

Join Zoom Meeting

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Town Meeting: 6:45 P.M.

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday July 20, 2021 at 6:45 p.m. for the following purposes:

To approve a FY22 non-budgeted appropriation of \$3,100,000 from the General Fund Unassigned Fund Balance to the Pension/Actuarial account, both in the General Fund.

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, July 20, 2021
Town Council Chambers and
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MEETING AGENDA – Immediately Following the Audience of Citizens

F. CONSENT AGENDA:

1. Topic re: Approve a prorated cash refund of Mr. Sytulek's 2021 Timberlin Golf Club season pass in the amount of \$1,095. – Golf Course
2. Topic re: Accept monetary donations totaling \$775.00 for the Berlin Peck Memorial Library and deposit \$62.00 into the media lab account and deposit \$500.00 into the library agency account for the purchase of adult fiction books and deposit \$213.00 into the friends of the library miscellaneous account for the purchase of a museum pass and programs. – Berlin-Peck Memorial Library

3. Topic re: Approve permission for consumption of alcoholic beverages (BYOB) – beer and wine and charge a \$20 fee per person at Timberlin Park Pavilion for the Class of 1969 class reunion requested by Paula Carlson on Saturday, September 18, 2021 from 2:00 PM to 6:00 PM. for approximately 50 adults in attendance with catered sandwiches and no entertainment. Tulip Insurance will be obtained if permission is granted. – Parks and Recreation
4. Topic re: Approve waiving the Police Traffic Control fees in the amount of \$2,289.00 for the Willard PTO Run Back to School 5K Fun Run which takes place on Sunday, September 26, 2021; rain date Sunday, October 3, 2021. – Town Manager
5. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$100.00 and items valued at \$60.00. – Animal Control
6. Topic re: Approve waiving the Police Traffic Control fees for the Berlin Lions Club's 2021 Berlin Fair in the approximate amount of \$29,236. (Said figure to be exactly determined after the Fair). – Town Manager

G. NEW BUSINESS:

1. Topic re: Appropriate \$3,100,000 of FY22 General Fund Unassigned Fund Balance to the Pension/Actuarial Funding account within the General Fund to fund anticipated DB pension payout, pending approval of the Board of Finance. - Finance
2. Topic re: Appoint the members noted in Attachment B to the Community / Senior Center sub-committee and charge the members to complete the tasks outlined in Attachment A and report to the Council periodically. – Town Manager
3. Topic re: Update on Paper Goods Ponds treatment and permitting. – Public Grounds
4. Topic re: Waive the Town's bidding procedure and approve the issuing of a Purchase Order in the amount not to exceed \$30,000 for two ExMark Zero Degree mowers with accessories from Cofield's Sport & Power Equipment, as this is in the best interest of the Town. – Public Grounds
5. Topic re: Authorize the Town Manager to enter into the proposed Facility Use and Rental Agreements with the YMCA for both the McGee Middle School and the Hubbard Elementary School. - Board of Education
6. Topic re: Waive the bidding requirements to purchase water meters, readers and frequency emitters directly from Ti-Sales of Sudbury, MA (as they are the sole-source supplier for the Northeast Region) in the amount of \$60,000 for the year, as this is in the best interest of the Town. – Water Control
7. Topic re: Waive the bidding requirements to purchase two (2) pressure reducing valves from Harper-Haines in the amount of \$15,000, as this is in the best interest of the Town. – Water Control
8. Topic re: Appropriate the \$86,330 Brownfields Grant to the Connecticut Sand & Stone Brownfields grant account and to refer the appropriation to the Board of Finance.

Approve the attached resolution to authorize the Town Manager to execute a grant proposal, the grant agreement and other documents as necessary to secure and carry out the purposes of the Brownfields Assessment grant for the Connecticut Sand & Stone properties.

Enter into a Forbearance and Environmental Grant Related Agreement with Real Property acquisition LLC and Connecticut Sand and Stone Corporation to extend the forbearance period to June 2022, secure site access for environmental testing purposes and provide for cooperative environmental investigation efforts including that all investigations become part of the public record subject to the review and approval of Corporation Counsel.

Waive bidding requirements in the best interest of the Town and authorize the Town Manger to enter into a consulting contract and amendments thereto with BETA Group, Inc. in an amount not to exceed \$78,573.75 to be paid from the Brownfields Assess.-CT Sand & Stone account, per the scope of work attached, subject to approval of appropriation of the \$86,330 Brownfields Grant for the Connecticut Sand & Stone Brownfields project by the Board of Finance. – Economic Development

9. Topic re: Transfer \$46,000 from the IT Mid-Managers account to the Transfer to Other Funds account, subject to approval of the Board of Finance, for the removal of asbestos from 889 Farmington Avenue.

Waive the bidding process and authorize the Town Manager to enter into a contract with Cisco LLC in the amount of \$210,006 and to execute changes orders up to \$21,000 to be funded by \$77,291 from the Demolition & Environ. Remediation account, \$18,230 from Municipal Brownfields Grant account, \$136,000 from the Farmington Ave Development (non-grant) account pending approval of the \$46,000 transfer by the Board of Finance, as this is in the best interest of the Town. – Economic Development

10. Topic re: Authorize the Town Manager to execute a subordination agreement to subordinate the façade easement to the ELUR at 861 Farmington Avenue, subject to the review and approval of Corporation Counsel. – Economic Development
11. Topic re: Waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 in FY 21-22 **Dept. 38** Contractual Services account for each of the following Contractors; WaterOne Tech; Landry Communications; Drain Dr.; Associated Security; Security 101; Johnson Controls; Trane US.; Automated Building Systems; Calvert Safe & Lock; Stanley Access Technology; Daikin Applied; Hussey Advantage; Swan Associates; Encore; Kone Elevator; Tull Bros; Carrier; Greenwood Roofing, and Horton Electric, as this is in the best interest of the Town. - Facilities
12. Topic re: Waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 in FY 21/22 **Dept. 61** Contractual Services account for each of the following Contractors: ClearWater Industries; Landry Communications; Drain Dr.; Associated Security; Security 101; Johnson Controls; Trane US.; Tull Bros.; Calvert Safe & Lock; Stanley Access Technology; Hussey Advantage; Swan Associates; Kone Elevator; Daikin Applied, and Horton Electric, Automated Building Systems, as this is in the best interest of the Town. - Facilities

13. Topic re: Waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 in FY 21-22 **Dept. 38** Operating Materials account for each of the following vendors: F.W. Webb; Electrical Wholesalers; Filter Sales & Service; MC Management; Tull Bothers; John Boyle; Swan Associates; Hajoca (New Britain Plumbing), Plimpton & Hills, Graybar Electric, New England Industrial, K & S Distributors, and C & C Custodial, as this is in the best interest of the town. - Facilities
14. Topic re: Waive the Town's Bidding Procedures and approve issuing Purchase Orders in an amount not to exceed \$25,000 in FY 21-22 **Dept. 61** Operating Materials account for each of the following vendors: F.W. Webb; Electrical Wholesalers; Filter Sales & Service; MC Management; Tull Bothers; John Boyle; Swan Associates; and Hajoca (New Britain Plumbing), as this is in the best interest of the town. - Facilities
15. Topic re: Authorize bid waivers for Seasons 4, Inc. of Douglasville, GA. in the amount of \$232,312.50 and Norris & Ferris of Simsbury, CT. in the amount of \$16,117.50 which includes five percent (5%) contingencies for the purchase of replacement HVAC units RTU 1 & 2 at McGee Middle School, as this is in the best interest of the Town. - Facilities
16. Topic re: Waive the Town's bidding procedures to allow the Town Clerk's Office to continue use Cott Systems, Inc. software for land records and dog licensing, provide maintenance, auditing services and supplies to the office for an amount not to exceed \$14,300 for fiscal year 2021/2022.

Waive the Town's bidding procedures and award a contract to Cott Systems, Inc. to host online index books for land records 1968-1971 in an amount not to exceed \$19,450.00. – Town Clerk

H. TOWN MANAGER'S REPORT:

I. SPECIAL COMMITTEE REPORTS:

J. COUNCILORS' COMMUNICATION:

K. ACCEPTANCE OF MINUTES: July 6, 2021

L. EXECUTIVE SESSION:

1. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee. – Water Control Manager
2. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee. – Town Manager

M. ADJOURNMENT

**LEGAL NOTICE
TOWN OF BERLIN
SPECIAL TOWN MEETING**

July 20, 2021

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday July 20, 2021 at 6:45 p.m. for the following purposes:

1. To approve a FY22 non-budgeted appropriation of \$3,100,000 from the General Fund Unassigned Fund Balance to the Pension/Actuarial account, both in the General Fund.

Dated at Berlin, Connecticut this 13th day of July 2021.

BERLIN TOWN COUNCIL

ATTEST: Kathryn J. Wall

**Publish Date:
July 15, 2021**

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 7, 2021

SUBJECT: Golf Season Pass Refund for Mr. Scott Sytulek

Summary of Agenda Item:

Mr. Scott Sytulek was injured (see attached Medical Letter) and requested a credit on his 2021 Season Pass. As per the Timberlin refund Policy, the Timberlin Golf Commission voted to approve a credit to be used at Timberlin for next season. The amount of the credit is \$1,095. Mr. Sytulek's play stats are listed below.

Scott Sytulek	
Non-Resident Unrestricted Season Pass	\$1,395.00
(4) 18-Hole Rounds	(172.00)
(3) 9-Hole Rounds	(78.00)
Administrative Fee	(50.00)
Total Refund Requested-2021 Golf Season	\$1,095.00

Upon further discussion with Mr. Sytulek, he advised he would prefer a cash refund due to extenuating personal matters. The Timberlin Golf Commission was asked to vote by email to approve a cash refund. The vote was split: 2 - Yay, 3 - Nay, 1 - Abstaining and 2 did not vote.

Mr. Sytulek has now asked that the matter be brought before the Town Council.

Action Needed:

Move to approve a prorated cash refund of Mr. Sytulek's 2021 Timberlin Golf Club season pass in the amount of \$1,095.

Attachments:

Medical Letter from Orthopedic Associates of Hartford, PC

Prepared By:

Jerry Salvio, Acting Director of Golf





ORTHOPEDIC ASSOCIATES OF HARTFORD, PC
Enfield, Farmington, Glastonbury, Hartford, Manchester, Plainville, Rocky Hill
www.oahct.com

Michael S. Aronow, M.D.

Gerald J. Becker, M.D.

Ross A. Benthien, M.D.

Nicholas A. Boutempo, M.D.

Jeffrey K. Burns, M.D.

Kevin J. Burton, M.D.

Andrew E. Caputo, M.D.

Robert J. Carangelo, M.D.

Vincent T. Codispoti, M.D.

Stephen L. Davis, M.D.

Thomas W. Dugdale, M.D.

Sean M. Esmende, M.D.

John P. Fulkerson, M.D.

John C. Grady-Benson, M.D.

Christopher H. Judson, M.D.

W. Jay Krompinger, M.D.

Stephan C. Lange, M.D.

Christopher J. Lena, M.D.

James T. Mazzara, M.D.

Pietro A. Memmo, M.D.

Michael A. Miranda, M.D.

Durgesh G. Nagarkatti, M.D.

Clifford G. Rios, M.D.

Steven F. Schutzer, M.D.

Mark Shekman, M.D.

Raymond J. Sullivan, M.D.

J. Kristopher Ware, M.D.

Robert S. Waskowitz, M.D.

Daniel K. Witmer, M.D.

Hanbing Zhou, M.D.

Gordon A. Zimmermann, M.D.

June 16, 2021

Regarding Scott Sytulek

To Whom It May Concern:

Mr. Sytulek will be unable to golf for the rest of the season as he sustained a hip fracture on June 11, 2021.

Any questions please call 860-549-8267.

Daniel Witmer, M.D.

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 12, 2021

SUBJECT: Accept Library Donations

SUMMARY:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	62.00	Media Lab Acct.	digital media lab equipment	Various
	500.00	Library Agency Acct.	donation from Ronald and Beverly Cook fund for the purchase of adult fiction books	American Endowment Foundation in care of Friends of the Library
	213.00	FOL Misc. Acct.	museum pass and programs	Friends of the Library
	775.00			

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

ACTION NEEDED:

Move to accept monetary donations totaling \$775.00 for the Berlin Peck Memorial Library and deposit \$62.00 into the media lab account and deposit \$500.00 into the library agency account for the purchase of adult fiction books and deposit \$213.00 into the friends of the library miscellaneous account for the purchase of a museum pass and programs.

ATTACHMENTS:

None

PREPARED BY:

Kim McNally, Library Director



Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 9, 2021

SUBJECT: Permission to consume alcoholic beverages (BYOB) beer and wine and a charge a fee of \$20 per person at Timberlin Park Pavilion for the BHS Class of 1969 class reunion requested by Paula Carlson

SUMMARY:

The Berlin Parks and Recreation Commission at a meeting on Thursday, July 8, 2021 recommended permission to consume alcoholic beverages (BYOB) - beer and wine and charge \$20 per person at Timberlin Park Pavilion for the BHS Class of 1969 class reunion requested by Paula Carlson on Saturday, September 18, 2021 from 2:00 PM to 6:00 PM. There will be about 50 adults in attendance with catered sandwiches and no entertainment. Tulip Insurance will be obtained if alcohol permit is granted.

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

ACTION NEEDED:

Move to approve permission for consumption of alcoholic beverages (BYOB) – beer and wine and charge a \$20 fee per person at Timberlin Park Pavilion for the Class of 1969 class reunion requested by Paula Carlson on Saturday, September 18, 2021 from 2:00 PM to 6:00 PM. for approximately 50 adults in attendance with catered sandwiches and no entertainment. Tulip Insurance will be obtained if permission is granted

ATTACHMENTS:

Permission for the use of alcoholic beverages

PREPARED BY:

Jennifer Ochoa, Director Community, Recreation and Park Services

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

PERMISSION FOR USE OF ALCOHOLIC BEVERAGES

ORGANIZATION: BHS Class of 69 FACILITY REQUESTED Timberlin Picnic Pavillion
CONTACT PERSON: Bob Pessoor Pad Carlson PHONE: 328-5157 / 360-803-1432
PC-STREET: 654 High Rd CITY: Berlin ZIP: 06037
RENTAL DATE: Sept 12, 2021 START TIME: 2 PM FINISH TIME: 6 PM
NATURE OF ACTIVITY: Rain date Sept 19, 2021
70th Birthday for members of our class
AGE GROUP: 70 TOTAL ATTENDANCE: 50 MINORS: YES: NO: X
TYPE OF ALCOHOL: BEER: ✓ WINE: ✓ OTHER (EXPLAIN):
HOW DISPENSED: CASH BAR: OPEN BAR: BYOB: X
FOOD: YES: X NO: HOW SERVED: SIT DOWN BUFFET OTHER Catered sandwiches
Birthday cake
ENTERTAINMENT: YES NO X TYPE:
WILL FEES BE ASSESSED TO THOSE ATTENDING: YES X NO EXPLAIN: \$20.00 per person

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

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

INSURANCE, (TULIP): Insurance is required by all groups requesting the use of alcoholic beverages.

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


Date: 6/4/21 Signature: Paul B. Carlson

PERMISSION FOR CONSUMPTION OF ALCOHOLIC BEVERAGES:		Approved	Denied
Chief of Police	<u>[Signature]</u>	<u>✓</u>	<u> </u>
Town Manager	<u>[Signature]</u>	<u>✓</u>	<u> </u>
Community, Recreation and Park Services Rep.	<u>[Signature]</u>	<u>✓</u>	<u> </u>
Parks and Recreation Commission	<u>7/8/2021</u>	<u> </u>	<u> </u>
Town Council	<u> </u>	<u> </u>	<u> </u>

Reason for Denial:

State Liquor License required: Yes No

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: July 1, 2021

SUBJECT: Police Fee Waiver for the Willard PTO Run Back to School 5K Fun Run

Summary of Agenda Item:

Willard PTO will be hosting a Run Back to School 5K Fun Run on Sunday, September 26, 2021 to raise proceeds to benefit the Willard Elementary School community by providing programs and materials to enrich the children's educational activities. A portion of the funds raised will benefit activities for the current 5th grade class as they celebrate their last year at Willard. The event promotes health and wellness and provides a great opportunity to bring families from the Willard community and Berlin together.

Traci Kissane from the Willard PTO has requested the assistance of the Berlin Police Department to help plan a racecourse, direct traffic, and ensure the safety of the runners and pedestrians. It is estimated that the cost for services, 6 officers and a transport vehicle, will be approximately \$2,289.00, and the Willard PTO is requesting a fee waiver from the Town.


Action Needed:

Move to approve waiving the Police Traffic Control fees in the amount of \$2,289.00 for the Willard PTO Run Back to School 5K Fun Run which takes place on Sunday, September 26, 2021; rain date Sunday, October 3, 2021.

Attachments:

Fee Waiver Form

Prepared By:

Arosha Jayawickrema, Town Manager 



TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Willard PTO	Date: 7/1/21
Contact Name: Traci Kissane	
Phone Number: (203) 927-4631	
Event: Run Back to School 5K and Fun Run	Date of Event: Sunday, 9/26/21 @ 1:00pm (round date 10/3 @ 1:00)
Location of the Event: Willard Elementary School and surrounding neighborhoods	
What fee do you want waived: the cost of police fees (estimated \$3,000) for 6 police officers from 12:30-3:30pm on race day	
Identify the hardship incurred:	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: The proceeds from this event will help benefit the Willard Elementary School community by providing programs and materials to enrich our children's educational activities. A portion of the funds will benefit activities for the current 5 th grade class as they celebrate their last year at Willard.	

Town Manager review:

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

Yes



No



If so, which criteria:

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

TOWN OF BERLIN

Request for Fee Waiver

Name of Non-Profit or Political Organization: Willard PTO

Comments:

This event promotes health and wellness and provides a great opportunity to bring families from the Willard community and Berlin together.
Thank you for your consideration.

Joao Kusan

Signature

7/1/21

Date

Arosha Sacramento

Town Manager Signature

7/1/21

Date

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

1. Fee Waiver Policy

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

Consent
5

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 14, 2021

SUBJECT: Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20020.00000

Period	Amount	Purpose	Donor*
June 29, 2021 to July 13, 2021	\$ 100.00 (cash)	Animal Care	Charlene Wadanoli Madison
	\$ 20.00 (value)	Dog treats	Al Nelson New Britain
	\$ 40.00 (value)	Can dog food	FOBAC Kensington

* Unless a name is mentioned, donors requested anonymity

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 100.00 and items valued at \$60.

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer





TOWN OF BERLIN
Animal Control Department

July 12, 2021

Charlene Wadanoli
1005 Durham Rd.
Madison, CT. 06443

Dear Charlene,

Thank you for the donation of \$100. We appreciate you thinking of us and the animals we care for. We hope your adoption of one of our kittens "Theodore" is going well and you are happy with him. It makes us feel good when we find wonderful homes like yours. All money donations are used for vet care of the animals we take in for medical issues, injuries, vaccines and neutering prior to adoption. We are grateful for people like you that share our passion. Thanks again.

Sincerely,

Jan Lund, ACO
Kate Matson, AACO



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



TOWN OF BERLIN
Animal Control Department

June 29, 2021

Al Nelson
140 Jubilee St.
New Britain, CT. 06051

Dear Mr. Nelson,

Thank you for the donation of dog treats and small containers of can dog food. We appreciate you thinking of us and the animals we care for. The dogs will love the treats !! All money donations are used for vet care of the animals we take in for medical issues, injuries, vaccines and neutering prior to adoption. We are grateful for people like you that share our passion. Thanks again.

Sincerely,

Jan Lund, ACO
Kate Matson, AACO




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

Consent

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Interim Town Manager 

DATE: July 14, 2021

SUBJECT: Berlin Lions Club Waiver of Fees

Summary of Agenda Item:

The Berlin Lions Club is requesting a waiver of Police Traffic Control Fees for the 2021 Berlin Fair. In 2019, the total amount waived by the Town Council was \$27,364. Due to COVID – 19, the Fair was canceled in 2020. Historically the Town has waived these fees.


Action Needed:

Move to approve waiving the Police Traffic Control fees for the Berlin Lions Club's 2021 Berlin Fair in the approximate amount of \$29,236. (Said figure to be exactly determined after the Fair).

Attachments:

Request for Fee Waiver
July 14, 2021 letter from Lt. Drew Gallupe

Prepared By:

Arosha Jayawickrema, Town Manager 



TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: Berlin Lions Agricultural Fair Inc	Date: July 14, 2021
Contact Name: Gary Schmidt	
Phone Number: 860-250-2067	
Event: Berlin Fair	Date of Event: September 17, 18, 19, 2021
Location of the Event: 430 Beckley Rd, East Berlin, CT	
What fee do you want waived: Police costs associated with traffic direction and control. Approximately \$29,236	
Identify the hardship incurred: The costs associated with police traffic control would negatively impact the money donated to Berlin's nonprofit organizations and needy citizens	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: The Berlin Fair is the major fund raiser for the Berlin Lions Charities. The Berlin Lions is a not for profit organization with no paid employees. The charitable giving goes to many local not for profit community groups, programs for youths and seniors, and scholarships for Berlin Students. Recipients include: Boy Scouts, Girl Scouts, Berlin Little League, UpBeat, Interact Club, Berlin Food Pantry, Berlin Volunteers Fire Departments, VIP Fishing, The Welfare Fund, supports Thanksgiving food baskets to the needy and senior dinners at the Senior Center. Scholarships are given to the Senior class valedictorian, salutatorian and the C. Howard Goding Award. The Berlin Fair is the major fundraising opportunity for many Berlin civic and church organizations.	

Town Manager review:

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

Yes ☒ No ☐

If so, which criteria:

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

TOWN OF BERLIN

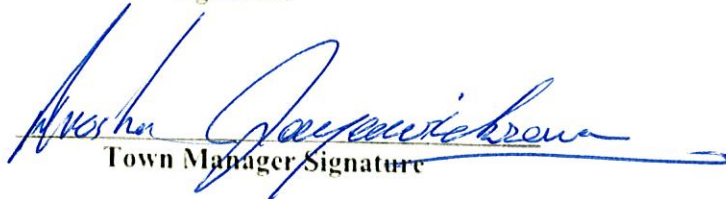
Request for Fee Waiver

Name of Non-Profit or Political Organization: _____

Comments:

Signature

Date


Town Manager Signature


Date

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

1. Fee Waiver Policy

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

BERLIN POLICE DEPARTMENT

Lieutenant Drew Gallupe - Support Services Commander
Email: dgallupe@berlinpd.org Phone: (860) 828-7184

July 13, 2021

Gary Schmidt, Fair President
Berlin Lion's Club
P.O. Box 23
Berlin, CT 06037

Dear Mr. Schmidt:

The Berlin Lions Club customarily has requested a waiver of the police costs associated with traffic direction and control at the Berlin Fair from the Town Council. This request also includes a waiver of a portion of the Town's private duty surcharge. If it is the Lions Club's intention to do so again this year the following actions need to be taken prior to this year's fair:

- 1.) A petition needs to be made to get the Lions Club's request for a waiver on the Town Council Agenda. The Lions Club must request that the Town Manager place the fee waiver on the agenda for Council approval. Attached is the waiver form.
- 2.) Town Council approval before the costs are incurred at this year's fair.

Last Berlin Fair (2019) a total of **\$27,364.28** was waived by the Town Council for costs associated with traffic direction & control.

Traffic Total	400.5 hours	\$24,364.96	
Fringe rate 12.31%		\$ 2,999.32	
Traffic Total Cost		\$27,364.28	Waived by Town Council
		<0.00>	25% surcharge waived by Town
		\$27,364.28	Total Waived by Town

Sincerely,



Lieutenant Drew Gallupe
Support Services Division
(860) 828-7184 / (860) 801-0145

Attachment (1)
Cc: Chief John Klett
A/Town Manager Aroscha Jayawickrema

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 12, 2021

SUBJECT: Appropriate \$3,100,000 of FY22 General Fund Unassigned Fund Balance to Fund Anticipated DB Pension Payouts

Summary of Agenda Item:

The FY22 adopted General Fund budget included DB pension funding to cover only monthly annuity payments and service fees. At the end of July 2021, two active participants will retire. These two retirements will deplete the existing DB balance on deposit at Prudential.

There is typically 4-6 weeks between the time a participant files retirement paperwork and the time the Town must fund the retirement payout. Since the Town Charter requires a four-step process for non-budgeted appropriations over \$25,000, and the Town Council and Board of Finance do not meet in August, this transfer is requested now to ensure the Town will have sufficient funds on deposit at Prudential to meet payout requirements.


Action Needed:

Move to appropriate \$3,100,000 of FY22 General Fund Unassigned Fund Balance to the Pension/Actuarial Funding account within the General Fund to fund anticipated DB pension payout, pending approval of the Board of Finance.

Attachments:

None

Prepared By:

Kevin Delaney, Finance Director 

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 12, 2021
SUBJECT: Creation of a Sub Committee for the Community / Senior Center to provide factual data and recommendations to the Town Council

Summary of Agenda Item:

The Town Council approved the Statements of Need for the project on January 8, 2019 and referred the project to the Public Building Commission (PBC). The PBC's role at this point in the planning process was to oversee the work of selecting and managing the consulting team and to develop a plan and preliminary cost estimate for the project. Upon completion of this work, the PBC prepared a report for Town Council review, requesting funding for further planning and construction of the facility. (If Town funding participation for the construction of the facility exceeds five million dollars, a local referendum is required.)

The PBC developed an overall scope of work for the study and issued a request for proposals and qualifications on August 30, 2019. The PBC selected Quisenberry Arcari Malik, LLC (QA+M Architecture) as the best-qualified firm. A contract was signed with QA+M Architecture in April 2020 to execute a pre-referendum study and post-referendum design-build documentation. The pre-referendum work started in May of 2020. An outline of that work is below:

QA+M Architecture's approach to the pre-referendum study phase of the work included the following major steps:

1. Review Statements of Need and establish a detailed building program/size
2. Prepare preliminary building design/footprint for site evaluation
3. Review the existing available building sites, rate and rank said sites, and make a formal recommendation regarding site selection
4. Prepare detailed concept designs for the selected site
5. Hold public information meetings to solicit input/feedback regarding the designs and project approach
6. Prepare revised concept designs based on feedback
7. Prepare professional cost estimate for the proposed project
8. Hold second-round public information meetings
9. Revise the concepts and costing to reflect public and town feedback
10. Prepare the documents for submission to referendum

The first four steps of the study have been completed and the fifth step is underway.

To complete the tasks outlined in Attachment A it is requested that a sub-committee be appointed by the Town Council.

Action Needed:

Move to appoint the members noted in Attachment B to the Community / Senior Center sub-committee and charge the members to complete the tasks outlined in Attachment A and report to the Council periodically.

Attachments:

Attachment A – Berlin Community / Senior Center Sub Committee Tasks

Attachment B - Berlin Community / Senior Center Sub Committee Members

Prepared by: Arosha Jayawickrema, Town Manager

A handwritten signature in blue ink, appearing to be 'Arosha', is located to the right of the 'Prepared by' line.

Attachment A

Berlin Community / Senior Center Sub- Committee Tasks

- a. Facilitate and be liaison for town, architect, staff, etc.
- b. Create timeline to have work completed in February/March 2022 for Final Public Forums before referendum
- c. Visit with other towns who have a Community and Senior Center
 - i. Lessons learned
 - ii. Services Offered
 - iii. Any consultants used other than architect
 - iv. Cost & Funding – if grants or other funding sources than property taxes, did the town wait for those to be “final” before final presentation?
 - v. Operations – staffing, training, in-house, outsource, including “Y” option
 - vi. How did they sell it to the town for a successful referendum?
 - vii. Prepare questionnaire for teams to use during visit
 - 1. Staff and Commission and/or Town Council member to visit together
 - viii. Newington (new Community Center and separate from Senior Center), Mansfield – been in place for many years, Newtown recently built, received corporation funding, Bloomfield recently built but no pool, Plainville/Southington partners with the Y.
 - ix. With respect to “Y”, how would that work with Senior Center; build , operate, etc.? Making Berlin townspeople priority.
- d. Understand Berlin debt position and funding sources for construction
 - i. State, Federal, Corporate or Private grants
 - ii. National Organization grants
 - iii. Community Organizations
 - iv. Network & Contacts – Current & Past Political Leaders, Companies
 - v. Town and Impact to Taxes
- e. Operations: - two options to present (in house and outsource) with pros and cons
 - i. Create template and complete for operational costs
 - ii. Staffing - any organizational changes and staff backgrounds
 - iii. Utilities – any solar option?
 - iv. Technology
 - v. Maintenance – inside and outside
 - vi. If in house is maintenance outsourced? Any other outsourcing
 - vii. Savings offset; rentals and swim meets – check with other towns
 - viii. What is Berlin’s plans for current Community Center and Senior Center
- f. Any changes for public oversight (Commissions)

Attachment B

Community / Senior Center Sub Committee Members

Donna Bovee (Chair) - Parks & Recreation Commission

Barbara Gombatz – Commission for the Aging

Tim Grady – Board of Finance

Brenden Luddy - Town Council

Dave Cyr – Economic Development Commission

Mike Urrunaga - Town Council

Jennifer Ochoa (Staff Liaison) – Community, Recreation & Park Services Director*

*Consult with other boards and commissions as well as Town staff as needed

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 12, 2021

SUBJECT: Update on Paper Goods Ponds treatment and permitting

SUMMARY:

In 2020, the Town applied for a grant through CT DEEP to treat invasive species on several bodies of water throughout Town for an amount of \$20,000. DEEP is expected to announce grant awards sometime over the next couple of months. The Parks and Grounds Department has \$20,000 in its 2021/2022 fiscal year budget to treat these water ways. The Town has been in contact with three companies that are experts in this field and is looking to contract with Water & Wetland LLC (Upton, MA) for a three-year term beginning this year. Their services would include a presentation to the Town Council explaining their course of action. Water and Wetland would also apply for a three-year DEEP permit which will happen immediately after the contract is signed. Once the DEEP issues the permit, two treatments for the water chestnut, duckweed, phragmites and algae, all located at Paper Goods Pond, will be applied by the company. The first treatment would tentatively be at the end of July and the second treatment would be four weeks after that. This is when the herbicides would be most effective. The Town is also evaluating other options to improve water conditions in addition to the treatments by Water and Wetland.

ACTION NEEDED:

None

ATTACHMENTS:

None

PREPARED BY:

Steven T. Wood, Superintendent of Parks and Grounds

SW

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: July 12, 2021
SUBJECT: Purchase of two ExMark Zero Degree mowers and accessories from Cofiell's Sport & Power Equipment.

SUMMARY:

The Berlin Parks and Grounds Department is looking to replace two of our older zero-degree mowers. These mowers have needed costly repairs over the last couple of years. The Parks and Grounds Department is requesting to waive the bidding process and approve the purchasing of two Zero Degree ExMark Mower's with complete bagging system and accessories. We have received three quotes with Cofiell's being the most competitive and the only one with the mowers in stock and ready for delivery. The Town has been doing business with Cofiell's for the last several years and they have always treated us fairly and most parts are always in stock.

Funds for the mower are in the 2021/2022 Public Grounds Equipment Account 001.25.2545.053208.00000.

ACTION NEEDED:

Move to waive the Town's bidding procedure, and approve the issuing of a Purchase Order in the amount not to exceed \$30,000 for two ExMark Zero Degree mowers with accessories from Cofiell's Sport & Power Equipment as this is in the best interest of the Town.

ATTACHMENTS:

- 1) 3 written Quotes
- 2) Sufficiency of Funds

PREPARED BY:

Steven T. Wood, Superintendent of Parks and Grounds

COFIELLS SPORT & POWER EQUIPMENT
 46 KREIGER LANE
 GLASTONBURY, CT 06033
 Phone: 860-659-0553
 Fax: 860-633-5622
 Website: www.cofiells.com
 Email: cofiells@snet.net



Quotation

Quote # : 104307

Generated on 5/4/2021 1:10:57 PM

Bill To:

15 TOWN FARM LANE
 ART VOLZ 860-728-7027
 BERLIN, CT 06037

Ship To:

TOWN OF BERLIN PARK & GROUNDS
 15 TOWN FARM LANE
 ART VOLZ 860-728-7027
 BERLIN, CT 06037
 Phone: 860-250-2821

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
EXM LZX801CKA606C1	LAZER Z XSERIES 60" KAW FX801V	1.00	11359.00	0.00	11359.00	0.00	11359.00
EXM LZUV3B	ULTRA-VAC THREE BAG 60" & 72"	1.00	2559.00	0.00	2559.00	0.00	2559.00
EXM 109-9627	COMPLETING KIT	1.00	279.00	0.00	279.00	0.00	279.00
LAB LABOR	INSTAL LABOR	4.00	95.00	95.00	0.00	0.00	0.00
EXM LZX801CKA606C1	LAZER Z XSERIES 60" KAW FX801V	1.00	11359.00	0.00	11359.00	0.00	11359.00
EXM LZUV3B	ULTRA-VAC THREE BAG 60" & 72"	1.00	2559.00	0.00	2559.00	0.00	2559.00
EXM 109-9627	COMPLETING KIT	1.00	279.00	0.00	279.00	0.00	279.00

Notes : STATE BID PRICE

Subtotal:	\$28,394.00
Tax:	\$0.00
Misc Charges:	\$0.00
Misc Tax:	\$0.00
Handling:	\$0.00
Total:	\$28,394.00

This quote is good for 30 days.

Steve Wood

From: mike fontanella <mike.fontanella@att.net>
Sent: Thursday, May 06, 2021 9:06 AM
To: Steve Wood
Subject: Exmark Quote

Per our discussion yesterday:

LZX801CKA606C1	\$14,199.99
Bagger	\$3199.99
Completing Kit	\$349

Thank You,

\$ 35,497.60

Michael @
CT Power & Sport

Q U O T A T I O N

PAGE: 1

HALL'S POWER EQUIPMENT
817 SAYBROOK ROAD
RT154
HADDAM, CT 06438 USA
Phone #: (860)345-3319
Fax #: (860)345-8875

PHONE #:
CELL #:
ALT. #:
P.O. #:
TERMS: Net 10th EOM
SALES TYPE: Quote

DATE: 6/15/2021
ORDER #: 1075532
CUSTOMER #: 111631
CP: DENNIS
LOCATION: 1
STATUS: Active

BILL TO 111631
TOWN OF BERLIN

SHIP TO
TOWN OF BERLIN

MR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZX801CKA606C1	Lazer Z X-Series 25.5 HP Kaw FX801V w/60" UltraCut Series 6	2	\$14,799.00	\$14,799.00	\$29,598.00
EXM	LZUV3B	ULTRA VAC FOR 60 NLZ	2	\$3,399.00	\$3,399.00	\$6,798.00
EXM	109-9627	UV COMP KIT FOR NLZ	2	\$399.00	\$399.00	\$798.00

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: \$37,194.00
TAX: \$0.00
ORDER TOTAL: \$37,194.00

Authorized By: _____



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 12-Jul-21

Purchase Item or Contract: Purchase of Zero Degree Mowers		Requested by: Steve Wood	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Purchase of two ExMark zero degree mowers	\$30,000.00	\$30,000.00
	(not to exceed \$30,000)		
			-
			-
			-
			-
TOTAL			\$30,000.00

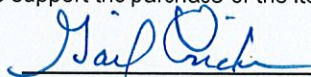
Account No. 001.25.2545.053208.00000 Equipment

Budgeted Amount.....	\$30,000.00	Available balance.....	\$30,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$30,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

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

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


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. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: July 13, 2021

SUBJECT: Approval of Facility Use and Rental Agreements the YMCA use of portions of the McGee Middle School and the Hubbard Elementary School for daycare facilities.

Summary of Agenda Item:

The YMCA plans to lease space at both McGee and Hubbard Schools in order to provide its daycare services for infants, toddlers and preschoolers. In return for the requested approval by the Town/BOE of these Agreements, the YMCA will provide space at its property on 362 Main Street in Berlin for the Transition Academy. The attached documents outline the terms and conditions under which the YMCA can occupy and operate at McGee and Hubbard. There is a separate lease proposed between the YMCA and the BOE outlining the terms and conditions under which the Transition Academy can occupy and operate at 362 Main St. All the subject leases call for a one dollar (\$1.00) annual rent, various responsibilities for the landlords and tenants, a term of seven (7) years with option for three (3) additional years, appropriate insurances, and termination and cross-default provisions. The BOE and the YMCA believe that these reciprocal arrangements proposed will benefit each in an equitable manner.

Action Needed:

Move to authorize the Town Manager to enter into the proposed Facility Use and Rental Agreements with the YMCA for both the McGee Middle School and the Hubbard Elementary School.

Attachments:

Facility Use and Rental Agreement (McGee)
Facility Use and Rental Agreement (Hubbard)

Prepared By: Jeffrey P. Cugno, Director of Operations, Berlin Public Schools

FACILITY USE and RENTAL AGREEMENT **(DRAFT FOR REVIEW 7-12-21)**

This Facility Use and Rental Agreement is entered into between the Town of Berlin, the Berlin Board of Education ("BOE") and Meriden-New Britain-Berlin YMCA ("YMCA").

This Agreement is for the purpose of setting forth the terms and conditions under which certain areas of the **McGee Middle School** facility may be occupied and used by the YMCA. This Agreement is effective upon the signature of both parties and terminates upon the expiration of the term unless terminated sooner pursuant to the terms hereof or renewed

Purpose of Use: Exclusively for YMCA Daycare operations

Location/Facilities: McGee Middle School (McGee, Norton Road, Berlin CT (Building and Site)

Rental Period: Commences upon completion of the improvements described herein and continues for a period of seven (7) years (weekdays only from 6:30a.m. to 6:30p.m. on days which McGee is open for school; except evening access may be approved by the Superintendent on a limited basis) based upon a schedule to be provided, mutually agreed upon, and attached hereto. The YMCA shall have the option to extend the rental period by up to three (3) years with written notice provided 120 days before the completion of the initial rental period.

Times of Day: 6:30 AM to 6:30 PM

Occupancy: Maximum Estimate of 52 daycare participants plus 12 Office of Early Childhood Approved staff per week

Contact Name: John Benigni Email: jbenigni@nbbymca.org

Mailing Address: 110 West Main Street, Meriden, CT 06451

Phone #: (203) 235-6386

Facility to be Occupied and Used for Daycare (hereinafter "Facility")

- Classrooms #105, #106, #107 and #108 (approx. 1,400 sq. ft.)
- Sole use of small playground/blacktop area adjacent to the building (area to be mutually agreed upon) Age appropriate state inspected playground and play apparatuses installed by YMCA.
- Entrances and Exits to and from areas to be used as designated by School Administration ("School").
- Parking spaces and driveways as designated by School Administration for drop off and pick up of daycare participants, as well as for daily parking for YMCA staff and visitors.
- A space on school property for a permanent daycare sign, with agreed upon location approved by the BOE (subject to the Berlin Planning and Zoning Regulations).

- An entrance way sign on school property for a permanent YMCA Childcare sign as well as an additional sign at the doorway entrance
- When enrollment reaches the maximum capacity the YMCA will request an additional classroom at a location determined by the BOE..

Services to be provided by BOE

- Janitorial services provided by the School. Including cleaning, trash removal, and re-stock of supplies such as toilet paper, paper towels, hand soap & trash bags, etc.
- Property management including snow removal and landscaping.
- Utilities including lights, heat, AC, phone, electricity, internet and water.
- **Renovation of classrooms to include sinks and bathroom fixtures as specified by Health Dept., and State of Connecticut Office of Early Childhood connecting doorway between classrooms, and counters as necessary. Such renovations (material and labor) are estimated to cost approximately \$ (TBD). Actual costs to be reimbursed to the BOE by the YMCA upon completion and invoice. The plans and specifications for necessary improvements will be provided and paid for by BOE and approved by the YMCA. The YMCA's obligation to reimburse the BOE for the renovation costs and expenses incurred by the BOE shall be absolute and shall survive the termination of this Agreement.**

Rental Fee and Consideration:

One Dollars (\$1.00) per annual Rental Period, **plus the approved Lease for rental and use of the YMCA's property at 362 Main Street, Berlin CT for the Central Connecticut Transition Academy, pursuant the Commercial Lease Agreement executed by the parties herewith.**

Insurance:

Policy Limits. YMCA shall obtain and keep in force, at its sole expense, the following insurance coverage:

- Commercial General Liability with a limit of not less than \$3,000,000.00 for bodily injury per person, per occurrence/\$5,000,000 aggregate and \$1,000,000.00 for property damage per occurrence/\$3,000,000 aggregate.
- Physical Abuse, Sexual Misconduct or Sexual Molestation with a limit of not less than \$3,000,000 per person, per occurrence/\$5,000,000 aggregate.
- Worker's Compensation with a limit of \$2,500,000 per accident.

The above limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits available for any one occurrence or accident be less than the amount required herein.

Minimum Requirements. It is expressly understood and agreed that the insurance coverages required herein (a) represent the BOE and the Town of Berlin's minimum requirements and are not to be construed to void or limit YMCA's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages YMCA should or should not maintain for its own protection; and (b) are being, or have been, obtained by YMCA in support of YMCA's liability and indemnity obligations under this Agreement. Irrespective of the requirements

as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the YMCA, shall not be held to affect, negate or waive any of the provisions of this Agreement.

Additional Insured. The Town of Berlin and the BOE shall be added to the YMCA's insurance policies as named additional insureds on a primary and non-contributory basis and shall be notified in writing at least 60 days by the insurer prior to any policy cancellation or termination. If any additional insurance requirements are deemed to violate any law, the additional insured requirements shall be reformed to provide the maximum amount of protection to the Town of Berlin and the BOE as allowed under the law.

Deductibles. It is agreed that all insurance deductibles are the responsibility of the YMCA, including all claim handling and legal expenses.

Defense and Indemnification. The above insurance is required to defend and indemnify the BOE and Town of Berlin against any claim, suit, damages or loss to include financial loss occasioned by any property damage or physical injury relating to the YMCA's use of the Facilities.

YMCA shall attach to this Agreement a certificate(s) of insurance evidencing the insurance coverage required to be carried herein along with the additional insured status. In the event this insurance coverage is not obtained and kept in force, the BOE may immediately terminate this Agreement. The existence of the insurance described herein shall in no way be interpreted as relieving the YMCA of any responsibility or liability under this Agreement.

Insurer Qualifications. All insurance required to be maintained by the YMCA shall be issued by carriers having a Best's Rating of A- and admitted to conduct business in Connecticut.

Maintenance of Insurance. Failure of the Town of Berlin or the BOE to demand compliance with these insurance requirements or failure of the Town of Berlin or the BOE to identify a deficiency from evidence that it is provided shall not be construed as a waiver of the YMCA's obligation to maintain such insurance.

Exclusions/Restrictions. All exclusion or restrictions of coverage not found in standard policies must be clearly identified.

Waiver of Subrogation. All policies must include a Waiver of Subrogation whereby the insured waives the right to subrogate against the BOE, the Town of Berlin as well as their officers, members, agents and employees.

Indemnification.

To the fullest extent permitted by law, YMCA shall defend, indemnify, and hold harmless the BOE, the members of the BOE, the Town of Berlin, their respective officers, agents, and employees from and against any and all injuries, claims, demands, actions, causes of action, damages, penalties, costs, and other expenses, liabilities, interest, liens, judgments attorneys' fees and costs, incurred by any of them arising out of or relating to this Lease, including but not limited to the YMCA's use of the Facility, YMCA's failure to provide the daycare services contemplated and/or the conduct of YMCA employees, volunteers, agents or invitees.

To the fullest extent permitted by law, YMCA agrees to assume the defense of members of the BOE, the Town of Berlin, their respective officers, agents, and employees, in any claim, proceeding, lawsuit, and/or litigation arising out of any accident, incident, or occurrence that is caused by, connected with, arising out of, or relating to this Lease, including but not limited to the YMCA's use of the Facility, YMCA's failure to provide the daycare services contemplated and/or the conduct of YMCA employees, volunteers, agents or invitees.

YMCA agrees that the obligation to defend commences when a claim is made against members of the BOE, the Town of Berlin, their respective officers, agents, and employees, even if the YMCA disputes its obligation to indemnify and hold harmless. The party being defended shall have the right to choose its own counsel. YMCA agrees to pay for defense of members of the BOE, the Town of Berlin, their respective officers, agents, and employees, with counsel chosen by the party to be defended, upon demand.

The Subcontractor's indemnity, hold harmless, and defense obligations set forth in this agreement shall cover the claim while this Agreement is in force, shall extend to such claims occurring after this Agreement expires or is otherwise terminated, and shall continue until such claim is adjudicated and any and all actions against the BOE, the Town of Berlin and/or their members, employees, agents and officers are settled, terminated, dismissed or concluded.

Third Party Waiver:

The YMCA shall also provide the BOE with evidence of written waiver from each daycare participant, including their respective parents and guardians, of any rights to take an action or claim against the Town of Berlin or the BOE for actions of the YMCA relating to the operation of the Facility.

Damage to Premises:

The YMCA agrees not to modify or change the Facility in any way without the written permission of the BOE and the Town, which consent is the sole discretion of the BOE and the Town. The YMCA agrees to keep the Facilities in good order and repair and in a clean condition while the YMCA has use of the Facility, and YMCA will immediately report to the BOE administration any and all damage to the Facility. The YMCA agrees to pay to the BOE on demand the cost of reasonable repairs to, or replacement of, the Facility or any part thereof.

Loss of Property:

The BOE accepts no responsibility for any property brought onto the Facility by the YMCA or by those present at the Facility in connection with YMCA's use of the Facility, and the BOE is hereby expressly relieved and discharged from any and all liability for any loss or, damage to, or destruction of such property.

Inspection of Premises:

The YMCA warrants that the YMCA has inspected the Facility prior to signing this Agreement and that such Facility are in good condition and are safe for YMCA's intended purpose. The BOE and Town make no representation or warranty as to the fitness or suitability of the Facility for the YMCA's purpose or use.

Removal of YMCA's Property:

The YMCA will remove from the Facility all items belonging to the YMCA or to those in or on the Facility in connection with YMCA's use of the Facilities immediately after YMCA's use of the Facilities terminates. Any such items, which are not so removed, will be removed at the discretion of the BOE, and any cost incurred thereby will be charged to and reimbursed by the YMCA.

School Regulations:

During YMCA's use of the Facility, the BOE and School Administration retain the right but not the obligation to direct the management and control of the Facility and the right to enforce all applicable rules, BOE policies, regulations, statutes, and ordinances. The YMCA agrees to abide by all such rules, regulations, statutes, policies, and ordinances and agrees that the BOE's enforcement of such rules, regulations, statutes, policies, and ordinances will not give rise to any claims, for damages or otherwise, by the YMCA directly or indirectly resulting from such enforcement. The YMCA acknowledges that the YMCA has been given a copy of the BOE's rules and regulations that are applicable to the YMCA's use of the Facility. The YMCA agrees to participate in all school safety exercises and protocols and background checks of its personnel as required.

Supervision:

YMCA agrees that all persons in or on the Facility in connection with YMCA's use of the Facility shall be supervised at all times by appropriate YMCA representative(s) before, during, and after YMCA's use of the Facilities. YMCA shall be solely responsible for the supervision and conduct of all persons present at the Facility. YMCA will provide to the School Administration the name and telephone number of YMCA's representative(s) responsible for supervision prior to YMCA's use of the Facility. YMCA agrees that the supervision of any persons on or in the Facility in connection with YMCA's use of the Facility is not the responsibility or liability of the BOE or the Town. If the YMCA fails to supervise any persons in or on the Facility in connection with YMCA's use of the Facilities, the BOE may immediately terminate this Agreement.

Force Majeure:

If the BOE or YMCA is prevented from fulfilling its obligation under this Agreement due to an event of Force Majeure, the party so prevented will be relieved of its obligations under this Agreement without penalty for the period during which the Force Majeure event occurs. Events of Force Majeure include acts of God, labor disturbance, acts of the public enemy, sabotage, shortage of labor, material or fuel, war, insurrection, riot, fire, storm or flood, explosion, lightning, any other catastrophes, any failure or threat of failure of facilities, any law, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities after the date hereof, or any event beyond the control of either party hereto that prevents that party from performing an obligation hereunder despite its diligent and timely efforts to perform.

Safety and Security: The YMCA acknowledges that the Facility are located within an occupied public school. YMCA shall adhere to the safety and security requirements, procedures and protocol implemented by the BOE and the Town. YMCA shall be solely responsible for the safety and security of the daycare staff, participants and visitors. The YMCA acknowledges that public health, safety, and security are of the utmost importance in connection with its operation and use of the Facility. YMCA shall, at all times, implement and maintain commercially reasonable safety, health, and security protocol with respect to its use of the Facility, including implementing best practices as

defined by the United States Centers for Disease Control and state and local public health agencies to avoid exposure to and protection against severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) aka COVID-19. YMCA shall also take such actions as are necessary to protect the health, safety and security of the participants and guests at the Facility, including adherence to guidelines promulgated by the State of Connecticut.

Termination for Cause:

Either party may terminate this Agreement for cause upon providing notice of default to the party in default. If the default has not been cured within 30 days of the defaulting party receiving written notice of such default, the Agreement shall be deemed terminated and the YMCA shall vacate possession and cease use of the Facility without further demand. "Default" shall mean the failure or non-compliance by either party to fulfill any obligation, term or condition of this Agreement by which the parties are bound. The Parties acknowledge that the YMCA is the landlord pursuant to a Lease with the BOE, dated _____, 2021 for premises located at 362 Main Street, Berlin ("362 Lease"). In the event that the 362 Lease is terminated, the Town or BOE shall have the right to terminate this Lease upon thirty (120) days advance written notice to the YMCA. If early termination occurs all parties agree to work in good faith to resolve concerns, issues and or disagreements.

Termination for Convenience.

The BOE or the Town may terminate this Agreement for convenience and without cause at any time upon 120 days written notice to the YMCA. If the YMCA has fully reimbursed the BOE for the renovation costs incurred by the BOE, the BOE or the Town may not terminate this Agreement for convenience during the first three (3) years of the term. If the lease is terminated in less than 7 years the BOE will reimburse the YMCA a proportional amount of the actual cost reimbursed to the BOE by the YMCA (i.e.) 14.3% of the cost for each year less than 7 years.

Assignment:

The parties hereto agree not so assign or sublease any interest in the premises or any duties or responsibilities contained herein without the express written consent of the other party.

Disputes:

The laws of the State of Connecticut shall govern the rights of the parties hereto and the construction of this Agreement and Connecticut shall be the sole situs for any action commenced. The parties hereto agree to waive any trial by jury. The parties also agree to forgo litigation of any disputes in favor of mediation and binding arbitration.

Severability and Waiver:

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

Notices:

All notices shall be addressed to the parties at the addresses set out herein and shall be sent via overnight mail service or registered mail (return receipt requested), and shall be considered as delivered when received in all cases.

For the Berlin Public Schools and the Board of Education:

Attn: Brian Benigni, Superintendent
238 Kensington Road, Berlin, CT 06037
Phone: 860-828-6581.

For the YMCA:

Attn: John Benigni, Chief Executive Officer
110 West Main Street, Meriden, CT 06450
Phone: 203-213-0823

For the Town of Berlin:

Attn: Arosha Jayawickrema, Town Manager
234 Kensington Road, Berlin, CT 06037
Phone: 860-828-7002

Complete Agreement:

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. No modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto, nor may the provisions of this clause be waived except by such a writing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

In the event there is a termination of this Agreement, the YMCA may not unilaterally terminate the Lease at 362 Main Street until the later of 120 days from the date of termination hereof or the end of the BOE's current fiscal year. The parties hereto agree to work together in good faith at all times to negotiate and resolve any concerns, issues, or disagreements.

I/We have read and agree to the terms of this Facility Use and Rental Agreement.

Berlin Board of Education

By: Brian Benigni

Title: Superintendent

Date:

Meriden-New Britain-Berlin YMCA

By: John Benigni

Title: CEO

Date:

TOWN OF BERLIN

By: Aroscha Jayawickrema

Title: Town Manager

Date:

Appendix A:

RULES GOVERNING USE OF SCHOOL FACILITIES

- a) Parking. All vehicles are to be parked ONLY in the main parking area or other designated areas. Vehicles should be unloaded in the parking lot with participants/attendees walking to the facility.
- b) Keys. Keys may be provided to a designated person in your group. In such event, keys must be returned to the person identified in (m) below within a business day following the conclusion of your event. If keys are not so returned, you will be subject to a \$25 lost key fee.
- c) You must comply with all state and local fire, health, and safety laws.
- d) No alcoholic beverages of any kind may be consumed or possessed at any location within the Facility.
- e) The School is a smoke-free environment. Smoking or tobacco products of any kind are not allowed on campus at any time.
- f) School facility must be treated respectfully and must remain in their present condition, in a clean and neat condition.

FACILITY USE and RENTAL AGREEMENT **(DRAFT FOR REVIEW 7-12-21)**

This Facility Use and Rental Agreement is entered into between the Town of Berlin, the Berlin Board of Education ("BOE") and Meriden-New Britain-Berlin YMCA ("YMCA").

This Agreement is for the purpose of setting forth the terms and conditions under which certain areas of the **McGee Middle School** facility may be occupied and used by the YMCA. This Agreement is effective upon the signature of both parties and terminates upon the expiration of the term unless terminated sooner pursuant to the terms hereof or renewed

Purpose of Use: Exclusively for YMCA Daycare operations

Location/Facilities: McGee Middle School (McGee, Norton Road, Berlin CT (Building and Site)

Rental Period: Commences upon completion of the improvements described herein and continues for a period of seven (7) years (weekdays only from 6:30a.m. to 6:30p.m. on days which McGee is open for school; except evening access may be approved by the Superintendent on a limited basis) based upon a schedule to be provided, mutually agreed upon, and attached hereto. The YMCA shall have the option to extend the rental period by up to three (3) years with written notice provided 120 days before the completion of the initial rental period.

Times of Day: 6:30 AM to 6:30 PM

Occupancy: Maximum Estimate of 52 daycare participants plus 12 Office of Early Childhood Approved staff per week

Contact Name: John Benigni Email: jbenigni@nbbyymca.org

Mailing Address: 110 West Main Street, Meriden, CT 06451

Phone #: (203) 235-6386

Facility to be Occupied and Used for Daycare (hereinafter "Facility")

- Classrooms #105, #106, #107 and #108 (approx. 1,400 sq. ft.)
- Sole use of small playground/blacktop area adjacent to the building (area to be mutually agreed upon) Age appropriate state inspected playground and play apparatuses installed by YMCA.
- Entrances and Exits to and from areas to be used as designated by School Administration ("School").
- Parking spaces and driveways as designated by School Administration for drop off and pick up of daycare participants, as well as for daily parking for YMCA staff and visitors.
- A space on school property for a permanent daycare sign, with agreed upon location approved by the BOE (subject to the Berlin Planning and Zoning Regulations).

- An entrance way sign on school property for a permanent YMCA Childcare sign as well as an additional sign at the doorway entrance
- When enrollment reaches the maximum capacity the YMCA will request an additional classroom at a location determined by the BOE..

Services to be provided by BOE

- Janitorial services provided by the School. Including cleaning, trash removal, and re-stock of supplies such as toilet paper, paper towels, hand soap & trash bags, etc.
- Property management including snow removal and landscaping.
- Utilities including lights, heat, AC, phone, electricity, internet and water.
- **Renovation of classrooms to include sinks and bathroom fixtures as specified by Health Dept., and State of Connecticut Office of Early Childhood connecting doorway between classrooms, and counters as necessary. Such renovations (material and labor) are estimated to cost approximately \$ (TBD). Actual costs to be reimbursed to the BOE by the YMCA upon completion and invoice. The plans and specifications for necessary improvements will be provided and paid for by BOE and approved by the YMCA. The YMCA's obligation to reimburse the BOE for the renovation costs and expenses incurred by the BOE shall be absolute and shall survive the termination of this Agreement.**

Rental Fee and Consideration:

One Dollars (\$1.00) per annual Rental Period, plus the approved Lease for rental and use of the YMCA's property at 362 Main Street, Berlin CT for the Central Connecticut Transition Academy, pursuant the Commercial Lease Agreement executed by the parties herewith.

Insurance:

Policy Limits. YMCA shall obtain and keep in force, at its sole expense, the following insurance coverage:

- Commercial General Liability with a limit of not less than \$3,000,000.00 for bodily injury per person, per occurrence/\$5,000,000 aggregate and \$1,000,000.00 for property damage per occurrence/\$3,000,000 aggregate.
- Physical Abuse, Sexual Misconduct or Sexual Molestation with a limit of not less than \$3,000,000 per person, per occurrence/\$5,000,000 aggregate.
- Worker's Compensation with a limit of \$2,500,000 per accident.

The above limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits available for any one occurrence or accident be less than the amount required herein.

Minimum Requirements. It is expressly understood and agreed that the insurance coverages required herein (a) represent the BOE and the Town of Berlin's minimum requirements and are not to be construed to void or limit YMCA's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages YMCA should or should not maintain for its own protection; and (b) are being, or have been, obtained by YMCA in support of YMCA's liability and indemnity obligations under this Agreement. Irrespective of the requirements

as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the YMCA, shall not be held to affect, negate or waive any of the provisions of this Agreement.

Additional Insured. The Town of Berlin and the BOE shall be added to the YMCA's insurance policies as named additional insureds on a primary and non-contributory basis and shall be notified in writing at least 60 days by the insurer prior to any policy cancellation or termination. If any additional insurance requirements are deemed to violate any law, the additional insured requirements shall be reformed to provide the maximum amount of protection to the Town of Berlin and the BOE as allowed under the law.

Deductibles. It is agreed that all insurance deductibles are the responsibility of the YMCA, including all claim handling and legal expenses.

Defense and Indemnification. The above insurance is required to defend and indemnify the BOE and Town of Berlin against any claim, suit, damages or loss to include financial loss occasioned by any property damage or physical injury relating to the YMCA's use of the Facilities.

YMCA shall attach to this Agreement a certificate(s) of insurance evidencing the insurance coverage required to be carried herein along with the additional insured status. In the event this insurance coverage is not obtained and kept in force, the BOE may immediately terminate this Agreement. The existence of the insurance described herein shall in no way be interpreted as relieving the YMCA of any responsibility or liability under this Agreement.

Insurer Qualifications. All insurance required to be maintained by the YMCA shall be issued by carriers having a Best's Rating of A- and admitted to conduct business in Connecticut.

Maintenance of Insurance. Failure of the Town of Berlin or the BOE to demand compliance with these insurance requirements or failure of the Town of Berlin or the BOE to identify a deficiency from evidence that it is provided shall not be construed as a waiver of the YMCA's obligation to maintain such insurance.

Exclusions/Restrictions. All exclusion or restrictions of coverage not found in standard policies must be clearly identified.

Waiver of Subrogation. All policies must include a Waiver of Subrogation whereby the insured waives the right to subrogate against the BOE, the Town of Berlin as well as their officers, members, agents and employees.

Indemnification.

To the fullest extent permitted by law, YMCA shall defend, indemnify, and hold harmless the BOE, the members of the BOE, the Town of Berlin, their respective officers, agents, and employees from and against any and all injuries, claims, demands, actions, causes of action, damages, penalties, costs, and other expenses, liabilities, interest, liens, judgments attorneys' fees and costs, incurred by any of them arising out of or relating to this Lease, including but not limited to the YMCA's use of the Facility, YMCA's failure to provide the daycare services contemplated and/or the conduct of YMCA employees, volunteers, agents or invitees.

To the fullest extent permitted by law, YMCA agrees to assume the defense of members of the BOE, the Town of Berlin, their respective officers, agents, and employees, in any claim, proceeding, lawsuit, and/or litigation arising out of any accident, incident, or occurrence that is caused by, connected with, arising out of, or relating to this Lease, including but not limited to the YMCA's use of the Facility, YMCA's failure to provide the daycare services contemplated and/or the conduct of YMCA employees, volunteers, agents or invitees.

YMCA agrees that the obligation to defend commences when a claim is made against members of the BOE, the Town of Berlin, their respective officers, agents, and employees, even if the YMCA disputes its obligation to indemnify and hold harmless. The party being defended shall have the right to choose its own counsel. YMCA agrees to pay for defense of members of the BOE, the Town of Berlin, their respective officers, agents, and employees, with counsel chosen by the party to be defended, upon demand.

The Subcontractor's indemnity, hold harmless, and defense obligations set forth in this agreement shall cover the claim while this Agreement is in force, shall extend to such claims occurring after this Agreement expires or is otherwise terminated, and shall continue until such claim is adjudicated and any and all actions against the BOE, the Town of Berlin and/or their members, employees, agents and officers are settled, terminated, dismissed or concluded.

Third Party Waiver:

The YMCA shall also provide the BOE with evidence of written waiver from each daycare participant, including their respective parents and guardians, of any rights to take an action or claim against the Town of Berlin or the BOE for actions of the YMCA relating to the operation of the Facility.

Damage to Premises:

The YMCA agrees not to modify or change the Facility in any way without the written permission of the BOE and the Town, which consent is the sole discretion of the BOE and the Town. The YMCA agrees to keep the Facilities in good order and repair and in a clean condition while the YMCA has use of the Facility, and YMCA will immediately report to the BOE administration any and all damage to the Facility. The YMCA agrees to pay to the BOE on demand the cost of reasonable repairs to, or replacement of, the Facility or any part thereof.

Loss of Property:

The BOE accepts no responsibility for any property brought onto the Facility by the YMCA or by those present at the Facility in connection with YMCA's use of the Facility, and the BOE is hereby expressly relieved and discharged from any and all liability for any loss or, damage to, or destruction of such property.

Inspection of Premises:

The YMCA warrants that the YMCA has inspected the Facility prior to signing this Agreement and that such Facility are in good condition and are safe for YMCA's intended purpose. The BOE and Town make no representation or warranty as to the fitness or suitability of the Facility for the YMCA's purpose or use.

Removal of YMCA's Property:

The YMCA will remove from the Facility all items belonging to the YMCA or to those in or on the Facility in connection with YMCA's use of the Facilities immediately after YMCA's use of the Facilities terminates. Any such items, which are not so removed, will be removed at the discretion of the BOE, and any cost incurred thereby will be charged to and reimbursed by the YMCA.

School Regulations:

During YMCA's use of the Facility, the BOE and School Administration retain the right but not the obligation to direct the management and control of the Facility and the right to enforce all applicable rules, BOE policies, regulations, statutes, and ordinances. The YMCA agrees to abide by all such rules, regulations, statutes, policies, and ordinances and agrees that the BOE's enforcement of such rules, regulations, statutes, policies, and ordinances will not give rise to any claims, for damages or otherwise, by the YMCA directly or indirectly resulting from such enforcement. The YMCA acknowledges that the YMCA has been given a copy of the BOE's rules and regulations that are applicable to the YMCA's use of the Facility. The YMCA agrees to participate in all school safety exercises and protocols and background checks of its personnel as required.

Supervision:

YMCA agrees that all persons in or on the Facility in connection with YMCA's use of the Facility shall be supervised at all times by appropriate YMCA representative(s) before, during, and after YMCA's use of the Facilities. YMCA shall be solely responsible for the supervision and conduct of all persons present at the Facility. YMCA will provide to the School Administration the name and telephone number of YMCA's representative(s) responsible for supervision prior to YMCA's use of the Facility. YMCA agrees that the supervision of any persons on or in the Facility in connection with YMCA's use of the Facility is not the responsibility or liability of the BOE or the Town. If the YMCA fails to supervise any persons in or on the Facility in connection with YMCA's use of the Facilities, the BOE may immediately terminate this Agreement.

Force Majeure:

If the BOE or YMCA is prevented from fulfilling its obligation under this Agreement due to an event of Force Majeure, the party so prevented will be relieved of its obligations under this Agreement without penalty for the period during which the Force Majeure event occurs. Events of Force Majeure include acts of God, labor disturbance, acts of the public enemy, sabotage, shortage of labor, material or fuel, war, insurrection, riot, fire, storm or flood, explosion, lightning, any other catastrophes, any failure or threat of failure of facilities, any law, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities after the date hereof, or any event beyond the control of either party hereto that prevents that party from performing an obligation hereunder despite its diligent and timely efforts to perform.

Safety and Security: The YMCA acknowledges that the Facility are located within an occupied public school. YMCA shall adhere to the safety and security requirements, procedures and protocol implemented by the BOE and the Town. YMCA shall be solely responsible for the safety and security of the daycare staff, participants and visitors. The YMCA acknowledges that public health, safety, and security are of the utmost importance in connection with its operation and use of the Facility. YMCA shall, at all times, implement and maintain commercially reasonable safety, health, and security protocol with respect to its use of the Facility, including implementing best practices as

defined by the United States Centers for Disease Control and state and local public health agencies to avoid exposure to and protection against severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) aka COVID-19. YMCA shall also take such actions as are necessary to protect the health, safety and security of the participants and guests at the Facility, including adherence to guidelines promulgated by the State of Connecticut.

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If the lease is terminated in less than 7 years the BOE will reimburse the YMCA a proportional amount of the actual cost reimbursed to the BOE by the YMCA (i.e.) 14.3% of the cost for each year less than 7 years.

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I/We have read and agree to the terms of this Facility Use and Rental Agreement.

Berlin Board of Education

By: Brian Benigni

Title: Superintendent

Date:

Meriden-New Britain-Berlin YMCA

By: John Benigni

Title: CEO

Date:

TOWN OF BERLIN

By: Aroscha Jayawickrema

Title: Town Manager

Date:

Appendix A:

RULES GOVERNING USE OF SCHOOL FACILITIES

- a) Parking. All vehicles are to be parked **ONLY** in the main parking area or other designated areas. Vehicles should be unloaded in the parking lot with participants/attendees walking to the facility.
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