

Join Zoom Meeting

<https://berlingov.zoom.us/j/85788861817?pwd=Sy8xSWJDT3dxdTUxZWd5YzZNRVMyd09>

Meeting ID: 857 8886 1817

Passcode: 212518

+1-929-205-6099 (New York)

**Tuesday, December 14, 2021**

**6:30 p.m.**

**Town Council Chambers - Room 201**

**Berlin Town Hall**

**240 Kensington Road, Berlin**

\*The meeting facility is ADA Accessible  
Residents, commuters, business owners, and other  
interested individuals are encouraged to take  
advantage of this opportunity to learn about  
and discuss the proposed project.

Written questions or comments should be directed to:  
Peter J. Grandy, P.E., Technical Structural Lead Engineer  
Weston and Sampson Engineers, Inc.  
712 Brook Street, Suite 103  
Rocky Hill, CT 06067  
or email: [grandyp@wseinc.com](mailto:grandyp@wseinc.com)

Project Description:  
Kensington Road Bridge Replacement  
over the Mattabesset River  
\*Plans will be available at the  
Council Chambers on December 14, 2021

TOWN OF BERLIN  
DEPARTMENT OF PUBLIC WORKS

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TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, December 14, 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. MAYOR'S UPDATE

F. MEETING AGENDA – Immediately Following the Mayor's Update

G. CONSENT AGENDA:

1. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 175.00 and items valued at 171.75. – Animal Control
2. Topic re: Accept the donation of \$25.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department

H. NEW BUSINESS:

1. Topic re: Adopt amendments to Chapter III Animals Sec. 3-2 Definitions and Chapter XIII Parks and Recreation and Open Spaces Sec. 13-32 Dogs. The amendments shall be published in a newspaper having a circulation in the Town of Berlin and shall be effective thirty (30) days after publication. – Town Manager
2. Topic re: Adopt the amendments to Section 16-15(d) of the Taxation and Finance Ordinance at Chapter XVI of the Town of Berlin Code Book to amend the process for applying for an exemption from personal property taxation of vehicles for the handicapped. The amendments shall be published in a newspaper having a circulation in the Town of Berlin and shall be effective thirty (30) days after publication. – Town Manager
3. Topic re: Authorize the Town Manager to sign a five-year contract with USI Insurance Services for the period of July 1, 2022 – June 30, 2027, in the amount of \$290,000. – Human Resources
4. Topic re: Authorize the Town Manager to direct Weston and Sampson Engineers, Inc., to proceed to final design of the Kensington Road Bridge No. 03657 Replacement Project focusing only on the alternating traffic design option to maintain traffic during construction. – Public Works
5. Topic re: Waive the Town of Berlin bidding requirements and award the purchase of two fire trucks (Squad 4 and Engine 8) from Pierce Manufacturing, pending approval of the non-budgeted transfer by the Board of Finance, for an amount not to exceed \$1,800,000 as this is in the best interest of the town. – Fire Administrator
6. Topic re: Waive the Town of Berlin bidding requirements and purchase "Mobile Dispatch, Mapping and GPS" software from Alpine Software of Pittsford, NY for an amount not to exceed \$11,765 as this is in the best interest of the town. – Fire Administrator
7. Topic re: Award the contract for the purchase of 65,000 gallons of gasoline for calendar year 2022 to the bidder that best meets the town's needs utilizing the CRCOG purchasing consortium. – Municipal Garage

8. Topic re: Authorize the Town Manager to waive the bidding requirements and award the purchase and installation of two new grinder pumps from Russell Resources not to exceed \$85,000.00, as this is in the best interest of the Town. – Water Control
9. Topic re: Waive the bidding requirements for DPC Engineering, LLC to update and revise a rated model which includes fees for various services, in the amount of \$20,000, as this is in the best interest of the Town. – Water Control
10. Topic re: Award Contract #2022-10 - Routine Repairs and Minor Emergency Sewer Services, including sewer pump stations, to Drain Doctor, Inc. of Berlin, for service use by Water Control and other departments on a Town-wide basis. – Water Control
11. Topic re: Authorize the Town Manager to enter into a contract agreement with New England Road, Inc. of Clinton, CT for Emergency Repairs to the Glen Street Bridge No.06955 for the amount of \$134,600.00, and to authorize the Town Manager to increase the contract value through change orders to an amount not to exceed \$161,500, as this is in the best interest of the Town. – Public Works
12. Topic re: Approve the adoption of the Town Council Meetings Calendar for 2022 and January of 2023. – Town Council
13. Topic re: Appointment of Town Council members to Sub-Committees

Standing Committees:

- Ordinance Committee (3-5 members)
- Rules and Procedures Committee (2-3 member)
- Audit Committee (1-2 members)

Other Committees:

- Physical Services Committee (1-3 members)
- Committee to Oversee the “Robert Wolf Incentive Plan” (1-2 members)
- Connecticut Conference of Municipalities (1 member)
- Central Connecticut Health District Committee (1 member)
- Technology Committee (1-3 members)
- Playing Fields Committee (2-4 members)
- Plan of Development Committee (1 member)
- Fire Strategic Committee (1-2 members)
- Community Conversations (1-2 members)
- Manager’s Evaluation (1 member)
- Meeting House (1 member)
- Mattabessett Watershed (1 member)
- Calendar (1 member)

I. TOWN MANAGER’S REPORT:

J. SPECIAL COMMITTEE REPORTS:

K. COUNCILORS' COMMUNICATION:

L. ACCEPTANCE OF MINUTES:

November 30, 2021

M. EXECUTIVE SESSION:

1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending litigation – Rio Vista

N. ADJOURNMENT



**TOWN OF BERLIN  
PUBLIC INFORMATIONAL MEETING  
State Project No. L007-0001**

KENSINGTON ROAD BRIDGE # 03657  
OVER MATTABESSET RIVER

TO BE HELD  
**Tuesday, December 14, 2021  
6:30 p.m.  
Town Council Chambers - Room 201  
Berlin Town Hall  
240 Kensington Road, Berlin**

\*The meeting facility is ADA Accessible

Residents, commuters, business owners, and other  
interested individuals are encouraged to take  
advantage of this opportunity to learn about  
and discuss the proposed project.

Written questions or comments should be directed to:  
Peter J. Grandy, P.E., Technical Structural Lead Engineer  
Weston and Sampson Engineers, Inc.  
712 Brook Street, Suite 103  
Rocky Hill, CT 06067  
or email: [grandyp@wseinc.com](mailto:grandyp@wseinc.com)

Project Description:  
Kensington Road Bridge Replacement  
over the Mattabesset River  
\*Plans will be available at the  
Council Chambers on December 14, 2021

TOWN OF BERLIN  
DEPARTMENT OF PUBLIC WORKS

Consent  
Agenda Item No. 1  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** December 8, 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*
Nov 20, 2021 to Dec 7, 2021	\$25.00 ( value )	80 lbs cat litter	FOBAC Berlin
	\$ 16.75 ( value )	Kitten meds	FOBAC
	\$50.00	Walgreens	Berlin
	( ck# 123 )	Animal Care	EBFD
	\$ 100.00		East Berlin
	( ck# 4305 )	Animal Care	Kristine Hoffman
	\$ 130.00		New Britain
	value	food, supplies	Nancy Gwozdz
	\$25.00		Berlin
	( cash )	Animal Care	Jimi Brahimi
			Berlin

\* Unless a name is mentioned, donors requested anonymity

**ACTION NEEDED:**

Move to accept donations to the Berlin Animal Control Donation Account for \$ 175.00 and items valued at 171.75

**ATTACHMENTS:**

Thank you notes

**PREPARED BY:**

Janice Lund, Animal Control Officer



FINANCE DEPT

you have sores or other signs of genital herpes. Genital herpes can also be spread if you do not have any signs. Do not have any kind of sex without using a latex or polyurethane condom. Talk with your doctor. If you are 65 or older, use this drug with care. You could have more side effects. Tell your doctor if you are pregnant or plan on getting pregnant. You will need to talk about the benefits and risks of using this drug while you are pregnant. Tell your doctor if you are breast-feeding. You will need to talk

KEEP OUT OF REACH OF CHILDREN: STORE IN SAFETY CONTAINER OR SECURE AREA.

WIC# 828188

**SPOOKY CAT LUND**

1 Pacer Court, East Patchogue, NY 11772  
(631)872-0602

**RX # 0905661-10119**

DATE: 11/08/21

**FAMCICLOVIR 250MG TABLETS**

QTY: 7  
New

1 REFILL BEFORE 11/08/22

NDC: 33342-0025-07

Retail Price: \$40.29 Your Insurance Saved You: \$23.54

PLAN: GOODRX

GROUP# DR33

CLAIM REF# 7805753778

\$ 16.75

CUT HERE

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PLAN: GOODRX

GROUP# DR33

CLAIM REF# 7805753778

\$ 16.75

OUT HERE



**Walgreens** PH: (860)828-6844

1300 FARMINGTON AVE BERLIN, CT 06007

Customer Receipt

Pharmacy use only

FAMCICLOVIR 250MG TABLETS

33342-0025-07

ALPHA

QTY 7

MON 4:33PM

New

WHITE

FRONT: ML 70

SSP/SSP/SSP/SSP/SSP

**Walgreens** PH: (860)828-6844

1300 FARMINGTON AVE BERLIN, CT 06007

Duplicate Receipt

OUT HERE



TELL YOUR DOCTOR: If you are allergic to this drug, any

warning, urticaria in the chest or throat, trouble





# TOWN OF BERLIN

## *Animal Control Department*

November 16, 2021

Cara Farr  
C/O EBFD  
234 Beckley Rd.  
Berlin, CT. 06037

Dear Ladies Auxiliary of EBFD,  
Thank you for the donation of \$50 in memory of Chester Munyon.  
We appreciate you thinking of us and the animals we care for.  
All donations are used for vaccinations, neutering or any medical care  
that may be needed prior to adopting.  
An acknowledgement will be sent to his daughter Joanne Chicker.  
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*

November 16, 2021

Joanne Chicker  
118 Chestnut Lane  
East Berlin, CT. 06023

Dear Joanne,  
We are sorry for your loss of your father.  
A donation of \$50 was received in his memory from the Ladies Auxiliary  
of the East Berlin Fire Department.  
All donations are used for vaccinations, neutering or any medical care  
that may be needed prior to adopting.

Sincerely,

Jan Lund, ACO  
Kate Matson, AACO



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



TOWN OF BERLIN  
*Animal Control Department*

November 20, 2021

Kristine Hoffman  
166 Greenwood Street  
New Britain, CT. 06051

Dear Kristine Hoffman,  
Thank you for the donation of \$100 in memory of Pamela Papertsian Van Alstine  
We appreciate you thinking of us and the animals we care for.  
All donations are used for vaccinations, neutering or any medical care  
that may be needed prior to adopting.  
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*

November 23, 2021

John Van Alstine  
129 Wild Oak Dr.  
Southington, CT. 06489

Dear John,

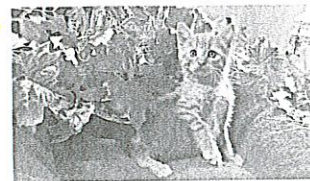
We are sorry for your loss of your wife, Pam. She was such a kind and loving person. I am grateful that I knew her.

A donation of \$100 was received in her memory from Kristine & Mark Hoffman.

All donations are used for vaccinations, neutering or any medical care that may be needed prior to adopting.

Sincerely,

Jan Lund, ACO  
Kate Matson, AACO



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





TOWN OF BERLIN  
*Animal Control Department*

December 1, 2021

Nancy Gwozdz  
876 Lower Lane  
Berlin, CT. 06037

Dear Nancy,

Thank you for the very generous donation of pet food, treats, cleaning supplies, bedding & toys. We appreciate you thinking of us and the animals we care for. Your continuous support means a lot to us. The different food supplies of guinea pig and dove food are so needed. Thanks again so much.

All money donations are used for vaccinations, neutering or any medical care that may be needed prior to adopting.

Thanks again.

Sincerely,

Jan Lund, ACO  
Kate Matson, AACO



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

Consent  
Agenda Item No. 2  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** December 6, 2021  
**SUBJECT:** Donation for supplies.

**Summary of Agenda Item:**

The Police Department has received a \$25.00 donation 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 donation of \$25.00 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: December 8, 2021**

**SUBJECT: Amendments to Chapter III Animals and Chapter XIII Parks and Recreation and Open Spaces**

**Summary of Agenda Item:**

As discussed in recent meetings, the proposed amendments are threefold. First, there are proposed amendments to Sec. 3-2 Definitions of the Animals Ordinance at Chapter III to amend the definitions of “*At large*”, “*Public nuisance*”, and “*Under restraint*” and add a definition of “*Designated public property*” regarding the type of leash or lead that can be used depending on the public property involved and the control that the owner or keeper must exercise over an animal. Second, there is a designation of the meadow area of Bicentennial Park as an off-leash area. Third, there are proposed amendments to Sec. 13-32 Dogs of the Parks and Recreation and Open Spaces Ordinance at Chapter XIII consistent with the proposed amendments to Chapter III.

A Public Hearing was held at the Town Council’s November 30<sup>th</sup> meeting on the proposed amendments and public comment was received.

The following are the proposed amendments:  
Chapter III Animals Sec. 3-2 Definitions :

*At large* means that an animal is off the premises of the owner and not properly on a leash or lead seven (7) feet in length or less on school or other non-designated public property, and excepting playing fields, playgrounds, golf courses, tracks, outdoor courts, inside fenced-in areas at the pools, and within the initial/first fenced-in area at Scalise Field including the spectator seating area on which dogs are not allowed per Sec. 13-32 of Chapter XIII of the Code, or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of its owner or keeper who is capable of restraining the animal at all times. A dog(s) shall not be considered to be “*At large*” and is/are permitted to be off-leash when said dog(s) are off-leash in the meadow area of Bicentennial Park; however, such off-leash dog(s) must be under the immediate control of its/their owner or keeper who is capable of restraining the animal(s) at all times. Dogs will be permitted to be off-leash as aforesaid for a six (6) month period of time from February 1, 2022, or such shorter or longer period of time as the Town Council acts to permit, with those conditions, limitations, and/or restrictions it deems appropriate in its discretion.

*Designated public property* means public property on which animals can be on a leash or lead that is ten (10) feet in length or less and includes the area of Bicentennial Park which is not part of the meadow, Community Playground, Demore, Dinda, Bittner Jr. Memorial Pool, Percival Pool, The Grove, Hatchery Brook Hiking Trails, Heffernan Park, Kensington Orchards, Lamentation Mountain Open Space, Little People’s Playground, The Meetinghouse, Miccia



Memorial Park, Murray Heights, Papergoods Pond, Pistol Creek (with both sides of the street), Potter's Field, Ragged Mountain Hiking Trails, Senior Center, Timberlin Golf Course, Town Hall Complex, Veteran's Park, Volunteer Park, Webster Park, and Worthington Ridge Monument. ....

*Public nuisance* means any animal that endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance" shall include, but not be limited to, any animal that:

- (1) Is repeatedly found running at large;
- (2) Is in any section of any park or open space land where animals are not permitted; or where permitted, is not properly on a leash or lead seven (7) feet in length or less on school or other non-designated public property or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of its owner or keeper who is capable of restraining the animal at all times; or if off-leash in the meadow area of Bicentennial Park from February 1, 2022, or such shorter or longer period of time as the Town Council acts to permit, is not under the immediate control of its owner or keeper who is capable of restraining the animal at all times or is otherwise not in compliance with those conditions, limitations, and/or restrictions the Town Council imposes on such off-leash area in its discretion.
- (3) Damages or defiles any property other than that of the owner, unless the owner or keeper immediately picks up after the animal;
- (4) Barks, whines, howls or makes any noise natural to its species in an excessive or continuous fashion so as to disturb the peace, except where such activity occurs on a farm;
- (5) Is in heat and is not confined or under the owner's or keeper's control so as to prevent attraction or contact with other animals;
- (6) Whether or not on the property of its owner, that without provocation molests, attacks, or otherwise unreasonably interferes with the freedom of movement of persons in a public right-of-way or on private property other than that of the animal's owner;
- (7) Chases motor vehicles in a public right-of-way;
- (8) Is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence and the inadequacy of the facilities and care; or
- (9) Attacks another animal off the property of the owner or keeper of the attacking animal.

*Under restraint* means that an animal is properly secured by a leash or lead seven (7) feet in length or less on school or other non-designated public property or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of an individual who is mentally and physically capable of restraining the animal and obedient to that person's commands; or securely enclosed (e.g., appropriate fence) within the real property limits of the owner's premises; or if off-leash in the meadow area of Bicentennial Park from February 1, 2022, or such shorter or longer period of time as the Town Council acts to permit, is under the immediate control of its owner or keeper who is capable of restraining the animal at all times or is otherwise in compliance with those conditions, limitations, and/or restrictions the Town Council imposes on such off-leash area in its discretion.

#### Chapter XIII Parks and Recreation and Open Spaces Sec. 13-32 Dogs:

Dogs are not allowed on playing fields, playgrounds, golf courses, tracks, outdoor courts, inside fenced-in areas at the pools, and within the initial/first fenced-in area at Scalise Field including the spectator seating area. Dogs are allowed on all other ground areas, provided they



are properly on a leash or lead seven (7) feet in length or less on school or other non-designated public property or on a leash or lead of ten (10) feet in length or less on designated public property as defined in Sec. 3-2 of Chapter III, which leash or lead is under the immediate control of their owner or keeper who is capable of restraining the dog at all times, and their excrement must be picked up, wrapped and disposed of.

**Action Needed:**

Move to adopt amendments to Chapter III Animals Sec. 3-2 Definitions and Chapter XIII Parks and Recreation and Open Spaces Sec. 13-32 Dogs. The amendments shall be published in a newspaper having a circulation in the Town of Berlin and shall be effective thirty (30) days after publication.

**Attachments:**

None


**Prepared By:**

Aroscha Jayawickrema, Town Manager



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

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

**FROM:** Arosha Jayawickrema, Town Manager 

**DATE:** December 8, 2021

**SUBJECT:** Amendments to Chapter XVI Taxation and Finance Ordinance Sec. 16-15(d)  
Concerning Exemption From Personal Property Taxation of Vehicles for the  
Handicapped

**Summary of Agenda Item:**

As discussed in recent meetings, subsection (d) of Sec. 16-15 of the Taxation and Finance Ordinance at Chapter XVI of the Code currently requires a person(s) applying for an exemption from personal property taxation for some motor vehicles special equipped or modified for the exclusive purpose of transporting a handicapped or medically incapacitated person(s) to submit said application on an annual basis. The proposed amendments to the Ordinance seek to eliminate the requirement of an annual application submission.

A Public Hearing was held at the Town Council's November 30<sup>th</sup> meeting on the proposed amendments and no public comment was received.

The following is the proposed ordinance:


- (d) Persons desiring such exemption shall make application to the town assessor for determination whether an exemption is permitted. Applications must be filed not later than thirty (30) days following the October 1 assessment date; provided, however, that persons purchasing a specially equipped motor vehicle between October 2 and September 30 of any assessment year shall make application to the town assessor for such specially equipped motor vehicle exemption within thirty (30) days of the date the supplemental motor vehicle tax bill is due. Failure to file such application in the manner prescribed shall constitute a waiver of the right to an exemption for that assessment year.

**Action Needed:**

Move to adopt the amendments to Section 16-15(d) of the Taxation and Finance Ordinance at Chapter XVI of the Town of Berlin Code. Book to amend the process for applying for an exemption from personal property taxation of vehicles for the handicapped. The amendments shall be published in a newspaper having a circulation in the Town of Berlin and shall be effective thirty (30) days after publication.

**Attachments:**

None

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

**Agenda Item No. 3**  
**Request for Town Council Action**

**TO: The Honorable Mayor and Town Council**  
**FROM: Arosha Jayawickrema, Town Manager**  
**DATE: December 7, 2021**  
**SUBJECT: Benefits Consulting Services**

**Summary of Agenda Item:**

In 2015, the Town went out to bid for employee benefits consulting services. Prior to this process the Town utilized an employee benefits consultant that was hired by the insurance providers. Through an extensive review process that included financial and non-financial considerations, USI Insurance Services was selected. The Town has approved annual extensions of the contract for fiscal years 2021 and 2022.

During the seven-year period, USI has helped the Town navigate the Affordable Care Act, was instrumental in the Town securing a substantially lower life insurance rate and provided expertise as the Town worked through three years' worth of large volume catastrophic health insurance claims. USI provides the Town with a credible voice to challenge Anthem when issues arise. They provide annual renewal negotiations, ongoing support for staff with claims liaison services, compliance reporting, and updates on new legislation.

In an effort to be fiscally responsible, the Benefits Committee posted an RFP in November 2021. Results were reviewed and discussed with the Committee. One group was excluded due to pricing. The remaining two proposals were reviewed and both provided comparable experience, and large firm support with a local presence. After a thorough discussion, the Committee agreed that the current provider, USI Insurance Services was the preferred consultant. They have a strong history with the Town and have provided top quality service throughout their tenure.

While they were not the lowest bidder, it was agreed that they are the preferred consultant.

**Action Needed:**

Move to authorize the Town Manager to sign a five year contract with USI Insurance Services for the period of July 1, 2022 – June 30, 2027 in the amount of \$290,000.

**Attachments:**

Health Benefits Consultant Bid Results

**Prepared By:**

Denise Parsons, Director of Human Resources  
Kevin Delaney, Finance Director





**Agenda Item No. 4**  
**Request for Town Council Action**

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** December 6, 2021

**SUBJECT:** Kensington Road Bridge Replacement – Alternating Traffic vs Full Closure with Detour

**SUMMARY:**

The Town applied to the Capitol Region Council of Governments (CRCOG) to seek funding for rehabilitation of the bridge and replacement of the sidewalk on Kensington Road just south of Brook Street (Bridge No. 03657) because the bridge is functionally obsolete. In order to be eligible to submit a formal Local Transportation Capital Improvement Program (LOTICIP) grant application to the Connecticut Department of Transportation (DOT), the project needed to be ranked and approved by CRCOG. The initial CRCOG application involved re-lining the five (5) circular culverts along with other rehabilitation measures and associated improvements.

During subsequent review by CRCOG and DOT, the project scope was revised into a total bridge replacement, and the Town received a LOTICIP Commitment to Fund for construction for \$1,959,000. The Town must participate by funding the design, permitting, preparation of construction documents/bid package, and bid process. This project received a favorable recommendation after Planning and Zoning Commission review under Section 8-24 of the Connecticut General Statutes (C.G.S.), but the recommendation (attached) included a request to evaluate the additional cost to maintain alternating traffic in lieu of closing the road and having a detour in place for several months. At that time, closure of Kensington Road and implementing a detour was proposed, and was the basis for the construction cost estimate.

As you may recall, Town Council awarded the bridge design (Contract 2021-21) to Weston and Sampson Engineers, Inc. of Rocky Hill, CT earlier this year. CRCOG requires the Municipality to hold a Public Information Meeting to receive input from residents and other stakeholders, which is scheduled for December 14, 2021 at 6:30 PM. The project, at this point, has design options to allow for either a full road closure, or establish one-way alternating directional traffic flow through the construction work zone. The alternating traffic pattern design is attached. Following the Public Information Meeting, the Design Engineer will be directed as to which traffic pattern(s) will be incorporated into the project. After review of the 30% Design Drawings and associated cost estimates, Staff recommend that the Design Engineer be directed to proceed to final design and bidding with the one-way alternating traffic option, even though there will be an incremental increase in the construction cost.

**ACTION NEEDED:**

Move to authorize the Town Manager to direct Weston and Sampson Engineers, Inc., to proceed to final design of the Kensington Road Bridge No. 03657 Replacement Project focusing only on the alternating traffic design option to maintain traffic during construction.

**ATTACHMENTS:**

P& Z Notice of Decision dated 1/27/21  
Weston and Sampson Design for Alternating Traffic Option

**PREPARED BY:**

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

*MSA*



# Town of Berlin

## Planning and Zoning Department

240 Kensington Road  
Berlin, Connecticut 06037  
www.town.berlin.ct.us

Planning and Zoning Commission  
Zoning Board of Appeals  
Conservation Commission  
Historic District Commission

January 27, 2021

### TOWN OF BERLIN

### NOTICE OF DECISION

**SUBJECT:** In Accordance with Section 8-24 of the Connecticut General Statutes, Review and Recommendation of the Matter of Replacing the Kensington Road Bridge (No. 03657)

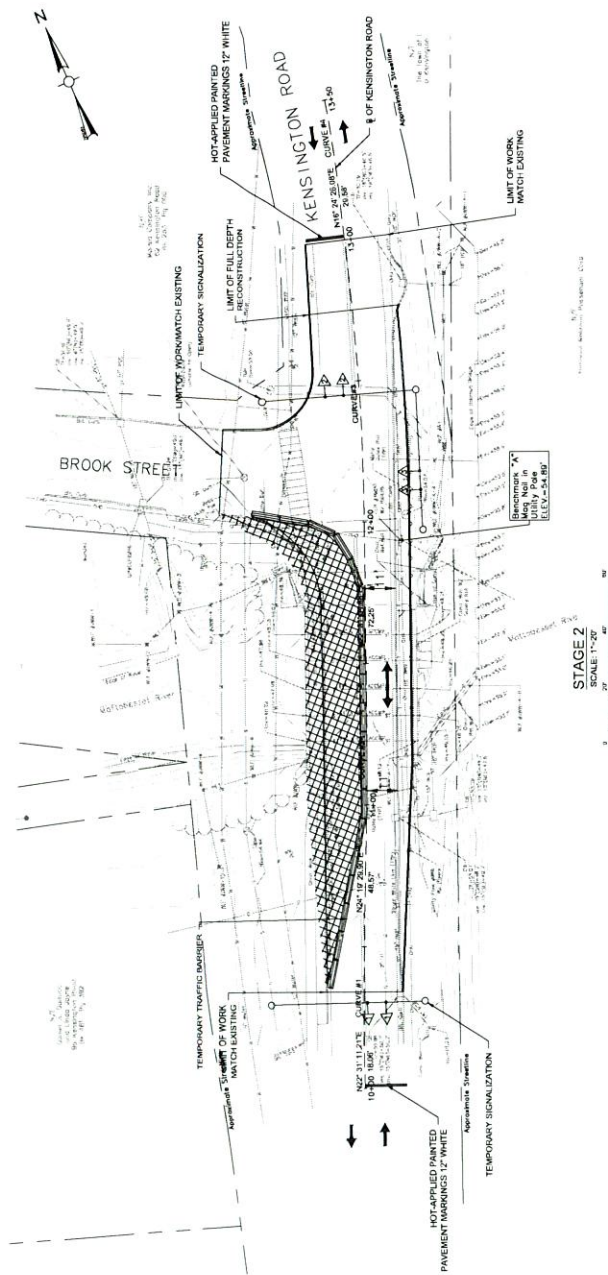
At its Regular Meeting of January 21, 2021, the Berlin Planning and Zoning Commission, after review in accordance with Section 8-24 of the Connecticut General Statutes, voted unanimously to forward a favorable recommendation to the Town Council of the matter of replacing the Kensington Road Bridge (No. 03657), noting that the additional cost of maintaining one-way through traffic during the construction period (approximately nine months) should be considered in lieu of a complete closure.

  
\_\_\_\_\_  
Maureen Giusti, AICP  
Acting Town Planner/Zoning Enforcement Officer

Maureen K. Giusti, AICP, Acting Town Planner/ZEO. 860-828-7060. mgiusti@town.berlin.ct.us  
Adam D. Levitus, PE, Zoning Enforcement Officer. 860-828-7008. alevitus@town.berlin.ct.us  
Frances Semnoski, Land Use Administrator. 860-828-7066. fsemnoski@town.berlin.ct.us



1. RELOCATE TEMPORARY TRAFFIC BARRIER, INSTALL ADDITIONAL BARRIER CURB AND RELOCATE SAND BARREL ARRAYS.
2. KEEP TEMPORARY SIGNALIZATION IN OPERATION - SEE SPECIAL PROVISION FOR ITEM NO. 1118101A





Agenda Item No. 5  
Request for Town Council Action

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** December 7, 2021

**SUBJECT:** Request to waive the Town of Berlin bid requirements for the purchase of one Fire Apparatus from Pierce Manufacturing.

**Summary of Agenda Item:**

James Simons, Fire Administrator, is requesting to waive the Town of Berlin bid requirements for the purchase of two Fire Apparatus from Pierce Manufacturing of Appleton, Wisconsin. This replacement is part of the long-term strategic plan for the Fire Apparatus replacement.

The plan is to downsize the number of apparatus in town, providing efficiencies in deployment and upgrades in technology. The plan was written in 2001 and was reviewed, updated and presented to the Council in 2016. It was again reviewed in March of 2020 by the Board of Fire Chiefs for applicability and was re-adopted as it was presented in 2016.

The two units that are being requested are the busiest units in the Town of Berlin Fire Department; they are Squad 4 of Kensington station and Engine 8 of Berlin station. Both units have the capability of fire suppression, light to medium rescue along with providing non-emergency service call responses, which have been increasing. Committee members from both stations, Fire Administrator and the Pierce factory representative have worked over the last year designing a truck to meet the town's needs for today and the next 20 years.

Pierce Manufacturing was selected by the town's Board of Fire Chiefs originally in 2010 to build Engine 10. Following that build and the issues we had with other manufacturers and service centers we recommended utilizing Pierce Manufacturing for the purchase of Tower Ladder 3, Engine 2, Truck 9 and Engine Tanker 12. The Board of Fire Chiefs is again recommending Pierce Manufacturing as the only choice in this replacement of these two trucks for the following reasons: a favorable past experience, workmanship, standardization of equipment and the proximity of their factory service center.

Jim Simons, Fire Administrator, the Town of Berlin Board of Fire Chiefs, and Kensington & Berlin fire apparatus committees recommend that Pierce Manufacturing of Appleton, WI be awarded this purchase. The price per unit is \$895,989 for a total of \$1,791,978. That leaves \$16,044 that will be used as a contingency.

Pierce Manufacturing has informed us that on January 1, 2021 there will be a price increase of possible up to 12 percent, or \$108,000, per apparatus. The Fire Administrator would like to issue a purchase order prior to that increase. Funding (transferred from general fund) is located in account #134.15.1531.0.54000.00018. The Town of Berlin will pay a deposit on the trucks

(Chassis payment) in January 2022 and the remainder after delivery and acceptance by the town sometime in early spring of 2023.

**Action Needed:**

Move to waive the Town of Berlin bidding requirements and award the purchase of two fire trucks (Squad 4 and Engine 8) from Pierce Manufacturing, pending approval of the non-budgeted transfer by the Board of Finance, for an amount not to exceed \$1,800,000 as this is in the best interest of the town.

**Attachments:**

None

**Prepared By:**

James Simons, Fire Administrator

A handwritten signature in blue ink, appearing to read "James Simons", is written over the printed name.

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

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** December 7, 2021

**SUBJECT:** Request to waive the Town of Berlin bid requirements for the purchase of software module for mobile data terminals (MDTs) in the fire apparatus.

**Summary of Agenda Item:**

Mobile data terminals are used in the fire apparatus to provide incident information such as:

- Location
- Nature of call
- Hydrant location
- Alerts on address

The Fire Department moved to a new software platform for record keeping approximately 18 months ago and now would like to incorporate an additional module that will allow the current MDTs to communicate with our new record keeping system. Additional benefits of the new system are:

- Integrated information on property preplans.
- Improved apparatus times
- Timely updates from dispatch center
- GPS capability

The funding for this upgrade is in the Fire Departments "Equipment" account # 001.15.1531.0.53208.00000 and the cost of the update is \$11,765

**Action Needed:**

Move to waive the Town of Berlin bidding requirements and purchase "Mobile Dispatch, Mapping and GPS" software from Alpine Software of Pittsford, NY for an amount not to exceed \$11,765 as this is in the best interest of the town.

**Attachments:**

Certification of Sufficiency of Funds

**Prepared By:**

James Simons, Fire Administrator





# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 7-Dec-21

Purchase Item or Contract: Fire		Requested by: Jim Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Software for Fire Dept MDTs	\$11,765.00	\$11,765.00
			-
			-
			-
			-
TOTAL			\$11,765.00

Account No. 001.15.1531.0.53208.00000

Budgeted Amount..... \$25,000.00

Available balance..... \$18,451.22

Encumbrances to Date..... \$6,548.78

Amount Needed for This Package..... \$11,765.00

Expenditures to Date..... \$0.00

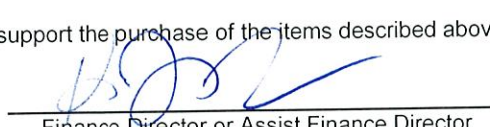
Available Balance After Purchase..... \$6,686.22

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


  
Finance Director or Assist.Finance Director

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

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

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

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

**FROM:** Arosha Jayawickrema, Town Manager 

**DATE:** December 7, 2021

**SUBJECT:** Lock into Gasoline Contract for Calendar Year 2022

**Summary of Agenda Item:**

Currently the Town of Berlin purchases gasoline from East River Energy of Guilford, CT. The current contract expires on December 31, 2021. This contract provides gasoline for the town's fleet and the Timberlin Golf Course. The Town of Berlin has provided our requirement (65,000 gallons of low-grade gasoline) to be included in the CRCOG bid. The CRCOG bid will be opened on December 15, 2021, one day after the Council meeting. Updated pricing should be available to the towns by Thursday December 16.

Due to the timing of the CRCOG bid opening, holiday break and scheduling of the next Town Council meeting, Jim Simons, Fleet Manager is requesting authorization to award the 2023 gasoline contract following the review of the bid results and recommendation from the Town Manager and the Finance Director. Those results will be conveyed to the Town Council at the first meeting in January of 2022.

Funding is provided out of our Vehicle Fuel account 001.20.2035.53106.00000.

**Action Needed:**

Move to award the contract for the purchase of 65,000 gallons of gasoline for calendar year 2022 to the bidder that best meets the town's needs utilizing the CRCOG purchasing consortium.

**Attachments:**


None

**Prepared By:**

  
James C. Simons, Fleet Manager, Town of Berlin

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

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

**FROM:** Arosha Jayawickrema, Town Manager 

**DATE:** December 3, 2021

**SUBJECT:** Approval to Purchase Two Grinder Pumps from Russell Resources and Waive Bidding Requirements for the Purchase and Installation of the Pumps

**SUMMARY:**

Due to repeated grinder pump failures at the Berlin Turnpike Sewer Pump Station, we are currently operating on one grinder instead of two. Because of the difficult conditions of operations, these pumps consistently fail after the three-year warranty. We have considered other options, however they would require a major upgrade of this pump station. At this time, we cannot take another costly upgrade because we are in the process of upgrading the Deming Road Pump Station. As unpalatable as the situation is we need to purchase two new grinders to keep this pump station functioning.

Russell Resources is the existing provider of our grinder equipment and meets our specifications. Unfortunately, these grinders are being constantly challenged because of the large amount of flushable materials entering the wastewater stream. Although the material is flushable, it is not degradable and tends to accumulate around the grinder causing it to work harder.

Funding for this new grinder will be provided from the Berlin Turnpike Sewer Pump Station Account (844.55.5588.0.58061.00000) in the amount of \$85,000.00.

**ACTION NEEDED:**

Move to authorize the Town Manager to waive the bidding requirements and award the purchase and installation of two new grinder pumps from Russell Resources not to exceed \$85,000.00, as this is in the best interest of the Town.

**ATTACHMENT:**

Sufficiency of Funds

**PREPARED BY:**

Ray Jarema, P.E., Water Control Manager







# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 3-Dec-21

Purchase Item or Contract: Grinder pumps for Berlin Tpk. pump station		Requested by: Ray Jarema	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Purchase two grinder pumps for Berlin Tpk. pump station	\$85,000.00	\$85,000.00
			-
			-
			-
			-
TOTAL			\$85,000.00

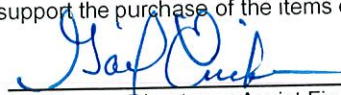
Account No. 844.55.5588.0.58061.00000 Pump Station Berlin Tpk.

Budgeted Amount.....	\$1,652,291.37	Available balance.....	\$1,621,291.37
Encumbrances to Date.....	\$24,570.00	Amount Needed for This Package.....	\$85,000.00
Expenditures to Date.....	\$6,430.00	Available Balance After Purchase.....	\$1,536,291.37

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:** November 29, 2021

**SUBJECT:** Water Control Department Bid Waiver for DPC Engineering, LLC for Water and Sewer Evaluation for Fiscal Year 2022

**SUMMARY:**

Berlin Water Control, in 2017, hired DPC Engineering to formally evaluate the Sewer and Water Rate Structure. Berlin Water Control (BWC) was operating for nearly eight years prior without a water rate increase. Sewer rates were increased annually because of the Mattabassett District's mandated Plant upgrades.

Currently, Berlin Water Control anticipates approximately 400 new customers in the next several years. BWC is not taking full advantage on the issue permit and connection fees, and other miscellaneous fees that other water utilities are applying, namely hydrant fees. Additionally, priorities have changed since 2017, therefore we would like to revise the rate model based on anticipated capital improvement projects. Since DPC Engineering performed the last rate model, it is in our best interest so stay consistent with their services and recommend them to complete this task.

The funding for this project would be provided from two accounts: \$10,000 from Water Services (Account # 843.50.5084.0.56802.00000) and \$10,000 from Sewer Contractual Services (Account # 844.55.5586.0.53814.00000).

**ACTION NEEDED:**

Move to waive the bidding requirements for DPC Engineering, LLC to update and revise a rated model which includes fees for various services, in the amount of \$20,000, as this is in the best interest of the Town.

**ATTACHMENTS:**

- 1) DPC Engineering, LLC Proposal
- 2) Sufficiency of Funds

**PREPARED BY:**

Ray Jarema, P.E., Water Control Manager





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Longmeadow, MA 01106

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Fax: 413-451-1030  
www.DPCengineering.com

November 15, 2021

Mr. Ray Jarema  
Water Control Manager  
Town of Berlin  
240 Kensington Road  
Berlin, Connecticut 06037

Re: **Engineering Services Proposal  
Water & Sewer Financial Evaluation (FY2022 Update)**

Dear Mr. Jarema:

Following is DPC Engineering, LLC's (DPC) engineering services proposal for the Water & Sewer Financial Evaluation (FY2022 Update) Project (Project). Below, please find DPC's proposed scope of services, schedule, and budget for the Project.

## **BACKGROUND**

DPC completed a Water & Sewer Rate Study for the Town of Berlin in 2018. The 2018 Project included an evaluation of water and sewer customers, current rate structures, alternative rate structures, and five-year rate projections based on the Town's capital need and operation and maintenance costs/trends. Over the past couple of years, Berlin has seen continued growth, capital planning implementation and changes to its water and sewer customer base. As such, the Town now seeks to implement the FY2022 Update to the Water and Sewer Financial Evaluation with DPC. In addition to re-evaluating water and sewer rate projections, this Project will also include connection fees, Developer Agreement structure updates and fire protection fee alternatives.

## **SCOPE OF SERVICES**

Following is DPC's scope of services for the proposed Water & Sewer Financial Evaluation (FY2022 Update) Project:

1. Data Updates: Obtain water and sewer billing data from the Town, since the 2018 Project. Update the previous database with the new data. Summarize and evaluate the water and sewer data.
2. Operational Expenses: Develop a matrix of past (since the 2018 Project) and projected water/sewer expenses for the next five fiscal years, including direct and indirect costs, shared costs with other Town departments, and other considerations related to anticipated expenses.
3. Current Debt Service: Develop a matrix of past (since the 2018 Project) and projected water/sewer debt service needs for the next five fiscal years.
4. Capital Planning Updates: Develop a matrix of projected water/sewer capital planning needs for the next five fiscal years. Meet with the Town to assist in reviewing/updating the water/sewer capital plans.



5. Reserve Funds Goals: Develop scenarios of varying funding/withdrawal from both water and sewer reserve funds to balance/stabilize water/sewer rates over the five-year period, with the of minimizing sharp increases in rates from year to year.
6. Revenues Projections: Review factors and assumptions utilized in preparing cash flow and evaluate if these are appropriate, or if other factors should be considered and utilized. Project range of revenues under current rates defining minimum and maximum values. Examine method used for cost recovery and provide recommendation for necessary revision. Develop a summary of projected water and sewer revenue needs for the next five years.
7. Update Current Rate Models: Update the existing water and sewer rate models, previously developed by DPC Engineering, LLC for the Town as part of the 2018 Project, utilizing the updated data and results from Tasks 1 through 6.
8. Fire Protection Charges: Review current fire protection charges for appropriateness and in consideration of industry practices. Provide, if appropriate, proposed options or alternatives.
9. Developer Agreement Considerations: Review the Town's framework for Developer Agreements, including provisions for escrow accounts, connection fees, water/sewer standards, and other considerations to improve the Town's ability to incorporate utility needs, particularly with re-development projects in or tributary to Berlin.
10. Benchmarking Analyses: Perform a benchmarking analysis of Berlin's water and sewer rates, connection fees, and Developer requirements and fire protection fees, against other similarly sized communities and water utilities, to illustrate how other communities'/utilities' rates compare to Berlin.
11. Progress Meeting #1: Conduct a progress meeting at the Berlin Town Hall with Town staff to confirm information, discuss current data trends, review rate alternatives, draft capital plans, reserve fund goals, and other related information regarding the Project. Following the meeting, the data will be updated as necessary, and used to refine the rate models for the remainder of the Project.
12. Updates to the Financial Models: Update the water and sewer databases and rate models, based on input and updates from the Town of Berlin.
13. Draft Summary Memorandum: Prepare a Draft Summary Memorandum incorporating the results of the Project. Provide a PDF copy to the Town for review.
14. Progress Meeting #2: Meet with the Town to review the Draft Summary Memorandum, and to obtain the Town's review comments.
15. Public Informational Meeting: Conduct a public informational meeting with Town staff and residents to review the project with the Town Council and Berlin Water Control Commission, including the recommended plan and five-year implementation plan.
16. Final Summary Memorandum: Upon receipt of review comments from the Town, update and finalize the Summary Memorandum. Provide a PDF copy to the Town for review.



## PROJECT SCHEDULE

We will complete the Project within approximately three (3) to four (4) months from Authorization by the Town.

## PROJECT BUDGET

DPC will complete the work described in the Scope of Services for a lump sum fee of \$19,952.04 for the base scope of services, as shown in the following table.

Task #	Task Description	Sub-Total by Task
1	Data Updates	\$ 4,265.00
2	Operational Expenses	\$ 735.00
3	Current Debt Service	\$ 735.00
4	Capital Planning Updates	\$ 1,588.16
5	Reserve Funds Goals	\$ 445.00
6	Revenue Projections	\$ 735.00
7	Update Current Rate Models	\$ 1,655.00
8	Fire Protection Charges	\$ 1,635.00
9	Developer Agreement Considerations	\$ 1,055.00
10	Benchmarking Analyses	\$ 1,345.00
11	Progress Meeting #1	\$ 398.16
12	Updates to the Financial Models	\$ 1,055.00
13	Draft Summary Memorandum	\$ 2,730.00
14	Progress Meeting #2	\$ 398.16
15	Public Informational Meeting	\$ 412.56
16	Final Summary Memorandum	\$ 765.00
<b>Total =</b>		<b>\$ 19,952.04</b>

DPC will invoice the Town of Berlin monthly based on the percentage of work completed by Task. In the event that the scope of work is modified (increased or decreased) for any reason, the scope and fee for the work will be mutually revised by Amendment.

Thank you for this opportunity. We look forward to the opportunity to implement this Project with Berlin. Please contact me by cell at 860-418-9676 or by email at [dave.prickett@dpcengineering.com](mailto:dave.prickett@dpcengineering.com) if you have any questions or need additional information.

Sincerely,

DPC ENGINEERING, LLC

David R. Prickett, P.E.  
President

Cc: Mr. Justin Skelly, Senior Project Manager, DPC Engineering, LLC





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## STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated November 15, 2021 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between DPC Engineering, LLC ("Engineer"), with an address of 46 Mohawk Drive, Longmeadow, MA 01106 and the Town of Berlin ("Client"), with an address of 240 Kensington Road, Berlin, Connecticut 06037 with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

### 1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.

1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

### 2. Engineer's Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.
- 2.5 Engineer shall have all licenses and permits required by the Scope of Services.

### 3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.

3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.

3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.

3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.

### 4. Subcontracts

4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but





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does not guarantee their services and will not be liable for their errors or omissions.

- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Engineer will add a 20% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to Client.

## **5. Billing and Payment**

- 5.1 Client shall pay Engineer on a lump sum basis as set forth in the attached Scope of Services.
- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the Client will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.
- 5.4 No deductions shall be made from Engineer's compensation on account or sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.
- 5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

- 5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.

## **6. Ownership and Use of Documents**

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by Client and Engineer.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

## **7. Limitation of Liability**

- 7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not





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exceed the total covered amount available under Engineer's insurance policies.

- 7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

## **8. Insurance**

- 8.1 Engineer is protected by Worker's Compensation Insurance, Employer's Professional Liability Insurance, and by General Liability Insurance each (with the exception of Workers' Compensation) with a minimum limit of \$1,000,000 per occurrence and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

## **9. Indemnification Hold Harmless**

- 9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

## **10. Delays/Force Majeure**

- 10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel,

equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## **11. Notice**

- 11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

## **12. Dispute Resolution**

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations purposes of the Federal Rules of Evidence and state Rules of Evidence.

- 12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to





by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

### 13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

### 14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any

such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

### 15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client





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infrastructure

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46 Mohawk Drive  
Longmeadow, MA 01106

Phone: 413-567-6310  
Fax: 413-451-1030  
www.DPCEngineering.com

may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

- 15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

## 16. Pre-Existing Conditions and Subsurface Risks

- 16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points





may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury of interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

## 17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

## 18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut.

18.2 The prevailing party in any lawsuit, appeal, bankruptcy or other legal proceeding relating to this Agreement or its appendices shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party. Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the Commonwealth of Massachusetts, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs,



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DPC Engineering, LLC  
46 Mohawk Drive  
Longmeadow, MA 01106

Phone: 413-567-6310  
Fax: 413-451-1030  
[www.DPCengineering.com](http://www.DPCengineering.com)

Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

(Signatures on next page)





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46 Mohawk Drive  
Longmeadow, MA 01106

Phone: 413-567-6310  
Fax: 413-451-1030  
www.DPCengineering.com

IN WITNESS WHEREOF, the parties have executed  
this Agreement on the date set forth below:

**ENGINEER:**

**DPC ENGINEERING, LLC**

By: David R. Prickett

Printed: David R. Prickett, P.E.

Title: President

Thereunto duly authorized

Date: November 15, 2021

**CLIENT:**

**TOWN OF BERLIN**

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

Printed: \_\_\_\_\_

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

Thereunto duly authorized

Date: \_\_\_\_\_

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

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** November 29, 2021

**SUBJECT:** Award of Routine and Minor Emergency Sewer Services (Including Sewer Pump Stations) Contract #2022-10

**SUMMARY:**

Annually, the Town of Berlin requests outside services for a contractor to perform routine and emergency repairs and minor construction, within the Water Control jurisdiction, which the Town does not have capacity to accomplish. On October 29, 2021, bids were opened for this contract. The Drain Doctor, Inc. was the only bidder, therefore Water Control recommends awarding the contract to this company.

Activities included within the contract will be available town-wide (to other Town Departments) and include the following functions: A) perform clean-up and jetting of sewer mains, B) pump sewage from pump stations C) pull sewer pumps for replacement/repair, D) camera work in sewer lines E) Easement machines F) Brush-hog and other work associated with sewer and/or sewer pump station activities for the Town with an anticipated start date of January 1, 2022 through December 31, 2023 (two year Agreement).

Since this is a unit price contract for an un-specified project or work scope, a sufficiency of funds is not applicable. Each purchase order issued will be based on the work task, rates provided in the proposals, and available funds in the accounts.

**ACTION NEEDED:**

Move to award Contract #2022-10 - Routine Repairs and Minor Emergency Sewer Services, including sewer pump stations, to Drain Doctor, Inc. of Berlin, for service use by Water Control and other departments on a Town-wide basis.

**ATTACHMENTS:**

Bid Summary and License

**PREPARED BY:**

Ray Jarema, P.E., Water Control Manager





TOWN OF BERLIN, CONNECTICUT

ATTACHMENT A: PROPOSAL FORM

**Contract for Emergency Sewer Services Including Sewer Pump Stations #2022-10**

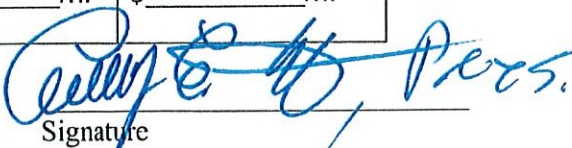
Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

**Pricing:**

	Routine Rate	Emergency Rate	Emergency OT Rate
Cleanup/ Jetting Sewer Mains	\$ <u>250.64</u> /hr	\$ <u>250.64</u> /hr	\$ <u>289.62</u> /hr
Pumping Sewage from Pump Stations	\$ <u>178.23</u> /hr	\$ <u>178.23</u> /hr	\$ <u>217.22</u> /hr
Additional Labor	\$ <u>72.41</u> / hr	\$ <u>72.41</u> / hr	\$ <u>111.41</u> / hr
Pulling Sewer Pumps for Replacement/Repair	\$ <u>150.39</u> /hr plus add'l labor	\$ <u>150.39</u> /hr	\$ <u>198.84</u> /hr
Sewer Line Camera Work	\$ <u>150.39</u> /hr	\$ <u>150.39</u> /hr	\$ <u>198.84</u> /hr
Easement machine	\$ <u>150.39</u> /hr	\$ <u>150.39</u> /hr	\$ <u>198.84</u> /hr
Brush Hog	\$ <u>173.04</u> /hr	\$ <u>173.04</u> /hr	\$ <u>209.24</u> /hr
Forestry Mulching Head			

10/28/2021

Date

  
Signature

Gary E Schmidt, President

Printed Name, Title

Drain Doctor, Inc

Company Name

1083B Farmington Ave, Berlin, CT 06037

Address

860-828-8081

Telephone

office@dditech.com

E-mail address



STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

GARY E SCHMIDT  
51 HARRIS ST  
KENSINGTON, CT 06037-2116

has been certified by the Department of Consumer Protection as a licensed  
**PLUMBING & PIPING LIMITED CONTRACTOR**

License # PLM.0208225-P7

Effective: 11/01/2021

Expiration: 10/31/2022



Michelle Seagull, Commissioner



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

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

**FROM:** Arosha Jayawickrema, Town Manager

**DATE:** December 7, 2021

**SUBJECT:** Glen Street Bridge- Emergency Repairs

**SUMMARY:**

The Public Works Department and AI Engineers, Inc. of Middletown, CT have been working this past year on the final design and obtaining agency approvals for a rehabilitation of the Glen Street Bridge (DOT No. 06955). Connecticut Department of Transportation (DOT) recent annual inspection reports had indicated that the metal pipe arch culvert needs rehabilitation or replacement due to the poor condition of the invert (culvert bottom). Page 1 (attached) from a previous Request for Proposal (RFP) provides a relevant summary of the bridge condition at that time. DOT, Town Staff, and AI Engineers met at the bridge site on October 21, 2021 at DOT's request to review the bridge condition due to impacts from Hurricane Ida on September 1<sup>st</sup> and 2<sup>nd</sup>, 2021. DOT inspectors found increased perforations and undermining beneath the culvert bottom, and recommended short term repairs if the longer-term approach could not be implemented quickly, to avoid bridge closure. DOT and the Town Engineering Department also agreed to increase inspection frequency, and to inspect after any major rain events, to monitor for any additional undermining.

As the proposed rehabilitation project (re-lining the circular culvert) is currently under federal review, and may require significant adjustment or a different solution due to agency feedback and the increased impacts due to Ida, Staff requested proposals from three (3) pre-qualified bridge contracting firms on emergency repairs to keep the bridge stable and open until the ultimate repair/replacement is approved and can be bid. The attached quotes were received by Monday, December 6, 2021, and ranged from \$137,000 to \$213,600. Staff and AI Engineers reviewed all of the proposals, which include a number of alternative emergency repair solutions, and recommend that New England Road, Inc (NERI) be selected, with the deduct alternative of using concrete in lieu of grouted rip rap at the inlet and outlet (this saves \$2,400.00). NERI's adjusted quote of \$134,600 is responsive, and proposes the following emergency repairs to maintain bridge integrity over the next year or so:

- Install concrete (including pressure grouting) under and around the circular culvert to fill in voids and stabilize surrounding fill
- Install cast-in place concrete at the inlet and outlet to fill in eroded areas and minimize the potential for future scour
- Install a concrete invert (pipe base) in the circular culvert to protect the pipe from further damage and undermining
- Add rip rap (large stone) further upstream and downstream to fill eroded channel areas and provide further scour protection

This contract will be a combination of lump sum and unit cost items, as the estimates of required concrete are preliminary. The ultimate cost will be based on how much grout and concrete is placed, so Staff request Town Council approval to award this contract with a 20% contingency for an amount not to exceed \$161,500. Funding for this contract will be provided from the Glen Street Bridge Account (# 140.20.2037.0.54000.00547).

**ACTION NEEDED:**

Move to authorize the Town Manager to enter into a contract agreement with New England Road, Inc. of Clinton, CT for Emergency Repairs to the Glen Street Bridge No.06955 for the amount of \$134,600.00, and to authorize the Town Manager to increase the contract value through change orders to an amount not to exceed \$161,500, as this is in the best interest of the Town.

**ATTACHMENTS:**

Introduction on Glen St Bridge (from a prior RFP)  
Sufficiency of Funds  
Quotes from NERI, Mizzy Construction, and Dayton Construction

**PREPARED BY:**

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





## Introduction

The Glen Street Bridge over the Mattabesset River was originally constructed in 1957 as a single steel arch pipe culvert, and a concrete box culvert was added circa 1987. It is a 24' wide bridge with a 52' span, carrying a two-lane Town road (Glen Street). The reinforced concrete box culvert is 12' wide x 5' high, and the multi-plate steel arch pipe culvert measures 7.4' high x 11.6' wide. The most recent Connecticut Department of Transportation (DOT) bridge inspection report categorized this bridge as Condition No. 2/Critical largely due to the condition of the metal arch pipe culvert invert. Following DOT's recommendations, the Town installed signage in October 2019 as a precautionary measure showing that the bridge load rating is now seven (7) tons.

The Town also retained a bridge engineer to review DOT reports, inspect the bridge, and prepare several conceptual options along with budgetary cost estimates to address the current bridge condition. The final independent high-level report presented four options, ranging from installing a concrete invert in the arch culvert to full replacement of both culverts. The Town has elected to pursue a re-lining strategy that will add a minimum of 25 to 30 years of service life to the overall structure, as follows:

- Grout any voids behind the arch culvert
- Re-line the arch culvert
- Install upstream and downstream cut-off walls to address scouring
- Rehabilitate the concrete box culvert, wing walls, etc.

However, the Town is open to other cost-effective options (e.g. a more robust concrete invert approach) that will meet the stated service life goals and restore the original load rating. Those seriously interested in submitting a proposal can obtain the latest DOT report and the independent bridge assessment from Maryssa Tsois, Town Purchasing Agent. The Town is seeking a qualified bridge engineering firm to review all available information and the current bridge condition, fully design the appropriate rehabilitation approach, obtain all required permits, prepare a bid package and assist the Town in selecting a contractor. In addition, the selected firm shall provide construction administration services during construction, and supply an as-built survey and letter report regarding the bridge load rating upon project completion. Note that this project will be entirely funded by the Town, and will not be entering the Federal or Local Bridge Programs.



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 7-Dec-21

Purchase Item or Contract: Glen St. Bridge emergency repairs		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Glen St. Bridge emergency repairs (NTE \$161,500)	\$161,500.00	\$161,500.00
			-
			-
			-
			-
TOTAL			\$161,500.00

Account No. 140.20.2037.0.54000.00547 Glen Street Bridge

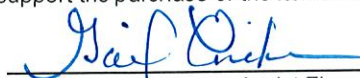
Budgeted Amount.....	\$437,300.00	Available balance.....	\$414,873.46
Encumbrances to Date.....	\$21,800.00	Amount Needed for This Package.....	\$161,500.00
Expenditures to Date.....	\$626.54	Available Balance After Purchase.....	\$253,373.46

Is a budget change needed? ☐ Yes ☒ No

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

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

or:

  
Finance Director or Assist.Finance Director

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

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



# PROPOSAL

PAGE 1 OF 2 PAGES



35 Lumberyard Road, Clinton, Connecticut 06413  
(860) 664-0056 FAX (860) 669-6030

PROPOSAL SUBMITTED TO: Town of Berlin		PHONE: 860-828-7014	FAX:	DATE: December 6, 2021
STREET: 240 Kensington Road		ATTN: Michael S. Ahern, P.E.		
CITY, STATE AND ZIP CODE Berlin, Connecticut 06037		JOB: Glenn Street Bridge Emergency Repair, Berlin, CT		
ARCHITECT	DATE OF PLANS:	JOB LOCATION:	JOB PHONE:	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

## Emergency Repair to Glenn Street Bridge

Includes 8 cy pressure grout at culvert.

Deduct prior to order: -110.00/cy

Add prior to order: +110.00/cy

Deduct after order: NA

Add after order: +475.00/cy

Eliminate grouted rip rap add concrete class "A" cast-in-place at inlet/outlet (no form, shape similar to grouted rip rap)

Deduct: 2,400.00. Deduct includes up to 13 cy each end. Add / deduct for concrete 200.00/cy.

Eliminate grouted rip rap, install precast or cast-in-place, cut off wall with reinforcing to tie into culvert invert similar to sheet S.04 - S.07 of the rehabilitation plans = Add 8,200.00

Lump sum includes all work according to plans. Cofferdam adjacent the inlet and outlet to be steel sheeting so the grouted rip rap cut off wall can be installed full width with less chance of a cofferdam breach during excavation in this area.

Price includes matting as described over existing sewer line at east side access road.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:

One Hundred Thirty Seven Thousand Dollars and No Cents

Dollars (\$137,000.00 )

PAYMENT TO BE MADE AS FOLLOWS:

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

AUTHORIZED  
SIGNATURE

NEW ENGLAND ROAD, INC.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN  
BY US IF NOT ACCEPTED WITHIN 10 DAYS

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

AUTHORIZED  
SIGNATURE:

DATE OF ACCEPTANCE: \_\_\_\_\_



# PROPOSAL

PAGE 2 OF 2 PAGES



35 Lumberyard Road, Clinton, Connecticut 06413  
(860) 664-0056 FAX (860) 669-6030

PROPOSAL SUBMITTED TO: Town of Berlin		PHONE: 860-828-7014	FAX:	DATE: December 6, 2021
STREET: 240 Kensington Road		ATTN: Michael S. Ahern, P.E.		
CITY, STATE AND ZIP CODE Berlin, Connecticut 06037		JOB: Glenn Street Bridge Emergency Repair, Berlin, CT		
ARCHITECT	DATE OF PLANS:	JOB LOCATION:	JOB PHONE:	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

## Emergency Repair to Glenn Street Bridge

West side construction will be performed from roadway, no access road will be installed.

Price includes placing a shot-crete culvert invert of the required strength. Shot-crete is necessary in order to shape the proposed invert as detailed.

Price includes heating concrete invert for up to seven (7) days to cure concrete

Price excludes traffic control, signs, clearing & grubbing, permits, and uncontrollable water infiltration from the box culvert into the work area.

Start of work to be in accordance with Bid Documents.

**Lump sum price: 137,000.00**

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:

One Hundred Thirty Seven Thousand Dollars and No / Cents

Dollars (\$137,000.00 )

PAYMENT TO BE MADE AS FOLLOWS:

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

AUTHORIZED  
SIGNATURE

NEW ENGLAND ROAD, INC.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN  
BY US IF NOT ACCEPTED WITHIN 10 DAYS

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CON-  
DITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO  
DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

AUTHORIZED  
SIGNATURE:

DATE OF ACCEPTANCE: \_\_\_\_\_



Bid Proposal For  
Emergency Repairs to  
Glen Street Bridge  
Berlin, Connecticut

Construction Sequence

- 1) Erosion control
- 2) Clear trees (Town forces)
- 3) Install access ramps
- 4) Install cofferdam (steel sheeting)
- 5) Install dewatering system
- 6) Prep/ clean culvert

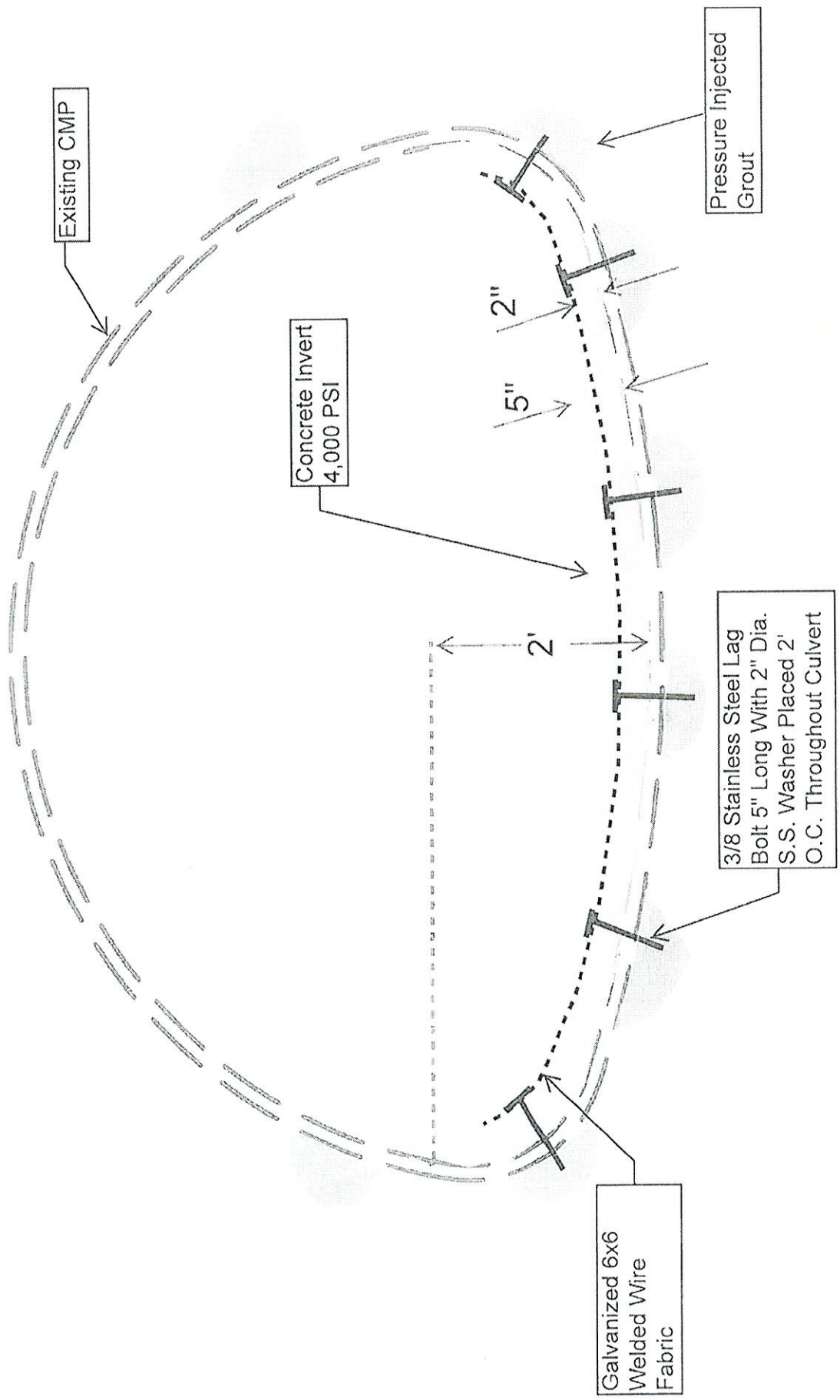
Work completed in 10-foot (10') sections inside culvert

- 7) Install 3/8" x 5" S.S. bolts (2' O.C.)
- 8) Pressure grout voids outside culvert
- 9) Install 6x6 galvanized wire reinforcement
- 10) Apply bonding agent to culvert
- 11) Install concrete invert
- 12) Install grout filled rip rap at inlet and outlet
- 13) Install rip rap upstream and downstream
- 14) Complete restoration

Clarifications:

- 1) Town forces to clear trees as necessary
- 2) One way traffic may be required. Town to establish and maintain necessary traffic control patterns.
- 3) Winter conditions are anticipated
- 4) Payment/ performance bonds included
- 5) A less expensive alternative may be possible using bituminous concrete if available
- 6) Proposal based on 8 CY of grout, additional grout furnished and installed at Two Thousand Two Hundred Fifty Dollars per cubic yard (\$2,250.00/CY)
- 7) Unit price of 4000 PSI concrete is Fourteen Hundred Dollars per cubic yard (\$1,400.00/CY)
- 8) Attachments provided:
  - a. David Pawlikowski; October 14, 2021 request for field meeting; Bridge No. 6955
  - b. Michael Ahern; November 23, 2021, Glen Street Bridge-quote request
  - c. Michael Ahern; November 24, 2021, Addendum No. 1
- 9) Project is non prevailing wage
- 10) Project is nontaxable
- 11) Winter conditions are accounted for

Lump Sum Cost \$213,600.00





**DAYTON  
CONSTRUCTION  
COMPANY  
INCORPORATED**



**General Contractor**  
Telephone (860) 274-2998  
Facsimile (860) 274-6274

<b>To:</b>	Town Of Berlin	<b>Contact:</b>	Michael Ahern, P.E.
<b>Address:</b>	240 Kensington RD Berlin, CT 06037	<b>Phone:</b>	860-828-7014
<b>Project Name:</b>	Berlin - Emergency Repairs Glen Street	<b>Fax:</b>	
<b>Project Location:</b>	Glen St, Berlin, CT	<b>Bid Number:</b>	
<b>Addendum #:</b>	2	<b>Bid Date:</b>	12/6/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0601965	CONCRETE INVERT	1.00	LS	\$125,500.00	\$125,500.00
0703010	STANDARD GROUTED RIPRAP	1.00	LS	\$33,000.00	\$33,000.00
0611002	PRESSURE GROUTING	8.00	CY	\$1,300.00	\$10,400.00

**Total Bid Price: \$168,900.00**

**Alternatives**

0803015	PRECAST CONCRETE BLOCK REVETMENT	50.00	SY	\$540.00	\$27,000.00
0601201	CLASS "F" CONCRETE Per Additional CY	1.00	CY	\$1,200.00	\$1,200.00
0503905	Removal Of CMP Sections (SF)	1.00	SF	\$50.00	\$50.00
0602000	Additional Deformed Steel Bars (LB)	1.00	LB	\$25.00	\$25.00

**Notes:**

- Exclusions: M&P of Traffic, Tree Removal, Removal and Replacement of Guard Rail
- Pricing based on performing the work with Glen Street closed for project duration
- With the difficult nature of the work, D.C.C.I. is open to performing any of the alternative items on a cost plus basis

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>Dayton Construction Company Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Matthew Dayton (860) 274-2998 Bids@Dayton-Construction.com</p>
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**Agenda Item No. 12**  
**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council  
**FROM:** Arosha Jayawickrema, Town Manager  
**DATE:** December 2, 2021  
**SUBJECT:** Town Council Calendar 2022-2023

**Summary of Agenda Item:**

The following notice was sent to the Chair of the Calendar Committee by the Town Clerk's Office. "In accordance with the Berlin Charter Section 8-3 and the Freedom of Information Statute, each Board and Commission in town, whether elective or appointive, shall file by January 31<sup>st</sup> of each year with the Town Clerk, a schedule of regular meetings for the ensuing year. Also, the statutes state that no such meeting of any such public agency shall be held sooner than thirty days after such schedule has been filed. When you adopt the meeting calendar for 2021 your board or commission should also approve any meeting(s) that would be held in January 2022."

Councilor Luddy as Chair of the Calendar Committee has proposed the enclosed calendar for 2022 and January of 2023. This calendar was distributed at the previous Council Meeting.

**Action Needed:**

Move to approve the adoption of the Town Council Meetings Calendar for 2022 and January of 2023.

**Attachments:**

Calendar/Board of Finance Calendar

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

## Town Council Calendar 2022 and January 2023

Tuesday – Town Council Chambers – 7:00 PM

January 4<sup>th</sup> and 18<sup>th</sup>

February 1<sup>st</sup> and 15<sup>th</sup>

March 1<sup>st</sup> and 15<sup>th</sup>

April 5<sup>th</sup> and 19<sup>th</sup>

Budget Referendum April 26<sup>th</sup>

May 3<sup>rd</sup> and 17<sup>th</sup>

Possible Budget Referendum May 24<sup>th</sup>

June 7<sup>th</sup> and 21<sup>st</sup>

July 12<sup>th</sup> and 26<sup>th</sup>

August – No meetings

September 6<sup>th</sup> and 20<sup>th</sup>

October 4<sup>th</sup> and 18<sup>th</sup>

November 1<sup>st</sup> and 15<sup>th</sup>

Election Day November 8, 2022

December 13<sup>th</sup>

January 3<sup>rd</sup> and 17<sup>th</sup> - 2023



**Boldface items approved by Bd. of Finance and Town Council.**

All others approved by Town Manager.

2021-2022

Bud.Chg. #	Department	Contingency	Fund Bal.	Other General Fd.	Other Fund	Comments
22-01	Finance			\$4,400.00		Computer Support (from Part time help)
<b>22-02</b>	<b>Townwide</b>		<b>\$2,210,640.00</b>			<b>Pension/Actuarial Funding</b>
22-03	Animal Control			\$170.00		Telephone (from Maint. & Repair)
22-04	Economic Devel.			\$4,832.83		Salary increase for Director (from Salary Continuation)
22-05	Nursing			\$5,000.00		Part Time Help (from Dept. Head)
22-06	Building Inspection			\$250.00		Uniforms/safety equip. (from Mid Managers)
<b>22-07</b>	<b>Townwide</b>		<b>\$3,100,000.00</b>			<b>Pension/Actuarial Funding</b>
22-08	Town Clerk			\$92.50		Computer Support (from Supplies)
22-09	Golf				\$4,900.00	Parts for backhoe overhaul (from CNR Backhoe)
22-10	Highway				\$5,000.00	Paving Box (from CNR Wood Chipper)
22-11	Library			\$1,200.00		Maint. & Repair (from Data Services)
22-12	Public Works			\$500.00		Mater.Storage Yard Monitoring Wells (from Contrac. Serv.)
22-13	School Expenses			\$75.00		Org. Fees (from Training)
22-14	Registrar of Voters			\$170.00		Org. Fees (from Truck Rental)
22-15	Nursing			\$1,175.00		Prof. Devel. (from Pension)
22-16	School Expenses			\$200.00		Physicals for Nurses (from Training)

<b>\$0.00</b>	<b>\$5,310,640.00</b>	<b>\$18,065.33</b>	<b>\$9,900.00</b>
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Cumulative Appropriations

\$2,210,640.00

Bal. of Contingency Account

\$300,000.00

**Fee Waivers and Donations Approved by Council**  
**Fiscal Year 2021/22**

<u>Date</u>	<u>Value</u>
7/20/2021 Waive Police fees - Willard 5K Fun Run	\$2,289.00
7/20/2021 Waive Police fees - Berlin Fair	\$29,236.00
9/7/2021 Donation of 4 rounds of golf and 2 carts - Timber Cup Tournament raffle prize	\$244.00
9/7/2021 Waive rental fee at Pistol Creek deck - U.S. Army reserves	\$100.00
9/7/2021 Waive permit fees for temp. tent - Wellspring Church	\$170.00
9/7/2021 Waive additional Police fees - Kens. Cong. Church Festival on the Hill	\$79.90
9/21/2021 Waive P & Z special event fee - St. Paul annual picnic	\$150.00
9/21/2021 Waive Police fees - BVFD Jeep show	\$385.00
10/5/2021 Waive Police fees - Hungerford Pumpkin Palooza	\$1,000.00
10/19/2021 Waive fees for the installation of two tents - Hungerford	\$165.00
11/30/2021 Waive field usage and light fees - flag football game at Scalise field	\$300.00
11/30/2021 Waive police fees - Berlin Helping Berlin Powder Puff fundraiser	\$569.00
11/30/2021 Waive Police fees - Tree Lighting	\$884.00
11/30/2021 Waive Public Grounds OT charges - Tree Lighting	\$480.00
	<hr/>
	\$36,051.90

Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/85802504068?pwd=cnpoc1hmTzJIUUtNTklDbUhUVTBDdz09>

Meeting ID: 858 0250 4068

Passcode: 380968

Dial by your location

+1 929 205 6099 US (New York)

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, November 30, 2021  
Town Council Chambers and  
Remote Meeting  
7:00 P.M.**

**A. CALL TO ORDER**

Mayor Kaczynski called the meeting to order at 7:03 p.m.

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

Those in attendance were:

Councilor Jack Fazzino  
Mayor Mark Kaczynski  
Councilor Brenden Luddy  
Councilor Charles Paonessa  
Councilor Peter Rosso  
Councilor Mike Urrunaga  
Councilor Donna Veach

Also in attendance:

Town Manager Arosha Jayawickrema  
Corporation Counsel Jeffrey Donofrio

**D. AUDIENCE OF CITIZENS**

None

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

**F. CONSENT AGENDA:**



1. **Topic re: Approve a prorated refund in the amount of \$343.80 for Mrs. Linda Sorrentino. – Golf Course**
2. **Topic re: Approve a prorated credit to be used at Timberlin Golf Club next season in the amount of \$836.00 for Mr. Scott Trevethan. - Golf Course**
3. **Topic re: Approve request by Berlin Police Association to have field usage and light fees, not to exceed an amount of \$300 waived for a flag football game at Scalise Field on November 21, 2021 from 3:30PM – 6:30PM. – Parks and Recreation**
4. **Topic re: Approve the request of the Berlin Helping Berlin Foundation to waive the cost of two police officers, estimated at approximately \$569, associated with having a Powder Puff Flag Football Game Fundraiser at Sage Park on Tuesday, November 23, 2021. – Town Manager**
5. **Topic re: Accept donations to the Berlin Animal Control Donation Account for \$75.00 and items valued at \$305.00. – Animal Control**
6. **Topic re: Accept monetary donations totaling \$2,006.99 for the Berlin Peck Memorial Library and deposit \$1,275.00 into the library agency account to be used for the purchase of tools for our library of things, large print books and the libraries greatest needs and deposit \$405.80 into the friends of the library miscellaneous account for the purchase of programs and program supplies and deposit \$326.19 into the friends of the library credit card account for the annual renewal of the get response database and move to accept the donation of disposable face masks with an approximate value of \$30.00 to be used by library patrons and staff. – Berlin-Peck Memorial Library**
7. **Topic re: Approve the donation from the Manzi Foundation to purchase 2 Automated External Defibrillators Valued at \$4,634 for use in the Fire Department. – Fire Administrator**
8. **Topic re: Approve waiving the fees associated with hiring two Police officers to cover the Town of Berlin Fire Department Tree Lighting in an approximate amount of \$884.00 and approve waiving the fees associated with hiring two Public Ground employees to cover the clean-up after the Tree Lighting, in an approximate amount of \$480.00. – Fire Administrator**
9. **Topic re: Accept the donation of \$325.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department**

Councilor Luddy moved to approve the Consent Agenda as presented.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

## **G. PUBLIC HEARINGS**

### **Amendments to Chapter III Animals Sec. 3-2 Definitions and Chapter XVI Parks and Recreation and Open Spaces Sec. 13-32 Dogs.**

Mayor Kaczynski convened the public hearing for amendments to Chapter III Animals Sec. 3-2 Definitions and Chapter XVI Parks and Recreation and Open Spaces Sec. 13-32 Dogs.

Town Manager Jayawickrema stated that this item is regarding the leash ordinance that was recommended to the Ordinance Committee which they reviewed and returned to the Town Council. This public hearing was scheduled for 30-days out allowing the public time to review the information and present their comments to the Town Council for their consideration.

Mayor Kaczynski stated that there have been issues with dog bites in Town as well as instances of dogs wandering into neighboring yards as well as onto public property. The ordinance change requires dogs to be on leads on public property with an area of Bicentennial Park temporarily excluded from the lead requirement for a period of six months from the date of ordinance passage to allow for further examination of the placement of an off-lead area for dogs.

Mayor Kaczynski asked for public comments at this time.

***Karl Lewis, 56 Hartland Terrace*** – Mr. Lewis stated he is against the proposal which specifically exempts Bicentennial Park which disproportionately impacts the residents of Winesap Road. The proposal also does not address the issue of out-of-control dogs at or outside of the meadow area at Bicentennial Park and does not specify exactly what the meadow is in Bicentennial Park. He added that the proposal does not agree with the latest Plan of Conservation and Development which envisions passive recreational opportunities across contiguous parcels of open space within town and is inconsistent with the original intent of the park which was to be all inclusive. Mr. Lewis requests that the Council not pass this six-month ordinance but find a location that agrees with the Plan of Conservation and Development.

***Karen Pagliaro, 221 Stillmeadow Lane*** – Ms. Pagliaro stated that she believes the intent of Bicentennial Park was not for it to be a dog park and it has caused some residents to not visit the park and has caused hardships for residents of Winesap Road. She added that as a nurse having to care for those with dog bites, she knows they are a serious concern and public safety should be the Town's top priority.

Ms. Pagliaro added that if public safety is a main concern of the Town, then a leash law that covers every public area of the Town should be enacted.



**Patricia Bedard, 79 Winesap Road** – Ms. Bedard stated that she has been to meetings over the years arguing for a leash law in Bicentennial Park. She stated that she was recently walking across the park and was approached by two dogs while their owner was 100 feet away attempting to call them away from her. In another instance she was walking her dog to the end of the Winesap Road cul-de-sac when she noticed two pit bulls outside of a truck parked on the street with no owner in sight. Ten minutes passed before the owner called the dogs back to him from the Bicentennial Park field. She added that she is fearful for what can happen if dogs continue to be off leash.

**Jay Gaffney, 95 Winesap Road** – Mr. Gaffney stated that he is concerned with the six-month extension for Bicentennial Park and requests that the Town Council not vote on this ordinance change until there is a firm location for off leash dogs. As a resident of Winesap Road, he feels that dog owners will be driven into his neighborhood with the park being the only off leash public area in Berlin and he is concerned that the six-month extension will only continue to be extended.

**Mary Kathryn LaRose, 26 Woodruff Lane** – Ms. LaRose addressed items brought up by previous speakers. Regarding inclusiveness, she doesn't believe dog owners are trying to exclude anyone from the field area of Bicentennial Park but it's those that don't want any off-leash area that are excluding the dog owners. Regarding the Plan of Conservation and Development's passive use language, she believes that walking dogs on or off leash is passive.

Ms. LaRose added that the Town Council may want to consider changing the wording from meadow to open field to avoid confusion about the area in question. She also suggested that the residents of Winesap Road take a "wait and see" approach regarding the six-month time frame to determine if their neighborhood is affected by an increase in traffic.

Regarding the use of the term "dog park", Ms. LaRose stated that dog owners do not want a designated dog park because that is not what they are looking for. She also stated that there have been many complaints of dog bites at the park, yet she has not seen any police reports.

Town Manager Jayawickrema read from a July 27, 2021 document previously given to the Town Council by the Parks and Recreation Commission; "The Parks and Recreation Commission strongly suggests that the ordinance be modified to prohibit any animals on Town owned athletic facilities and fields", and "We offer the following points for your consideration of the Pistol Creek site."

He added that at a regular meeting of the Conservation Commission on November 19, 2021; "The Conservation Commission unanimously resolved to oppose a leash ordinance that excludes any portion of any Town open space land".

**Donna Bovee, 85 Steepleview Drive** – Ms. Bovee stated that she is representing the Parks and Recreation Commission. The Commission has looked at the amendments to the ordinance and noted



some changes that need to be made, noting that that Chapter XVI Sec. 13-32 should also state that dogs are not allowed within the fenced-in areas of Town pools as well as Scalise Field. This wording should also be carried forward into the “at large” section of Chapter III Sec. 3-2.

The Commission also noted that in Chapter III Sec.3-2 the “designated public property” information should be corrected to read “Demore, Dinda, Bittner Jr Memorial Pool” and Percival Pool should be added. They also questioned including Petit Complex but not Sage Park. The Commission thanked the Town Council for the leash requirement as there has been incidents with dogs roaming on Town playgrounds and parks.

**Greg Starr, 59 Hudson Street** – Mr. Starr noted that he is a member of the Parks and Recreation Commission, but he is speaking as a citizen. Mr. Starr stated that he spends a good amount of time on the Town’s soccer fields and there have been many instances when dogs have been roaming free. He also stated that his own dog was charged at by unleashed dogs around Berlin High School, and he was charged at by an unleashed dog while picking up after a soccer game.

Mr. Starr stated that the leash law should be about safety for Town residents. He also suggested the Council immediately put the leash law in place and then investigate creating a place for dogs to be off leash.

**Peter Zarabozo, 158 Ellwood Road** – Mr. Zarabozo stated that after hearing residents speak tonight, he believes the Town does need a designated area for residents to allow their dogs to run off leash. He added that there are over 1,000 acres of open space in Berlin, and he doesn’t believe it’s a big request to have a small portion dedicated to dogs.

Mr. Zarabozo is concerned with the increased traffic that is possible on Winesap Road but does not believe the Town should infringe access to Bicentennial Park from that street.

**Gerald Bacon, 24 Maple Street** – Mr. Bacon stated that he is a daily user of Bicentennial Park with his dog and always makes sure to keep his dog on a lead while entering and exiting the park, although there are those that do not because they feel they have control of their dogs.

He added that those that use the park daily try to self-enforce the rules. It has always been a dog-friendly park and it’s just a matter of making those that visit aware of those rules. Regarding Town sports/recreational fields he inquired if use of the fields in the off season can be considered.

**Donna Bovee** – Ms. Bovee stated that the use of sports/recreational fields in the off season is not recommended as the fields can still be damaged and the grass is still growing during that time. She stated that the Parks and Recreation Commission requests that no dogs be allowed on any field at any time during the year.

Mayor Kaczynski stated that this issue has been a topic of discussion for many years and the Town is finally trying to solve it at this time. He added that there have been no documented reports regarding dog attacks or bites in Bicentennial Park, although there have been reports of them occurring in other neighborhoods.

The Mayor stated that the leash law will be voted on at the next Town Council meeting and go into effect immediately. He is confident that after the six-month period at Bicentennial Park the Town will have a solution for an area to accommodate dog owners and still try to do the best for all residents of Berlin.

Mayor Kaczynski closed this portion of the Public Hearing at 7:56 p.m.

**Amendments to Section 16-15(d) of the Taxation and Finance Ordinance at Chapter XVI of the Town of Berlin Code Book to amend the process for applying for an exemption from personal property taxation of vehicles for the handicapped.**

Mayor Kaczynski convened the public hearing on the Amendments to Section 16-15(d) of the Taxation and Finance Ordinance at Chapter XVI of the Town of Berlin Code Book to amend the process for applying for an exemption from personal property taxation of vehicles for the handicapped.

Town Manager Jayawickrema explained that this is a staff recommendation that refers to vehicles with special equipment or modification for the exclusive purpose of transporting a handicapped or medically incapacitated person. The current ordinance requires an annual application for exemption from personal property taxation, while the amendment will remove that requirement.

No public comments were made.

Mayor Kaczynski closed the Public Hearing at 7:59 p.m.

**H. NEW BUSINESS:**

- 1. Topic re: Approve a FY22 non-budgeted appropriation of \$2,200,000 from the General Fund Unassigned Fund Balance to the Transfers to Other Funds, both in the General Fund, to fund the purchase of two new fire vehicles and the balance owed on a third new fire vehicle to be delivered in early 2022, and to appropriate the \$2,200,000 to the Fire Truck account in the Firetruck Fund. – Fire Administrator/Finance**

Mayor Kaczynski stated that this item was the purpose of tonight's Town Meeting.

Councilor Luddy moved to approve a FY22 non-budgeted appropriation of \$2,200,000 from the General Fund Unassigned Fund Balance to the Transfers to Other Funds, both in the General Fund,



to fund the purchase of two new fire vehicles and the balance owed on a third new fire vehicle to be delivered in early 2022, and to appropriate the \$2,200,000 to the Fire Truck account in the Firetruck Fund.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

2. **Topic re: Authorize the Town Manager to extend the option agreement between the Town and the Berlin Housing Authority from an end date of December 31, 2021, to a new end date of June 30, 2022. – Housing Authority/Economic Development**

Housing Authority Chairman Joe Bajorski stated that commitments for the balance of funding for the Senior Housing project and the 4% tax credit application is in play and they are scheduling a meeting with the Department of Housing for December 15<sup>th</sup> to review the application. Financing should be closed by the second quarter of 2022 with ground-breaking on the project to begin shortly after. The Department of Energy and Environmental Protection provided their ground lease documentation today which should assist with the closing process.

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 December 31, 2021, to a new end date of June 30, 2022.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

3. **Topic re: Transfer \$25,140.00, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts. – Finance**

Finance Director Kevin Delaney stated that these minor transfers are meant to align the budget. One adjustment is a result of the reevaluation of the VNA structure with the Mid-Management position assuming the Administration role, therefore a transfer needs to be made between the two accounts. The second adjustment reflects the newly trained VNA staff member taking over the responsibility of coding from the Department Head and again requiring a transfer between the two accounts. The third adjustment is for an increase in costs for plow parts in preparation for the winter season.

Councilor Luddy moved to transfer \$25,140.00, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

4. **Topic re: Authorize the Town Manager to provide a Purchase Order and to subsequently provide funds to purchase three (3) 2022 Ford Transit Connect vans in the amount of Thirty Thousand Seven Hundred and Ten Dollars and Thirty-Six Cents (\$30,710.36) each; totaling**



**the amount of Ninety-Two Thousand One Hundred and Thirty-One Dollars and Eight Cents (\$92,131.08) pursuant to State Contract No: 19PSX0161. - Board of Education**

Director of Operations for Berlin Public Schools Jeffrey Cugno stated that pursuant to the agreement with the New Britain Transportation Company, the Berlin Board of Education and the Town of Berlin provide the approximately 30 vans used for student transport. Each year vans need to be replaced due to excessive mileage and/or need for expensive repairs.

This year the Board of Education is looking to purchase three vans from Gengras Ford using the State of Connecticut contract. The amount requested is within the amount budgeted for such expenditures in the FY 2022 General Fund Budget.

Councilor Luddy moved to authorize the Town Manager to provide a Purchase Order and to subsequently provide funds to purchase three (3) 2022 Ford Transit Connect vans in the amount of Thirty Thousand Seven Hundred and Ten Dollars and Thirty-Six Cents (\$30,710.36) each; totaling the amount of Ninety-Two Thousand One Hundred and Thirty-One Dollars and Eight Cents (\$92,131.08) pursuant to State Contract No: 19PSX0161.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**5. Topic re: Approve the purchase of one mid-size International dump truck with an all-season body, from Nutmeg International of Hartford, CT utilizing Sourcewell Contract # 060920-NVS for a price not to exceed \$166,456.59 and approve the purchase of one "Monroe" snowplow from Equipment Specialist of Hartford CT, for a price not to exceed \$9,258.75. – Municipal Garage**

Fleet Manager Jim Simons stated that this request is for the purchase of one all-season body dump truck and plow hitch, along with the purchase of the snowplow needed to complete the truck.

Councilor Luddy moved to approve the purchase of one mid-size International dump truck with an all-season body, from Nutmeg International of Hartford, CT utilizing Sourcewell Contract # 060920-NVS for a price not to exceed \$166,456.59.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

Councilor Luddy moved to approve the purchase of one "Monroe" snowplow from Equipment Specialist of Hartford CT, for a price not to exceed \$9,258.75.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**6. Topic re: Waive the Town's purchasing requirements and purchase Gasoline from East River Energy of Guilford CT for the remainder of 2021 utilizing a "Differential" as this is in the best interest of the Town. – Municipal Garage**

Fleet Manager Simons stated that the Town has reached its' contracted amount of gasoline purchased with East River Energy and will need to purchase an additional 7,000 to 10,000 gallons for the month of December.

A gasoline bid opening with CCROG is scheduled for December 15, 2021 and Mr. Simons has provided them with the necessary documentation to be included in the bid process.

Mr. Simons would like to finish off the year with East River Energy for this purchase and then he will return to the Town Council after the CRCOG bid opening.

Councilor Luddy moved to waive the Town's purchasing requirements and purchase Gasoline from East River Energy of Guilford CT for the remainder of 2021 utilizing a "Differential" as this is in the best interest of the Town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**7. Topic re: Approve the purchase of MDT (Mobile Data Terminals) from Winslow Technology Group LLC for an amount not to exceed \$45,280.00 using state contract # 13PSX0280-MNWNC-108. – Police Department**

Town Manager Jayawickrema stated that this item is for the replacement of 16 Mobile Data Terminals within police cruisers using the State Contract with Winslow Technology Group LLC.

Councilor Luddy moved to approve the purchase of MDT (Mobile Data Terminals) from Winslow Technology Group LLC for an amount not to exceed \$45,280.00 using state contract # 13PSX0280-MNWNC-108.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**8. Topic re: Adopt the proposed Flag Flying Policy and set an effective date therefor. – Town Manager**

Town Manager Jayawickrema introduced this item by stating that the Ordinance Committee held a Special Meeting regarding the adoption of a Flag Flying Policy for the Town. He added that this came about after requests to fly flags on Town property, and it was determined that a policy needed to be in place to provide guidance for future requests.

The proposed Flag Flying Policy refers only to flying flags of the United States of America, State of Connecticut, and Town of Berlin on Town property. It also provides for flags to be flown on property owned by the Town of Berlin used as a veteran's memorial.



Mayor Kaczynski added that allowing every group the ability to fly flags on Town property is not the best policy and stated that groups have been recognized in the past by proclamation and that will continue.

Councilor Rosso stated that he had been following a Berlin fire truck with a United States flag on the back, along with a flag showing support of the Police Department. He inquired if the second flag “qualifies” under this policy.

Corporation Counsel Donofrio stated that the policy refers to all properties owned or maintained by the Town of Berlin, therefore vehicles would be included in the policy. He added that he does not recommend making exceptions to the policy. Councilor Rosso stated that this may be reason to revisit this policy.

Councilor Urrunaga stated that other towns have created spaces with flag poles that allow the flying of other flags that still require approval of the Town Council.

It was decided that the policy will be reviewed again by the Ordinance Committee.

NO ACTION TAKEN

**9. Topic re: Authorize the Town Manager to waive the bidding requirements, and award the contract to StreetScan®, for an amount not to exceed \$22,762.00, for a comprehensive assessment of Town roadways, as this is in the best interest of the Town. – Public Works**

Director of Public Works Mike Ahern stated that in May of this year StreetScan® gave a presentation to Town Council providing an overview of their road inspection technology. This service provides an objective third party assessment of road conditions. Fees include data collection, data processing, GIS integration and licensing of its StreetLogix Asset Management software program.

Staff obtained a second proposal for similar services from another vendor for a much higher cost.

Councilor Luddy moved to authorize the Town Manager to waive the bidding requirements, and award the contract to StreetScan®, for an amount not to exceed \$22,762.00, for a comprehensive assessment of Town roadways, as this is in the best interest of the Town.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**10. Topic re: Discussion of Contract #2022-03 - Vehicle Wash Bay – Public Building Commission**

Public Works Director Ahern stated that the current vehicle wash bay at the Physical Services Complex is too small for several Town vehicles and is open to the elements.

The Public Building Commission (PBC) along with staff researched what type of facility would be appropriate, finding a fully enclosed touchless system would be the best approach.



Responses to a design-bid request were received in August. The proposals contained several discrepancies so follow up requests on scope and fee were requested from bidders. Based on review of the original bids, design drawings, qualifications, and the additional information provided the PBC recommends awarding the contract to J.A. Rosa Construction, LLC.

However, with approximately \$494,000 currently available in the construction account, the PBC recommends awarding the contract without the automated truck wash system. J.A. Rosa's bid without the automated truck wash is approximately \$780,000 leaving a shortfall of about \$290,000.

The PBC has tasked Mr. Ahern with bringing this information to the Town Council. The proposed building would be a 60' x 24' bay next to the existing garage with electrical, water and gas in place to support a future fully automated wash system. The Highway Department would continue to provide a manual wash system in the building for the time being.

Mr. Ahern provided several funding options for the shortfall for the Council's consideration. Once funding sources are identified and approved by the Town Council, Town Manager and Finance Director the PBC can submit a specific request to award the contract.

Councilor Paonessa stated that keeping vehicles clean does add to the life of the vehicle by preventing corrosion. He inquired about building in an existing flood plain and Mr. Ahern stated that the RFP requires the mechanical equipment be installed above the 100-year flood level and the walls must be built to resist hydrostatic pressure.

Mr. Ahern stated he will work with the Finance Director to investigate funding sources. Councilor Veach suggested also working with Economic Development Coordinator Jim Mahoney regarding funding.

NO ACTION NEEDED

**11. Topic re: Authorize the Town Manager to apply for a \$ 319,000 LoCIP grant for the reroofing and related work at the Grounds, Highway and Water Department buildings at Town Farm Lane, and appropriate the funds into the LoCIP – Grounds, Highway and Water Department Reroofing Project Account pending OPM approval. – Grounds, Highway and Water Departments**

Director of Facilities Doug Solek stated that the roofs at the Grounds, Highway and Water Department Buildings on Town Farm Lane are over 30 years old and no longer cost effective to repair. New 30-year asphalt shingle roofs will be installed along with additional repairs and replacements. The project is eligible for a State of Connecticut LoCip grant.

Councilor Luddy moved to authorize the Town Manager to apply for a \$ 319,000 LoCIP grant for the reroofing and related work at the Grounds, Highway and Water Department buildings at Town Farm Lane, and appropriate the funds into the LoCIP – Grounds, Highway and Water Department Reroofing Project Account pending OPM approval.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**12. Topic re: Refer the construction of a trail to connect the Town Hall complex and Percival Park to the Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes. – Economic Development**

Economic Development Coordinator Jim Mahoney stated that Eagle Scout Caleb Uliasz recently constructed a bridge across a small brook at the rear of the Marjorie Moore Village to help connect the Town Hall complex and Percival Field.

The next step to complete the connection is to construct a trail to link with the bridge on both sides. This trail will be an asset to help connect the two Town properties. The Town Council now needs to refer the construction of this trail to the Planning and Zoning Commission for a report pursuant to section 8-24 review.

Councilor Luddy moved to refer the construction of a trail to connect the Town Hall complex and Percival Park to the Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**13. Topic re: Accept the favorable recommendation of the Planning and Zoning Commission regarding the 8-24 review as per the Connecticut General Statutes for a project to construct an engineered control installation on 889 Farmington Avenue and to coordinate with Newport Realty Group's improvements all as generally shown in the engineered control plan prepared by Loureiro Engineering, and to direct staff to proceed to prepare bid documents for the project. – Economic Development**

Economic Development Coordinator Mahoney stated that an Engineered Control (liner) is to be placed on property located at 889 Farmington Avenue as a remedy for soil contamination. The Town has an agreement to sell the property to Newport Realty Group LLC (Newport) and that agreement provides that Newport will construct its' necessary site improvements below the engineered control before it is installed.

Newport has developed plans for those improvements therefore Loureiro Engineering can now finalize the specifications for the engineered control installation so that bids for the project can be solicited. Prior to this, a section 8-24 referral was made to the Planning and Zoning Commission which unanimously approved a favorable report.

Councilor Luddy moved to accept the favorable recommendation of the Planning and Zoning Commission regarding the 8-24 review as per the Connecticut General Statutes for a project to construct an engineered control installation on 889 Farmington Avenue and to coordinate with Newport Realty Group's improvements all as generally shown in the engineered control plan prepared by Loureiro Engineering, and to direct staff to proceed to prepare bid documents for the project.

Seconded by Councilor Paonessa.



Vote being 7-0 (MOTION CARRIED)

**14. Topic re: Accept the favorable recommendation of the Planning and Zoning Commission regarding the 8-24 review as per the Connecticut General Statutes of a project to construct sidewalks within the Town's Right-of-Way as shown on Sidewalk Projects Town of Berlin map and to direct staff to proceed to prepare bid documents for the project. – Economic Development**

Economic Development Coordinator Mahoney stated that the Town was awarded a State of Connecticut Small Town Economic Assistance Program grant and a Community Connectivity Grant to fund construction of sidewalks to connect more parts of the Town by way of continuous sidewalk routes.

The Town Council referred the matter of constructing sidewalks within the Town's Right-of-Way to the Planning and Zoning Commission for a section 8-24 review. The Planning and Zoning Commission voted unanimously to forward a favorable recommendation to the Town Council.

Councilor Luddy moved to accept the favorable recommendation of the Planning and Zoning Commission regarding the 8-24 review as per the Connecticut General Statutes of a project to construct sidewalks within the Town's Right-of-Way as shown on Sidewalk Projects Town of Berlin map and to direct staff to proceed to prepare bid documents for the project.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**15. Topic re: Authorize staff to submit a letter of intent to apply for a Community Challenge Grant for projects in the vicinity of the Berlin Train Station subject to the condition that staff report back to the Town Council regarding the project scope and match at its January 4, 2022, meeting. – Economic Development**

Economic Development Coordinator Mahoney explained that the Community Challenge Grant is a new program designed to revitalize communities by offering \$100 million State grants awarded in two rounds with the first-round application due by January 14, 2022 which requires a letter of intent to apply be submitted by December 3, 2022.

Ideas for the project have been considered with improvements to the Transit-Oriented Development area and the center of town being the best shot for receiving these grant funds. Given the parameters of the grant program, staff has developed a concept for a grant application that would involve development by Newport Realty Group of 10 additional housing units at Newport Center at 848 Farmington Avenue, improvement of access and trails at the rear of 848 Farmington Avenue, improvements of the .29 acre Town owned parcel at the northeast corner of Steele Boulevard as a Town park, and the creation of a pedestrian connection from Farmington Avenue and Steel Boulevard to Old Brickyard Lane.

The grant does require a 50% match be provided by local or private sources. Staff will report back to the Town Council at its January 4, 2022 meeting to provide information on the final scope of the grant application and to request approval of local matching funds.



Councilor Luddy moved to authorize staff to submit a letter of intent to apply for a Community Challenge Grant for projects in the vicinity of the Berlin Train Station subject to the condition that staff report back to the Town Council regarding the project scope and match at its January 4, 2022, meeting.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

- 16. Topic re: Establish and appoint a seven (7) member advisory committee, consisting of the following individuals, Amy Balko, Christopher Coppola, Robert R. Dombrowski, Ann Gamelin, George Millerd, Tracy Shipman, and Tracy Sisti, to be known as the “Affordable Housing Plan Advisory Committee” for the purpose of working with Town staff and the consultant to advise on and engage the public in the process of preparing a draft Affordable Housing Plan for the Town of Berlin in compliance with Connecticut General Statutes § 8-30j, which draft Plan will be presented to the Town Council on or before May 1, 2022, for its review and approval, with any amendments it deems necessary. The Committee shall meet as required to fulfill its purpose and shall issue monthly status reports to the Town Council to update the Council on the work of the Committee. At its first meeting, the Committee shall elect a Chair, Vice Chair, and Secretary of the Committee. Town employees will attend the meetings of the Committee as available to offer their input and support of the work of the Committee based upon their specialized knowledge but will not be voting members of the Committee. – Economic Development**

Town Manager Jayawickrema stated that at a previous Town Council meeting a presentation of the Affordable Housing Plan in compliance with Connecticut General Statutes § 8-30j was given. The Plan requires towns submit an Affordable Housing Plan by June 1, 2022 and every five years thereafter. It was also recommended that towns create an Affordable Housing Plan Advisory Committee, and after discussion with Atty. Jennifer Coppola and Economic Development Coordinator Jim Mahoney a list of names was given to Mayor Kaczynski and Councilor Urrunaga for review.

Attorney Coppola added that the adoption of the Plan itself will be done by the Town Council, therefore the Advisory Committee will report their findings to the Town Council.

Mayor Kaczynski thanked the seven members for agreeing to become a part of this committee and stated they will be working with Atty. Coppola and a consultant. Atty. Coppola stated that once the committee is established, they will determine the frequency of their meetings. The survey that will be sent out is being finalized and the organizational meeting in December will start the conversation about what affordable housing means to the Town.

Councilor Urrunaga urged residents to attend or view meetings online to become part of the conversation of affordable housing, and to complete the survey they will be receiving.

Councilor Luddy moved to establish and appoint a seven (7) member advisory committee, consisting of the following individuals, Amy Balko, Christopher Coppola, Robert R. Dombrowski, Ann Gamelin, George Millerd, Tracy Shipman, and Tracy Sisti, to be known as the “Affordable Housing Plan Advisory Committee” for the purpose of working with Town staff and the consultant to advise

on and engage the public in the process of preparing a draft Affordable Housing Plan for the Town of Berlin in compliance with Connecticut General Statutes § 8-30j, which draft Plan will be presented to the Town Council on or before May 1, 2022, for its review and approval, with any amendments it deems necessary. The Committee shall meet as required to fulfill its purpose and shall issue monthly status reports to the Town Council to update the Council on the work of the Committee. At its first meeting, the Committee shall elect a Chair, Vice Chair, and Secretary of the Committee. Town employees will attend the meetings of the Committee as available to offer their input and support of the work of the Committee based upon their specialized knowledge but will not be voting members of the Committee.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**17. Topic re: Transfer \$2,000 from Professional Personnel to Department Head, both in the Police Department General Fund budget, to pay the Police Chief for the period November 1, 2021, through November 4, 2021, noon. – Town Manager**

Town Manager Jayawickrema stated that the new Police Chief's first day was scheduled for November 1, 2021 but due to a delay in processing certain required paperwork he could not be sworn in until noon on November 4, 2021 and Deputy Chief Ciuci continued to perform his duties as Acting Chief until that time.

Since the current budget does not have an appropriation to pay two chiefs at the same time, approval is required to pay two employees from the Department Head budget line from November 1, 2021 through noon of November 4, 2021.

Councilor Luddy moved to transfer \$2,000 from Professional Personnel to Department Head, both in the Police Department General Fund budget, to pay the Police Chief for the period November 1, 2021, through November 4, 2021, noon.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**18. Topic re: Appointment of Town Council members to Sub-Committees**

Standing Committees:

Ordinance Committee (3-5 members)

Rules and Procedures Committee (2-3 members)

Audit Committee (1-2 members)

Other Committees:

Physical Services Committee (1-3 members)



Committee to Oversee the “Robert Wolf Incentive Plan” (1-2 members)

Connecticut Conference of Municipalities (1 member)

Central Connecticut Health District Committee (1 member)

Technology Committee (1-3 members)

Playing Fields Committee (2-4 members)

Plan of Development Committee (1 member)

Fire Strategic Committee (1-2 members)

Community Conversations (1-2 members)

Manager’s Evaluation (1 member)

Meeting House (1 member)

Mattabessett Watershed (1 member)

Calendar (1 member)

Appointments to Sub-Committees will be made at the December 14, 2021 meeting.

## **I. APPOINTMENTS:**

1. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2023. Can only be filled with an R or U.
2. **Cemetery Committee – Alternate – Vacancy** -Term would be until January 31, 2027. Can be filled with a D, R or U.
3. **Commission for Persons with Disabilities – Vacancy** -Term would be until January 31, 2022. Can be filled with a D, R or U.
4. **Conservation Commission – Vacancy** -Term would be until January 31, 2024. Can be filled with a D, R or U.
5. **Constables – 5 Vacancies** -Terms would be until December 2023. Can be filled with D, R, or U.
6. **Historic District Commission – Vacancy** -Terms would be until January 31, 2023. Can be filled with D, R, or U.



7. **Inland Wetlands & Water Courses Commission – Alternate – Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
8. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would expire on June 30, 2021 and June 30, 2023. Can be filled with a D, R or U. There are only two members from Berlin for this board.
9. **Public Building – Vacancy** -Term would be until January 31, 2023. Can be filled with a D, R or U.
10. **VNA – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.
11. **Water Control Commission – Alternate – Vacancy** -New term would be until January 31, 2026. Can only be filled with a D or U.
12. **Youth Services Advisory Board – Service Consumer- Vacancy** – New term would be until January 31, 2024.
13. **Zoning Board of Appeals – 2 Vacancies** – New terms would be until January 31, 2023 and January 31, 2026. Can be filled with D, R, or U.

**J. TOWN MANAGER’S REPORT:**

- Timberlin Golf Course – Three responses to the RFP for the Golf Course were received. Fiscal Year 2023 budgeting is under way for Timberlin which will determine actual figures for maintenance which will then allow for comparisons to the RFPs received.
- VNA – Simitree was hired to review the VNA and propose recommendations. They provided a comprehensive report which includes recommendations for operations and efficiencies. The Town Manager is in the process of working with VNA Administrator Barbara Vujs and Finance Director Kevin Delaney to review the report and map out a plan to incorporate some of those recommendations. The goal is to increase the census and reduce the deficit.
- Berlin High School Ductwork – The work is moving along and should be completed by the end of this year. The Finance Director is working with Gilbane Construction to close out the construction project.
- Berlin High School LED project – Controls and lighting fixtures are being installed as part of the Eversource Incentive program. After two years this will result in over \$100,000 in savings per year.

**K. SPECIAL COMMITTEE REPORTS:**

- Calendar Committee – Councilor Luddy distributed the 2022 Town Council meeting calendar and thanked Town Clerk Kate Wall for her assistance.
- Community Senior Center Advisory Committee – Councilor Luddy stated that there will be a meeting of the Committee on Thursday and a walk-through of the Branford Community Center is tomorrow.

**L. COUNCILORS' COMMUNICATION:**

Councilor Urrunaga thanked the Fire Departments for their assistance with the Kensington Tree Lighting.

**M. ACCEPTANCE OF MINUTES:**

**October 19, 2021 & November 16, 2021**

Councilor Luddy moved to accept the October 19, 2021 Town Council Minutes.

Seconded by Councilor Paonessa.

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

Abstain: Councilor Fazzino

Vote being 6-0-1 (MOTION CARRIED)

Councilor Luddy moved to accept the November 16, 2021 Town Council Minutes.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

## **N. EXECUTIVE SESSION:**

**1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Assa Abloy Tax Appeal**

Councilor Luddy moved to go into Executive Session: Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Assa Abloy Tax Appeal at 9:27 p.m. Invited in: Town Manager Jayawickrema, Corporation Counsel Donofrio.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

Executive Session ended at 9:46 p.m.

**Item following Executive Session:**

**Discussion and action on proposed settlement of real property tax appeal by Assa Abloy concerning 225 Episcopal Road. – Corporation Counsel**

Corporation Counsel stated that the October 1, 2018 value will be \$23 million.

Councilor Luddy moved to authorize the Town Manager and Corporation Counsel to move forward with the proposed settlement of \$23 million from the October 1, 2018 assessment for the Assa Abloy property at 225 Episcopal Road.

Seconded by Councilor Paonessa.

Vote being 7-0 (MOTION CARRIED)

**O. ADJOURNMENT:**

Councilor Luddy moved to adjourn at 9:48 p.m.

Seconded by Councilor Rosso.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting