# Agenda Item No. \_\_\_\_\_\_\_ Request for Town Council Action

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

August 29, 2022

**SUBJECT:** 

**Update on Ordinance to Regulate Short Term Rentals** 

### **Summary of Agenda Item:**

The Ordinance Committee last met on June 20, 2022. The purpose of the meeting was to discuss the potential content for an ordinance to regulate short term rental use.

The Council may recall that prior to the Committee meeting there had been an incident involving an event at a residential home which drew hundreds of attendees. The streets next to the residence were filled with cars creating a safety hazard. In addition to the high volume of traffic the music at the event created a significant noise disturbance.

The Committee discussed specific language to be included in an ordinance and directed that counsel and I meet with Town officials to discuss the matter to obtain their input as potential provisions of the ordinance would require administrative oversight and the implementation of new procedures.

A meeting was held with Police Chief McNally, Town Planner Giusti, Building Official Van Linter, and Sanitarian Vecchitto. We discussed at length the subject incident and the Town's response to same and the extensive administrative oversight the potential ordinance provisions would require. Based upon that discussion, it is the recommendation of the aforementioned Town officials and myself that the Council does not pursue passage of an ordinance addressing short term rentals at this time. The incident appears to have been isolated in nature and there are other enforcement mechanisms available to address the Council's and residents' concerns should a similar event occur in the future.

#### **Action Needed:**

None

#### **Attachments:**

None.

Prepared By: Arosha Jayawickrema, Town Manager



TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

August 23, 2022

**SUBJECT:** 

Update on Percival Soccer Field

## **SUMMARY:**

The Town of Berlin has recently been working with Linden Landscaping planning and designing the renovation of Percival Soccer Field. As the committee of town staff and consultants from Linden discussed the field needs and the plans for renovation, it was decided that due to a number of reasons, the construction aspect of the job would be pushed back to late summer 2023.

Attached to this document is the Feasibility Study that was put together by Linden Landscaping. When discussing the schedule of this job, it was deemed more beneficial to push the project off to 2023, and going out to bid in January. This will allow for more flexibility with construction companies to fit it into their schedule by planning it early on. This will also allow ample lead-time for any construction materials or equipment that may be back ordered or delay due to Covid.

As you can see in the attached Feasibility Study, moving the project to 2023 also gives us the opportunity to utilize the soil from the Berlin High School Biscoglio Field project and repurpose that soil at Percival Soccer Field. This will be a savings of about \$45,000.

In making this decision, it was discussed with the President of Berlin Youth Soccer, the primary user of the field, as well as the Parks and Recreation Commission and all were in support of moving the project to late summer of 2023.

Currently, the Town has an uncommitted appropriated balance of \$193,774 in the Percival Soccer Field project account. To close the gap between the estimated cost and the current funding level, Finance recommends appropriating \$250,000 of General Fund Unassigned Fund Balance. This strategy is consistent with the goal of avoiding additional borrowing. If the Council agrees with this funding strategy, the motion for the non-budgeted appropriation will be added to an upcoming Town Council agenda.

## **ACTION NEEDED:**

No action needed.

### **ATTACHMENTS:**

Feasibility Study

## PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services Steven T. Wood, Superintendent of Parks and Grounds Department

## LINDEN LANDSCAPE ARCHITECTS, LLC Site Planning Athletic Facilities

Site Planning
39 Parkview Drive
Wethersfield, CT 06109
860-899-9556
www.llact.com



PERCIVAL SOCCER FIELD RENOVATIONS Feasibility Study Berlin, CT August 8, 2022

#### INTRODUCTION

Linden Landscape Architects, LLC has conducted a feasibility study for renovations of the soccer field at Percival Field located in Berlin, Connecticut. The purpose of this study is to evaluate existing conditions, recommended improvements and associated construction cost estimates to provide upgrades that include:

- A renovated soccer field
- Earthwork re-grading & stormwater drainage
- Subsoil screening & sand amendments to promote infiltration
- New topsoil layer and athletic field sod
- Paved accessible walkway/access drive replacing the existing stone path to the parking lot
- Irrigation upgrades

The study was completed based on visual observations, soil evaluation and sampling. A survey was provided by the Town which was used for site analysis of existing grades, desired layouts, drainage systems and scaled quantity take-offs.

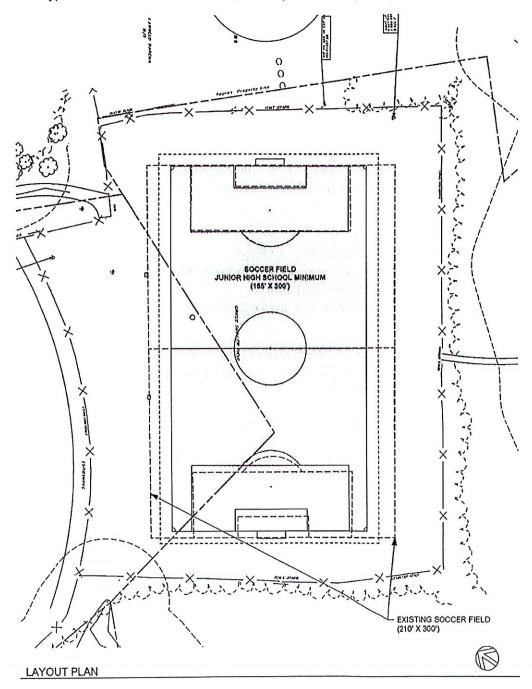
If the project moves forward into construction documents for bidding and construction, more detailed estimates will be prepared. Detailed design plans and specifications for a public bid package will be provided and any regulatory approvals and permitting be completed.

#### Appendix includes:

- Estimated Construction Costs
- Test Pit Results
- WMC 2021 Auger Results

#### **EXISTING CONDITIONS**

The existing soccer field located east of the baseball field, south of Georgini Drive cul-de-sac. The field is oriented in an east-northeast/west-southwest orientation. It is on the downhill side of the adjacent baseball field outfield embankment. The playing field, as currently lined, measures 15 yards wider than a typical US Junior Soccer field size at 70 yards wide by 100 yards long (210' X 300').



#### **EXISTING CONDITIONS (cont'd.)**

The soccer field is crowned providing surface run-off to the east and west. The grass playing surface is in generally good condition but requires extensive irrigation to prevent burn-out from drying conditions. Water currently does not infiltrate well into the topsoil and subsurface soil layers. The compacted underlying soil layers and the high crown are preventing the field from naturally retaining water, therefore increasing irrigation requirements.



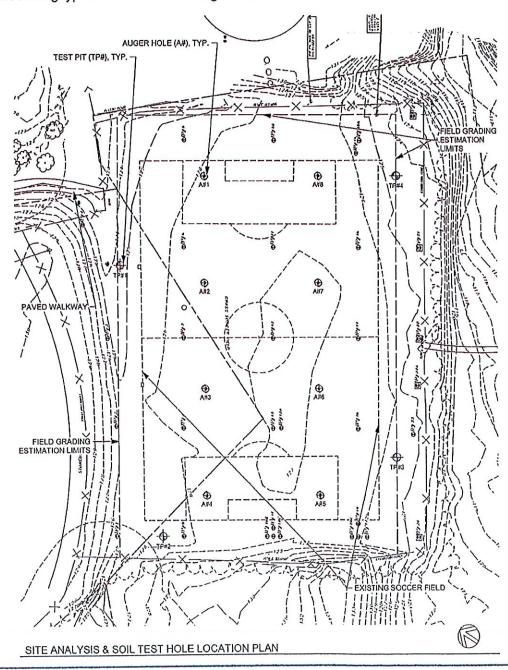
The field drains east into the downhill wetlands and west into a swale along the baseball field embankment. The swale eventually drains into a culvert pipe outside the fence at the west corner of the field and outlets to the north wetland area behind the batting cages/parking lot. Because of the excessive stormwater surface run-off, portions of the field near the swale and into the swale cannot adequately drain water. This creates water ponding, over saturated surfaces and some damages to the field.





### SITE ANALYSIS & RECOMMENDED IMPROVEMENTS

Conceptual plans and a site model of the existing topography were created to analyze grading, drainage and subsurface soils. Soil sampling was taken at the site and on-site soil evaluations were observed. The town excavated 4 test pits outside the field limits and 8 auger holes within the playing field limits (see plan for locations below). Independent Materials Testing Laboratories, Inc. (IMTL) was retained to test the subsurface soil layers at the test pit locations. LLA identified the subsoils within the auger holes using typical USDA soil texturing methods.



## SITE ANALYSIS & RECOMMENDED IMPROVEMENTS (cont'd.)

The area to be completely renovated is approximately 100,000 square feet. Extents noted on the plan are from fence-to-fence north / south and from the bottom of the slope from the baseball field to within 20 feet of the eastern fence.

Based on the soil gradations and sieve analysis testing reports (attached), the subsoils are overly compacted. The soils typically are a mixture of very fine silt/clay, fine to coarse sand, gravelly with some cobbles. The gradation passing percentages are typical of a very compacted subbase with excessive silt. The topsoil layer is 2"-3" at best and will require new additional material to be hauled in.

It is recommended to improve the subsurface soil layers with some modifications to bring the field back to acceptable working conditions. Excavation and screening of the subsoil to a depth of at least 18 inches can remove the gravel and cobbles greater than 2 inches. A sand base amendment of the screened soil can then be done to offset the gradation passing numbers of very fine soils to a more sandy, well-draining, subbase.

The amended subsoil can be placed back into the site with proper compaction typical of a natural grass athletic soccer field. Grading of the subbase layer and new topsoil layer with a crown is recommended, based on existing site conditions. Finish grades will be required to maintain playable slopes typical for soccer on a natural grass surface.

Stormwater drainage is recommended within the swale east/north of the field and at the base of the baseball field embankment. This would relieve any excessive run-off or high-water situations. Underdrainage and subsurface piping can be used to convey stormwater run-off from the soccer field and embankment to the existing outlet located north behind the batting cages.

Athletic field construction is governed by the weather, both rain and proper season for establishing turf. The best time of year to establish new grass is Fall. New sod grows better in the warm day / cool night climate and uses less water. If established in the Spring, a hot dry summer will slow growth. If the earthwork operations of grading the field properly is done in the summer and complete by mid-August that would be ideal for good turf establishment by seeding. With irrigation present, sod can be installed at any time.

A paved walk / access drive will be provided from the parking lot up to the gated access into the field. This will enhance maintenance and emergency access while also providing a compliant ADA accessible route to the soccer field playing area.

Since the irrigation system will need to be removed for grading operations, the recommendation is to completely replace the entire system (main line, valves, laterals, heads) with a totally new system. Trying to reuse some of the existing system and adding new runs to risk of compatibility and other failures for very little cost savings.

#### **SUMMARY & NEXT PHASE**

As the Percival Soccer Field Renovation moves to the next phase, Final Design & Construction Documents for Bidding, the following recommendations should be considered for inclusion:

- Bid documents should be prepared this Fall and ready for bidding in early 2023. These same
  documents will be used for Wetlands Commission approvals and presentations to any other Town
  boards, commissions or public outreach.
- Optimal bid period is early in a calendar year when contractors are looking for new work. Bids are
  most competitive at this time, mid-January and February. Documents should be written to include
  the specific time frame for construction, mid-August through early October.
- Work negotiated in tandem with the 2023 high school synthetic turf project will re-use the existing topsoil being removed to meet the additional topsoil requirements for this project. If the Percival Soccer Field Renovation is delayed a year, it would save the Town approximately \$80,000 \$85,000 by not having to purchase new topsoil for Percival and pay for disposal of the excess high school topsoil. The topsoil can be delivered and stockpiled next June at the north end of the field and fenced off so the remaining portion of the field will be available for summer camp. Percival construction would begin at end of camp in mid-August.
- Sod is recommended so field would be available for use the following Spring, rather than taken offline for an entire year while seed grows in. Sod is approximately \$95,000 versus \$35,000 for seeding.
- A new water line service feed, tap and meter from the existing fire hydrant located on Georgini
  drive would substantially reduce irrigation costs. Water usage fees would be water only as
  opposed to water and sewer. The baseball field could be added at a later date for further savings.
- The Construction Documents should include requirements for testing of the amended existing soils
  prior to it being respread and graded. Unit pricing for additional amendments, if necessary, based
  on testing, can be included as a unit cost. An allowance can be included for use at the unit price.
- Earthwork and regrading operations will have specific technical requirements for elevation tolerances and compaction of various layers. A testing agency should be utilized to perform onsite testing during construction.

## **Estimated Construction Costs**

PERCIVAL SOCCER FIELD HIGHLAND AVENUE BERLIN, CONNECTICUT FEASIBILITY STUDY JOB NO:

2210

DATE OF ESTIMATE:

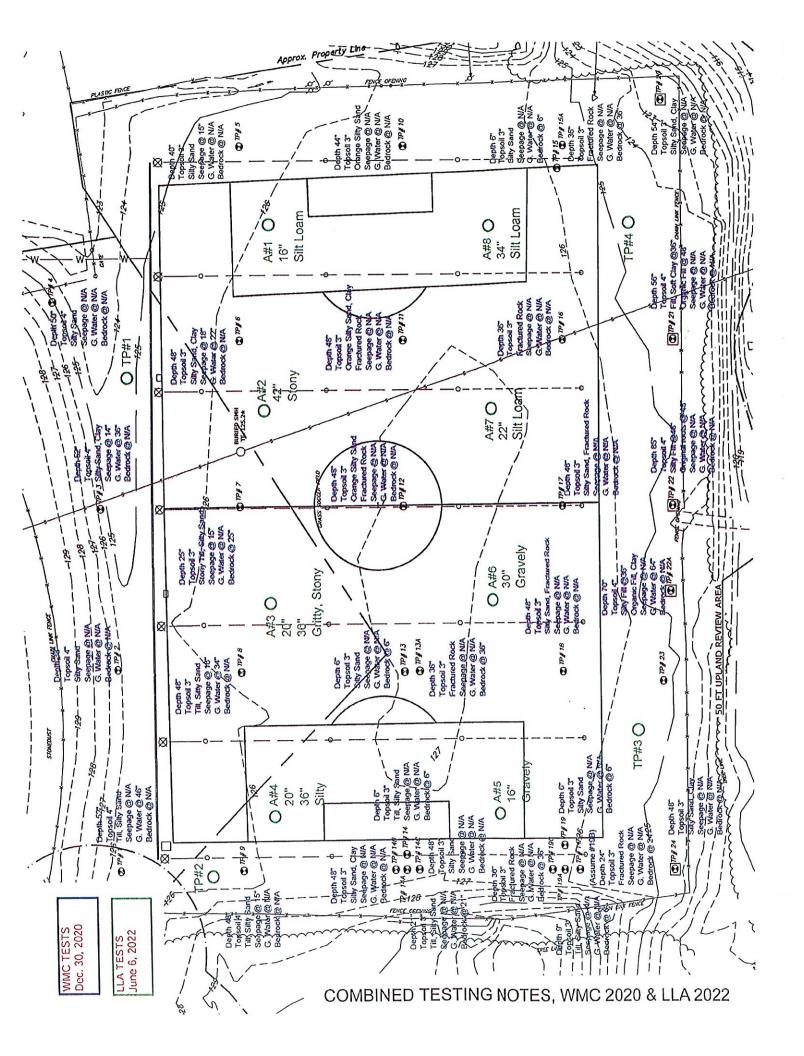
06/28/2022

DATE OF PLAN: 06/27/2022

| <b>ESTIMATED SITEWORK</b> | CONSTRUCTION COSTS |
|---------------------------|--------------------|
|---------------------------|--------------------|

#### SCHEMATIC DESIGN

| DIVIDION 04              | ITEM                                    | UNIT     | QUANTITY         | UNIT COST   | AMOUNT    |
|--------------------------|---|----------|------------------|-------------|-----------|
| DIVISION 31<br>EARTHWORK | I EWI                                   | Oitti    | Q. 0. 1. 1. 1. 1 |             |           |
| Section 31 20 00         | Grading                                 | CY       | 5,173            | \$20.50     | \$106,037 |
| Section 31 20 00         | Haul Out Excess / Screen, Spread, Reuse | CY       | 5,173            | \$10.00     | \$51,725  |
| Section 31 20 00         | Haul In and Place Topsoil               | CY       | 1,724            | \$0.00      | \$0.00    |
| Section 31 20 00         | Sand Base / Amendment                   | CY       | 575              | \$75.00     | \$43,102  |
|                          |   |          |                  | SUBTOTAL    | \$200,864 |
| DIVISION 32              | ITEM                                    | UNIT     | QUANTITY         | UNIT COST   | AMOUNT    |
| EXTERIOR IMPROVE         |   |          |                  |             |           |
| Section 32 12 16         | Bit. Concrete Walk Pavement             | SF       | 2,174            | \$6.00      | \$13,046  |
| Section 32 84 00         | Irrigation System (per Field)           | EA       | 1                | \$25,000.00 | \$25,000  |
| Section 32 91 15         | Fine Grade and Sod                      | SF       | 95,082           | \$1.00      | \$95,082  |
| 0000011020110            | , • • • • • • • • • • • • • • • • •     |          |                  | SUBTOTAL    | \$133,128 |
| DIVISION 33              | ITEM                                    | UNIT     | QUANTITY         | UNIT COST   | AMOUNT    |
| STORM DRAINAGE           | 11 - 111                                |          |                  |             |           |
| Section 33 40 00         | Lawn Inlet (LI)                         | EA       | 2                | \$1300.00   | \$2,600   |
| Section 33 40 00         | Flared End Section                      | EA       | 1                | \$750.00    | \$750     |
| Section 33 40 00         | Cleanout                                | EA       | 1                | \$500.00    | \$500     |
| Section 33 40 00         | 6" PVC Perforated                       | LF       | 252              | \$20.00     | \$5,045   |
| Section 33 40 00         | 12" CPEP N12 Smooth Wall Interior       | LF       | 142              | \$38.00     | \$5,400   |
| 3900011034000            |   |          |                  | SUBTOTAL    | \$14,295  |
| WATER DISTRIBUTION       | NC                                      |          |                  |             | ** ***    |
| Section 33 12 00         | Tap and Valve                           | EA       | 1                | \$2,000.00  | \$2,000   |
| Section 33 12 00         | Meter Pit and Meter                     | EA       | 1                | \$6,500.00  | \$6,500   |
| Section 33 12 00         | 4" Service Line                         | LF       | 173              | \$25.00     | \$4,335   |
|                          |   |          |                  | SUBTOTAL    | \$12,835  |
|                          |   |          |                  |             | 2004 400  |
|                          |   | SUBTOT   |                  |             | \$361,122 |
|                          |   |          | Conditions (5%)  |             | \$18,056  |
|                          |   | Continge | ncy (15%)        |             | \$54,168  |
|                          |   | TOTAL    |                  |             | \$433,347 |





GRADATION ASTM D-422; WET WASH ASTM D-1140 METHOD A

PROJECT:

PERCIVAL PARK SOCCER FIELD - BERLIN, CT

CLIENT:

LINDEN LANDSCAPE ARCHITECTS

LAB NO.:

40449

USE:

CLIENT INFO

SPEC A:

NOT AVAILABLE\*

PROJECT NO.:

REPORT NO.:

REPORT NO

DATE:

SOURCE:

SAMPLED BY:

3Y:

S. ROBERTS IN SITU, TEST HOLE 1 B

5499

001

06/17/2022

E

EST. PARTICLE SHAPE/HARDNESS:

ANGULAR/HARD

**GRADATION RESULTS** SPEC A % PASS SIEVE# 100.0 (3-1/2")90 mm 95.1 (3")75 mm (2-1/2")95.1 63 mm 89.9 (2")50 mm (1-1/2")85.2 37.5 mm 78.1 (1")25 mm 73.4 (3/4")19 mm 66.4 (1/2")12.5 mm 62.1 (3/8")9.5 mm (1/4")55.2 6.3 mm 51.1 4.75 mm (#4)32.2 (#10)2.0 mm 21.8 (#40)425 µm 14.2 (#100)150 µm 10.9 (#200)75 µm SPEC A: \* COMPLIED WITH: ...AS PER GRADATION ABOVE

SOIL DESCRIPTION:

RED/BROWN GRAVEL AND SAND; LITTLE FINES

\*REQUIRES ENGINEER'S APPROVAL

REVIEWED BY:

pe: Tom Linden, Linden Laudscape Architects

km

Independent Materials Testing Laboratories, Inc. 57 N. Washington St., P.O. Box 745, Plainville, CT 06062

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GRADATION ASTM D-422; WET WASH ASTM D-1140 METHOD A

PROJECT:

PERCIVAL PARK SOCCER FIELD - BERLIN, CT

LINDEN LANDSCAPE ARCHITECTS

PROJECT NO.:

5499

CLIENT:

10150

REPORT NO.:

002

LAB NO.:

40450

DATE:

06/17/2022

USE: SPEC A: CLIENT INFO
NOT AVAILABLE\*

SAMPLED BY: SOURCE: S. ROBERTS IN SITU, TEST HOLE 1 C

EST. PARTICLE

SHAPE/HARDNESS:

ANGULAR/HARD

|                |          | GRADATION RESULTS |           |
|----------------|----------|-------------------|-----------|
| SIEV           | E#       | % PASS            | SPEC A    |
| 37.5 mm        | (1-1/2") | 100.0             |           |
| 25 mm          | (1")     | 99.1              |           |
| 19 mm          | (3/4")   | 98.8              |           |
| 12,5 mm        | (1/2")   | 98.1              |           |
| 9.5 mm         | (3/8")   | 97.6              |           |
| 6.3 mm         | (1/4")   | 96.7              |           |
| 4.75 mm        | (#4)     | 95.9              |           |
| 2.0 mm         | (#10)    | 92.9              |           |
| 425 μm         | (#40)    | 84.3              |           |
| 150 μm         | (#100)   | 65.4              |           |
| 75 µm          | (#200)   | 54.7              |           |
| COMPLIED WITH: |          |                   | SPEC A: * |

SOIL DESCRIPTION:

RED/BROWN FINES AND SAND; TRACE GRAVEL

REVIEWED BY:

pc: Tom Linden, Linden Ladscape Architects

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<sup>\*</sup>REQUIRES ENGINEER'S APPROVAL



GRADATION ASTM D-422; WET WASH ASTM D-1140 METHOD A

PROJECT:

PERCIVAL PARK SOCCER FIELD - BERLIN, CT

CLIENT:

LINDEN LANDSCAPE ARCHITECTS

LAB NO .:

40451

USE:

**CLIENT INFO** 

SPEC A:

**NOT AVAILABLE\*** 

PROJECT NO .:

REPORT NO .:

DATE:

SOURCE:

SAMPLED BY:

S. ROBERTS IN SITU, TEST HOLE 2 B

EST. PARTICLE

SHAPE/HARDNESS:

ANGULAR/HARD

5499

003

06/17/2022

|                               |          | GRADATION RESULTS |           |
|-------------------------------|----------|-------------------|-----------|
| SIEV                          | E#       | % PASS            | SPEC A    |
| 50 mm                         | (2")     | 100.0             |           |
| 37.5 mm                       | (1-1/2") | 99.1              |           |
| 25 mm                         | (1")     | 99.1              |           |
| 19 mm                         | (3/4")   | 98.2              |           |
| 12.5 mm                       | (1/2")   | 96.3              |           |
| 9.5 mm                        | (3/8")   | 95.4              |           |
| 6.3 mm                        | (1/4")   | 93.9              |           |
| 4.75 mm                       | (#4)     | 92.8              |           |
| 2.0 mm                        | (#10)    | 88.9              |           |
| 425 μm                        | (#40)    | 79.9              |           |
| 150 μm                        | (#100)   | 65.4              |           |
| 75 μm                         | (#200)   | 55.7              |           |
| COMPLIED WITH:                |          |                   | SPEC A: * |
| COMPLIED WITH:AS PER GRADATIO | ON ABOVE |                   | SPEC A: * |

SOIL DESCRIPTION:

RED/BROWN FINES AND SAND; LITTLE GRAVEL

\*REQUIRES ENGINEER'S APPROVAL

REVIEWED BY:

pc: Tom Linden, Linden Landscape Architects

km

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GRADATION ASTM D-422; WET WASH ASTM D-1140 METHOD A

PROJECT:

PERCIVAL PARK SOCCER FIELD - BERLIN, CT

CLIENT:

LINDEN LANDSCAPE ARCHITECTS

PROJECT NO.: REPORT NO.:

5499 004

LAB NO.:

40452

DATE:

06/17/2022

USE:

CLIENT INFO

SAMPLED BY:

S. ROBERTS

SPEC A:

**NOT AVAILABLE\*** 

SOURCE:

IN SITU, TEST HOLE 3 B

EST. PARTICLE

SHAPE/HARDNESS:

ANGULAR/HARD

#### **GRADATION RESULTS**

| SIEV           | E#        | % PASS | SPEC A    |
|----------------|-----------|--------|-----------|
| 75 mm          | (3")      | 100.0  |           |
| 63 mm          | (2-1/2'') | 94.5   |           |
| 50 mm          | (2")      | 89.3   |           |
| 37.5 mm        | (1-1/2")  | 84.8   |           |
| 25 mm          | (1")      | 78.5   |           |
| 19 mm          | (3/4")    | 76.6   |           |
| 12.5 mm        | (1/2")    | 74.4   |           |
| 9,5 mm         | (3/8")    | 72.7   |           |
| 6.3 mm         | (1/4")    | 70.3   |           |
| 4.75 mm        | (#4)      | 68.7   |           |
| 2.0 mm         | (#10)     | 64.1   |           |
| 425 μm         | (#40)     | 54.9   |           |
| 150 μm         | (#100)    | 37.8   |           |
| 75 μm          | (#200)    | 31.1   |           |
| COMPLIED WITH: |           |        | SPEC A: * |
|                | LIDOIM    |        |           |

... AS PER GRADATION ABOVE

SOIL DESCRIPTION: RED/BROWN SAND; SOME GRAVEL; SOME FINES

\*REQUIRES ENGINEER'S APPROVAL

REVIEWED BY:

pc: Tom Linden, Linden Landscape Architects

km

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GRADATION ASTM D-422; WET WASH ASTM D-1140 METHOD A

PROJECT:

PERCIVAL PARK SOCCER FIELD - BERLIN, CT

CLIENT:

LINDEN LANDSCAPE ARCHITECTS

LAB NO .:

40453

CLIENT INFO

USE: SPEC A:

**NOT AVAILABLE\*** 

PROJECT NO .:

REPORT NO .:

DATE:

SAMPLED BY:

SOURCE:

IN SITU, TEST HOLE 3 C

EST. PARTICLE

SHAPE/HARDNESS:

ANGULAR/HARD

5499

005

06/17/2022

S. ROBERTS

|                  |          | GRADATION RESULTS |           |
|------------------|----------|-------------------|-----------|
| SIEVE#           |          | % PASS            | SPEC A    |
| 75 mm            | (3")     | 100.0             |           |
| 63 mm            | (2-1/2") | 89.3              |           |
| 50 mm            | (2")     | 86.2              |           |
| 37.5 mm          | (1-1/2") | 79.4              |           |
| 25 mm            | (1")     | 74.5              |           |
| 19 mm            | (3/4")   | 72.7              |           |
| 12.5 mm          | (1/2")   | 69.0              |           |
| 9.5 mm           | (3/8")   | 67.1              |           |
| 6.3 mm           | (1/4")   | 63.5              |           |
| 4.75 mm          | (#4)     | 61.2              |           |
| 2.0 mm           | (#10)    | 54.3              |           |
| 425 μm           | (#40)    | 41.6              |           |
| 150 μm           | (#100)   | 28.4              |           |
| 75 μm            | (#200)   | 22.1              |           |
| COMPLIED WITH:   |          |                   | SPEC A: * |
| AS PER GRADATION | N ABOVE  |                   |           |

SOIL DESCRIPTION:

RED/BROWN SAND AND GRAVEL; SOME FINES

\*REQUIRES ENGINEER'S APPROVAL

REVIEWED BY:

pc: Tom Linden, Linden Laudscare Architects

km



GRADATION ASTM D-422; WET WASH ASTM D-1140 METHOD A

PROJECT:

PERCIVAL PARK SOCCER FIELD - BERLIN, CT

CLIENT:

LINDEN LANDSCAPE ARCHITECTS

LAB NO .:

40454

USE: SPEC A: CLIENT INFO

**NOT AVAILABLE\*** 

PROJECT NO .:

REPORT NO .:

DATE:

SOURCE:

06/17/2022

SAMPLED BY:

S. ROBERTS IN SITU, TEST HOLE 4 B

5499

006

EST. PARTICLE

SHAPE/HARDNESS:

ANGULAR/HARD

|                |          | GRADATION RESULTS |           |
|----------------|----------|-------------------|-----------|
| SIE            | VE#      | % PASS            | SPEC A    |
| 50 mm          | (2")     | 100.0             |           |
| 37.5 mm        | (1-1/2") | 99.9              |           |
| 25 mm          | (1")     | 87.9              |           |
| 19 mm          | (3/4")   | 82.6              |           |
| 12.5 mm        | (1/2")   | 77.9              |           |
| 9.5 mm         | (3/8")   | 74.9              |           |
| 6.3 mm         | (1/4")   | 70.6              |           |
| 4.75 mm        | (#4)     | 67.7              |           |
| 2.0 mm         | (#10)    | 59.7              |           |
| 425 μm         | (#40)    | 47.3              |           |
| 150 μm         | (#100)   | 34.5              |           |
| 75 μm          | (#200)   | 27.6              |           |
| COMPLIED WITH: |          |                   | SPEC A: * |

SOIL DESCRIPTION:

RED/BROWN SAND; SOME GRAVEL; SOME FINES

\*REQUIRES ENGINEER'S APPROVAL

pc: Tom Linden, Linden Landscape Architects

km

Independent Materials Testing Laboratories, Inc.

57 N. Washington St., P.O. Box 745, Plainville, CT 06062



GRADATION ASTM D-422; WET WASH ASTM D-1140 METHOD A

PROJECT:

PERCIVAL PARK SOCCER FIELD - BERLIN, CT

CLIENT:

LINDEN LANDSCAPE ARCHITECTS

LAB NO.:

40455

USE: SPEC A: CLIENT INFO

NOT AVAILABLE\*

PROJECT NO .:

REPORT NO.:

5499 007

DATE:

06/17/2022

SAMPLED BY:

S. ROBERTS

SOURCE:

IN SITU, TEST HOLE 4 C

EST. PARTICLE

SHAPE/HARDNESS:

ANGULAR/HARD

|                 |          | GRADATION RESULTS |           |
|-----------------|----------|-------------------|-----------|
| SIEVE#          |          | % PASS            | SPEC A    |
| 50 mm           | (2")     | 100.0             |           |
| 37.5 mm         | (1-1/2") | 99.1              |           |
| 25 mm           | (1")     | 97.7              |           |
| 19 mm           | (3/4")   | 96.9              |           |
| 12.5 mm         | (1/2")   | 94.9              |           |
| 9.5 mm          | (3/8")   | 92.9              |           |
| 6.3 mm          | (1/4")   | 90.7              |           |
| 4.75 mm         | (#4)     | 89.6              |           |
| 2.0 mm          | (#10)    | 86.2              |           |
| 425 μm          | (#40)    | 77.9              |           |
| 150 μm          | (#100)   | 64.1              |           |
| 75 μm           | (#200)   | 54.4              |           |
| COMPLIED WITH:  |          |                   | SPEC A: * |
| AS PER GRADATIO | N ABOVE  |                   |           |

SOIL DESCRIPTION:

RED/BROWN FINES AND SAND; LITTLE GRAVEL

\*REQUIRES ENGINEER'S APPROVAL

REVIEWED BY:\_

pc: Tom Linden, Linden Lands pe Architects

km

-21-22



| Page No.: | D |  |
|-----------|---|--|
|-----------|---|--|

## **Design Computations**

| PROJECT: Percival Soccer Field | LOCATION: | Berlin, CT | WMC JOB No.: 2084.10 |
|--------------------------------|-----------|------------|----------------------|
| Calculated By: REB             |           |            | Checked By:          |
| Date: 1/4/2021                 |           |            | Date:                |

| ription: Test Pit F         | Results                | - 454                   | Notes:            |
|-----------------------------|------------------------|-------------------------|-------------------|
|                             |                        | Auger Testpit           |                   |
| Test Pits Conducted on Dec  | ember 30, 2020 @ 8 am. | Deep Testpit            |                   |
| Test i its conducted on Bet |                        | Groundwater             |                   |
|                             |                        | Bedrock                 |                   |
|                             |                        |                         |                   |
| Test Pit 1                  | Test Pit 2             | Test Pit 3              | Test Pit 4        |
| Depth = 52 "                | Depth = 38 "           | Depth = 52 "            | Depth =   50  "   |
| 4 " Topsoil                 | 4 "Topsoil             | 4 "Topsoil              | 4 "Topsoil        |
| Till, Silty Sand            | Silty Sand             | Silty Sand, Clay        | Silty Sand        |
| Seepage @ N/A "             | Seepage @ N/A "        | Seepage @ 14 "          | Seepage @ N/A "   |
| G.Water @ 46 "              | G.Water @ N/A "        | G.Water @ 36 "          | G.Water @ N/A "   |
| Bedrock @ N/A "             | Bedrock @ N/A "        | Bedrock @ N/A "         | Bedrock @ N/A "   |
|                             |                        |                         |                   |
| Test Pit 5                  | Test Pit 6             | Test Pit 7              | Test Pit 8        |
| Depth = 40 "                | Depth = 48 "           | Depth = 25 "            | Depth =   48  "   |
| 3 "Topsoil                  | 3 "Topsoil             | 3 "Topsoil              | 3 "Topsoil        |
| Silty Sand                  | Silty Sand, Clay       | Stony Till, Silty Sand  | Till, Silty Sand  |
| Seepage @ 15 "              | Seepage @ 18 "         | Seepage @ N/A "         | Seepage @ 18 "    |
| G.Water @ N/A "             | G.Water @ 22 "         | G.Water @ N/A "         | G.Water @ 34 "    |
| Bedrock @ N/A "             | Bedrock @ N/A "        | Bedrock @ 25 "          | Bedrock @ N/A "   |
|                             |                        |                         |                   |
| Test Pit 9                  | Test Pit 10            | Test Pit 11             | Test Pit 12       |
| Depth =   48 "              | Depth =   44  "        | Depth = 48 "            | Depth =   48  "   |
| 4 "Topsoil                  | 3 "Topsoil             | 3 "Topsoil              | 3 "Topsoil        |
| Till, Silty Sand            | Orange Silty Sand      | Orange Silty Sand, Clay | Orange Silty Sand |
| Seepage @ 15 "              | Seepage @ N/A "        | Fractured Rock          | Fractured Rock    |
| G.Water @ N/A "             | G.Water @ N/A "        | G.Water @ N/A "         | G.Water @ N/A "   |
| Bedrock @ N/A "             | Bedrock @ N/A "        | Bedrock @ N/A "         | Bedrock @ N/A "   |
|                             |                        |                         |                   |
| Test Pit 13                 | Test Pit 13A           | Test Pit 14             | Test Pit 14A      |
| Depth = 6 "                 | Depth = 36 "           | Depth =   6   "         | Depth =   21  "   |
| 3 "Topsoil                  | 3 "Topsoil             | 3 "Topsoil              | 3 "Topsoil        |
| Silty Sand                  | Fractured Rock         | Till, Silty Sand        | Till, Silty Sand  |
| Seepage @ N/A "             | Seepage @ N/A "        | Seepage @ N/A "         | Seepage @ N/A "   |
| G.Water @ N/A "             | G.Water @ N/A "        | G.Water @ N/A "         | G.Water @ N/A "   |
| Bedrock @ 6 "               | Bedrock @ 36 "         | Bedrock @ 6"            | Bedrock @ 21 "    |



| Page | No. | : | D |  |
|------|-----|---|---|--|
|      |     |   |   |  |

## **Design Computations**

| Appropriate property of the pr | cival Soccer Field | LOCATION: | Berlin, CT | WMC JOB No.: 2084.10<br>Checked By: |
|--|--------------------|-----------|------------|-------------------------------------|
| Calculated By:<br>Date:  | 1/4/2021           |           |            | Date:                               |

|                                  |                            | Auger Testpit              |                        |
|----------------------------------|----------------------------|----------------------------|------------------------|
| 140                              | Test Pit 14C               | Test Pit 15                | Test Pit 15A           |
| est Pit 14B                      | Depth =   48  "            | Depth = 6 "                | Depth = 36 "           |
| Depth = 48 "                     | 3 "Topsoil                 | 3 "Topsoil                 | 3 "Topsoil             |
| 3 "Topsoil                       | Fractured Rock             | Silty Sand                 | Fractured Rock         |
| Silty Sand, Clay                 | Seepage @ N/A "            | Seepage @ N/A "            | Seepage @ N/A "        |
| Geepage @ N/A "                  | G.Water @ N/A "            | G.Water @ N/A "            | G.Water @ N/A "        |
|                                  | Bedrock @ N/A "            | Bedrock @ 6 "              | Bedrock @ 36 "         |
| Bedrock @ N/A "                  | Dedicor & IVII             |                            |                        |
| Test Pit 16                      | Test Pit 17                | Test Pit 18                | Test Pit 19            |
| Depth = 36 "                     | Depth =   48  "            | Depth =   48  "            | Depth =   6   "        |
| 3 "Topsoil                       | 3 "Topsoil                 | 3 "Topsoil                 | 3 "Topsoil             |
| Fractured Rock                   | Silty Sand, Fractured Rock | Silty Sand, Fractured Rock | Silty Sand             |
|                                  | Seepage @ N/A "            | Seepage @ N/A "            | Seepage @ N/A "        |
| Seepage @   N/A  "               | G.Water @ N/A "            | G.Water @ N/A "            | G.Water @ N/A "        |
| Bedrock @ 36 "                   | Bedrock @ N/A "            | Bedrock @ N/A "            | Bedrock @ 6 "          |
| Bedrock W 30                     | Bedrook & Turk             |                            |                        |
| +14004 400                       | Test Pit 19B               | Test Pit 19C               | Test Pit 20            |
| Test Pit   19A                   | Depth = 24 "               | Depth = 36 "               | Depth =   54  "        |
| 3 "Topsoil                       | 3 " Topsoil                | 3 "Topsoil                 | 4 "Topsoil On 12" Fill |
|                                  | Fractured Rock             | Fractured Rock             | 3 "Topsoil On 22" Fill |
| Till, Silty Sand Seepage @ N/A " | Seepage @ N/A "            | Seepage @ N/A "            | Seepage @ N/A "        |
| G.Water @ N/A "                  | G.Water @ N/A "            | G.Water @ N/A "            | G.Water @ N/A "        |
| Bedrock @ 9"                     | Bedrock @ 24 "             | Bedrock @ 36 "             | Bedrock @ 36 "         |
| DEDITION (P. 19                  |                            |                            |                        |
| Test Pit 21                      | Test Pit 22                | Test Pit   22A             | Test Pit 23            |
| Depth =   56  "                  | Depth = 85 "               | Depth =   70   "           | Depth =   48  "        |
| 4 "Topsoil                       | 4 "Topsoil                 | 4 "Topsoil                 | 3 "Topsoil             |
| Fill, soft clay @ 36"            | 48 " Silty Fill            | 36 " Silty Fill            | Silty Sand, Clay       |
| Organic Fill, Clay @ 48"         | Original roots @ 48"       | Organic Fill, Clay         | Seepage @ N/A "        |
| Seepage @ N/A "                  | Seepage @ N/A "            | Seepage @ N/A "            | G.Water @ N/A "        |
| G.Water @ N/A "                  | G.Water @ N/A "            | G.Water @ 64 "             | Bedrock @ N/A "        |
| Bedrock @ N/A "                  | Bedrock @ N/A "            | Bedrock @ N/A "            |                        |
| Dedicor (a) 1 mm                 |                            |                            |                        |
| Test Pit 24                      |                            |                            |                        |
| Depth = 48 "                     |                            |                            |                        |
| 3 "Topsoil                       |                            |                            |                        |
| Silty Sand, Clay                 |                            |                            |                        |
| Seepage @ N/A "                  |                            |                            | Auger Testpit          |
| G.Water @ N/A "                  |                            |                            | Deep Testpit           |
| Bedrock @ N/A "                  |                            |                            | Groundwater            |
| Dodrook & Ital                   |                            |                            | Bedrock                |

## 

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

August 29, 2022

**SUBJECT:** Home Care and School Health Care Workers of Berlin, Unit #20 Union Contract

#### **SUMMARY:**

• An agreement between the Town of Berlin and Home Care and School Health Care Workers of Berlin, Unit #20 has been made. The President of CHCA and NUHHCE have signed the negotiated contract.

- The length of this agreement is from July 1, 2021 June 30, 2024.
- Notable changes to this new contract:
  - Nurses with over (20) years of service to the Town can request be exempt from the rotation list for weekend, vacation, summer and holiday homecare coverage.
  - o If nurses are scheduled for additional duties and are not required to work, the Town will notify the nurses within <u>twenty-four (24) hours of the shift. In the event notice is not provided within twenty-four (24) hours of the shift, nurses shall be compensated in the amount of twenty-five dollars (\$25.00) for each day not worked.</u>
  - Holiday Pay removed Veteran's Day
  - Floating Holiday:
    - Originally stated: Floating holidays for new employees shall be pro-rated in the first year of employment.
    - New language states: New employees hired between July 1 and December 31 shall receive two (2) floating holidays upon hire; new employees hired between January 1 and June 30 shall receive one (1) floating holiday upon hire.
  - o Under Section 11.2, the following language was added:

- New homecare staff hired between July 1 and December 31 shall receive three (3) paid personal days upon hire; employees hired between January 1 and June 30 shall receive one and one half (1.5) paid personal days upon hire.
- New school staff hired between July 1 and December 31 shall receive two (2) paid personal days upon hire; employees hired between January 1 and June 30 shall receive one (1) paid personal days upon hire.
- o Under Vacation, Section 12.1, the following language was added:
  - NEW HIRES (hired on or after July 1, 2022)
  - New employees hired between July 1 and December 31 shall receive five
     (5) days of vacation upon hire, which can be used after successful completion of their probationary period.
  - New employees hired between January 1 and June 30 shall receive ten (10) days of vacation on July 1, which can be used after successful completion of their probationary period.
- Vacation Schedule was updated for Current Employees (hired prior to 7/1/22):

| LENGTH OF EMPLOYMENT | VACATION ON JULY 1st |
|----------------------|----------------------|
| Less than (5) years  | Two (2) weeks        |
| Five (5) years       | Three (3) weeks      |
| Ten (10) years       | Four (4) weeks       |
| Twenty (20) years    | Five (5) weeks       |

- Removed (old) Section 12.2 under Vacation:
  - New employees hired between July 1st and December 31st will receive five (5) days of vacation upon hire, which can be used after successful completion of their probationary period.
- o Removed (old) Section 12.3 under Vacation:
  - New employees hired between January 1st and June 30th will receive five (5) days of vacation on July 1st which can used upon successful completion of the probationary period.
- Under Vacation, Section 12.3 (new contract), nurses can now carryover up to two
   (2) weeks of vacation that must by used by November 1<sup>st</sup> each year. (Does not apply to school staff)

- o Under Vacation, Section 12.7 (new contract), language was updated to:
  - Upon termination of employment with the Town in good standing, <u>employees hired prior to September 18, 2018</u> shall be paid for accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased, to the employee's estate). <u>Employees hired</u> <u>on or after September 18, 2018 shall be paid for unused vacation time and such payment shall be paid to the employee (or if deceased to the employee's estate).</u>
- o Under Vacation, Section 12.10 (new contract), language was updated to:
  - Board of Education half day <u>early dismissal</u>, <u>parent conference</u> or professional development days shall be used by school health staff to attend staff meetings, professional development, or to work in their respective health office. School <u>or as designated by the Administrator and Supervisor of Clinical Services and/or his or her designee. Upon approval of their supervisor, school health staff may elect to use accrued vacation time for this time or elect to take this time off without pay or may elect. The Administrator or designee will determine the number of nurses, if any, allowed to have this time off.</u>
- o Under Sick Leave, Section 13.1 (new contract), language was update to:
  - The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee, employee's spouse or child, or other dependent domiciled with the employee, and shall not be considered as a privilege which an employee may use at her/his discretion. Sick leave for an employee's spouse or child, or other dependent domiciled with the employee, shall not exceed ten (10) days per year shall be allowed for lost time for medical, optical or dental appointments during workday hours as approved by the Supervisor. Sick leave shall be used in increments of at least one-half (1/2) hour.
  - No more than ten (10) sick days per year may be used to care for the illness of an immediate family member who is residing in the employee's household. Immediate family members are defined as mother, father, sibling, spouse and/or child. Members may use up to 5 of those 10 family sick days for an immediate family member who is not domiciled in the employees' household.
- o Under Section 19.5, Uniform Allowance:
  - Uniform (and show) allowance increased from \$150.00 to \$350.00 annually.
  - All receipts must be submitted no later than the end of the month following the date the expense was incurred and will be paid in the next available

pay period. C. All receipts must be submitted no later than May 1st each fiscal year.

- Section 25.1, under Part Time Employees (new contract), language was updated to:
  - Participation in the insurance benefit plan set forth in Article IX of this Agreement is limited to employees working at least twenty-eight thirty (30) hours per week and their dependents.
  - Employees shall be granted all benefits provided herein with such benefits prorated, based on the employee's workweek of thirty-five thirty-seven and a half (37.5) hours.
- o Salary Increases: 2.25% for 2021, 2022, and 2023

The Human Resources department is requesting Town Council approval of this union contract.

#### **ACTION NEEDED:**

Move to approve and authorize the Town Manager to enter into a contract with the Home Care and School Health Care Workers of Berlin, Unit #20 from July 1, 2021 through June 30, 2024.

## **ATTACHMENTS:**

Union Contract

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)

all

## AGREEMENT BETWEEN

## THE TOWN OF BERLIN, CONNECTICUT

And

## HOME CARE and SCHOOL HEALTH CARE WORKERS of BERLIN UNIT #20

CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME

JULY 1, 2021 - JUNE 30, 2024

11203825v.5

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#### **AGREEMENT**

This Agreement is entered into by and between the Town of Berlin. Connecticut (hereinafter referred to as the 'Town") and the Home Care and School Health Care Workers of Berlin, Unit #20. Connecticut Health Care Associates. National Union of Hospital and Health Care Employees, American Federation of State. County and Municipal Employees (hereinafter referred to as the "Union").

As used herein. "Town" refers to the Town of Berlin and its agencies and departments. "Employees" as used herein, refers to members of the bargaining unit defined under Article 1 of this Agreement.

All references to employees in this Agreement designate both sexes and whenever a gender is used, it shall be construed to include male and female employees.

Now, therefore, in consideration of the mutual obligations contained herein, the parties agree as follows:

### Article I RECOGNITION

1.1 The Town recognizes the Union as the sole and exclusive representative and bargaining agent for all Registered Nurses, Home Health Aides. and School Health Aides employed by the Town of Berlin and any other classifications deemed appropriate to this bargaining unit by mutual agreement or decision of Board of Labor Relations, excluding supervisors, professional employees, per diem employees and all others excluded by virtue of the provisions of the Connecticut Municipal Employees Relations Act.

## Article 2 UNION MEMBERSHIP

- 2.1 The deductions shall be made each payday and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made as soon as practicable after the first of each month.
- 2.2 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out o[ or by reasons o[ action taken by the Town for the purpose of complying with the provisions of this Article.

## Article 3 TOWN RIGHTS

- 3.1 Unless expressly and specifically limited, modified, abridged, or relinquished by specific provision of this Agreement, and whether exercised or not, the rights. powers and authority heretofore held by the Town pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulation with respect to members of the Town's Departments. shall remain vested exclusively in the Town of Berlin, including but not limited to the following: determine the standards of services to be offered by Town Departments; determine the standards of selection for Town employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine work schedules; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities. All of the above rights, responsibilities and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.
- 3.2 Either parties failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude either parties from exercising the same in some other way not in conflict with the provisions of this Agreement.

## Article 4 HOURS OF WORK AND OVERTIME

- 4.1 The regular workweek shall consist of and be scheduled as follows:
  - A. Home Care Nurses 8:00 a.m. 4:00 p.m. 1/2 hour lunch (unpaid)
  - B. Home Health Aides 8:00 a.m. 3:30 p.m. 20 minute lunch (paid)

Home Health Aides hours may be adjusted based on patient need at the discretion of the Administrator and with the availability of the Home Health Aide.

- C. School Nurses ½ hour lunch (paid/on-call)
  - 1. Working hours shall follow each school's opening and closing schedule with nurses times of arrival and/or departure being fifteen (15) minutes before and/or alter the opening and/or closing of school.

- 2. In the event that the school day is increased, the school nurses workday shall be increased accordingly.
- 3. School nurses shall be assigned one (1) day following the close of the school year and five (5) days prior to the opening of the school year for administrative responsibilities. School aides shall be assigned two (2) days prior to the school year for administrative responsibilities.
- 4. Travel time between buildings for school personnel required to work in more than one school in a day shall be considered time worked.
- D. Health Room Aides

McGee 11:30 a.m. - 2:30 p.m. (M-F) Willard 8:30 a.m. - 2:30 p.m. (M-F) Griswold 8:30 a.m. - 2:30 p.m. (M-F)

4.2 All bargaining unit employees who actually work in excess of eight (8) hours in any one day or forty (40) hours in any one week will be paid at the rate of time and one-half (1½) the regular hourly rate for such hours. In no instance shall overtime be paid more than once for any such hours. Those nurses who are required to attend field trips that continue beyond the school day or more than one (1) day will be paid at the rate of straight time for the first eight (8) hours of the day. They shall be paid at the rate of time and one-half (1½) the regular hourly rate for the remaining hours of the day that they are actively working. A separate time record will be kept by the nurse documenting all hours worked and submitted at the end of the field trip.

Overtime hours (i.e. hours greater than assigned daily schedule) must be approved by the Agency Administrator or designee prior to the overtime being worked.

- 4.3 The Town shall determine when overtime shall be worked, based upon operational requirements. In the event that all qualified employees decline to work overtime, the least senior of those employees must perform such overtime work for the period scheduled.
- 4.4 The Town will endeavor to give employees up to twenty four (24) hours notice of overtime work wherever possible, except that failure by the Town to give such notice shall not excuse employees from such work or from compliance with other provisions of this Article concerning overtime work.
- 4.5 A non-salaried employee who is required to work on Saturdays. Sundays or holidays shall receive one and one-half (1½) times her regular hourly rate for such work.
- 4.6 The Town will make reasonable efforts to distribute overtime equally. Such overtime shall be paid no later than the next available pay period. In no instance shall overtime be paid more than once for any such hours.

- 4.7 The Town will make reasonable efforts to distribute the scheduling of Holiday assignment equally between all nurses.
- 4.8 Compensatory time off or pay is given to the nurse for work on Saturday. Sunday or holidays.
  - A. Compensatory time can be accumulated up to seventy-five (75) hours.
  - B. Compensatory time must be taken within one (1) year. If compensatory time is not taken within one (1) year, then it shall be paid as part of the employee's regular payroll at the rate in which it was accrued.
  - C. Compensatory time off shall be scheduled based on the Agency's staffing requirements.
  - D. Time worked on Saturday. Sunday or holidays will be paid at one and one-half (1 ½) times the regular hourly rate for such hours. Home health workers have the option to complete Monday through Friday work assignments outside of the normal work schedule in the event of severe storm forecasts. Such work shall not create any overtime costs and is in lieu of the regularly scheduled hours.
  - E. Employees who work in excess of forty (40) hours in any one (1) week will be paid at the rate of one and one-half (1 ½) times the regular hourly rate for such hours.
- 4.9 The Union shall be given a quarterly list of all employees overtime hours and the hourly rate paid to employees upon request.
- 4.10 Employees who are required by their supervisor to remain on duty during lunch shall be compensated for such time at the applicable rate.

#### 4.11 Additional Duties

Upon request. Home Care and School nurses shall provide scheduling availability to the Director for weekend, summer, vacation and holiday home care coverage twelve (12) months per year. In cases where the Town is unable to fill assignments through these means and per diems are not available, assignments shall be rotated through the seniority list from the least to most senior employee. Nurses with over twenty (20) years of service to the Town can request to be exempt from this requirement.

School nurses shall be scheduled for summer Home Care and summer School Programs. If nurses are scheduled for additional duties and are not required to work, the Town will notify the nurse within twenty-four (24) hours of the shift. In the event notice is not provided within twenty-four (24) hours of the shift, nurses shall be compensated in the amount of twenty-five dollars (\$25.00) for each day not worked.

### 4.12 Weekend On Call

- A. Whenever a School Nurse serves as weekend on call she shall receive the appropriate home care rate of pay.
- B. Nurses assigned to weekend first/admin on-call duty and second on-call duty will be compensated at the rate of fifty dollars (\$50.00) for each day of such assignment.
- C. Nurses assigned to first on-call duty on a designated holiday will be compensated at the rate of one hundred dollars (\$100.00) for each assignment.

#### 4.13 Administrative On-Call

- A. Home Care nurses are daily responsible for 4:00 PM to 8:00 AM on- call duties on a weekly rotating basis with the aid of Telecommunications.
- B. Administrative on-call nurses shall be compensated two hundred seventy five dollars (\$275.00) for each week assigned to on-call duty.
- C. Administrative on-call nurses who need to make a field visit, for example, either for direct patient care or personnel supervision, shall be compensated \$10.00 for the visitation plus one and one-half (1½) times the regular hourly rate for time spent making the call.

#### 4.15 Staff Meetings

There shall be staff meetings two (2) times per year when all classifications of employees (RNs. aides) would be present.

## Article 5 PROBATIONARY PERIOD

No employee shall attain seniority or other rights or benefits under this Agreement until they have been continuously on the payroll of the Town for a probationary period of one hundred and eighty (180) calendar days. During such period, the employee may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, her seniority shall date back to her original hiring date. All employees who are promoted shall be on a probationary period for a period of ninety (90) days. Upon successful completion of the promotional probationary period, employees shall be permanently appointed to the new position.

5.2 The Town will provide each employee in the bargaining unit a copy of this Agreement within thirty (30) days after the date of execution of same, and new employees shall receive a copy of this Agreement at the time of hire.

### Article 6 SENIORITY

- 6.1 Seniority is hereby defined as the relative length of an employee's continuous employment in the bargaining unit on a regular, full time basis by the Town of Berlin. An employee's earned seniority shall not be lost due to absence from work caused by layoff, illness or authorized leave of absence.
- 6.2 For the purpose of layoff, recall, promotion or transfer within the bargaining unit only, employees shall also accumulate seniority within their respective departments of employment. In the event of a permanent layoff: the employees youngest in service shall be laid off first by department; provided, however, that the remaining employees in the department will be capable of performing the work available. In the event of recall from layoff, employees shall be called back by department on the basis of seniority, starting with the most senior employee, provided they are able to perform work available. In cases of promotion, the most qualified employee shall be selected provided that where ability to perform the work is equal, priority shall be given to the senior employee. The Town shall be the sole judge of the qualification of an employee to perform the required work.
- 6.3 The Town agrees to furnish the Union with a seniority list showing the bargaining units members, together with the length of service of such employees within their respective departments of employment, upon request.
- Upon layoff, employees shall be placed on a recall list for a period not to exceed one (1) calendar year. Employees shall lose all seniority rights if they remain on the recall list for a period in excess of one (1) calendar year or if they fail to report to work within ten (10) days after notice of recall is sent by certified mail to the last home address on file with the Town.
- 6.5 Laid off full-time employees with the most seniority shall be rehired first, provided they can perform the work available and no new employees shall be hired until all laid off employees have been given an opportunity to return to work, provided they can perform work available.

## Article 7 PROMOTIONS

- 7.1 All vacancies and new positions in the bargaining unit shall be posted on the Town's website and on the Union bulletin board. Employees shall be allowed seven (7) full working days from the date of posting to apply for such vacancy or new position. The Town shall refrain from recruiting outside applicants during this period.
- 7.2 If, in the sole discretion of the Town, there are two (2) employees having equal qualifications, the most senior employee shall be advanced. Nothing herein contained shall guarantee that vacancies and new positions will be filled from within the bargaining unit.
- 7.3 In the event that the vacancy cannot be filled within the unit, the position may be advertised outside.
- 7.4 An employee performing temporary services in a position classified higher than the employee's own shall be paid at the step on the wage scale for the higher position which is the same as the step the employee had attained on the wage schedule for the employee's regular position.
- 7.5 If a budgeted bargaining unit position is filled temporarily by a non-bargaining unit member, the pay rate shall be the entry-level rate for the position until permanent appointment is made. No seniority rights shall accrue for temporary employees and no benefits shall be provided to temporary personnel.

## Article 8 COMPENSATION

- As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule, which is attached to and made a part of this Agreement as Appendix A-2. The wage increase for each year of the contract is as follows: Year 1 2.25%: Year 2 2.25%: Year 3 2.25%. In cases of emergency, the payday may be moved no more than two (2) business days following the emergency.
- 8.2 Employees hired on or before July 1. 2015 shall, in addition to their regular pay, receive longevity pay in accordance with the following schedule effective upon execution of this Agreement:

| After five (5) years     | \$600.00   |  |
|--------------------------|------------|--|
| After ten (10) years     | \$800.00   |  |
| After fifteen (15) years | \$1.050.00 |  |
| After twenty (20) years  | \$1.200.00 |  |

- 8.2 Upon becoming eligible for longevity pay such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive longevity pay in two payments on the paydays following December 1 and June 1. Longevity shall be paid only as earned and not in advance.
- 8.3 Employees shall be paid on a bi-weekly basis beginning July 1. 2016, by mandatory direct deposit to the employee's designated bank accounts.

## Article 9 INSURANCE

- 9.1 Effective July 1, 2018, employees working at least thirty (30) hours per week, and their dependents, are eligible to participate in the insurance benefit plan set forth and agreed to by the Town and the Union in Appendix C. Provided, however, that all employees hired prior to July 1, 2018, working at least 28 hours per week, may continue to participate in said insurance benefit plan as grandfathered exceptions. No employee hired after July 1, 2018, who works less than thirty (30) hours per week, shall be eligible for health insurance benefits. Employees working less than thirty-seven and a half (37.5) hours per week, shall pay a pro- rated cost share, based on hours worked, for health insurance benefits.
- 9.2 Disability Insurance providing income of 66 2/3% of base weekly wage per week to a maximum of \$600 per week in the event of disability with a thirteen (13) week maximum.
- 9.3 The Town shall provide Long-Term Disability insurance coverage. Such coverage shall be 50% of base pay (minimum \$100 monthly benefit maximum \$5,000 monthly benefit) less necessary and appropriate deductions
- 9.4 Group Life Insurance for each employee in the amount equal to her annual wage rounded up to the nearest \$ 1,000, with a minimum of \$10,000 and a maximum of \$100,000.
- 9.5 Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars.
- 9.6 Any bargaining unit member who shall suffer personal injury in the course of employment with the Town, and who shall be eligible for weekly payments under the Worker's Compensation Act, shall be paid by the Town the monetary difference between the employee's net weekly straight time wages and benefits payable under the Act for a period not to exceed six (6) months. Absence during such injury shall not be charged to an employee's earned time (vacation, sick leave, etc.).

- 9.7 The Town will continue to provide the benefits enumerated in this Article to all retired employees and their eligible dependents until age 65: the full cost of such continuance shall be paid by the retiree.
- The provisions relating to the Health Insurance Waiver are set forth in the Coalition 9.8 Agreement on Insurance and Pension Benefits, attached hereto.
- The Town reserves the right to change insurance carriers as long as the benefits and 9.9 coverage remain substantially equivalent to those enumerated in this Agreement. If the Town does change carriers, it shall notify the Union as soon as possible, but no later than thirty (30) days in advance of such change.
- 9.10 Employees on Short Term Disability, FMLA leave, or those on Workers. Compensation leave shall pre-pay his or her portion of the health premium on a monthly basis.
- The Town of Berlin shall continue its practice of providing malpractice insurance for all 9.11 nurses.
- 9.12 The parties agree to the provisions regarding the excise tax on health insurance plans, or Cadillac Tax, as set forth in the Coalition Agreement on Insurance and Pension Benefits and side letter, attached hereto.

## Article 10 **PENSIONS**

10.1 The provisions relating to the Pension are set forth in the Coalition Agreement on Insurance and Pension Benefits attached hereto.

## Article 11 **HOLIDAY PAY**

The following shall be recognized as paid holidays irrespective of the day on which they fall and all employees shall receive a regular day's pay at their regular straight time hourly rate.

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

Presidents Day

Thanksgiving Day

Good Friday

Day after Thanksgiving

Memorial Day

Christmas Eve

Independence Day

Christmas Day

Employees hired before July 1, 2018 shall receive three (3) floating holidays as approved by department head between July 1<sup>st</sup> and June 30<sup>th</sup> - no accrual from year to year.

Employees hired on or after July 1, 2018 shall receive two (2) floating holidays as approved by department head between July 1<sup>st</sup> and June 30<sup>th</sup> - no accrual from year to year.

New employees hired between July 1 and December 31 shall receive two (2) floating holidays upon hire; new employees hired between January 1 and June 30 shall receive one (1) floating holiday upon hire.

Holidays which fall on Saturday shall be observed on the preceding Friday:

Holidays which fall on Sunday shall be observed on the following Monday.

Only an employee who works on Easter Sunday and any holiday that falls on a weekend that is celebrated by the Town on the Friday prior or the Monday after shall be paid at one and one-half (1½) times her regular rate, receive an additional twenty-five dollar (\$25.00) payment, and be entitled to an additional seven and one-half (7.5) hours of compensatory time.

11.2 Homecare staff hired before July 1, 2018 shall be eligible for four (4) paid personal days to conduct business that may not be transacted during working hours. Homecare staff hired on or after July 1, 2018 shall be eligible for three (3) paid personal days to conduct business that may not be transacted during working hours.

New homecare staff hired between July 1 and December 31 shall receive three (3) paid personal days upon hire; employees hired between January 1 and June 30 shall receive one and one half (1.5) paid personal days upon hire.

School personnel hired before July 1, 2018 shall be eligible for three (3) paid personal days to conduct business that may not be transacted during working hours. School personnel hired on or after July 1, 2018 shall be eligible for two (2) paid personal days to conduct business that may not be transacted during working hours.

New school staff hired between July 1 and December 31 shall receive two (2) paid personal days upon hire; employees hired between January 1 and June 30 shall receive one (1) paid personal days upon hire.

11.3 In order to qualify for holiday pay, employees must have worked the last five (5) hours of the last scheduled work day preceding the holiday, and the first five (5) hours on the first scheduled work day succeeding the holiday, unless excused by their immediate supervisor.

- 11.4 If a holiday occurs while an employee is on vacation leave, the holiday will be considered as a paid holiday and not a vacation day.
- 11.5 All earned and accrued personal and sick time of employees provided by this Agreement may be used in increments of one half (1/2) hour.
- 11.6 An employee who works on a holiday shall be paid time and one-half (1 1/2) for all hours worked, plus holiday pay, except as otherwise provided herein.
- 11.7 School Health Aides shall receive holiday pay only for those holidays which fall within the school year.

### Article 12 VACATIONS

12.1 Regular full-time and part-time employees shall receive vacation pay at their straight time hourly rate at their normal weekly salary, exclusive of overtime, for each week in accordance with the following schedule:

### NEW HIRES (hired on or after July 1, 2022)

New employees hired between July 1 and December 31 shall receive five (5) days of vacation upon hire, which can be used after successful completion of their probationary period.

New employees hired between January 1 and June 30 shall receive ten (10) days of vacation on July 1, which can be used after successful completion of their probationary period.

### **CURRENT EMPLOYEES** (hired prior to July 1, 2022)

# LENGTH OF EMPLOYMENT Less than five (5) years Two (2) weeks Five (5) years Ten (10) years Ten (10) years Two (20) years Tour (4) weeks Twenty (20) years Five (5) weeks

12.2 In the mutual effort to promote harmony and understanding, employees shall request vacation time as far in advance as practicable, but no more than four (4) months in advance, and supervisors shall approve such requests within two (2) weeks. When the operational requirements of the Town preclude the approval of a specific request, the employee shall have such reasons for denial clearly explained, and every effort shall be made by employee and supervisor to agree upon an alternative vacation period. When necessary, preference as to time of taking vacation shall be giver to employees of greater seniority.

- 12.3 All vacation time shall normally be taken in the Fiscal Year (July 1 through June 30) in which it is earned. However, up to two weeks of that year's vacation time may be carried over into the new year and must be used through November 1<sup>st</sup>. Exceptions shall be made in the sole discretion of the Town Manager, and shall not be subject to the grievance or arbitration provisions of this Agreement. School staff must use their accumulated time prior to the end of the fiscal year. There is no carryover of vacation for school staff.
  - School nurses hired on or after September 1, 2015, shall not be able to utilize vacation days during school days, except in the event that school is cancelled.
- 12.4 During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allocated on the July 1<sup>st</sup>, which begins said fiscal year.
- 12.5 Vacation time periods may start and end any day of the week desired by the employee. Subject to Paragraph 12.2 above.
- 12.6 In the event an employee is ill during a vacation period, such time shall not be charged to vacation leave but to sick leave, providing the employee presents a medical certificate to the Town verifying illness.
- 12.7 Upon termination of employment with the Town in good standing, employees hired prior to September 18, 2018 shall be paid for accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased, to the employee's estate). Employees hired on or after September 18, 2018 shall be paid for unused vacation time and such payment shall be paid to the employee (or if deceased to the employee's estate).
  - In no event shall any vacation payout exceed five (5) weeks of pay. For employees hired on or after September 1, 2015, such payment shall be capped at three (3) weeks of pay.
- 12.8 School personnel shall not be compensated for hours not worked due to school vacations or closings due to emergencies, which shall include inclement weather.
- 12.9 School personnel shall suffer no loss of pay when schools are dismissed early or delayed opening due to inclement weather or emergencies.
- 12.10 Board of Education half day early dismissal, parent conference or professional development days shall be used by school health staff to attend staff meetings, professional development, or to work in their respective health office or as designated by the Administrator and Supervisor of Clinical Services and/or his or her designee. Upon approval of their supervisor, school health staff may elect to use accrued vacation time for this time or elect to take this time off without pay. The Administrator or designee will determine the number of nurses, if any, allowed to have this time off.

12.11 There shall be no advance vacation pay.

# Article 13 SICK LEAVE

13.1 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered a privilege which an employee may use at his discretion. Sick leave shall be allowed for lost time for medical, optical or dental appointments during workday hours as approved by the Supervisor. Sick leave shall be used in increments of at least one-half (1/2) hour.

No more than ten (10) sick days per year may be used to care for the illness of an immediate family member who is residing in the employee's household. Immediate family members are defined as mother, father, sibling, spouse and/or child. Members may use up to 5 of those 10 family sick days for an immediate family member who is not domiciled in the employees' household.

- 13.2 Regular home care employees shall earn sick leave credits at the rate of one and one quarter (1½) normal work day for each month of the year. School Nurses working during July and August shall receive sick time prorated upon the number of weeks that the employee works. Sick leave may be cumulative to one hundred fifty (150) days. There shall be no accrual of sick leave if an employee is out on short or long term disability or is receiving workers compensation. There shall be no payout of sick leave.
- 13.3 For any absence for which sick leave is claimed, notice must be given on the scheduled work day to the Administrator, Supervisor of Clinical Services or the Administrative On Call Nurse two (2) hours prior to the starting time. The Town may require evidence of eligibility in the form of a physician's certificate for sick leave when an employee has been absent for three (3) consecutive days or more or when there is reason to suspect abuse of sick leave. Such certificate shall state that there is an illness or injury and the expected duration of absence.
- 13.4 The Town reserves the right to require the employee to submit to a physical examination by a doctor of the Town's choice and at the Town's expense.
- 13.5 Regular part-time employees shall earn sick leave on a pro-rata basis 111 accordance with the schedule set forth above.

# Article 14 LEAVE OF ABSENCE

- 14.1 Leaves of absence without pay with position held may be granted by the Town Manager for a definite period not to exceed one (1) year. Application for such leave of absence must be made in writing to the employee's Department Head stating the reason for the request and the length of time desired. The Department Head shall make a recommendation to the Town Manager to approve or deny the request. During periods of approved leave of absence without pay, employees may elect to continue participation in the Town's health insurance plan subject to the employee contribution 102% or the COBRA costs associated with such participation. Additionally, all other contractual benefits shall cease during the period of approved leave of absence, including but not limited to vacation accrual, seniority, sick leave accrual, and holiday payments.
- 14.2 Paid Leave for jury duty shall be granted upon presentation of summons for such duty. Payment for jury duty, excluding meal and travel allowance, shall be reimbursed to the Town. If the jury is excused during the normal workday, the employee will immediately return to work in accordance with his/her normal work schedule.
- 14.3 Benefits will not accrue during periods of unpaid leave of absence.

### Article 15 BEREAVEMENT LEAVE

- 15.1 Special leave of absence of up to a maximum of five (5) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Spouse, Sister or half-sister, Child or Step-Child, Brother or halt brother, Parent.
- 15.2 Special leave of absence of up to a maximum of three (3) consecutive working days with pay shall be granted to an employee in the event of death of the employee's: Mother-in-law, Father-in-law, Step-parent, Step-brother, Step-sister, Grandchild, Grandparent, Other relative domiciled in employee's household.
- 15.3 Special leave of absence of up to a maximum of two (2) consecutive working days with pay shall be granted an employee for the purpose of funeral attendance in the event of death of the employee's: Niece, Nephew, Sister-in-law, Brother- in-law, Aunt, Uncle, Daughter-in-law, Son-in-law, if the decedent's funeral is out of state: otherwise such leave shall be one (1) day.
- 15.4 The Town may require proof of death before granting special leave under Paragraphs 15.1, 15.2 and 15.3 above.

# Article 16 DISCHARGE AND DISCIPLINE

- 16.1 No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause.
- 16.2 All disciplinary actions may be appealed through the established grievance procedure except as provided in Article V of this Agreement.

Discipline shall normally proceed in the following order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

The parties recognize and agree that certain infractions of a serious nature require immediate serious disciplinary action without recourse to progressive discipline.

In the event that a verbal warning is issued, said verbal warning will not be used in progressive discipline if the employee completes one (1) full year without further discipline.

In the event that a written warning is issued, said warning will not be used in progressive discipline if the employee completes two (2) full years without further discipline.

# Article 17 GRIEVANCE AND ARBITRATION

- 17.1 Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement it shall be settled in the manner detailed below. The purpose of this procedure is to secure, at the lowest possible administrative level equitable solutions to the grievances, which may from time to time arise affecting the welfare or working conditions of employees.
  - STEP ONE: The Union Steward and the aggrieved employee shall present the grievance in writing to her immediate supervisor not later than ten (10) working days after the occurrence of the incident giving rise to the grievance. The grievance must set forth the specific section of the Agreement involved. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee and the steward and/or the president who shall attempt to settle it within ten (10) working days. A written response shall be submitted to the employee and the steward within the five (5) working days after the discussion.

STEP TWO: If the employee or the Union is not satisfied with the supervisor's Step One response, the grievance may be submitted to the appropriate department head within ten (10) working days thereafter. If submitted, the grievance shall be discussed with the employee and a steward of the Union and the Department Head who shall attempt to settle it within ten (10) working days. A written response shall be submitted to the employee and the steward within the ten (10) working days after the discussion.

STEP THREE: If the employee or the Union is not satisfied with the Department Head's Step Two response, grievance may be submitted to the Town Manager or his or her authorized representative. The Town Manager shall meet with the Union and provide a written answer to the grievance. In the event they are unable to settle the grievance within ten (10) working days of the submission, it may be submitted by the Union for arbitration as provided below.

- 17.2 STEP FOUR: ARBITRATION. In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to arbitration at the State Board of Mediation and Arbitration. The request for arbitration must be in writing and be filed with the State Board of Mediation and Arbitration not later than thirty (30) days after the written answer of the Town's designated representative in Step Three is given to the Union. Within twenty (20) days of notice to the Town of the Union's submission to arbitration, the Town may elect and pay for full costs of American Arbitration Association (AAA) arbitration.
- 17.3 The arbitrator's award shall be final and binding as provided by law, but he shall not have power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement.
- 17.4 The fee and expenses of arbitration at the State Board of Mediation and Arbitration, excluding legal fees, shall be borne equally by the parties.
- 17.5 Any grievances not submitted to a higher step in the grievance procedure within the specified time limits provided above shall be deemed settled on the basis of the decision of the Town in the last step in which the grievance was discussed and shall not be subject to further processing.
- 17.6 By mutual agreement, the parties may submit a grievance for expedited arbitration at the Connecticut State Board of Mediation and Arbitration.
- 17.7 Days as referred to in this Article exclude Saturdays, Sundays and designated holidays.

# Article 18 <u>UNION BUSINESS</u>

- 18.1 The Town shall allow time off without loss of pay or benefits up to a total of twenty-one (21) hours per calendar year for officers for Union business limited to attendance at conventions or educational conferences. The Union shall notify the Town Manager's office in writing of time and locations of such events, five (5) days in advance and not more than one (1) officer per Town Department shall be off at any one time. Such leave may be taken in one-hour increments.
- 18.2 Members whose attendance is required shall suffer no loss of pay or benefits for time spent attending meetings with the Town, or hearings scheduled by the State Board of Labor Relations, or Board of Mediation and Arbitration.
- 18.3 No more than four (4) members of the Union shall be allowed work release time, with pay, for the purpose of contract negotiations. Meetings shall be scheduled alternatively on town time and personal time.
- 18.4 The Union President or Steward shall be allowed to leave her work station for the purpose of investigating matters relative to the terms and conditions of this Agreement, provided, however, that such work release time is subject to approval of the VNA Director or, in the Director's absence, the Town Manager. Requests for work release time for the purpose stated herein shall not be unreasonably denied.

# Article 19 MISCELLANEOUS PROVISIONS

- 19.1 The Town agrees to provide the Union with a bulletin board located in the Employee's Lounge for the posting of notices pertaining to Union affairs. The Union may utilize the interoffice mail system for distribution of Union mail with the permission of the Town Manager, which shall not be unreasonably denied.
- 19.2 The Town shall furnish each employee with a copy of this complete Agreement.
- 19.3 The Town shall provide written notice within ten (10) days to the Union President of all personnel changes, including terminations, new hires, transfers, promotions and leaves of absence, via Payroll Change Notice.
- 19.4 The Union acknowledges that the Town Manager has sole discretion for determining any weather related late openings or early closings and sole discretion in deciding whether employees shall be charged accrued time for such lost hours of work. The Town agrees that these decisions shall not be left to individual department heads, but shall be made by the Town Manager and consistently applied to all bargaining unit members.

### 19.5 Uniform Allowance

- A. Nurses and Aides shall receive a three hundred and fifty dollar (\$350.00) clothing and shoe allowance each fiscal year.
- B. All receipts must be submitted no later than the end of the month following the date the expense was incurred and will be paid in the next available pay period.
- C. All receipts must be submitted no later than May 1<sup>st</sup> each fiscal year.
- D. All employees shall be required to wear agency approved uniforms.

### 19.6 School Personnel Responsibilities

- A. School personnel shall not be assigned clerical responsibilities by school administrators, such as pupil attendance and tardiness monitoring, tardy classroom passes, lunch room orders for tardy students, or any other task not deemed related to the operation of the health room in collaboration with the Agency Administration.
- B. School late openings or early closings shall be determined by the Board of Education Administrator.
- C. Each School nurse shall be responsible for maintenance of the health room supply account budget, ordering and inventory of supplies in their school.
- 19.7 The Town of Berlin shall reimburse each nurse annually for the State nursing license fee.
- 19.8 The Town shall furnish each home care employee with a cell phone to be used for agency business and any other Town business.

# Article 20 ACCESS TO INFORMATION

The Town agrees to provide to the Union upon adequate notice, materials and information pertinent to the proper administration of this Agreement or its successors.

# Article 21 EMPLOYEE REVIEW OF OFFICIAL PERSONNEL RECORDS

- 21.1 Employees desiring to review their otlicial personnel records will be permitted to do so by scheduling an appointment with the Director of Human Resources.
- 21.2 The employee will be afforded the opportunity to put on record any statement she wishes to make about unfavorable information contained in the official records. Any statement must be submitted within thirty (30) calendar days of receipt of correspondence per Paragraph 21.3 below. It is further agreed that any material, which has not been disclosed to the employee, cannot be used as a basis for disciplinary action.

21.3 Copies of all materials placed in the employee's file, subject to applicable laws, shall be given to the employee. No material shall be added to the employee's file without her knowledge.

### Article 22 NO STRIKES OR LOCKOUTS

- 22.1 The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, work stoppages, mass absenteeism, mass resignation or other concerted activities or similar forms of interference with the operations of the Town. Any or all employees participating in such strikes or other prohibited activity described above in this Article shall be subject to appropriate disciplinary action by the Town, up to and including discharge.
- 22.2 The Town agrees that it will not lockout the employees during the term of this Agreement.

### Article 23 HEALTH AND SAFETY

23.1 The Union may designate a representative on the Town's Safety Committee.

# Article 24 TUITION AND EDUCATION REIMBURSEMENT

- 24.1 The Town agrees to provide bargaining unit members with financial reimbursement for job and/or career related training, certifications relevant to the position, or education within the following parameters:
  - A. Prior approval for the course, training/certification program or seminar must be requested by the bargaining unit member through the Town Manager.
  - B. Such education, certification, or training must be directly related to member's current job, or a specific future promotional opportunity that may occur within the Town. Promotional opportunities need not be limited to bargaining unit positions, but must be related to positions currently existing with the Town or those that the Town clearly intends to establish.
  - C. The rate of reimbursement shall be fifty percent (50%) of tuition or costs of the course, Books, fees, transportation and miscellaneous expenses are excluded. There shall be a \$2,000 limit pro-rated per year based on the number of participants each year.

- D. In order to receive reimbursement, the member must present to the Town Manager:
  - 1) Evidence of tuition payment in full.
  - 2) Evidence of satisfactory completion of the course, with a grade of "B" or a pass in instances where a course is offered on a pass/fail basis.
- E. All such education and/or training must occur during non-duty hours unless approval is received in advance by the Director and Town Manager.
- F. Information regarding minimum educational requirements for existing Town positions and possible future Town positions will be made available to any member by appointment with the Town Manager. Such information shall be used by the Town Manager and bargaining unit members to determine the feasibility of any intended tuition reimbursement request.
- 24.2 State Licensure Regulations that require twelve (12) hours of In-Service Competency Assessment shall be accomplished annually. The materials will be developed by the Supervisor of Clinical Services on an annual basis and rotated among staff members on a monthly basis. The Home Care staff shall accomplish this requirement in their assigned month during their normal work day. The School staff shall be allotted up to twelve (12) hours, at their convenience, during their assigned month to accomplish this requirement. The School staff shall be paid up to twelve (12) additional hours above their regular hours of pay, if so used, at their straight time home care rate of pay. If Home Care staff are unable to complete their in-service in the assigned month, they shall be allotted the time to accomplish the in-service in a later month.

# Article 25 PART TIME EMPLOYEES

- 25.1 Permanent part-time employees shall be entitled to all rights and benefits contained in this Agreement with the following limitations:
  - A. Participation in the insurance benefit plan set forth in Article IX of this Agreement is limited to employees working at least thirty (30) hours per week and their dependents.
  - B. Employees shall be granted all benefits provided herein with such benefits prorated, based on the employee's workweek of thirty seven and a half (37.5) hours.
  - C. An employee who would normally be scheduled to work on a holiday shall be paid for such holiday, but shall not receive holiday pay if such day would not normally fall within the employee's work schedule.

# Article 26 COMPENSATION STEP SCHEDULE

- All employees shall advance to their applicable step annually on July 1<sup>st</sup> until reaching Step 4. Employees shall be advanced to the 6<sup>th</sup> year, 8<sup>th</sup> year and 10<sup>th</sup> year steps on the July 1<sup>st</sup> immediately following their 6<sup>th</sup>, 8<sup>th</sup> and 10<sup>th</sup> anniversary.
- 26.2 New employees shall be placed in the "Entry" step and shall remain in that step for one (1) calendar year, after which time they shall be advanced to Step 1, and subsequently follow procedure I above.
- 26.3 Current employees promoted to the next classification shall be placed on their same step, but in the higher pay grade. Employees promoted to a classification higher than the next classification in sequence shall be placed on "Entry" step of the higher pay grade, provided the increase is at least equivalent to a step in the higher class.

# Article 27 DURATION

- 27.1 This Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues and neither party shall be required during the term hereof to negotiate or bargain upon any issue whether it is covered or is not cove red in this Agreement.
- 27.2 This Agreement shall continue from the 1st day of July, 2018 until midnight on the 30<sup>th</sup> day of June, 2021.
- 27.3 If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

| day of, 2022.          | have caused their names to be signed on this  |
|------------------------|---|
| FOR THE TOWN OF BERLIN | FOR CONNECTICUT HEALTH CARE ASSOCIATES, Unit #20  President, CHCA President, WUHHCE  Co-chair, Unit #20 |
|                        | Co-chair, Unit #20  |
|                        | Secretary, Unit #20   |

APPENDIX A

|                          |    |           | A STEE | AFFEINDIA A            | A .    |       |       |       |       |       |           |
|--------------------------|----|-----------|--------|------------------------|--------|-------|-------|-------|-------|-------|-----------|
|                          |    |           | 7-1-21 | 7-1-21 through 6-30-24 | -30-24 |       |       |       |       |       |           |
|                          | FY | As of     | Entry  | 1st                    | 2nd    | 3rd   | 4th   | 6th   | 8th   | 10th  | Increases |
| SCHOOL HEALTH AIDES      | 22 | 7/1/2021* | 17.88  | 18.57                  | 19.21  | 19.83 | 20.45 | 21.40 | 22.30 | 23.18 | 2.25%     |
|                          | 23 | 7/1/2022  | 18.28  | 18.99                  | 19.64  | 20.28 | 20.91 | 21.88 | 22.80 | 23.70 | 2.25%     |
|                          | 24 | 7/1/2023  | 18.69  | 19.42                  | 20.08  | 20.74 | 21.38 | 22.37 | 23.31 | 24.23 | 2.25%     |
|                          |    |           |        |                        |        |       |       |       |       |       |           |
| HOME HEALTH AIDES        | 22 | 7/1/2021* | 19.07  | 19.79                  | 20.45  | 21.05 | 21.84 | 22.81 | 23.62 | 24.45 | 2.25%     |
|                          | 23 | 7/1/2022  | 19.50  | 20.24                  | 20.91  | 21.52 | 22.33 | 23.32 | 24.15 | 25.00 | 2.25%     |
|                          | 24 | 7/1/2023  | 19.94  | 20.70                  | 21.38  | 22.00 | 22.83 | 23.84 | 24.69 | 25.56 | 2.25%     |
|                          |    |           |        |                        |        |       |       |       |       |       |           |
| SCHOOL NURSE             | 22 | 7/1/2021* | 34.22  | 35.21                  | 36.22  | 37.21 | 38.23 | 39.18 | 40.20 | 41.21 | 2.25%     |
|                          | 23 | 7/1/2022  | 34.99  | 36.00                  | 37.03  | 38.05 | 39.09 | 40.06 | 41.10 | 42.14 | 2.25%     |
|                          | 24 | 7/1/2023  | 35.78  | 36.81                  | 37.86  | 38.91 | 39.97 | 40.96 | 42.02 | 43.09 | 2.25%     |
|                          |    |           |        |                        |        |       |       |       |       |       |           |
| HOME CARE RN             | 22 | 7/1/2021* | 38.18  | 39.33                  | 40.47  | 41.70 | 42.95 | 44.19 | 45.54 | 46.87 | 2.25%     |
|                          | 23 | 7/1/2022  | 39.04  | 40.21                  | 41.38  | 42.64 | 43.92 | 45.18 | 46.56 | 47.92 | 2.25%     |
|                          | 24 | 7/1/2023  | 39.92  | 41.11                  | 42.31  | 43.60 | 44.91 | 46.20 | 47.61 | 49.00 | 2.25%     |
|                          |    |           |        |                        |        |       |       |       |       |       |           |
| SENIOR CLINICAL NURSE    | 22 | 7/1/2021* | 40.47  | 41.69                  | 42.89  | 44.19 | 45.54 | 46.85 | 48.27 | 49.69 | 2.25%     |
|                          | 23 | 7/1/2022  | 41.38  | 42.63                  | 43.86  | 45.18 | 46.56 | 47.90 | 49.36 | 50.81 | 2.25%     |
|                          | 24 | 7/1/2023  | 42.31  | 43.59                  | 44.85  | 46.20 | 47.61 | 48.98 | 50.47 | 51.95 | 2.25%     |
|                          |    |           |        |                        |        |       |       |       |       |       |           |
| SCHOOL NURSE COORDINATOR | 22 | 7/1/2021* | 36.28  | 37.33                  | 38.39  | 39.44 | 40.53 | 41.53 | 42.62 | 43.68 | 2.25%     |
|                          | 23 | 7/1/2022  | 41.38  | 42.63                  | 43.86  | 45.18 | 46.56 | 47.90 | 49.36 | 50.81 | 2.25%     |
|                          | 24 | 7/1/2023  | 42.31  | 43.59                  | 44.85  | 46.20 | 47.61 | 48.98 | 50.47 | 51.95 | 2.25%     |
|                          |    |           |        |                        |        |       |       |       |       |       |           |

Employees advance to 6th, 8th, & 10th year steps on July 1st immediately following their 6th, 8th, & 10th anniversary. \* Effective retroactive to July 1, 2021.

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APPENDIX B VACATION CONVERSION SCALE

| 4 WEEKS             | 20          | 19.5      | 18.5          | 17.5           | 17               | 16                | 15             | 14.5          | 13.5           | 12.5           | 12            | 11               | 10             | 9.5           | 8.5             | 7.5             | 7            | 9             | S           | 4.5         | 3.5        | 2.5         | 2          | 1         |
|---------------------|-------------|-----------|---------------|----------------|------------------|-------------------|----------------|---------------|----------------|----------------|---------------|------------------|----------------|---------------|-----------------|-----------------|--------------|---------------|-------------|-------------|------------|-------------|------------|-----------|
| 3 WEEKS             | 15          | 14.5      | 14            | 13.5           | 12.5             | 12                | 11.5           | 11            | 10             | 9.5            | 6             | 8.5              | 7.5            | 7             | 6.5             | 9               | 5            | 4.5           | 4           | 3.5         | 2.5        | 2           | 1.5        | 1         |
| 2 WEEKS             | 10          | 10        | 9.5           | 6              | 8.5              | 8                 | 7.5            | 7.5           | 7              | 6.5            | 9             | 5.5              | 5              | 5             | 4.5             | 4               | 3.5          | 3             | 2.5         | 2.5         | 2          | 1.5         | 1          | 0.5       |
| RATE                | 1:00        | 0.9583    | 0.9167        | 0.8750         | 0.8333           | 0.7917            | 0.7500         | 0.7083        | 0999.0         | 0.6250         | 0.5833        | 0.5417           | 0.5000         | 0.4583        | 0.4167          | 0.3750          | 0.3333       | 0.2817        | 0.2500      | 0.2083      | 0.1666     | 0.1250      | 0.0833     | 0.0417    |
| ANNIVERSARY<br>DATE | July 1 - 15 | July16-31 | August 1 - 15 | August 16 - 31 | September 1 - 15 | September 16 - 30 | October 1 - 15 | October 16-31 | November 1 -15 | November 16-30 | December 1-15 | December 16 - 30 | January 1 - 15 | January 16-31 | February 1 - 14 | February 15 -29 | March 1 - 15 | March 16 - 31 | April 1 -15 | April 16-30 | May 1 - 15 | May 16 - 31 | June 1- 15 | Junel6-30 |

### APPENDIX C MEDICAL INSURANCE COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this day of February, 2017, by and between the Town of Berlin (the "Town") and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UE Local 222, CILU/CIPU, CILU#52); Berlin White Collar Employees (UE Local 222, CILU/CIPU, CILU#28); Home Care and School Health Care Workers of Berlin Unit#20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); Berlin Middle Management Association; and Berlin Police Union (Fraternal Order of Police Lodge 56).

WHEREAS, the Town and the Unions wish to have a single health benefit plan for all Town employees;

WHEREAS, the parties wish to enter into a Medical Insurance Coalition Agreement (hereinafter "MICA") in an effort to control rising insurance costs;

WHEREAS, a description of the 2017-2021 MICA insurance plan is attached hereto as Exhibit A; and

WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

- The updated MICA agreement effective July 1, 2017 shall replace the existing coalition health insurance provisions from the 2014-2017 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2017.
- MICA shall remain in effect from the date of the execution of this agreement until July 1, 2021
- If by June 30, 2021, no party seeks a change in the insurance plan that is in effect at the
  time of the execution of this agreement, the Town and a representative of each of the
  unions named above shall negotiate to develop a successor insurance plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 8 of February 2017.

TOWN OF BERLIN

BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52

BERTIN WHITE COLLAR EMPLOYEES, UE LOCAL 222-CILU/CHO, CILU #28

HOMECARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME

BERLIN MIDDLE MANAGEMENT ASSOCIATION

THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

### TOWK OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

### **OPTION 1: Century Preferred PPO:**

### no change in current plan design

In-Network:

Hospital Co-pay

Outpatient Surgery Co-pay

Emergency Room Co-pay

Urgent Care

Office Co-pay (Prev/Sick/Specialist)

Maximum

Out-of-Network:

Deductible (Ee/Ee+Sp/Family)

80% Coins to OOP

Lifetime Maximum

Dependent Child Age

Prescription Drug:

Retail Co-pay

Mail Order Co-pay

Maximum

Formulary

Employee Cost

\$100 Co-pay

\$100 Co-pay

\$100 Co-pay

\$25 Co-pay

\$0 / \$20 / \$20 Co-pay

unlimited

\$200 / \$400 / \$500 Deductible

\$1000 / \$2000 / \$2500 OOP

\$1,000,000

To age 26

Managed Drug Plan

\$10 /\$25/\$40 Co-pay

\$20 / \$50 / \$80 for 90 days.

No annual maximum

3 Tier Formulary Plan

### RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

| Vision:                  | Blue View Vision Plan BVMO |
|--------------------------|----------------------------|
| Dental:                  | Full                       |
| Rider A. B. C & D        | Yes                        |
| Dependent Child Coverage | To age 26                  |

### EMPLOYEE PREMIUM COST SHARES

| Century             | Preferred PPO                                      |
|---------------------|--|
| Plan Year 2017-2018 | 20% Employee Cost Share<br>80% Employer Cost Share |
| Plan Year 2018-2019 | 23% Employee Cost Share<br>77% Employer Cost Share |
| Plan Year 2019-2020 | 25% Employee Cost Share<br>75% Employer Cost Share |
| Plan Year 2020-2021 | 27% Employee Cost Share<br>73% Employer Cost Share |

## YOWN OF BERLIN MEDICAL PROGRAM

July 1, 2017 - June 30, 2021

### OPTION 2: High Deductible Plan & HSA:

\$2,000/\$4,000 High Deductible plan with HSA.

All Well Visits provided at no cost to the participant without impact on deductible. Managed Rx with co-pays after deductible is met.

### **Health Savings Account Funding:**

Plan Year 2017-2018

Town Funds 100% of Deductible 50% in July 2017 50% in December 2017

During the initial year, if an employee has a medical situation that incurs an expense beyond the balance of their deductible prior to January 1, 2018, the Town will fund the remaining portion of the deductible early to accommodate the employee's need to pay the expense.

| Plan Year 2018-2019 | Town Funds 50% of Deductible on July 1st |
|---------------------|--|
| Plan Year 2019-2020 | Town Funds 50% of Deductible on July 1st |
| Plan Year 2020-2021 | Town Funds 50% of Deductible on July 1st |

### RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

| Vision:                  | Blue View Vision Plan BVMO |  |  |  |  |  |
|--------------------------|----------------------------|--|--|--|--|--|
| Dental:                  | Full                       |  |  |  |  |  |
| Rider A, B, C & D        | Yes                        |  |  |  |  |  |
| Dependent Child Coverage | To age 26                  |  |  |  |  |  |

### **EMPLOYEE PREMIUM COST SHARES**

| High Deduc          | tible with H,S.A.                                  |
|---------------------|--|
| Plan Year 2017-2018 | 16% Employee Cost Share<br>84% Employer Cost Share |
| Plan Year 2018-2019 | 16% Employee Cost Share<br>84% Employer Cost Share |
| Plan Year 2019-2020 | 17% Employee Cost Share<br>83% Employer Cost Share |
| Plan Year 2020-2021 | 17% Employee Cost Share<br>83% Employer Cost Share |

### Town of Den in Medical Program

July 1, 2017 - June 30, 2021

### **WELLNESS INCENTIVE**

The Town will continue to offer a Wellness Incentive that provides a monetary incentive to employees who participate in the program. In order to be eligible, employees and their participating dependents must have completed all of their age appropriate screenings and have their physician certify completion of those screenings.

| Plan Year 2017-2018 | \$100 Single Option \$200 Employee plus One Option \$300 Family Option       |
|---------------------|--|
| Plan Year 2018-2019 | \$200 Single Option<br>\$300 Employee plus One Option<br>\$500 Family Option |
| Plan Year 2019-2020 | \$200 Single Option<br>\$300 Employee plus One Option<br>\$500 Family Option |
| Plan Year 2020-2021 | \$200 Single Option<br>\$300 Employee plus One Option<br>\$500 Family Option |

Employees participating in the High Deductible H.S.A. plan can elect to have their wellness incentive benefit deposited directly into their Health Sovings Account

### INSURANCE WAIVER BENEFIT

Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere, an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of such health insurance and dental coverage, such employee may receive on an annual basis the following amounts (paid quarterly):

Individual Coverage: \$500, Employee Plus One: \$1.800, Family: \$2.500

If in any year of this agreement, the insurance premium increases more than 10%, the Coalition Agreement may be opened to re-evaluate premium cost shares.

<sup>\*</sup> Employees who elect to waive coverage and receive the In Lieu of Premium will not be eligible to enroll in benefits (or the Wellness Incentive) until open enrollment unless he she has a qualifying event as defined in the federal regulations and which allows for changes midyear. At which point, the Waiver would discontinue.

### APPENDIX D SIDE LETTER REGARDING HEALTH INSURANCE

In conjunction with the ratification of the collective bargaining agreement ("Agreement") between the Town of Berlin ("Town") and the Home Care and School Health Care Workers of Berlin, Unit #20, Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, American Federation of State, County and Municipal Employees, effective July 1, 2018 through June 30, 2021, the Town and the Union agree as follows:

If the Town receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

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

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

August 31, 2022

SUBJECT: Additional Funding Appropriation for the YMCA Daycare Facility

Use Projects at Hubbard and McGee Schools for Additional Work

### **Summary of Agenda Item:**

In April 2022, Town Council approved the lease agreements and bid award for the YMCA daycare projects at McGee and Hubbard Schools. During May and June of 2022, permitting, paperwork, and preconstruction work was performed to prepare for project commencement once the school year ended and students were no longer utilizing the spaces within the schools.

As the project evolved since the inception and initial discussions during late 2020, there have been many components, layers and parties becoming involved in bringing the project forward for approval and construction. With this being a unique joint project, there have been many factors brought forth during approval along with unforeseen items, changes, and late items being revealed while the project has been underway, as information was brought forth by the YMCA and the General Contractor to the Berlin Board of Education and the Town of Berlin related to programmatic needs and change order work outside of the plans and specifications.

Although there have been some delays and the completion dates have been pushed back, all parties remain committed to successfully completing the project as planned. Upon project completion, a summary and reconciliation will be provided for the project file and records should any other updates, documentation or amendments be required for closeout.

The YMCA will be issuing additional payments in the form of checks to the Town of Berlin up to \$45,000 for additional abatement, outdoor fencing and change order work outside of the plans and specifications. The scope and cost of proposed additional work is not yet finalized other than abatement, which was performed, but allowance approvals are being requested due to the time frame and process to keep the project moving forward

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

**DATE:** August 29, 2022

SUBJECT: Discussion about Applying for a Round 2 Connecticut Community Challenge

Grant

### **Summary of Agenda Item:**

The Connecticut Department of Economic and Community Development has issued a Notice of Funding Availability (NOFA) for Round 2 of the Connecticut Community Challenge Program. This is a \$100 million State grant program and grants will be awarded in two rounds. The second funding round applications are due October 7. The grant program requires a local match of 50% provided by local or private sources. Grant size is \$1 -\$10 million. The NOFA says that successful projects will likely include multiple of the below elements:

- Transit-oriented development that densifies commercial and/or residential land uses near transit hubs,
- Downtown / major hub development that improves or reuses existing property (Brownfields remediation may be a component of such application)
- Essential infrastructure that facilitates future development
- Housing to support affordability, accessibility, and local workforce,
- Mobility improvements that increase connectivity to transit and promotes economic activity, including pedestrian, ADA, and bicycle improvements
- Public space improvements that provide amenities to the community, including open spaces, public art projects, wayfinding, and lighting and safety improvements

The Town applied for a grant in Round 1 of the Community Challenge Grant program but did not receive funding because the project did not meet the minimum equity requirement. For this grant program, equity can come from the Town, developers, and non-profit entities but debt is not considered equity. The planned project scope is as follows, and I have indicated items that were part of the Round 1 application and items that would be new to the Round 2 application:

- Development by Newport Realty Group of 10 additional mixed-income housing units, 5 affordable, at 848 Farmington Avenue (Newport Center) across from the Train Station (included in Round 1 application).
- In cooperation with Newport Realty Group, the Kensington Fire Department and the Berlin Land Trust, improvement of access and trails at the rear of 848 Farmington Avenue including building a bridge over the swale at the rear of the 848 Farmington Avenue parking area. These improvements are shown as items 1, 2 and 3 on the concept

plan for open space attachment. This project element will require easements to provide public access to the unified area (included in Round 1 application) and the repaying a portion of the Kensington Fire Department driveway and parking lot as previously approved by the Town Council (new to Round 2 application).

- A project of Berlin Board of Education and the Meriden, New Britain, Berlin YMCA as
  previously approved by the Town Council to locate YMCA daycare programs at McGee
  Middle School and Hubbard Elementary School and to enhance the Board of Education's
  Transition Academy program located in the YMCA owned building at 362 Main Street
  (new to Round 2 application).
- Construction of sidewalks on Langdon Court if the sidewalks can't be funded in the
  ongoing sidewalk bid process and if staff can adequately justify that these sidewalks are
  related to other project elements.

Staff is working with all partners involved in this proposed project to refine the proposal and to develop cost estimates and identify sources of the required 50% local match. A preliminary project budget follow:

# Preliminary Project Budget Community Challenge Grant Round 2, grant request \$1,000,000

10 Added units at Newport Center, 5 affordable

Newport Equity

\$270,000

Newport Debt

\$1,060,000

Grant to Newport Project

\$576,090

Town/YMCA Project

Town rent during buildout

(\$3000/month/assume 6 months) - equity

\$18,000

YMCA buildout in Schools

Equity

\$300,000+

Note: Town staff is administering the renovation project

Town/YMCA buildout of YMCA Building

Equity

**TBD** 

YMCA did a new furnace and other renovations

Other improvements planned

Grant for 362 Main Street

\$373,910

Other improvements for Transition Academy may include:

- 1. Paving outdoor parking lot
- 2. Landscaping outdoors spaces
- 3. Outdoor furniture

- 4. Remodel kitchen in front room (flooring, cabinets and add a stove)
- 5. Remove small sinks and cabinets in main room and add storage closets/cabinets
- 6. Replace cabinets where medical supplies are kept
- 7. Install AC in the entire building. The back room is the only room with central air.
- 8. Copier machine
- 9. New floor in hallway, main room and back room.

Open space trails & bridge at rear Newport Center & KFD

\$25,000 Equity (land) \$80,000 Equity (Town reconstruction of KFD lot) Grant \$50,000

Staff will report back to the Town Council with a more defined project scope at a future meeting and will ask for authorization to apply for the grant.

### **Actions Needed:**

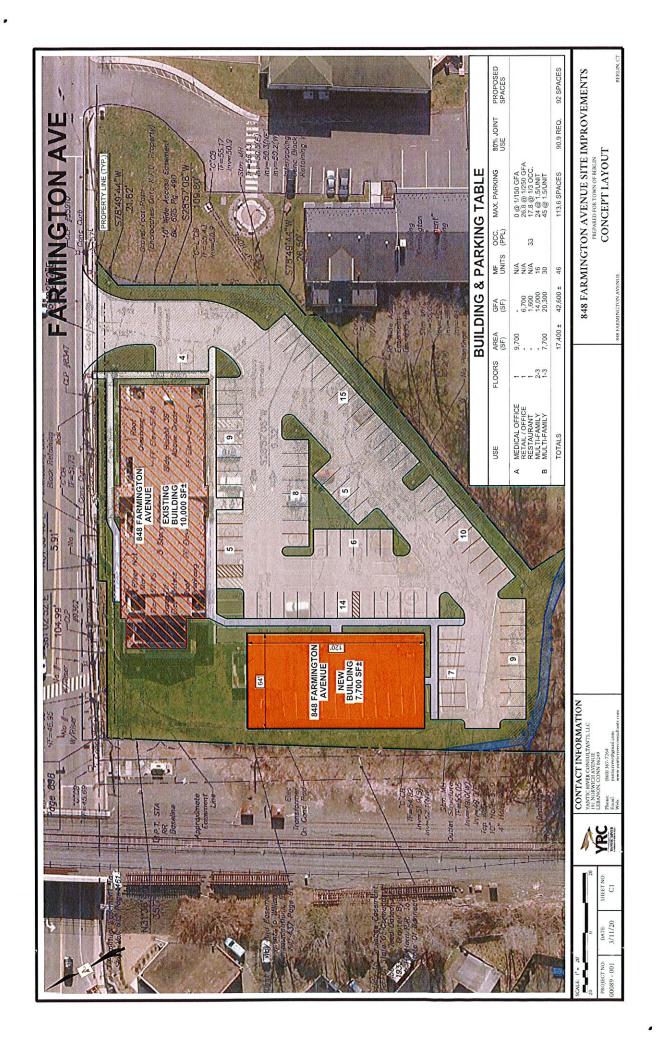
### None

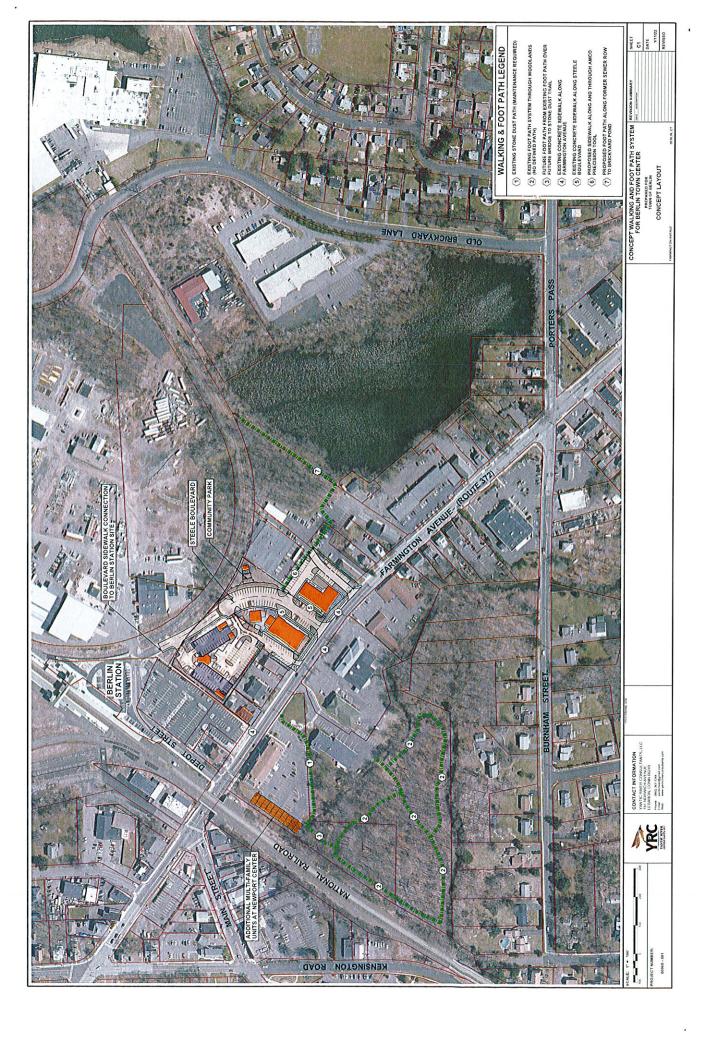
### Attachments:

- 1. Site plan concept for added residential units at Newport Center.
- 2. Concept plan for open space connections and improvements.

### Prepared By:

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





towards completion. The Monies received from the YMCA will be received into account 500.00.0000.6.45501.00000 Other Receipts and appropriated to account 500.35.3561.0.54000.00368 School modifications-YMCA Daycare.

Approval is being requested to utilize State of Connecticut DAS Contract No. 19PSX0136 and authorize Cornerstone Fence of Meriden, Connecticut to install fencing for outdoor daycare play areas at Hubbard and McGee School up to \$20,000 pending local review and approval.

Approval is being requested to increase the contract with LINK General Contracting of Tariffville, CT by \$15,600 bringing the new contract amount to \$361,440. The remaining \$9,400 is to cover the shared cost of abatement at McGee School in which Department 61, School Expenses, covered the remaining \$9,400 as a betterment to the school after discussions with Corporation Council.

### **Action Needed:**

Move to receive additional construction funds of up to \$45,000 from the YMCA into Other Receipts and appropriate to School Modifications- YMCA Daycare.

Move to utilize State of Connecticut DAS Contract No.19PSX0136 and authorize Cornerstone Fence of Meriden, CT to install outdoor fencing for YMCA daycare play areas at Hubbard and McGee Schools at a cost of up to \$20,000 pending local review and approval.

Move to approve an increase of the construction contract with LINK General Contracting of Tariffville, CT by \$15,600 to an amount not to exceed \$361,440.

### **Attachments:**

None

Prepared By:

Douglas Solek, Director of Facilities July Jeffrey Cugno, Director of Operations, Berlin Board of Education