agenda Item No. 13  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** April 28, 2021  
**SUBJECT:** Waiver of 15% of Rent for Six Months for a Tenant Requesting Rental Assistance from the State

**Summary of Agenda Item:**

Acting through the Department of Housing (DOH), the State of Connecticut is developing the UniteCT Program. This \$235 million program will provide rental and utility payment assistance to qualified Connecticut households financially impacted by the COVID-19 pandemic. The intention of UniteCT is to help stabilize Connecticut's Rental Housing Market.

One of the tenants at the Town's Mobile Home Park has applied to UniteCT for rental assistance. As a condition of receiving assistance from UniteCT, the landlord is required to waive 15% of the rent for six months and not pursue the recovery of the amount in arrears from the tenant. The current monthly rent is \$300. The total amount of forgone rent for the six-month period will be \$270.

**Action Needed:**

Move to authorize the Town Manager to execute the application of a tenant residing at the Town's Mobile Home Park for the UniteCT Program Participation Agreement and waive 15% of the rental income for a period of six months or a total of \$270.00.

**Attachments:**

Application Agreement

**Prepared by:** Arosha Jayawickrema, Town Manager



Your application will not be fully ready for review until your tenant completes their portion of your application. An email will be sent to the tenant email address you provided, prompting them to complete their section. Please follow up with them to make sure they proceed. You can also check back here to see the status of your application at any time. If your tenant already completed their section, your application will be sent for review.

Cases yet to be submitted for following tenant applications.

<b>Application Status</b>	<b>Property</b>	<b>Unit</b>	<b>Tenant</b>	<b>Phone</b>
Ready for Submission	Longo Mobile Home		Nicholas Longo	(860) 612 - 9068

## Terms and Conditions

The **Landlord** hereby acknowledge and certify to the following:

1. Payments under the UniteCT Program (the “**Program**”) are conditioned on Landlord and Tenant each complying with, and continuing to comply with, their respective obligations under this Program Participation Agreement and all Program criteria as set forth in the Program guidelines posted on the Department of Housing website ([www.ct.gov/doh](http://www.ct.gov/doh)).
2. Landlord and Tenant each have a separate obligation to, as soon as reasonably possible, notify a Program representative if Tenant vacates the property for which this application is made (the “**Property**”) at any time before any Program payment is made to Landlord.
3. No payments can be made if Tenant is not living at the Property at the time the Program payment is being made to the Landlord.
4. Upon approval for Program assistance, this Program Participation Agreement shall serve as an addendum to the lease or rental agreement in effect between the Landlord and Tenant, and shall continue on a month-to-month basis for each month in which Program assistance is provided. Where there is a conflict between the terms of the lease or rental agreement in effect between the Landlord and Tenant, and the terms of this Program Participation Agreement, the terms of this Program Participation Agreement shall control.

The **Landlord** hereby acknowledges, agrees and certifies that:

1. If Landlord has a pending summary process action against Tenant at the time of the application, Landlord shall immediately withdraw such actions upon approval of the application for assistance, and each party shall bear their own attorney’s fees and court costs arising from such action.
2. Landlord shall not at any time serve any Notice to Quit, initiate or prosecute any summary process action against Tenant for nonpayment of rent accrued prior to the date on which assistance is provided.

3. Landlord recognizes that the Program shall provide assistance covering 85% of the rental arrears owed for, at a maximum, the period of six (6) months prior to application submittal by Landlord or Tenant.
4. Landlord shall waive the 15% of rental arrears owed for the period of six (6) months prior to the application submitted that is not covered by the Program, and shall not pursue the recovery of such arrears from Tenant.
5. Landlord shall provide any documentation needed to assist in determining initial eligibility and any redetermination of eligibility, and is aware that all information and documents provided, except as may be exempted pursuant to law, may be subject to public release pursuant to State of Connecticut Freedom of Information public records laws.
6. Program assistance shall be provided on the basis of the last agreed-upon rent between the Landlord and Tenant prior to the date of the application. Landlord shall not increase Tenant household's rent during the period during which assistance is provided under the Program.
7. Landlord shall waive all court costs, attorney's fees, late fees and penalties assessed to the Tenant as a result of non-payment or partial payment of rent from March 13, 2020 through the period during which assistance is provided under the Program.
8. Program funds shall be used only for the payment of rent or rent arrearage eligible under Program guidelines and not for any other purpose.
9. Landlord shall maintain a record of how Program funds are spent and produce an accounting demonstrating the appropriate use of Program funds upon request of a Program representative.
10. The Program and its administrator has the right to demand that Program payments be returned should Landlord breach any the of the terms of this Participation Agreement or the Program guidelines posted on the Department of Housing website.

### **General Terms**

- 1. Nothing in this Program Participation Agreement or the UniteCT Program itself shall in any way be construed as making the State of Connecticut a party to the Landlord and Tenant's Lease, to this Program Participation Agreement, or to any other agreement between the Landlord and Tenant. Nothing in this contract shall be construed as creating any right of the Tenant, any Household member or other third party to enforce any provision of this contract, or to assert any claim against the State of Connecticut under this Agreement.**
- 2. At no point shall the State be considered to have assumed: (a) responsibility for any act or omission of the Landlord or Tenant; or (b) any obligation that the Landlord and Tenant have to one another pursuant to the Lease.**

**3. Assistance or direction provided to the Landlord or Tenant in the application process by the State of Connecticut or any authorized contractor or representative should not in any way be construed as: (a) the guarantee of approval of the application; or (b) an agreement by the Program to make payment to the Landlord.**

**4. This Agreement may be terminated if the Program Administrator determines that either Landlord or Tenant has breached this Agreement.**

**5. Landlord and Tenant understand that the State of Connecticut Department of Housing and the Program will rely on the information in this application and that, if the application is approved, any deliberate omissions, misrepresentations and/or incorrect statements in this application may result in withdrawal of the application from the review process at the Program Administrator's discretion. Landlord and Tenant understand that he/she/they may be prosecuted for false statement under the laws of the State of Connecticut under Section 53a-157 of the Connecticut General Statutes or under the laws of the United States pursuant to 18 U.S.C. Section 1001 as both may be amended from time to time.**

**By checking this box I hereby certify that I know that I am entering into this Program Participation Agreement and that I will be bound to comply with the terms and conditions of this Program Participation Agreement.**

Previous  
Submit

The Town Council will meet in the Town Council Chambers. 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 Zoom Meeting

<https://town-berlin-ct-us.zoom.us/j/95711053733?pwd=ZDZPcVpvcDdCQUkrUk5seTJpTHVNdz09>

Meeting ID: 957 1105 3733

Passcode: 633370

One tap mobile

+19292056099,,95711053733#,,, \*633370# US (New York)

Meeting ID: 957 1105 3733

Passcode: 633370

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, April 20, 2021  
Town Council Chambers (Council and Staff Only)  
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 Aroscha Jayawickrema
	Corporation Counsel Jeffrey Donofrio

**D. AUDIENCE OF CITIZENS**

*Tobias Heady, Old Brickyard Lane* – Mr. Heady explained that he has recently moved into a rental property on Old Brickyard Lane owned by Thomas Coccomo. Mr. Coccomo is also building a warehouse on the property and has been unable to obtain his Certificate of Occupancy (CO) because Mr. Heady is the second occupant of a single residency building.

According to Mr. Heady, Mr. Coccomo has been harassing him and not taking his rent with the hope of using that as a reason to evict Mr. Heady in order to obtain the CO from the Town.

Mr. Heady is asking that the Town hold firm in its' regulations for issuing that CO and not provide Mr. Coccomo with an exemption at this time. He added that his lease is up on August 1st.

Mayor Kaczynski stated that he will ask Corporation Counsel to look into the facts of the situation and determine what, if anything, the Town can do about the situation.

**E. MEETING AGENDA – Immediately Following the Audience of Citizens**

**F. CONSENT AGENDA:**

1. **Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 105.00 and items valued at \$ 275.00. – Animal Control**
2. **Topic re: Approve Berlin Youth Football and Cheerleading to sell food and beverages at their home football games at Scalise Football Field, Sage Park for the 2021 season. – Parks and Recreation**
3. **Topic re: Approve Alex Joslyn of CFC North, LLC to charge a registration fee of \$100 for the CFC North, LLC Youth Soccer Camp which will take place July 12 to July 16, 2021 from 9:00 AM to 12:00 PM at Sage Park Auxiliary Field. The camp will have approximately 25 children. – Parks and Recreation**
4. **Topic re: Approve Debra Tubbs, Ice Queen food truck to sell ice cream, snacks and beverages at the following parks and playgrounds: Percival Pool, Demore, Dinda, Bittner Jr. Memorial Pool, Sage Park, Little Peoples Playground and the Friendship Place at Willard School. – Parks and Recreation**

Item #4 removed from Consent Agenda for further discussion.

5. **Topic re: Approve acceptance of the donation to the fishing derbies in the amount of \$100 for the Berlin Parks and Recreation Departments youth fishing derbies to be held on Saturday, April 17, and Saturday, April 24, 2021 at Sage Park Pond from 8 AM to 10 AM. – Parks and Recreation**
6. **Topic re: Accept the donations of \$125.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department**

7. **Topic re: Accept the additional donation of ten (10) voting stations and four (4) equipment cart organizers from the Norwich Registrar of Voters Office with an approximate value of \$4,900.00. – Registrars of Voter**
8. **Topic re: Allow any person who is a citizen of the United States of the age of eighteen (18) years or more who, jointly or severally, is liable to the town for taxes assessed against him/her on an assessment of not less than one thousand (\$1,000.00) on the last completed grand list of the town to vote in the budget referendum on April 27 and if held also on May 25, 2021. – Town Clerk**

Councilor Luddy moved to accept the Consent Agenda items #1-3 and 5-8, and to further discuss item #4.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

#### **CONSENT ITEM #4 MOVED FOR FURTHER DISCUSSION**

4. **Topic re: Approve Debra Tubbs, Ice Queen food truck to sell ice cream, snacks and beverages at the following parks and playgrounds: Percival Pool, Demore, Dinda, Bittner Jr. Memorial Pool, Sage Park, Little Peoples Playground and the Friendship Place at Willard School. – Parks and Recreation**

Councilor Paonessa inquired about the application process for a vendor to sell items at parks and playgrounds. Director of Community, Recreation and Park Services Jen Ochoa stated that they have only received requests from Debra Tubbs.

Councilor Luddy moved to approve Debra Tubbs, Ice Queen food truck to sell ice cream, snacks and beverages at the following parks and playgrounds: Percival Pool, Demore, Dinda, Bittner Jr. Memorial Pool, Sage Park, Little Peoples Playground and the Friendship Place at Willard School.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

#### **G. NEW BUSINESS:**

1. **Topic re: “AN ORDINANCE APPROPRIATING \$1,500,000 FOR TOWN WIDE ENERGY CONSERVING LIGHTING UPGRADES (2021) AND AUTHORIZING THE ISSUE OF \$1,500,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE.” be adopted. – Finance**

Mayor Kaczynski stated that the Town Council will now consider and take action with respect to the Lighting Upgrades (2021) appropriation and bond ordinance. A copy of the ordinance is available on the Town website.

Mayor Kaczynski asked if there were any questions from the Town Council. There were none.

Councilor Luddy moved that the Bond Ordinance entitled: "AN ORDINANCE APPROPRIATING \$1,500,000 FOR TOWN WIDE ENERGY CONSERVING LIGHTING UPGRADES (2021) AND AUTHORIZING THE ISSUE OF \$1,500,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE" be adopted.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**2. Topic re: Police update on motor vehicle thefts and larcenies from motor vehicles. – Police Department**

Police Chief John Klett stated that in the past month there has been one stolen car compared to six the previous month. Three catalytic convertors and 11 vehicle entry attempts were made. He added that there has been an increase in community involvement and an increase in officer presence which he believes has assisted in the decrease in activity in Berlin.

NO ACTION NEEDED

**3. Topic re: Authorize the Town Manager to extend the option agreement between the Town and the Berlin Housing Authority from an end date of March 31, 2021 to a new end date of December 31, 2021. – Economic Development/Housing Authority**

Housing Authority Chairman Joe Bajorski stated that Economic Development Coordinator Jim Mahoney has been appointed to the Development team to facilitate information between the Town and the Housing Authority Development team.

The Connecticut Block Grant Program (CBGP) consultant is on board and they are moving toward making application for the CBGP grant which is due in June. The Development team anticipates most funding should be in place between September and December of this year, therefore the request for the extension of the option agreement to December 31, 2021.

Mr. Bajorski added that they have not submitted application as of yet for the 4% tax credits as some studies need to be refreshed and engineering changes have been made to use a geothermal heating/cooling system which can be paid for from energy saving grants that are now available. He added that the HUD 202 program has changed some of their criteria and additional monies are available in the Brownfield program that need to be explored.

Councilor Luddy moved to authorize the Town Manager to extend the option agreement between the Town and the Berlin Housing Authority from an end date of March 31, 2021 to a new end date of December 31, 2021.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**4. Topic re: Update on Parks and Recreation Summer programs. – Parks and Recreation**

Superintendent of Recreation Debbie Dennis stated that both Percival and the Demore, Dinda, Bittner Jr Memorial pools will be open this summer but there have been challenges getting lifeguards as less certification classes have been offered due to COVID. Therefore, it may become necessary to reduce hours of operation or close one pool for one or two days per week.

Today the State provided pool guidelines that mirror those provided last summer with limited capacities and social distancing. Residents will be able to reserve block times to attend open swim with a limited number of spots available. Limited swim lessons will be offered in the morning only at Percival Pool. The number of swim lessons and hours of open swim will be based on staff availability. Swim team will not be offered this summer due to lack of available staff and strict guidelines that are in place.

The Summer Fun program was not held last year due to COVID but this year they are looking to provide full day programs at Pistol Creek and the Community Center at 50% capacity. This will allow social distancing guidelines to be followed. Two staff will be assigned per group in the event an illness occurs another staff member will be available to cover. Ms. Dennis added that she has been in contacted with other towns to exchange ideas to provide the best program they can for the Town of Berlin.

NO ACTION NEEDED

**5. Topic re: Approve a bridge project at the rear of Marjorie Moore Village in an easement area that the Town acquired from the Berlin Housing Authority subject to approvals by the Inland Wetlands and Watercourses Commission, the Berlin Housing Authority and the Building Department and to authorize a grant of \$800 to Caleb Uliasz for the purchase of materials for his Eagle Scout bridge project from the open space (fee in lieu) account. – Economic Development**

Economic Development Coordinator Jim Mahoney stated that the construction of a bridge across a small brook between the Town Hall complex and Percival Field has been in the planning stages for some time and the Housing Authority has granted the Town an easement across their property. Caleb Uliasz has proposed to make the bridge construction his Eagle Scout project.

The project will also require approval from the Inland Wetlands Commission, the Building Department, and the Berlin Housing Authority. Mr. Mahoney asks that the Town Council support this project and also authorize some funding for materials. He reminded the Council that similar funding was provided for another Eagle Scout bridge project at Bicentennial Park.

Councilor Luddy moved to approve a bridge project at the rear of Marjorie Moore Village in an easement area that the Town acquired from the Berlin Housing Authority subject to approvals by the Inland Wetlands and Watercourses Commission, the Berlin Housing Authority and the Building



Department and to authorize a grant of \$800 to Caleb Uliasz for the purchase of materials for his Eagle Scout bridge project from the open space (fee in lieu) account.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**6. Topic re: Waive the Town's bidding procedure for Stonehedge Landscaping to provide the labor and equipment needed to complete the project located between Holes 5 and 6 in an amount not to exceed \$17,000.00 as this is in the best interest of the Town. – Golf Course**

Acting Director of Golf Jerry Salvio stated that Stonehedge Landscaping would be providing labor and equipment to move and grade material then hydroseed the area between holes 5 and 6. This would complete the project that began in the winter of 2020.

The golf course has expended more funds with Stonehedge than expected during Fiscal Year 2021 due to the reconstruction of the #12 tee in the fall of 2020. Timberlin is pleased with the service provided by this vendor and requests to increase the purchase order in order to complete the above-mentioned project.

Councilor Paonessa inquired if other vendors can be used at the course. Mr. Salvio stated that due to the pandemic many landscapers have been very busy and unwilling to take on what they consider to be a small project. Stonehedge has experience with numerous private and municipal golf courses in the state and there is minimal disruption for players at the course due to their understanding of golf course rules. Mr. Salvio added that he had reached out to other vendors for this project, and none had interest.

Councilor Luddy moved to waive the Town's bidding procedure for Stonehedge Landscaping to provide the labor and equipment needed to complete the project located between Holes 5 and 6 in an amount not to exceed \$17,000.00 as this is in the best interest of the Town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**7. Topic re: Award the contract to Winslow Technology Group of Waltham, MA in the amount of \$12,671.00 using State Contract #18PSX0264AG for the purchase of computer hardware for the server room. – Information Technology**

Town Manager Jayawickrema introduced this item by explaining that the current Town Hall server room location has been identified as being in a high-risk area in the main hallway. There is also an issue with staff members being located in non-compliant work spaces. The server room is going to be relocated to the second floor of Town Hall during a multi-year project. The first step of the project will be to prepare the room with proper temperature controls and move the racks into that room. The second step is the servers will need to be replaced as soon as possible as they are well beyond their useful life.

Information Technologies Director Brian Freeman stated that this request is for the hardware for this project which would also include a new 42U rack, power distribution units, power supplies, cable management hardware and a keyboard, video and mouse unit. In addition, data communication is needed between the server room and the Town Core Switch which is located in the basement level via a 40 Gb fiber run which will provide increased speed. This also includes a run of fiber to two electrical closets on the first floor to support additional networking needs without running future devices back to the Town Core.

Mr. Freeman added that the Town has worked with Winslow Technology Group in the past and they have a strong working relationship.

Councilor Luddy moved to award the contract to Winslow Technology Group of Waltham, MA in the amount of \$12,671.00 using State Contract #18PSX0264AG for the purchase of computer hardware for the server room.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

8. **Topic re: Utilize State of Connecticut DAS contract no. 17PSX0039 and authorize Encore Fire Protection of Middletown, CT., to perform the fire suppression system upgrade at the Berlin Town Hall third floor server room in the amount of \$22,951, which includes a 10% project contingency. – Facilities**

Town Manager Jayawickrema introduced this item by explaining that this is the second part of the previous agenda item and involves preparing the new room for the server installation.

Director of Facilities Doug Solek stated that the Server Relocation Project requires an updated fire suppression system and all associated devices and controls as the current system located in the room is obsolete and no longer supported.

Councilor Luddy moved to utilize State of Connecticut DAS contract no. 17PSX0039 and authorize Encore Fire Protection of Middletown, CT., to perform the fire suppression system upgrade at the Berlin Town Hall third floor server room in the amount of \$22,951, which includes a 10% project contingency.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

9. **Topic re: Appropriate \$159,000 from the General Fund Refund of Expenditures revenue account to the General Fund HVAC-Willard (\$26,000), HVAC-Griswold (\$75,000) and HVAC-Hubbard (\$58,000) accounts, pending approval by the Board of Finance and waive the bidding process and award Consulting Engineering Services, Inc. of Middletown, CT the contracts to prepare HVAC design documents for the Mary E. Griswold School in an amount not to exceed \$75,000 and for the Hubbard Elementary School in an amount not to exceed \$58,000, as this is in the best interest of the Town. – Public Works**

Public Works Director Mike Ahern stated that the Town Council referred this item to the Public Building Commission (PBC) last year for the elementary school HVAC updates. The Willard School update is underway, and Consulting Engineer Services prepared the original designs for that school.

The PBC wants to take advantage of any funding available, COVID-related or otherwise, so they are requesting full HVAC designs done for both Griswold and Hubbard Schools. This will also provide the basis for construction cost estimates for capital planning going forward.

After speaking with Finance Director Kevin Delaney, it was determined that this can be funded with monies from the Board of Education that were returned to the Town and are now in the Refunds of Expenditures account. Those funds will be distributed in the amounts noted to the individual school accounts.

Councilor Luddy moved to appropriate \$159,000 from the General Fund Refund of Expenditures revenue account to the General Fund HVAC-Willard (\$26,000), HVAC-Griswold (\$75,000) and HVAC-Hubbard (\$58,000) accounts, pending approval by the Board of Finance.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

Councilor Luddy moved to waive the bidding process and award Consulting Engineering Services, Inc. of Middletown, CT the contracts to prepare HVAC design documents for the Mary E. Griswold School in an amount not to exceed \$75,000 and for the Hubbard Elementary School in an amount not to exceed \$58,000, as this is in the best interest of the Town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**10. Topic re: Discussion and Possible Recommendations on Further Revising “Mailbox Damage by Town Snowplows” Policy. – Public Works**

Town Manager Jayawickrema introduced this item by explaining that this policy had been revised in February 2021 to increase the reimbursement to \$35 for a damaged mailbox and \$40 for a damaged post. The policy reimbursement amount was questioned again, and the Town Council requested policy information from other towns.

Public Works Director Ahern stated that both the Connecticut Conference of Municipalities (CCM) and his office contacted to a number of towns and received 16 responses. The information they obtained showed that approximately half of the policies are similar to Berlin’s and the other half provide full replacement of mailbox and post. He added that our policy is in line with many of the other towns.

Mayor Kaczynski stated that he believes increasing the policy to \$50 per mailbox and \$50 per post is a fair amount for the taxpayers and the cost does not represent a large appropriation for the Town.

Councilor Rosso questioned if the Town's policy states how the damage must occur, plow damage vs. snow damage. Mr. Ahern stated that they lean toward being more reasonable than less when it comes to making the replacement determination. However, staff may go out to determine if rot to the pole or a commercial plow caused the damage.

Councilor Luddy moved to increase the reimbursement for mailbox damage by Town snowplows to \$50 for a mailbox and \$50 for a post.

Seconded by Councilor Paonessa.

Those voting in favor: Councilor Luddy, Councilor Paonessa, Councilor Veach, Mayor Kaczynski

Those voting against: Councilor Angelico-Stetson, Councilor Rosso, Councilor Urrunaga

Vote being 4-3 (MOTION CARRIED)

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

- Improving Police Officer Retention – Continuing previous discussion regarding what can be done to retain Town police officers a number of options have been looked at. After discussion with Finance Director Delaney, it was determined that CMRS (Connecticut Municipal Employees' Retirement System) is not recommended as it is a very high-risk tool to manage pensions as the risk is on the Town.

Another option looked into was a Town proposal which would take an officer's salary for the last three years of service times 2% times years of service. The Police Department did not accept that option and brought forth a counterproposal which included overtime in that calculation which the Town Manager did not agree with.

What the Town Manager does recommend is a hybrid option. This would include developing a plan for new officers and if existing officers want to buy in to that plan, they would do so with existing Defined Contribution plan funds. He stated that his goal is to minimize risk for the Town by knowing what the exposure is each year which will allow for planning. The Town could provide an offer to new officers that the longer they stay with the Town the higher the Town contribution will be.

Mayor Kaczynski agreed that the Town doesn't want to be in the situation they are in now with the current unfunded Defined Contribution Plan. But the Town does still want to contribute to Police retirement in line with what other towns are doing in hopes of officers remain with the Town for a number of years.

- Senior/Community Center – Because of COVID the Town hasn't had the opportunity to share all the information about a proposed new Senior/Community Center with the community through open forums. The Town Manager proposes holding public forums with QA&M at the Berlin High School auditorium that residents can attend in person or participate in through Zoom.

- Joint meeting with the Golf Commission – A presentation will be given by National Golf Foundation, a consulting group that specializes in municipal golf courses, via virtual format. As the high school auditorium is not available on the dates they provided, the presentation will not be shown during an open public forum, but the public can still view the presentation virtually.
- The Town Manager suggested that if the Town Council members haven't yet visited Sage I that they do so as it has been greatly improved and stated that it's something the Town can be proud of.
- The Budget Referendum is April 27<sup>th</sup>. Town Clerk Kate Wall stated that absentee ballots have been being issued by her office, and the Registrar of Voters are working to prepare the voting machines and hire poll workers. Ms. Wall added that the ballot drop box can be used to return completed absentee ballots.
- Town Hall Reopening – Being in line with the Governor's recommendation the Town Manager will be looking to reopen Town Hall on May 19<sup>th</sup> but is still encouraging appointments as it makes for a more efficient work environment. Masks will still be required in the building.
- The Town Manager stated that Superintendent of Schools Brian Benigni is recovering after a collision with a deer while on his motorcycle. Mr. Benigni is looking to be able to attend meetings virtually while rehabilitating.

**I. SPECIAL COMMITTEE REPORTS:**

None

**J. COUNCILORS' COMMUNICATION:**

Councilor Veach stated that the Kensington Fire Chief has reached out inquiring about the possibility of the Town aiding with the cost of repairing the parking lot at the Kensington Fire Station on Farmington Avenue. The Chief stated the lot has been in very bad condition for a number of years. It was discussed that Fire Administrator Jim Simons may be familiar with the process for obtaining Town assistance.

Councilor Angelico-Stetson stated that today's guilty verdict in the George Floyd murder trial will hopefully be the beginning of accountability by police and others moving forward.

**K. ACCEPTANCE OF MINUTES: April 6, 2021**

Councilor Luddy moved to accept the Minutes of the April 6, 2021 Town Council Meeting.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**L. ADJOURNMENT**

*2021-04-20 Town Council Meeting Minutes*

Councilor Luddy moved to adjourn at 8:19 p.m.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting