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Meeting ID: 844 2696 4172

Passcode: 692201

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

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, December 13, 2022
Town Council Chambers
Remote Meeting
7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. AUDIENCE OF CITIZENS
- E. MAYOR'S UPDATE
- F. MEETING AGENDA – Immediately Following the Mayor's Update
- G. CONSENT AGENDA:
 - 1. Topic re: Accept monetary donations totaling \$55.00 and deposit \$50.00 into the John Day donation fund for the libraries greatest need and deposit \$5.00 into the library agency account. Also accept the donation of books with an approximate value of \$128.97 to be added to the appropriate department collection and a used wheelchair with an approximate value of \$250.00 to be used in emergencies to aid patrons to their cars. – Berlin-Peck Memorial Library
 - 2. Topic re: Approve accepting a 6' or 8' Sterling Bench from Barco Products \$1,000 - \$2,000 with a 3" X 10" plaque to be placed at Pistol Creek in memory of Rob and Linda Kielbowicz. – Parks and Recreation
 - 3. Topic re: Appropriate a \$1,000 Supporting Arts Grant to the Supporting Arts Grant Account, pending approval by the Board of Finance. – Economic Development
 - 4. Topic re: Approve a tax abatement for Leone Realty and Development for the renovation of 63 Fuller Way of 50% in year 1, 40% in year 2, and 30% in year 3 per the town's tax abatement policy. - Economic Development

H. REPORTS

Visiting Nurses Association (VNA)

I. NEW BUSINESS:

1. Topic re: The Town of Berlin authorizes the solicitation of bids for a consultant, for the purposes of completing, submitting and administering a grant application for the Community Development Block Grant Program. If the Grant is approved, the Berlin Housing Authority will be the sub-recipient of those grant monies, subject to review and approval of Corporation Counsel. – Housing Authority
2. Topic re: Authorize the Town Attorney to enter into discussions with Pullman Comley, attorney representing the Berlin Housing Authority, to prepare documents to facilitate transfer of title and ground lease execution for parcels of land at 143 Percival Avenue, known as the Knights of Columbus property, along with land left over from the construction of the Percival Park Soccer Fields and to authorize the Town Manager to extend the Option Agreement between the Town of Berlin and the Berlin Housing Authority until March 30, 2023, to facilitate the transfer of title process. – Housing Authority
3. Topic re: Authorize the Town Manager to waive fees associated with the Knights of Columbus project. – Housing Authority
4. Topic re: Authorize the Town Manager to enter into negotiations with the Berlin Housing Authority for a new cooperation agreement to include the addition of the Knights of Columbus property. – Housing Authority
5. Topic re: Update to Town Council regarding Demore, Dinda, Bittner Jr. Memorial Pool. – Parks and Recreation Commission
6. Topic re: Approve and authorize the Town Manager to enter into a contract with the Berlin Middle Management Association from July 1, 2022 through June 30, 2025. – Human Resources
7. Topic re: Approve and authorize the Town Manager to enter into an Extension of Employment Agreement with Chief of Police, Matthew McNally, from November 1, 2022 – October 31, 2026. – Human Resources
8. Topic re: Authorize the Town Manager to Request Proposals to study the three Water/Sewer Districts in the Town of Berlin. – Water Control
9. Topic re: Utilize various State, National and Consortium purchasing contracts and approve purchase orders up to \$25,000 as needed in Departments 38 Public Buildings and 61 School Expenses, contractual services accounts without exceeding the account balances during fiscal year 2023 for the following vendors: Matson Rugs, John Boyle, McBride Carpets, M. Frank Higgins, Dalene Flooring, Greenwood Industries, Northeast Interior Systems, KMK Insulation, Disaster Restoration Services, and Encore Holding. – Facilities

10. Topic re: Utilize Omnia Partners National Agreement EV2370 and approve the purchase of Chromolox heat trace cable to replace the cable within the gutters and downspouts and associated accessories at Town Hall from Graybar Electric of Wallingford, CT for an amount not to exceed \$36,258 which includes a 10 percent project contingency. – Facilities
11. Topic re: Award Contract No. 2023-08 for Construction Management Services on the Emma Hart Willard Elementary School HVAC Project to Newfield Construction Group LLC of Hartford, CT in an amount not to exceed \$934,625. – Public Works
12. Topic re: Authorize the Town Manager to accept the attached bid results for the Equipment Rental Contract (#2023-10) and utilize the services of: JV III Construction, Earth Contractors, Staxx Construction Services, Cariati Developers, Inc., and Valli Construction, Inc. when issuing future purchase orders to one or more Firms, depending on vendor availability and cost-effectiveness, through December 31, 2024. – Public Works
13. Topic re: Extend Contract #2021-03 (Scrap Metal Disposal), with Calamari Recycling Company, Inc. of Essex, CT through December 31, 2024. – Public Works
14. Topic re: Approve utilizing the State of Connecticut Department of Administrative Services Contract Number 22PSX0010 for Bituminous Concrete through April 30, 2024, or to a new expiration date as extended by the State. – Public Works
15. Topic re: Set a public hearing on January 3, 2022, at 6:45 PM at the Town Council Chamber for the purpose of receiving both written and oral comments concerning new text to Chapter 16 – Taxation and Finance – to increase the bid threshold for the purchase of goods and services to \$25,000 and the criteria for bid waivers. – Town Manager
16. Topic re: Approve the adoption of the Town Council Meetings Calendar for 2023 and January of 2024. – Town Council

J. APPOINTMENTS:

1. **Board of Ethics - Alternate – Vacancy** - Term would be until January 31, 2025. Can only be filled with a D or U.
2. **Commission for Persons with Disabilities – Vacancy** - Term would be until January 31, 2023. Can be filled with a D, R or U.
3. **Conservation Commission - Alternate – Vacancy** - Term would be until January 31, 2026. Can be filled with a D, R or U.
4. **Constables – Vacancy** - Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
5. **Constables – Vacancy** - Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).

6. **Constables – Vacancy** - Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
7. **Historic District Commission – Vacancy** - New term would be until January 31, 2027. Can be filled with a D, R or U.
8. **Inland Wetlands & Water Courses Commission – Vacancy** – Term will be until January 31, 2024. Can be filled with a D or U.
9. **Parks and Recreation Commission – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R, or U.
10. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would expire on June 30, 2023. Can be filled with a D, R or U. There are only two members from Berlin for this board.
11. **Planning and Zoning Commission** – Vacancy – Term will be until January 31, 2027. Can be filled with D, R, or U.
12. **VNA – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R or U.
13. **Water Control Commission –Alternate - Vacancy** -New term would be until January 31, 2023. Can be filled with a D, R or U
14. **Water Control Commission –Alternate - Vacancy** -New term would be until January 31, 2023. Can be filled with a D, R or U
15. **Water Control Commission – Alternate - Vacancy** - New term would be until January 31, 2024. Can only be filled with a D or U if both of the above are R.
16. **Zoning Board of Appeals - Alternate – Vacancy** – Term would be until January 31, 2024. Can be filled with D, R, or U.

K. TOWN MANAGER’S REPORT:

L. SPECIAL COMMITTEE REPORTS:

M. COUNCILORS’ COMMUNICATION:

N. ACCEPTANCE OF MINUTES: November 15, 2022
 November 29, 2022

O. EXECUTIVE SESSION:

1. Real Estate – C.G.S.S. Sec. 1-200 (6) (D) discussion of the selection of a site, sale or purchase of real estate by the Town – Chamberlain Highway
2. Collective Bargaining – C.G.S.S. Sec, 1-210 (9) Records, reports and statement of strategy or negotiations – Police defined benefit pension.

P. ADJOURNMENT

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: December 2, 2022

SUBJECT: Accept Library Donations

SUMMARY:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	50.00	John Day donation fund	greatest need	Susan Howell
	5.00	Small donation	not specified	Various patron
	55.00			
Equip/Merch	128.97	Books	add to collection	Various patrons
	250.00	Used wheelchair	aid patrons in emergencies	Prince of Peace Lutheran Church
	378.97			

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

ACTION NEEDED:

Move to accept monetary donations totaling \$55.00 and deposit \$50.00 into the John Day donation fund for the libraries greatest need and deposit \$5.00 into the library agency account.

Move to accept the donation of books with an approximate value of \$128.97 to be added to the appropriate department collection and a used wheelchair with an approximate value of \$250.00 to be used in emergencies to aid patrons to their cars.

ATTACHMENTS:

None


PREPARED BY:

Kimberly McNally, Director

Consent

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: November 29, 2022

SUBJECT: Bench and plaque donation in memory of Rob and Linda Kielbowicz – Pistol Creek

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, November 10, 2022 recommended accepting a donation of a 6' or 8' Sterling Bench from Barco Products valued at \$1,000 - \$2,000, as well as a 3" X 10" plaque valued at \$250. The bench is to be placed at Pistol Creek, near the new unleashed dog area in memory of Rob and Linda Kielbowicz. The Parks and Grounds Department is in favor of this bench from Barco Products.

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

ACTION NEEDED:

Move to approve accepting a 6' or 8' Sterling Bench from Barco Products \$1,000 - \$2,000 with a 3" X 10" plaque to be placed at Pistol Creek in memory of Rob and Linda Kielbowicz.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services 

Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 28, 2022

SUBJECT: Authorization to Appropriate a Supporting Arts grant from the Connecticut Office of the Arts

Summary of Agenda Item:

With Town Council authorization, staff applied for a Supporting Arts Grant from the Connecticut Office of the Arts within the Department of Economic and Community Development earlier in 2022. We received notice that the Town of Berlin has been awarded a \$1,000 grant from the program. Staff requests that the Town Council appropriate the grant to account 504.10.1017.0.53474.00000, Supporting Arts Grant, and to refer this matter to the Board of Finance for its approval. We will also match this amount with \$1,000 from the existing balance within the Promotion line item in the Economic Development Budget.

Action:

Move to appropriate a \$1,000 Supporting Arts Grant to the Supporting Arts Grant Account, pending approval by the Board of Finance.

Attachments:

Grant award letter

Prepared By:

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



Department of Economic and
Community Development
Office Of The Arts

November 2022

Congratulations! Attached are the grant documents for FY23 Supporting Arts Grant awarded to Town of Berlin/Berlin Arts Commission by the Connecticut General Assembly in the amount of \$ 1,000.00

Please carefully read the contract and all legal requirements contained therein. Note that the contractual grant period is from **October 1, 2022 – September 30, 2023** and that submission of a **final report of grant activities is required within 30 days (October 30th, 2023)** of the last day of the grant period.

To receive your award, we must receive a signed **grant contract**. In addition, your organization must be in compliance with reporting requirements for any other Department of Economic and Community Development ("DECD") grants in place. Payment will be delayed if any required information is omitted or is incomplete.

The attached grant contract also requires that, in any news release or printed item describing or promoting your organization's activities, credit must be prominently given to the Department of Economic and Community Development, Connecticut Office of the Arts, by displaying the words ***"with the support of the Department of Economic and Community Development, Office of the Arts, which also receives support from the National Endowment for the Arts, a federal agency."***

If you haven't done so, we urge you to enroll into the Office of the State Comptroller's (OSC) **Electronic Fund Transfer (EFT) Automated Clearing House (ACH) Program**. Entering into this Agreement will help to hasten the payment process. EFT applicants provide current, verifiable bank account information, and any such additional information as the OSC may require, by submitting a completed Electronic Funds Transfer ACH Election Form, available at: <https://www.osc.ct.gov/vendor/directdeposit.html>

If you have any questions, please email me at: lu.rivera@ct.gov

Thank you.

Lu Rivera, Grants Administrator
CT Office of the Arts

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: November 20, 2022
SUBJECT: Tax Abatement for Air Temp Mechanical Services
(Leone Realty and Development LLC)

Summary of Agenda Item:

Air Temp Mechanical Services and its owner Jeff Leone, purchased 63 Fuller Way and moved the business and its employees to Berlin. They have completed extensive renovations on the interior of the building as well as improved the exterior as well. The investment into improvements was \$700,000 which makes it eligible for a 3-year tax abatement. This abatement would be based on the increase in assessed value resulting from the real property improvements using the following schedule: 50% in year 1, 40% in year 2, and 30% in year 3 per the Town's tax abatement policy. The Economic Development Commission recommends that the Town Council approve the tax abatement for Air Temp/Leone Realty and Development.

Actions Needed:

Move to approve a tax abatement for Leone Realty and Development for the renovation of 63 Fuller Way of 50% in year 1, 40% in year 2, and 30% in year 3 per the town's tax abatement policy.

Attachments:

- 1) A copy of the tax abatement application
- 2) Estimated taxes and abated taxes
- 3) A copy of the letter to abutters

Prepared By: Christopher Edge, Economic Development Director 

Town of Berlin

Department of Economic Development

Tax Abatement Application

Name of Operating Company: Air Temp Mechanical Services, Inc.

Name of Parent Company (If applicable): _____

Name of Entity that will own the real estate: Leone Realty and Development, LLC

Mailing Address: 63 Fuller Way

Project Address (If applicable): _____

Phone Number: 860-628-1766 Email: Jeff@atastemp.com

Description of the business to be located in the facility including the types of products manufactured or distributed:

Mechanical Contractor - Service, Maintenance, Construction, Manufacturing, Electrical, Controls

Project Description – Please include square footage of building to be constructed or renovated, a general description of machinery and equipment and other personal property expected to be added to the grand list, expected project start and completion dates. Attach an additional sheet if needed.

The existing building is 35,000 sq ft, fit-out of 7,000 sq ft of office, 2000 sq ft training center, 12,000 sq ft of manufacturing and 14,000 sq ft of warehouse space, we have approximately 15 piece of manufacturing equipment. We have over 100 vehicles that will be added to the tax base. we will be completed on 11/30/2022.

Visit our Web Site <http://www.town.berlin.ct.us>

Town of Berlin, Connecticut • Chris Edge, Economic Development Director

Phone: 860-628-1766 • Fax: 860-628-1767 • Email: edgch@town.berlin.ct.us

Town of Berlin

Department of Economic Development

Estimated Value of Real Estate Improvements: \$700,000

Estimated Value of Additional Personal Property: \$2,500,000

Number of Jobs to be Retained in Berlin: 120

Number of Jobs to be Created: 30 to 40

Additional Details (If needed):

11/10/2022
Date


Signature of Company Representative

Visit our Web Site <http://www.town.berlin.ct.us>

Town of Berlin, Connecticut • Chris Edge, Economic Development Director
240 Kensington Road • Berlin, CT 06037 • (860) 828-7005 • Fax: (860) 828-7180 • Email: cedge@town.berlin.ct.us

PRO FORMA - LEONE REALTY AND DEVELOPMENT

Year	Estimated Assessm ent Increase	Mill Rate	Real Estate Taxes	Personal Property Taxes	Total Taxes	Tax Abatement	Net Taxes
1	304,500	33.93	\$ 10,332	\$ 15,498	\$ 25,829	\$5,868	\$ 20,663
2	304,500	34.27	\$ 10,435	\$ 15,653	\$ 26,088	\$4,174	\$ 21,914
3	304,500	34.61	\$ 10,539	\$ 15,809	\$ 26,348	\$3,862	\$ 23,187
4	304,500	34.96	\$ 10,645	\$ 15,967	\$ 26,612		\$ 26,612
5	304,500	35.31	\$ 10,751	\$ 16,127	\$ 26,878		\$ 26,878
6	304,500	35.66	\$ 10,859	\$ 16,288	\$ 27,147		\$ 27,147
7	304,500	36.02	\$ 10,967	\$ 16,451	\$ 27,418		\$ 27,418
8	304,500	36.38	\$ 11,077	\$ 16,615	\$ 27,692		\$ 27,692
9	304,500	36.74	\$ 11,188	\$ 16,782	\$ 27,969		\$ 27,969
10	304,500	37.11	\$ 11,300	\$ 16,949	\$ 28,249		\$ 28,249
11	304,500	37.48	\$ 11,413	\$ 17,119	\$ 28,532		\$ 28,532
12	304,500	37.85	\$ 11,527	\$ 17,290	\$ 28,817		\$ 28,817
13	304,500	38.23	\$ 11,642	\$ 17,463	\$ 29,105		\$ 29,105
14	304,500	38.62	\$ 11,758	\$ 17,638	\$ 29,396		\$ 29,396
15	304,500	39.00	\$ 11,876	\$ 17,814	\$ 29,690		\$ 29,690
16	304,500	39.39	\$ 11,995	\$ 17,992	\$ 29,987		\$ 29,987
17	304,500	39.79	\$ 12,115	\$ 18,172	\$ 30,287		\$ 30,287
18	304,500	40.18	\$ 12,236	\$ 18,354	\$ 30,590		\$ 30,590
19	304,500	40.59	\$ 12,358	\$ 18,537	\$ 30,896		\$ 30,896
20	304,500	40.99	\$ 12,482	\$ 18,723	\$ 31,205		\$ 31,205
Total			\$ 227,493	\$ 341,240	\$ 568,734	\$ 12,562	\$ 897,472.00

* Current assessment is \$1,270,500 - increase to \$1,575,000

November 22, 2022

Dear Berlin Property Owner,

The Town of Berlin Economic Development Commission has received an application pursuant to its Tax Partnership Program. This involves a phase in of increases in real property taxes resulting from the redevelopment of the building at 63 Fuller Way. The applicant, Leone Realty and Development has requested a 3-year tax abatement on the increase in assessment.

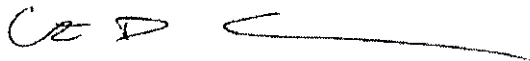
This tax abatement will not increase your taxes, but will give a growing firm a small tax abatement over the 3 years following the approval.

This matter is **scheduled** to be considered at the Town Council meeting on **Tuesday December 13th at Town Hall, 240 Kensington Road at 7:00 PM.** The meeting will also be broadcast on Zoom if you are unable to make it or unwilling to do so do the COVID pandemic. Details for the meeting can be found on the town's website at www.berlinct.gov.

I am providing you this notice because you are the owner of record of a nearby property. The Town Council has requested that all property owners within 500 feet of the subject property be notified that this application will be considered at the meeting on December 13th, 2022.

Please call me at 828-7005 if you have any questions in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read 'C D Edge', followed by a long horizontal line extending to the right.

Christopher D. Edge
Economic Development Director

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 6, 2022

SUBJECT: Application for Community Development Block Grant (CDBG) Funds for the Berlin Housing Authority

Summary of Agenda Item:

The Housing Authority has identified repairs that need to be performed to our properties at Percival Heights and Marjorie Moore Village. These repairs include, but are not limited to, the replacement of the roof and rain gutters, sky light replacement and installation of new floor coverings at both complexes.

The Community Development Block Grant (CDBG) has been identified as a potential funding source for completing these repairs. The Housing Authority anticipates the filing deadline for the CDBG application to Department of Housing to be in March of 2023.

The Berlin Housing Authority, in cooperation with the Town of Berlin, will need to solicit bids from consultants for the technical and administrative services required for the preparation, submission and administration of the grant applications for said funding. There will be no cost to the Town. The cost for preparation of the application and advertising for proposals will be paid for by the Berlin Housing Authority. Other consulting costs will be paid by the grant, if awarded.

Once bids are received and open, the Housing Authority will go back to the Town Council for approval of the consultant on this project.

Action Needed:

Move that the Town of Berlin authorizes the solicitation of bids for a consultant, for the purposes of completing, submitting and administering a grant application for the Community Development Block Grant Program. If the Grant is approved, the Berlin Housing Authority will be the sub-recipient of those grant monies, subject to review and approval of Corporation Counsel.

Attachments:

Community Development Block Grant Brochure

Prepared By: Joseph Bajorski, Housing Authority Chairman

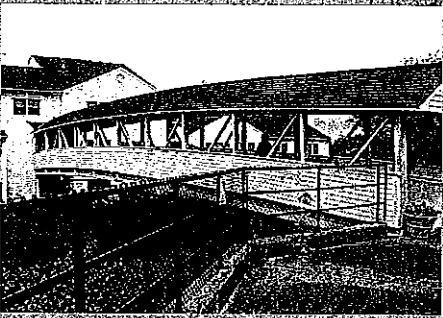
Department of Housing
CDBG-Small Cities and Technical
Services Division

**Community Development
Block Grant
(Small Cities Program)**

This federally funded program is passed through the Department of Housing from the U.S., Dept. of Housing & Urban Development (HUD).



Litchfield Housing



**Plymouth Pl Whitney Bridge
to Senior Housing**

For More Information Contact:

Department of Housing
505 Hudson Street
Hartford, CT 06106
860-270-8012 Office
860-706-5741 Fax
info.cdbg@ct.gov
www.doh.org

State of Connecticut

Department of Housing

CDBG SMALL CITIES PROGRAM

Eligible Activities:

(Section 105a of the Housing and Community Development Act)

- Acquisition of Real Property
- Public Facilities and Improvements
- Code Enforcement
- Clearance, Rehabilitation, Reconstruction, and Construction of Buildings (including housing)
- Architectural Barrier Removal
- Disposition of Real Property
- Public Services
- Relocation
- Planning and Capacity Building
- Program Administrative Costs
- Assistance to neighborhood Organizations, Local Development Corps, and Non-Profits
- Energy Efficiency/Conservation
- Economic Development Assistance to For-Profit Businesses
- Technical Assistance
- Housing Services
- Assistance to Institutions of Higher Education
- Homeownership Assistance

Ineligible Activities:

- New construction of permanent residential structures
- Buildings for government (except ADA improvements)
- Political activities
- Income payments
- Faith based assistance used for primarily religious activities

National Objective:

- Low and Moderate income persons
- Area Benefit
- Limited Clientele
- Direct Benefit (housing rehabilitation and jobs)
- Slum and blight
- Area basis
- Spot slum and blight
- Urgent Need
- Sudden and unexpected
- Within 18 months
- No other funds available

Eligible Communities:

- See list of CDBG-Small Cities Eligible CT Towns

CDBG -
SMALL CITES
ELIGIBLE
CONNECTICUT
TOWNS:

Andover
 Ansonia
 Ashford
 Avon
 Bantam (Litchfield)
 Barkhamsted
 Beacon Falls
 Berlin
 Bethany
 Bethel
 Bethlehem
 Bloomfield
 Bolton
 Bozrah
 Branford
 Bridgewater
 Brookfield
 Brooklyn
 Burlington
 Canaan
 Canterbury
 Canton
 Chaplin
 Cheshire
 Chester
 Clinton
 Colchester
 Colebrook
 Columbia
 Cornwall
 Coventry
 Cromwell
 Danielson (Killingly)
 Darien
 Deep River
 Derby
 Durham
 East Granby
 East Haddam
 East Hampton
 East Haven
 East Lyme
 East Windsor
 Eastford
 Easton
 Ellington
 Enfield
 Essex

Farmington
 Fenwick (Old Saybrook)
 Franklin
 Glastonbury
 Goshen
 Granby
 Griswold
 Groton
 Groton-City
 Groton Long Point
 Guilford
 Haddam
 Hampton
 Hartland
 Harwinton
 Hebron
 Jewett City (Griswold)
 Kent
 Killingly
 Killingworth
 Lebanon
 Ledyard
 Lisbon
 Litchfield (Borough)
 Lyme
 Madison
 Mansfield
 Marlborough
 Middlebury
 Middlefield
 Monroe
 Montville
 Morris
 Naugatuck
 New Canaan
 New Fairfield
 New Hartford
 New Milford
 Newington
 Newtown
 Newtown (Borough)
 Norfolk
 North Branford
 North Canaan
 North Haven
 North Stonington
 Old Lyme
 Old Saybrook
 Orange
 Oxford
 Plainfield
 Plainville
 Plymouth

Pomfret
 Portland
 Preston
 Prospect
 Putnam
 Redding
 Ridgefield
 Rocky Hill
 Roxbury
 Salem
 Salisbury
 Scotland
 Seymour
 Sharon
 Shelton
 Sherman
 Simsbury
 Somers
 South Windsor
 Southbury
 Southington
 Sprague
 Stafford
 Sterling
 Stonington
 Stonington (Borough)
 Suffield
 Thomaston
 Thompson
 Tolland
 Torrington
 Trumbull
 Union
 Vernon
 Voluntown
 Wallingford
 Warren
 Washington
 Waterford
 Watertown
 Westbrook
 Weston
 Westport
 Wethersfield
 Willington
 Wilton
 Winchester
 Windham
 Windsor
 Windsor Locks
 Wolcott
 Woodbridge
 Woodbury
 Woodstock

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 6, 2022

SUBJECT: Transfer of Title, and Ground Lease execution, for parcels of land that compromise the Knights of Columbus Development located at 143 Percival Avenue.

Summary of Agenda Item:

The Berlin Housing Authority has been working diligently to secure funding for the construction of Affordable Housing at the former Knights of Columbus site. As part of this process our developer, Northeast Redevelopment Services, LLC, has obtained construction funding in the amount of \$33,000,000.00. These funds are currently in an Escrow Account at Wells Fargo Statutory Trust, NA. A copy of the account statement has been provided to the Town Manager.

Housing Authority's developer will be in attendance to answer any questions you might have about the funding process for this project.

As part of the process to close on the construction funding we are requesting that the Town of Berlin enter discussions with the Berlin Housing Authority over preparation of documents for the transfer of title and ground lease execution for the two parcels of land, currently under control of the Town of Berlin, that comprise the "Knights of Columbus" parcel at 143 Percival Avenue and land left over from the construction of the Percival Park Soccer Fields which will require a ground lease.

Once the documents are finalized the Berlin Housing Authority will return them to the Council for final review and authorization to execute the transfer of title and ground lease. We anticipate this process to be concluded by January 30, 2023.

Proof of the availability of funding must be provided before the Town Council meeting of December 13, 2022.

Action Needed:

Move to authorize the Town Attorney to enter into discussions with Pullman Comley, attorney representing the Berlin Housing Authority, to prepare documents to facilitate transfer of title and ground lease execution for parcels of land at 143 Percival Avenue, known as the Knights of Columbus property, along with land left over from the construction of the Percival Park Soccer Fields.

Move to authorize the Town Manager to extend the Option Agreement between the Town of Berlin and the Berlin Housing Authority until March 30, 2023, to facilitate the transfer of title process.

Attachments:

Copy of account statement of the Escrow Account at Wells Fargo Statutory Trust NA.

Prepared By: Joseph Bajorski, Housing Authority Chairman



WELLS FARGO SECURITIES
STATUTORY TRUST

Customer Information:

NorthEast Redevelopment Services, LLC

770 Paquonnock Road

All Accounts Balances Report

Account Creation Date	04/11/2022
Account Number	3076757638
Account Type	Asset-Based Loan
Currency	USD
Available Balance	30000000.00
Current Balance	30300000.00
Status	Active

Account Creation Date	04/11/2022
Account Number	9145938671
Account Type	Business Line of Credit
Currency	USD
Available Balance	50000000.00
Current Balance	50000000.00
Status	Active

Account Creation Date	04/11/2022
Account Number	6350021921
Account Type	Proof of Funds
Currency	USD
Available Balance	50000000.00
Current Balance	50000000.00
Status	Active

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 6, 2022

SUBJECT: Request for waiver of fees for Knights of Columbus Project.

Summary of Agenda Item:

As the Berlin Housing Authority moves forward with the construction of the Knights of Columbus project, we will be required to refresh our Special Permit. We also anticipate minor changes to the site plan to facilitate geothermal HVAC installations which were not part of the original site plan process. We also anticipate that we will incur charges for demolition, construction and utility work requiring permits from the Town of Berlin. We are requesting that the Town of Berlin Waive fees associated with the development and construction of this project. All fees waived will be tracked and added to the town's total contribution toward this affordable housing project.

Note: The Town Clerk checked with the Building Department and Planning and Zoning. Numerous permits would be needed including: Demolition Permit \$195.00; Construction Permit (based on square footage); Plumbing, Electrical and HVAC permits (would depended on the number of units); Zoning Permit is \$50.00 per building; and if a site plan modification is needed the permit would be appropriately \$300.00.

Action Needed:

Move to authorize the Town Manager to waive fees associated with the Knights of Columbus project.

Attachments:

None

Prepared By: Joseph Bajorski, Housing Authority Chairman

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: December 6, 2022
SUBJECT: Cooperation Agreement between the Berlin Housing Authority and the Town of Berlin.

Summary of Agenda Item:

There exists, as required by State Law, a Cooperation Agreement between the Town of Berlin and the Berlin Housing Authority. This agreement governs the relationship between both entities with respect to housing properties at Percival Heights and Marjorie Moore Village.

The current agreement was executed on December 29, 1982 and amended on December 21, 1983. This agreement was put into place with the construction of the Percival Heights Affordable Housing Project.

With the construction of the Knights of Columbus project we will require a new cooperation agreement to be executed between the Authority and the Town to reflect the addition of the Knights of Columbus property and to establish the Pilot provisions as required by law.

Proof of the availability of funding must be provided before the Town Council meeting of December 13, 2022.

Action Needed:

Move to authorize the Town Manager to enter into negotiations with the Berlin Housing Authority for a new cooperation agreement to include the addition of the Knights of Columbus property.

Attachments:

Cooperation Agreement Dated December 29, 1982
Amended Cooperation Agreement Dated December 21, 1983

Prepared By: Joseph Bajorski, Housing Authority Chairman

APPENDIX I

COOPERATION AGREEMENT
BETWEEN
HOUSING AUTHORITY OF THE TOWN OF BERLIN
AND
THE TOWN OF BERLIN

This Agreement, entered into this 29th day of December, 1982, by and between the Housing Authority of the Town of Berlin, a municipal housing authority duly organized and existing pursuant to the Laws of the State of Connecticut, herein called the Authority, and the Town of Berlin, herein called the Municipality.

WITNESSETH THAT:

WHEREAS, The Authority and the Municipality duly declare there is an acute shortage in said Municipality of decent, safe and sanitary dwelling accommodations for elderly persons at rents which they can afford to pay; and

WHEREAS, The Authority certifies that it has received from the State of Connecticut an allocation for the development of a project of rental homes for elderly citizens, known as Project 007-H-B-172 herein called the Project, and that it proposes to enter into a contract with the State of Connecticut, for financial assistance for the development of the Project pursuant to the provisions of Part VI of Chapter 128 of the Connecticut General Statutes, as amended;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein provided and for the purpose of carrying out the provisions of the housing laws of the State of Connecticut, relating to the development of rental homes for elderly citizens of the State, the parties do mutually agree as follows:

1. The Municipality will advance to the Authority funds without interest, in the amount of \$ 42,000 for the acquisition of the site, architect's fees, legal expenses, administrative services, and other required costs incurred by the Authority prior to the award of the project construction bid and the acceptance thereof by the Commissioner of Housing. It is further agreed that funds advanced by the Municipality will be reimbursed from funds advanced by the State of Connecticut, provided that no reimbursement will be allowed that brings the State's total participation above the amount of the allocation approved by the State Bond Commission.
2. The Authority shall make payments in lieu of taxes to the Municipality in accordance with the provisions of Section 8-118a of the Connecticut General Statutes, as amended, in an amount equal to 10 % of the net shelter rent per annum.
3. The Municipality agrees to furnish municipal services and facilities for the project of the same character as those furnished other dwellings and citizens of the Municipality.
4. The Authority agrees to dedicate, and the Municipality agrees to accept for municipal purposes, land which may be owned or acquired by the Authority, and which the Authority determines to use for public streets within the boundaries of the Project, or for access to the Project.

5. The Authority agrees to install all streets, roads, curbs, walks, driveway ramps, drives and parking areas, including all necessary cuts and fills, under-drains; preparation of subgrade, base courses, grading and seeding of slopes, and other areas, except that the Municipality agrees to pave the streets taken with the provisions of paragraph 4 above.

6. The Municipality agrees to waive such building and inspection fees as might be payable by the Authority and to cooperate with the Authority by such other lawful action or ways as the Municipality and the Authority may find necessary in connection with the development and administration of such Project.

7. The Municipality and the Authority agree that this Agreement shall not be abrogated so long as there is outstanding any indebtedness or any balance of indebtedness on account of such Project to which this Agreement relates, which remains unpaid, and so long as the title to such Project is held by the Authority or some other public body or governmental agency, including the State of Connecticut, authorized by law to engage in the development and administration of rental homes for the elderly.

8. The Municipality agrees to cooperate with the Authority in all matters pertaining to the development of the Project as authorized and provided for in Section 8-59 and 8-60 of the Connecticut General Statutes, as amended.

9. This agreement will not become effective unless and until approved by the Commissioner of Housing.

10. The Municipality agrees to assume responsibility for an Environmental Impact Statement, should one be required for the project site.

(SEAL)

WITNESS

Judith Lindgren

TOWN OF BERLIN

Municipality

By

Thomas W. Ward Jr.

HOUSING AUTHORITY OF THE TOWN
OF BERLIN

(SEAL)

Elsie Hunt

By

Albert G. Nieman

Chairman (LS)

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

APPROVED:

JAN 19 1983

DATE

Joseph E. Canale, Commissioner

APPENDIX I-1

Amendment to Cooperation Agreement
between the
Housing Authority of the Town of Berlin
and
The Town of Berlin

This Amendment to the Cooperation Agreement is entered into this twentyfirst day of December 1983 by and between the Housing Authority of the Town of Berlin, herein called the Authority and the Town of Berlin, herein called the Municipality.

WITNESSETH THAT:

WHEREAS, on or about the 16th day of March 1983, the State of Connecticut approved a Cooperation Agreement entered into between the Housing Authority of the Town of Berlin and the Town of Berlin for Project number 007-H-E-172.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and of the mutual benefits to be gained by the performance thereof, the Authority and the Municipality hereby agree that the following paragraphs are added:

11. The Municipality will make available a grant in the amount of \$110,000 to the Authority for construction and other related approved development expenditures for Project 007-H-E-172. It is further understood and agreed that the local grant funds will be supplemental to State grant funds approved for Project 007-H-E-172 and will be expended subsequent to the full expenditure of the \$1,070,000 state grant allocation.

12. The Authority agrees to return to the Municipality, as approved by the Commissioner of the Department of Housing, funds previously advanced in the amount of \$42,000 upon receipt by the Authority of the first advance of State funds for Project 007-H-E-172.

13. This Amendment to the Cooperation Agreement shall not become effective until and unless approved by the Commissioner of the Department of Housing.

(SEAL)

TOWN OF BERLIN
Municipality

James G. Ward
Witness
James G. Ward
(SEAL)

By Warren E. Kingsbury
Warren E. Kingsbury, Mayor (IS)
Housing Authority of the Town of Berlin
Authority

James G. Ward
James G. Ward

By Albert G. Neiman
Albert G. Neiman, Chairman (IS)

APPROVED:

STATE OF CONNECTICUT, DEPARTMENT OF HOUSING

DATE

1-25-84

Joseph E. Canale
for Joseph E. Canale, Commissioner

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 1, 2022

SUBJECT: Update to Town Council regarding Demore, Dinda, Bittner Jr. Memorial Pool

SUMMARY:

The Parks and Recreation Commission has been discussing the condition and the operation of Demore, Dinda, Bittner Jr. Memorial Pool with town staff over the course of the last several months at the Parks and Recreation Commission meetings.

The current situation of the pool is:

- Main pool and deck requires major repairs at some point in the “near” future
 - There are surface cracks, the stairs in the pool are warped and the pool loses about five inches of water a day from under the cutters. The staff has attempted to caulk and repair patches, but they are too significant for minor patch jobs.
- Wading Pool – has not been opened since 2019, severe chipping of the paint, coping is in poor shape, requires major restoration before the pool can be reopened next year
- Entire complex is not ADA Compliant (pools, bath house, decking and entrance)
 - Note: this is the same problem at Percival
- Usage – due to staffing issues, this past year, Demore, Dinda, Bittner Jr. Memorial Pool was only open Monday-Friday, while Percival Pool was open 7 days a week. Attendance for DDB pool was as follows:
 - 2017 – 3,058
 - 2018 – 2,497
 - 2019 – 2,307
 - 2020 – Closed due to COVID, Percival was open
 - 2021 – 1,043 (272 of this was on weekends which equates to 26% of the usage, there was anywhere from 0-92 people in one day)
 - There were no requests for wading pool
 - 2022 – 931 (open Monday-Friday)
 - There were a few inquiries about the status of the wading pool being opened, but not a huge pushback about it being closed
 - Percival could absorb this attendance at Percival
- Staffing Issues – supervisory staff vacancies could be an issue
- Demore, Dinda, Bittner Jr. Memorial Pool was open 48 days in 2022, Percival was open 57 days
 - Percival open 6/18 – 8/13/22; DDB 6/20 – 8/5/22 (college students back to school in mid/late August)

2023

- Plan is to open Percival 7 days; DDB 5 days (Monday-Friday) and no wading pool (same as 2022)
- Assumes we have staff to man; may have a better idea of staffing by early February and will communicate plan to Town Council
- Obviously barring any unforeseen additional physical issues not identified
- Parks and Recreation Commission with Town staff will study options and make a recommendation to Town Council later in 2023

Capital Considerations

- Dollars in the budget are placeholders only, not an estimated cost
- We had \$250,000 in capital plan for a pool liner at DDB for past years. There was discussion that funds could have been available, but timing was too tight and Commission believes we need to better identify repair work required and understand options before we spend money when there may be additional underlining issues. We strongly suggest the funds not be spent, but be carried over and used once we have a recommendation
- Capital has been identified for ADA upgrades at the buildings/pools in future years and has been relocated to further years down the road. We now have \$300,000 in 2024 plan for a pool liner at DDB; \$750,000 for each of the bath houses (in 2025 and 2026 for both pools) perhaps for ADA compliance and \$150,000 (2025 and 2027) for significant maintenance. Does not make sense to upgrade the bath house unless we commit to ADA compliance at each of the pool complexes (bath house, decking, entrance and pools). More funds are probably needed to do so.
- Need to realize that past repairs have not been significant; we will need capital funding whatever option is chosen.

In considering options, the Parks and Recreation Commission and staff would like to hear from residents, especially those of East Berlin on their thoughts on usage of the complex.

- Options currently being discussed
 - Keep as is and confirm costs to repair, including the wading pool – maybe limited if staffing not available
 - Close pool, replace with splash pad (can operate without supervision) or skate park or perhaps turn into pickle ball courts. Note – if pool is closed, current estimate to do so is \$300,000. Cost for other new offerings would be identified. Splash pads are very popular. (With this option the Town would operate one outdoor pool complex and perhaps ADA compliance should be considered for that one site)
 - Clarks Grove is nearby with basketball court. There are 2 tennis courts, with pickle ball lines and swings near DDB complex parking area

ACTION NEEDED:


None

ATTACHMENTS:

Photos

PREPARED BY:

Donna Bovee, Chairperson, Parks and Recreation Commission

Jennifer Ochoa, Director of Community, Recreation and Parks Services 

Debbie Dennis, Superintendent of Recreation

Steven Wood, Superintendent of Parks & Grounds











Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: December 1, 2022
SUBJECT: Berlin Middle Management Association Union Contract

SUMMARY:

- An agreement between the Town of Berlin and the Berlin Middle Management Association has been made. The President and Vice President of the Berlin Middle Management Association have signed the negotiated contract.
- The length of this agreement is from July 1, 2022 – June 30, 2025.
- Notable changes to this new contract:
 - Language was added under Article V, Hours of Work, to incorporate a prior Memorandum of Understanding (MOU).
 - Salary Increases: 2.25% for FY 2022, 2.50% for FY 2023, and 2.75% for FY 2023
 - Under Article V, Overtime – revised/added language:
 - Thirty-five (35) hour per week non-exempt employees who are called to work for an unanticipated emergency shall receive a minimum of ~~two (2)~~ three (3) hours of compensatory time.
 - It is understood that throughout the scope of a fiscal year there are times that workloads fluctuate for exempt middle management staff. Exempt staff are expected to work the hours necessary to ensure that work gets done. Simultaneously, being exempt offers more flexibility for work schedules. Exempt staff shall have the ability to work with their department head to monitor their hours and take compensatory time off throughout the year without coordination through payroll.
- Under Article IX, Employee Illness – revised/added language:
 - Sick leave shall be allowed for lost time for medical, optical or dental appointments during working hours as approved by the supervisor.

Members have the discretion to adjust their work schedules to accommodate medical appointments in lieu of using sick time.

- Members have the ability to use of to up to ~~(5)~~ (10) sick days for an immediate family members' illness or injury. Immediate family member is defined as mother, father, sibling, spouse and/or child.
- Under Article XV, Miscellaneous – revised/added language:
 - The Town shall provide up to ~~\$250.00~~ \$300.00 annually to members of the Association whose duties require them to wear OSHA mandated safety equipment, provided receipt for reimbursement is submitted.
 - Section VI - Meal Reimbursement - An employee working storm-related overtime or during a period of emergency shall be allowed a meal allotment of:

Breakfast	\$6.00 <u>\$10.00</u>
Lunch	\$7.50 <u>\$10.00</u>
Dinner	\$10.00

- Appendix A, revisions to language:
 - Section I ~~\$200.00~~ \$300.00 Annual Safety Equipment Allowance is applicable to the positions of *Deputy Director of Public Works*, Fleet Management Director, Superintendent of *Public Grounds*, *Foreman of Public Grounds*, *Superintendent of Highways*, Foreman of Highways, Assistant Director of Golf, Chief Fire Marshal, Foreman of Water Control, *Superintendent of Facilities*, Foreman of Facilities, Building Inspector, Assistant Building Inspector, Deputy Fire Marshal/EMD, and *Senior Engineering Technician*.
 - Section II - Uniforms shall be provided for positions of *Superintendent of Public Grounds*, Foreman of Public Grounds, Superintendent of Highways, Fleet Management Director, Assistant Director of Golf, Foreman of Highways, Chief Fire Marshal, Foreman of Water Control, *Superintendent of Facilities*, Foreman of Facilities, Deputy Fire Marshal/EMD and *Senior Engineer Technician*.
 - Section III - Town vehicles are authorized for the positions of Superintendent of Public Grounds, Foreman of *Public Grounds*, *Superintendent of Highways*, *Foreman of Highways*, Fleet Management Director, Superintendent of Facilities, *Foreman of Facilities*, Chief Fire Marshal, and Deputy Fire Marshal/EMD who are on 24-hour call for the Town.

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 Berlin Middle Management Association from July 1, 2022 through June 30, 2025.

ATTACHMENTS:

Union Contract

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)

A handwritten signature in black ink, appearing to read 'Paula', with a stylized flourish extending to the right.

AGREEMENT

BETWEEN

THE TOWN OF BERLIN, CONNECTICUT

AND

THE BERLIN MIDDLE MANAGEMENT ASSOCIATION

JULY 1, 2022 – JUNE 30, 2025

**MIDDLE MANAGEMENT ASSOCIATION
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AGREEMENT

Between

THE TOWN OF BERLIN MIDDLEMANAGEMENT ASSOCIATION AND THE TOWN OF BERLIN

PREAMBLE

The following Contract, effective as of July 1, 2022, by and between the Town of Berlin, hereinafter referred to as the Town, and the Town of Berlin Middle Management Association, hereinafter referred to as the Association, is designed to maintain and promote a harmonious relationship between the Town of Berlin and such of its employees who are within the provisions of the Contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION

The Town recognizes the Association as the sole collective bargaining representative for Middle Management employees of the Town of Berlin with respect to rates of pay, wages, hours of work, and conditions of work, in accordance with the Certification of Association on December 3, 1981 by the Connecticut State Board of Labor Relations as set forth in Case #ME-6749 and under provisions of Public Act 78-375.

The Association recognizes the Town Manager and/or his/her designated representative or representatives as the sole and exclusive representative of the Town of Berlin for the purpose of collective bargaining.

ARTICLE II ASSOCIATION SECURITY

Section I - Upon the submission of a voluntary written authorization signed by a member of the bargaining group, the Town agrees to deduct from the salary of the employee an amount equal to the membership dues by means of payroll deductions.

Section II - The deductions shall be made each payday and shall be remitted to the Union.

Section III - 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 of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.

IV - The Town shall supply each member of the bargaining unit with a copy of this agreement.

ARTICLE III ASSOCIATION BUSINESS

Section I - The Town shall allow time off with pay up to a total of forty (40) hours per calendar year for officers and/or members for Association business such as attendance at conventions or educational conferences. The Association shall notify the Town Manager's office of time and locations of such conferences.

Section II - Members of the negotiating committee shall receive regular salary for time spent conducting contract negotiations with the Town. The negotiating committee shall consist of no more than three (3) members of the Association for purposes of this section.

Section III - Members of the grievance committee shall receive regular salary for time spent attending grievance hearings with the Town or the State Board of Mediation and Arbitration. The grievance committee shall consist of no more than two (2) members of the Association for purposes of this section.

Section IV - The Association shall be allowed to conduct meetings in a Conference Room of the Town Hall after working hours. It is understood that the internal business of the Association shall be conducted during non-duty hours.

ARTICLE IV TOWN RIGHTS

Section - I Rights of the Town -- Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers and authority held by the Town and any of its Departments, Agencies, Commissions or Boards pursuant to any Charter, General or special statute, ordinance, regulation or other lawful provisions, over matters involving the municipality, and the complete operational control over the policies, practices, procedures and regulations with respect to employees of the Berlin Middle Management Association, shall remain vested solely and exclusively in the Town of Berlin, including, but not limited to the following:

- Determine the standards of services to be offered by the Town departments;
- Determine the standards of selection of 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 or perform its work; and
- Fulfill all of its legal responsibilities.

The Town, however, shall not exercise, any of such rights, powers, or authority in a manner inconsistent with, or in violation of the terms of this Agreement or past practice of the parties. All other exercises of such rights, powers and authority shall not be subject to the grievance and arbitration procedure.

ARTICLE V HOURS OF WORK & OVERTIME

HOURS OF WORK

The normal working hours for members of the bargaining unit shall generally follow the established work hours of the Town Hall or the specific Department or Division in which the middle management employee is assigned, but no less than twenty (20) hours per week.

The Town and the Union recognize that there may be situations where there exists a legitimate necessity for modified start and stop times for managerial staff to better accommodate the public we serve. In those specific, business-related situations, the working hours of the managerial staff may be modified on an ongoing basis.

It is understood that managerial staff will be responsible for ensuring the office, department or division remains staffed during normal office hours, making any necessary adjustments to their modified schedule to cover both planned and unplanned staff absences.

Any ongoing modification to normal work hours must be requested in writing by the Department Head with final approval from the Town Manager and will not be subject to the grievance process. All approved modifications of work hours must be filed with Human Resources and the Union President.

Modifications to work hours may be reviewed and adjusted quarterly at the discretion of the Department Head, and can be terminated at any time with two weeks written notice to the employee.

OVERTIME

Section I - It is mutually agreed that neither the Town nor the Association intends to substantially alter or change the customary number of hours worked by Association members.

Section II - Any non-exempt member who performs work specifically authorized by the Town Manager's Office in excess of a forty (40) hour work week shall be compensated at a rate equal to one- and one-half times (1 ½) an hourly rate based on his/her annual salary for that portion of such additional time worked which exceeds such forty (40) hours. (For any such work performed by any non-exempt member whose normal work week is 35 hours, time in excess of thirty-five (35) hours to forty (40) hours per week, inclusive, shall be given as compensatory time off. Such compensatory days off shall be taken by the member with the scheduling thereof being subject to the approval of the immediate supervisor or his/her designee, which approval shall not unreasonably be withheld.) Compensatory time must be used within 4 weeks of earning it. No more than thirty-five (35) hours of unused compensatory time may be accumulated at any given time. No more than two (2) consecutive days at a time may be used for compensatory time off. (*See Appendix B – FLSA Classification*)

Thirty-five (35) hour per week non-exempt employees who are called to work for an unanticipated emergency shall receive a minimum of three (3) hours of compensatory time.

Exempt employees who are called back to work due to unforeseen circumstances, snow plowing or other non-exempt work, shall receive one- and one-half times (1 ½) an hourly rate based on his/her annual salary for all hours worked over 40 hours.

It is understood that throughout the scope of a fiscal year there are times that workloads fluctuate for exempt middle management staff. Exempt staff are expected to work the hours necessary to ensure that work gets done. Simultaneously, being exempt offers more flexibility for work schedules. Exempt staff shall have the ability to work with their department head to monitor their hours and take compensatory time off throughout the year without coordination through payroll.

Overtime or compensatory time shall not include attendance at meetings required of the employee, at annual budget hearings or town meetings, meetings with Town Manager and/or elected/appointed bodies the employee may be asked to attend relative to his/her individual department's budget and/or responsibilities.

Section III - Prior approval - Any and all other overtime work requires prior approval of the head.

Section IV - Compensatory time is not payable upon separation. Compensatory time cannot be exchanged for time previously taken.

ARTICLE VI ANNUAL SALARIES

Section I - All annual salaries shall be in conformance with the salary schedule attached hereto as Appendix D. Appendix D reflects a 2.25% wage increase effective July 1, 2022, a 2.50% wage increase effective July 1, 2023 and a 2.75% wage increase effective July 1, 2024.

Section II - Each employee shall advance to the next highest step in the wage schedule on July 1, 2022, July 1, 2023 and July 1, 2024.

Section III - Employees hired between July 1st and December 31st of any year shall receive one year of credit towards the next highest step in the wage schedule on the first (1st) day of July immediately preceding the anniversary date of his/her employment.

Section IV - Employees hired between January 1st and June 30th of any year shall receive one year of credit towards the next highest step in the wage schedule on the first (1st) day of July immediately following the anniversary date of his/her employment.

Section V - Each employee shall receive no less than the minimum individual salary increase set forth in Appendix D.

Section VI - Employees covered by this agreement will be paid by direct deposit to the employees' designated bank accounts on every other Friday.

ARTICLE VII HOLIDAYS

Section I - The following holidays shall be recognized as paid holidays for all members of the bargaining unit:

New Year's Day	Labor Day	Two (2) Floating Holidays
Martin Luther King Day	Columbus Day	
Presidents' Day	Thanksgiving Day	
Good Friday	Day after Thanksgiving	
Memorial Day	Christmas Eve	
Independence Day	Christmas Day	

Section II - When one of the foregoing holidays falls on a Sunday, the following Monday shall be observed and recognized as the holiday. When one of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed and recognized as the holiday. When two simultaneous holidays fall on a weekend, the recognized holidays will be determined by the Town Manager. When a holiday falls during an employee's vacation, he/she shall not be charged vacation for that holiday. A bargaining unit employee who is required to work on a holiday shall be paid at the rate of time and one half (1½) his/her regular work hourly rate for such hours plus their regular hours of work.

Section III - New hires will receive upon hire a pro-rated floating holiday bank based on their date of hire. If hired between July 1st and December 31st they will receive 2 floating holidays; if hired between January 1st and June 30th they will receive 1 floating holiday

ARTICLE VIII VACATION

Section I - Each member of the bargaining unit shall be entitled to vacation time in accordance with the following schedule:

Length of Employment	Vacation Provided on July 1st
Over one (1) year	Eleven (11) days
Over five (5) years	Sixteen (16) days
Over ten (10) years	Twenty-one (21) days
Over twenty (20) years	Twenty-six (26) days

Section II - New hires are eligible for vacation in their first year of employment. The amount of vacation allotted will be based upon the new employee's date of hire following the scale below:

New staff hired between July and December:	(5) days' vacation upon hire	(11) days on July 1 st
New staff hired between January and June:	(0) days' vacation upon hire	(11) days on July 1 st

After the first year of employment, employee will follow the vacation schedule as outlined in Section I above.

In a mutual effort to produce harmony and understanding, employees shall request vacation time as far in advance as practicable and supervisors shall approve such requests in timely fashion. Preference as to time of taking vacation shall be given to employees of greater seniority, but all requests for vacation must be approved by the Town based upon operational requirements.

Section III - During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allotted on July 1st which begins said fiscal year.

Section IV - All vacation time shall normally be taken in the Fiscal Year (July 1 through June 30) in which it is earned. However, a portion of that year's vacation time may be used through November 1st provided written notice of intended dates of use is provided by the employee to the Town Manager's Office prior to June 30th. Carry over of vacation time is limited to two (2) weeks.

Section V - Any previous year's vacation time not taken as of November 1st of the following fiscal year shall be lost, unless an extension is requested by the member and authorized by the Town Manager's Office prior to July 31st.

Section VI - Upon voluntary separation of employment or layoff from the Town, the employee shall be paid for all accumulated and unused vacation time, and such payment shall be paid to the employee (or if deceased, final payments will be made in compliance with Connecticut State law). In no event shall such payment exceed four (4) weeks of pay.

Section VII - The Town recognizes that circumstances that may occur in rare situations where an employee may not be able to schedule their allotted vacation time during a particular fiscal year. In recognition of these situations, payments can be made in lieu of taking vacation. Such payments are at the approval of the Town Manager and cannot exceed one week. Requests for payment in lieu of vacation time must be submitted in writing by the employee and contain the supervisor's agreement and recommendation, to the Town Manager no later than June 1st. Exceptions to this language are at the exclusive discretion of the Town Manager.

Section V - There shall be no advance vacation pay.

ARTICLE IX EMPLOYEE ILLNESS

Section I – Major Illness - In the event that a bargaining unit employee contracts a debilitating illness, required major surgery or is beset by medical catastrophe (e.g. heart attack, cancer, etc.) the Town shall provide for the continuance of full salary for a period of six (6) months from the date of onset, provided that:

- a) Completed FMLA medical certification is forwarded by the physician to the Town substantiating the severity of the condition and all relevant facts.
- b) The employee takes reasonable care to follow physician's instructions.
- c) This article shall not apply in the case of Worker's Compensation claim.
- d) Such salary continuation shall cease at the end of the calendar month in the event of the employee's death, or simultaneous with a disability retirement.

Extension of paid leave may be granted by the Town Manager.

Section II – Minor Illness (Colds and Flu) – In mutual recognition of the Agreement that bargaining unit members are considered salaried personnel, it is understood that they shall act, responsibly in terms of their overall attendance and time away from work due to illness. Therefore, days off or days out sick shall not be measured in terms of arbitrary totals per year, but rather in terms of the efficiency and productivity of the department and the emergence of any pattern of lost time. Toward this end, the Town Manager shall notify the employee and the Union representatives that it wishes to meet concerning this matter. Employees shall be provided up to ten paid days each year for absences related to minor illnesses or family sick as defined below.

- 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 the employee's discretion.
- Sick leave shall be allowed for lost time for medical, optical or dental appointments during working hours as approved by the supervisor. Members have the discretion to adjust their work schedules to accommodate medical appointments in lieu of using sick time.
- Members have the ability to use of to up to (10) sick days for an immediate family members' illness or injury. Immediate family member is defined as mother, father, sibling, spouse and/or child.

Abuse of sick leave, including failure to promptly return to work after receiving medical release shall be considered a matter of discipline leading up to, and including, discharge. A Department Head may require a doctor's certificate or other proof of illness when in his or her judgment such certificate appears warranted.

Section III - In the event any employee is taken ill or hospitalized during his/her vacation period, such time shall not be charged to vacation leave, provided a medical certificate is presented indicating the seriousness of the illness.

Section IV – The Town will place employees on Family and Medical Leave when appropriate. The FMLA is granted in conjunction with sick leave benefits, they are used concurrently. Failure to medically substantiate absences under this policy will result in loss of benefit.

Section V - Employees on unpaid Family and Medical Leave Act (FMLA) shall continue to pay their portion of the premium cost of their health insurance contribution out of pocket.

ARTICLE X BEREAVEMENT LEAVE

Section I - 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 Stepchild, Brother or Half-brother, Parent.

Section II - 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, Stepparent, Stepbrother, Stepsister, Grandchild, Grandparent, other relative domiciled in employee's household.

Section III - Special leave of absence of one (1) working day with pay shall 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, and Son-in-law.

ARTICLE XI PERSONAL LEAVE

Section I - In the event a member has personal business which cannot be transacted other than during the workday, three (3) days of leave will be granted at full pay. Such days may be taken on a half-day basis. Such leave is not cumulative from year to year.

Section II - New hires will receive upon hire a pro-rated personal leave bank based on their date of hire. If hired between July 1st and October 31st they will receive 3 personal days; if hired between November 1st and February 29th they will receive 2 personal days; and if hired between March 1st and June 30th they will receive 1 personal day.

ARTICLE XII LONGEVITY PAY

Section I - Employees hired on or before July 1, 2011 shall, in addition to their regular pay, receive longevity pay in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PAYMENT</u>
After five (5) years	\$450.00
After ten (10) years	\$800.00
After fifteen (15) years	\$1,050.00
After twenty (20) years	\$1,300.00

Employees shall receive longevity pay in two (2) payments on the pay days following December 1st and June 1st. Longevity shall be paid only as earned and not in advance.

ARTICLE XIII PENSION PLAN

The provisions relating to the pension are set forth in the Coalition Agreement on Insurance and Pension Benefits attached hereto as Appendix E

The Town agrees to allow a representative of this bargaining unit to sit on the Pension Investment Committee.

ARTICLE XIV INSURANCE

Section I - Health Insurance Benefits shall be provided in accordance with the coalition agreement related to same, attached hereto as Appendix F.

The Town shall maintain existing Internal Revenue Code Section 125 pre-tax medical account, also known as a Flexible Spending Account, for the purpose of enabling eligible members to divert a portion of their gross salaries, prior to reduction for federal income taxes, into an account from which, during the course of the Plan Year, they can be reimbursed for the aforesaid Health Care costs and Dependent Care cost they or their covered dependents incur which are not covered by the Medical or Dental Plans described in this Agreement between the Town and the Association. Such election shall be optional for the employee. Annual contribution limits into the Flexible Spending Account are determined under IRS regulations

Section II - The Town will continue for the period of employment to provide double indemnity life insurance for members without cost to the member, in an amount rounded off to the nearest \$1,000.00 level of base salary.

Section III - The Town will continue all retired employees who so wish, in all group medical plans until age 65. The full cost of such continuance shall be paid by each employee. Employees over age 65 may purchase supplemental insurance through the Town.

Section IV - Health insurance coverage for new employees shall become effective the first of the month following date of hire. When an employee terminates employment, insurance coverage shall end at the end of the month in which employment terminates.

Section V - For Town health insurance coverage, an employee hired on or after July 1, 2008 must work 28 hours or more a week to receive this benefit. Employees hired after July 1, 2019 must work (30) hours or more a week to receive this benefit.

Section VI - The Town shall provide Long-Term Disability coverage. Such coverage shall be 50% of pay less necessary and appropriate deductions.

Section VII - 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 for a period not to exceed one year the monetary difference between the employee's net biweekly straight time wages and benefits payable under the Act. Absence during such injury shall not be charged to an employee's earned time (vacation).

ARTICLE XV MISCELLANEOUS

Section I - Members of the Town of Berlin Middle Management Association shall have the right to live outside the town; provided, however, that the individual makes adequate arrangements to permit a rapid return to duty in case of emergency.

Section II - The Town shall provide a complete set of bargaining unit job descriptions to the Association.

Section III - The Town shall provide up to \$300.00 annually to members of the Association whose duties require them to wear OSHA mandated safety equipment, provided receipt for reimbursement is submitted. Such reimbursements shall not include those items specifically exempted from payment under Section 1910.132 of OSHA as same may be amended from time-to-time, including ordinary

clothing (such as sweat-shirts and tee-shirts) and other items used for protection from weather., It is expected that employees will wear safety equipment and uniforms at all times when at work. (See Appendix A). The clinical supervisor shall be provided with a Two Hundred Dollar (\$200.00) clothing allowance.

Section IV - The Town will provide all members of the bargaining unit who are presently receiving uniforms a sufficient number of complete uniforms and one (1) summer and one (1) winter jacket, and necessary foul weather gear where appropriate. The Town shall provide weekly cleaning of uniforms where necessary. (See Appendix A). To be eligible for this benefit, said employees must wear their uniforms at all times during working hours.

Section V - Use of Town Vehicles: Those employees (on 24-hour call) who currently have the use of a Town Vehicle shall retain the use of such vehicle during non-working hours for the purpose of responding to emergency calls. (See Appendix A)

Section VI - Meal Reimbursement - An employee working storm-related overtime or during a period of emergency shall be allowed a meal allotment of:

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$10.00

Documentation supporting the payment of meal allowance must comply with established policy of the Finance Department.

ARTICLE XVI NO STRIKES OR LOCKOUTS

Section 1 - The Association and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism, mass resignations, 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 Articles shall be subject to appropriate disciplinary action by the Town, up to and including discharge.

Section II - The Town agrees that it will not lockout the employees during the term of this Agreement.

ARTICLE XVII EDUCATION AND TRAINING

Section I - The Town agrees to establish and fund an account sufficient in the judgment of the Town Council to provide for the education and training needs of Middle Management personnel, to be administered by the Town Manager.

The Town agrees to provide bargaining unit members with financial reimbursement for job and/or career related training or education within the following parameters:

- A. Written approval for the course or training program must be received prior to the onset of the program. Employee would request through their supervisor. The supervisor evaluates the request and makes recommendation to the Town Manager.

- B. Such education 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 up to fifty percent (50%) of tuition or costs of the course. Books, fees, transportation and miscellaneous expenses are excluded. There shall be a \$4,000 annual limit, pro-rated proportionately among the number of participants and the total tuition incurred.
- D. In order to receive reimbursement, the member must present to the Town Manager no later than June 15th:
 - 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 Supervisor and Town Manager.
- F. Reimbursements will be made annually at the conclusion of the fiscal year.

ARTICLE XVIII SAVINGS CLAUSE

If any article or section of this contract is declared invalid or unconstitutional for any reason, such declaration shall not affect the other articles, sections or portions thereof which shall be valid.

ARTICLE XIX APPOINTMENTS AND RECLASSIFICATIONS

Section I - In the case of a vacancy or new unit position that may be established, the bargaining unit will be notified before such position is openly advertised competitively. The Town retains the right to select personnel to fill all vacancies and promotions in its sole discretion, but will give promotional preference to current qualified employees.

Section II - The Town shall give the job description of any new unit classification or unit vacancy to the Association as early as practical before it is released to the public, and shall post all job openings.

Section III - Any employee, when appointed by the Town Manager to fill a Middle Management vacancy or long-term absence, on an acting basis shall receive a 7.5% increase over his/her regular salary for the period of time he/she fills both positions. If a Middle Management employee is asked to fill a Top Management vacancy, they will receive a 10% increase over his/her regular salary for the period of time he/she fills both positions.

Section IV - The Town shall not reduce the compensation of any employee by a change of title or description of job classification of the employee without reason and negotiation.

Section V – Probationary Period. No new employee shall attain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of one (1) year. During such period, he/she shall be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Association shall have recourse to the grievance and arbitration procedure of this Agreement. Upon completion of an employee's probationary period, his/her seniority shall date back to his/her original hiring date. In the event of a promotion, the promoted employee shall serve a six (6) month probationary period. At the conclusion of this six (6) month, period, the employee shall either be permanently appointed or reassigned back to his/her former position.

Section VI - In the case of promotions, an employee shall go to that step in the new pay group which insures an increase.

ARTICLE XX GRIEVANCE PROCEDURE

Section I - The term "grievance" shall mean a complaint by the Association, on behalf of one or more affected employees, that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement, or that a member of the bargaining unit has been warned, suspended, demoted or discharged without just cause.

Section II - Any claim which constitutes a grievance as defined above shall be processed in accordance with the following procedure, and in no other manner:

Section III - The Association, through its Grievance Committee consisting of not more than two (2) persons, shall present the grievance in writing to the employee's immediate supervisor within twenty (20) working days after he/she knew or should have known of the occurrence of the event or condition on which the grievance is based. The written grievance shall include a statement of the facts involved, the specific provision(s) of the Agreement alleged to have been violated, and the remedy requested. Within ten (10) working days after the Department Head or other appropriate supervisor receives the grievance, he/she shall meet with the Grievance Committee of the Association, and shall respond to the grievance in writing.

Section IV - If the Association is not satisfied with the response to the grievance at the previous step, it may within ten (10) working days after receipt of such response present such grievance in writing to the Town Manager or his/her designee. Within ten (10) working days after the Town Manager or his/her designee receives the grievance, he/she shall meet with the Grievance Committee, and shall respond to the grievance in writing.

Section V - If the Association is not satisfied with the response to the grievance at the previous step, it may within ten (10) working days after receipt of such response present such grievance in writing to the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association (AAA), at the election of the Association, for grievances involving dismissal or suspensions of over five (5) working days, or by mutual agreement of the parties with a copy to the Town. The Board shall hear and decide the case in accordance with its rules and regulations. However, the arbitrators shall hear and decide only one case at a time and shall have no power to add to, delete from, or modify in any way any of the terms of this Agreement. The decision of the arbitrators shall be final and binding

on all parties.

Section VI - Any grievance not presented in writing within twenty (20) working days after the employee knew or should have known of the occurrence of the event or condition on which it is based shall be waived. Failure of the Town to respond in writing at any step of the grievance procedure within the appropriate time limit shall entitle the Association to appeal to the next step of the procedure without awaiting a response.

Section VII - Either party is entitled to representation of its choice at any level of the grievance procedure, provided that the costs of such representation shall be borne entirely by the party requesting it. The cost of arbitration, if any, shall be borne equally by the parties.

ARTICLE XXI DISCIPLINE AND DISCHARGE

Section I - A written warning or reprimand received by a member shall be inadmissible and of no force or effect for any purposes whatsoever two (2) years afterwards, unless during such year the member received another written warning or reprimand for the same or similar reason. Records of other penalty and disciplinary actions will be similarly voided if no further action has been taken after three (3) years following the date of the incident.

Section II - No employee shall be discharged, demoted or otherwise disciplined without just cause.

ARTICLE XXII DURATION


The effective date of the agreement shall be July 1, 2022, except as otherwise noted, and the agreement shall remain in effect until June 30, 2025 and shall continue in effect from year to year thereafter, until a new contract shall be negotiated and adopted. Either party wishing to negotiate a new contract shall notify the other in writing between one hundred and twenty days and one hundred and eighty days prior to the expiration of this Agreement of its desire to amend, modify or revise this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused their names to be signed this _____ day of _____, 2022.

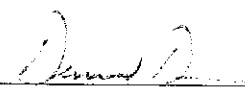
TOWN OF BERLIN

BERLIN MIDDLE MANAGEMENT ASSOCIATION

Town Manager



President



Vice President

APPENDIX A – EQUIPMENT, UNIFORMS AND VEHICLES

Section I - \$300.00 Annual Safety Equipment Allowance is applicable to the positions of Deputy Director of Public Works, Fleet Management Director, Superintendent of Public Grounds, Foreman of Public Grounds, Superintendent of Highways, Foreman of Highways, Assistant Director of Golf, Chief Fire Marshal, Foreman of Water Control, Superintendent of Facilities, Foreman of Facilities, Building Inspector, Assistant Building Inspector, Deputy Fire Marshal/EMD, and Senior Engineering Technician.

Section II - Uniforms shall be provided for positions of Superintendent of Public Grounds, Foreman of Public Grounds, Superintendent of Highways, Fleet Management Director, Assistant Director of Golf, Foreman of Highways, Chief Fire Marshal, Foreman of Water Control, Superintendent of Facilities, Foreman of Facilities, Deputy Fire Marshal/EMD and Senior Engineer Technician.

Section III - Town vehicles are authorized for the positions of Superintendent of Public Grounds, Foreman of Public Grounds, Superintendent of Highways, Foreman of Highways, Fleet Management Director, Superintendent of Facilities, Foreman of Facilities, Chief Fire Marshal, and Deputy Fire Marshal/EMD who are on 24-hour call for the Town.

Section IV - All uniforms shall be Town approved uniforms.

APPENDIX B – FLSA CLASSIFICATION

Administrative Assistant to TM	Non-exempt
Assessment Technician	Non-exempt
Assistant Building Inspector	Non-exempt
Assistant Children's Librarian	Non-exempt
Assistant Senior Center Director	Non-exempt
Children's Librarian	Non-exempt
Computer Technician	Non-exempt
Deputy Town Clerk	Non-exempt
Foreman, Facilities	Non-exempt
Foreman, Highway	Non-exempt
Foreman, Public Grounds	Non-exempt
Foreman, WCC	Non-exempt
Reference Librarian / Digital Services	Non-exempt
Senior Engineering Technician	Non-exempt
Water Control Technician / Superintendent	Non-exempt
Account/Budget Analyst	Exempt
Assessor	Exempt
Assistant Director of Golf	Exempt
Assistant Director of Finance	Exempt
Assistant Town Planner / ZEO	Exempt
Building Inspector	Exempt
Chief Fire Marshal	Exempt
Clinical Nursing Supervisor	Exempt
Collector of Revenue	Exempt
Deputy Assessor	Exempt
Deputy Director of Public Works	Exempt
Deputy Fire Marshal / EMD	Exempt
Director of Social & Youth Svc	Exempt
Economic Development Director	Exempt
Fleet Management Director	Exempt
Head of Adult Services	Exempt
Head of Children & Teen Services	Exempt
Head of Circulation	Exempt
Information Technology Manager	Exempt
IT Specialist - Police	Exempt
Purchasing Agent	Exempt
Senior Center Director	Exempt
Social Worker	Exempt
Superintendent of Facilities	Exempt
Superintendent Highways	Exempt
Superintendent of Public Grounds	Exempt
Superintendent of Recreation	Exempt
Town Planner	Exempt
Treasurer	Exempt

APPENDIX C – POSITIONS BY GROUP

Group A

Administrative Assistant
Assistant Senior Center Director
Children's Librarian
Reference Librarian / Digital Services
Social Worker

Group B

Assistant Building Inspector
Budget Analyst
Computer Technician
Deputy Assessor
Deputy Town Clerk
Director of Social & Youth Services
Foreman of Facilities
Foreman of Highways
Foreman of Public Grounds
Foreman of Water Control
Head of Adult Services
Head of Children & Teen Services
Head of Circulation
Purchasing Agent
Senior Center Director
Zoning Enforcement Officer

Group C

Assessor
Assistant Finance Director
Assistant Director of Golf
Assistant Town Planner
Building Inspector
Collector of Revenue
Deputy Fire Marshal/EMD
Economic Development Director
Fleet Management Director
IT Network Application Specialist - Police
Superintendent of Recreation
Water Control Manager/Superintendent
Senior Engineering Technician
Superintendent of Facilities
Superintendent of Highway
Superintendent of Public Grounds

Group D

Chief Fire Marshal
Deputy Director of Public Works
Town Planner
VNA Administrator/Clinical Supervisor

APPENDIX D - SALARY SCHEDULE
JULY 1, 2022 - JUNE 30, 2025

GRP A	2.25%	2.50%	2.75%
STEP	7/1/22	7/1/23	7/1/24
3			
4			
5			
6	\$55,197	\$56,577	\$58,133
7	\$56,531	\$57,944	\$59,537
8	\$57,862	\$59,309	\$60,940
9	\$59,195	\$60,675	\$62,344
10			
11	\$61,862	\$63,409	\$65,153
12	\$63,196	\$64,776	\$66,557
13	\$64,530	\$66,143	\$67,962
14			
15	\$65,863	\$67,510	\$69,367
16	\$66,527	\$68,190	\$70,065
17	\$67,197	\$68,877	\$70,771
18	\$67,860	\$69,557	\$71,470
19	\$68,530	\$70,243	\$72,175
20	\$69,194	\$70,924	\$72,874
21	\$69,859	\$71,605	\$73,574

GRP B	2.25%	2.50%	2.75%
STEP	7/1/22	7/1/23	7/1/24
3			
4			
5			
6	\$72,133	\$73,936	\$75,969
7	\$73,974	\$75,823	\$77,908
8	\$75,816	\$77,711	\$79,848
9	\$77,652	\$79,593	\$81,782
10			
11	\$81,334	\$83,367	\$85,660
12	\$83,173	\$85,252	\$87,596
13	\$85,015	\$87,140	\$89,536
14			
15	\$86,855	\$89,026	\$91,474
16	\$87,777	\$89,971	\$92,445
17	\$88,698	\$90,915	\$93,415
18	\$89,580	\$91,820	\$94,345
19	\$90,462	\$92,724	\$95,274
20	\$91,345	\$93,629	\$96,204
21	\$92,227	\$94,533	\$97,133

GRP C	2.25%	2.50%	2.75%
STEP	7/1/22	7/1/23	7/1/24
3			
4			
5			
6	\$81,107	\$83,135	\$85,421
7	\$83,264	\$85,346	\$87,693
8	\$85,421	\$87,557	\$89,965
9	\$87,580	\$89,770	\$92,239
10			
11	\$91,896	\$94,193	\$96,783
12	\$94,058	\$96,409	\$99,060
13	\$96,213	\$98,618	\$101,330
14			
15	\$98,373	\$100,832	\$103,605
16	\$99,450	\$101,936	\$104,739
17	\$100,528	\$103,041	\$105,875
18	\$102,009	\$104,559	\$107,434
19	\$103,489	\$106,076	\$108,993
20	\$104,970	\$107,594	\$110,553
21	\$106,448	\$109,109	\$112,109

GRP D	2.25%	2.50%	2.75%
STEP	7/1/22	7/1/23	7/1/24
3			
4			
5			
6	\$106,797	\$109,467	\$112,477
7	\$108,655	\$111,371	\$114,434
8	\$110,523	\$113,286	\$116,401
9	\$112,382	\$115,192	\$118,360
10			
11	\$116,099	\$119,001	\$122,274
12	\$117,959	\$120,908	\$124,233
13	\$119,822	\$122,818	\$126,195
14			
15	\$121,685	\$124,727	\$128,157
16	\$122,613	\$125,678	\$129,134
17	\$123,544	\$126,633	\$130,115
18	\$124,477	\$127,589	\$131,098
19	\$125,408	\$128,543	\$132,078
20	\$126,338	\$129,496	\$133,057
21	\$127,272	\$130,454	\$134,041

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of January, 2015, 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); and Berlin Middle Management Association.

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

WHEREAS, the parties wish to enter into a Defined Contribution Retirement Plan Coalition Agreement (hereinafter "DCRP-CA") in an effort to reduce the financial impact of employee retirement plan costs while providing consistency in plan design for all bargaining units;

WHEREAS, a description of the 2015 - 2025 DCRP-CA 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:

1. DCRP-CA shall replace all individual defined contribution provisions contained in the collective bargaining agreements of the respective unions, and shall be available to those members of the Unions who are eligible Employees as of January 1, 2015.
2. DCRP-CA shall remain in effect from the date of the execution of this agreement until January 1, 2025.
3. If by January 1, 2025, no party seeks a change in the defined contribution retirement 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 Defined Contribution Retirement Plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 8th of January 2015.

Denise M. McNair
TOWN MANAGER

Walter C. B. B.
BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52

William J. B.
BERLIN WHITE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #28

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

Don D.
BERLIN MIDDLE MANAGEMENT ASSOCIATION

EXHIBIT A

The Town of Berlin Defined Contribution Plan is available to Eligible Participants who are members of the DCRP-CA as follows:

Eligibility Date

- 1) Employees hired prior to January 1, 2015 will be eligible to participate in the plan upon their date of hire.
- 2) Employees hired on or after January 1, 2015 will be eligible to participate following the completion of one full year of service.

Employee Contributions

- 1) Employees hired prior to January 1, 2015 will be eligible to contribute between one (1%) and five (5%) percent of their base wages into the plan.
- 2) Employees hired on or after January 1, 2015 will be eligible to contribute between one (1%) and six (6%) percent of their base wages into the plan.

Employer Matching Contribution

- 1) Employees hired prior to January 1, 2015 will be eligible for a 200% employer match of their contributions to the plan.
- 2) Employees hired on or after January 1, 2015 will be eligible for a 100% employer match of their contributions to the plan.

Duration

The employee and employer contributions defined above will not be eligible for negotiations until the successor agreements following January 1, 2025.

The plan document will be amended to mirror the above noted changes.

COALITION BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February, 2021, 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 (CALU Local #2); 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; Berlin Dispatchers (CALU Local #911); 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:

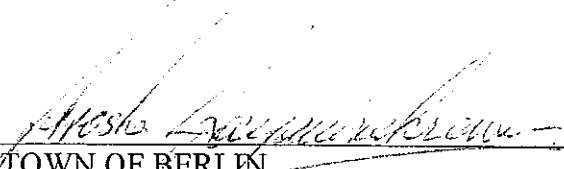
WHEREAS, a description of the 2021-2026 MICA insurance plan is attached hereto as Exhibit A; and

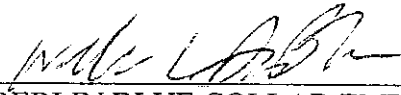
WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;

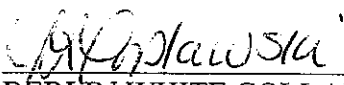
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

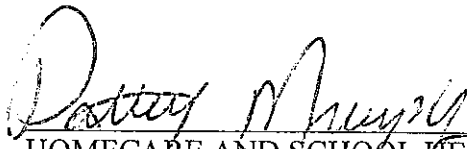
1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the date of the execution of this agreement until July 1, 2026.
3. If by June 30, 2026, 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 17 of February 2021.


TOWN OF BERLIN

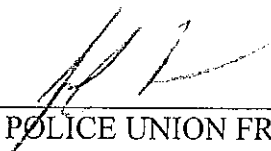

BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL
222, CILU/CIPU, CILU #52


BERLIN WHITE COLLAR EMPLOYEES, CALU Local #2


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


BERLIN DISPATCHER EMPLOYEES, CALU Local #911


THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

July 1, 2021 - June 30, 2026

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	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
Prescription Drug: Retail Co-pay Mail Order Co-pay Maximum Formulary	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 OPTION SE

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 2021-2022	27.5% Employee Cost Share 72.5% Employer Cost Share
Plan Year 2022-2023	28% Employee Cost Share 72% Employer Cost Share
Plan Year 2023-2024	28.5% Employee Cost Share 71.5% Employer Cost Share
Plan Year 2024-2025	29% Employee Cost Share 71% Employer Cost Share
Plan Year 2025-2026	29% Employee Cost Share 71% Employer Cost Share

July 1, 2021 - June 30, 2026

OPTION 2: High Deductible Plan & HSA:

July 1, 2021 - June 30, 2022 - \$2,000/\$4,000 High Deductible plan with HSA

July 1, 2022 - June 30, 2025 - \$2,250/\$4,500 High Deductible plan with HSA

July 1, 2025 - June 30, 2026 - \$2,500/\$5,000 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 (\$10 / \$25 / \$40)

Health Savings Account Funding:

Plan Year 2021-2022	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2022-2023	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2023-2024	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2024-2025	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2025-2026	Town Funds 50% of Deductible Deposited with the first pay in July

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 Deductible with H.S.A.

Plan Year 2021-2022	17.5% Employee Cost Share 82.5% Employer Cost Share
Plan Year 2022-2023	18% Employee Cost Share 82% Employer Cost Share
Plan Year 2023-2024	18.5% Employee Cost Share 81.5% Employer Cost Share
Plan Year 2024-2025	19% Employee Cost Share 81% Employer Cost Share
Plan Year 2025-2026	19% Employee Cost Share 81% Employer Cost Share

July 1, 2021 - June 30, 2026

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 spouses must have completed all of their age appropriate screenings and have their physician certify completion of those screenings. *Dependent children are no longer required to submit wellness paperwork.* All Wellness forms are due to HR by June 30th of the plan year.

Plan Year 2021-2022	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2022-2023	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2023-2024	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2024-2025	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2025-2026	\$200 Single Option \$300 Employee plus One Option \$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 Savings Account

INSURANCE WAIVER BENEFIT

In recognition of the significant cost impact health insurance can have on an employer, the Town pays a premium to staff who waive coverage (*not applicable to single coverage*). Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere (not with the Town of Berlin nor with the Berlin Public Schools), an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of coverage these employee will receive on an annual basis, the following amounts (paid quarterly): Employee Plus One: \$1,800, Family: \$2,500

** 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.*

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager 
DATE: December 7, 2022
SUBJECT: Chief of Police - Extension of Employment Agreement

SUMMARY:

- An Extension of Employment Agreement between the Town of Berlin and Chief of Police, Matthew McNally, subject to the consent of its Town Council and Board of Police Commissioners.
- The length of this agreement is from November 1, 2022 – October 31, 2026. This four-year term of this Agreement shall be considered an extension of the original Employment Agreement terminating on October 31, 2022 which was unanimously voted on during the Police Commission meeting on Wednesday, November 16, 2022.

The Human Resources department is requesting Town Council approval of this Extension of Employment Agreement.

ACTION NEEDED:

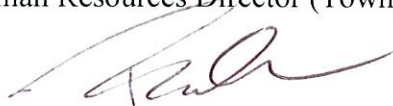
Move to approve and authorize the Town Manager to enter into an Extension of Employment Agreement with Chief of Police, Matthew McNally, from November 1, 2022 – October 31, 2026.

ATTACHMENTS:

Chief of Police - Extension of Employment Agreement

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)



**EXTENSION OF
EMPLOYMENT AGREEMENT
CHIEF OF POLICE**

THIS AGREEMENT ("Agreement") is made as of the ____ day of November, 2022 by and between the Town of Berlin ("the Town") acting herein through its Town Manager, Arosha Jayawickrema, subject to the consent of its Town Council and Board of Police Commissioners (the "Commission"), and **MATTHEW MCNALLY** ("MCNALLY" or the "Chief").

WITNESSETH

WHEREAS, the Chief of Police is a contract employee with conditions and terms of employment, salary and benefits to be determined by a written agreement negotiated by the Board of Police Commissioners, approved by the Town Council and executed by the Town Manager; and

WHEREAS, the Town desires to employ MCNALLY as its Chief of Police and MCNALLY desires to serve in said capacity, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. EMPLOYMENT.** The Town hereby employs the Chief, and the Chief hereby accepts employment as the Chief of Police of the Town of Berlin, Connecticut, upon the terms and conditions hereinafter set forth.
- 2. TERM.** The term of said employment is for a period of four (4) years, commencing November 1, 2022, and terminating October 31, 2026. The four-year term of this Agreement shall be considered an extension of the original Employment Agreement terminating on October 31, 2022.
- 3. DUTIES.** The Chief shall devote his full time and energies and shall faithfully perform all of the duties of Chief of Police of the Town of Berlin as set forth in the job description attached hereto and incorporated herein by reference. The Chief shall maintain open lines of communication with the office of the Town Manager and shall keep the Town Manager, the Mayor and the Chairman of the Commission informed of significant police department business in a timely manner. As a department head, the Chief shall attend all meetings called by the Town Manager which may require Police Department coordination, input or involvement.

At all times during the term of this Agreement, the Chief's sole employment shall be as Chief of Police. "Sole employment" as used herein shall not be construed to prohibit the Chief from occasional work other than for the Town, including teaching, writing or consulting, provided such other work is performed after regular work hours, during weekends, holidays and/or vacations and further provided that such work does not bring the Town into disrepute or impair the Chief's efficiency or effectiveness in performing his duties for the Town. The Town is not responsible for any costs associated with such occasional work, nor will the Town reimburse the Chief for any such costs.

4. **HOURS.** The Town and the Chief recognize that he is responsible for the continuous operation of the police department, 7 days each week, 24 hours each day. The normal working hours of the Chief will be at least 40 hours each week, regularly scheduled Monday through Friday in the daytime. The Chief will often be called upon to perform duties outside of his normal working hours, including but not limited to observation of department activities at all hours, attendance at meetings and responding in the case of emergencies. In recognition of this need to work flexible hours, the Chief will be allowed reasonable discretion and flexibility in setting his hours of work, provided that he gives notice to the Chairman of the Commission of any adjustments to his regular work schedule.

5. **RESIDENCY.** The Chief shall establish his primary residence in Berlin, Connecticut within one year hereof unless the Commission issues a written waiver or extension of this requirement.

6. **PERFORMANCE GOALS.** The Commission, with input from the Town Manager, the Mayor and the Chief, shall establish reasonable performance goals and objectives for the Chief. The Chief shall meet with the Commission at least once per month during the one-year term of this Agreement for purposes of discussing the Chief's performance. The Commission or the Chief may initiate more frequent discussions of the Chief's performance whenever such discussions are deemed to be appropriate. Failure of the parties to fulfill the provisions of this paragraph concerning performance goals shall not invalidate, impair or modify any other provision or paragraph of this Agreement.

7. **COMPENSATION.**

A. **Salary.** The Chief's base annual salary shall be one hundred forty-seven thousand two hundred ninety dollars (\$147,290.00) for the first year of this Agreement. Thereafter, if the term of this Agreement is extended by written agreement of the parties, the Chief's salary shall be considered and determined by the Commission on an annual basis. The base salary shall be paid in equal installments in accordance with the schedule of salary payments in effect for other Town Department Heads. In each subsequent year of this Agreement, the Chief shall have a performance review subject to the provisions of paragraph 6 herein above, and decisions as to future salary increases shall be made following such reviews, subject to the recommendation by the Commission and final approval of the Town Manager.

B. Fringe Benefits. The Town shall provide the following fringe benefits to the Chief:

(1) Paid Holidays and Vacation:

Paid Holidays shall be in accordance with what is provided to the other Department Heads of the Town. Currently, twelve paid holidays and two floating holidays are granted to Department Heads.

Vacation leave with pay shall be provided as follows: The Chief shall receive twenty (20) days of vacation leave with pay for each year of this agreement. Unused vacation shall not be carried over one year to the next. The Chief shall receive payment for all unused vacation at the time of termination of this Agreement.

(2) Personal Days/Sick Days:

(a) Sick leave and personal time shall be in accordance with the sick leave and personal time afforded to other Department Heads of the Town.

(3) Disability Benefits for Non-Job-Related Illness or Injury. The Chief shall be eligible for the same disability benefits for an extended absence due to non-job-related illness or injury as is afforded to other Department Heads of the Town.

(4) Health Insurance. The Chief has waived participation in the Town's health insurance plan and the base salary reflects payment from the Town in consideration of the waiver.

(5) Life Insurance. The Town shall provide life and accidental death and dismemberment insurance to the Chief in accordance with the coverage benefits afforded to other Department Heads of the Town.

(6) Uniforms and Cleaning. The Chief shall be eligible for an annual clothing allowance in the amount of \$950 per fiscal year.

(7) Vehicle. The Town shall provide the Chief a fully insured motor vehicle for his exclusive and lawful use appropriate to his position. The Town-issued vehicle shall not be operated outside of the state of Connecticut.

(8) Pension. The Chief shall be eligible to participate in retirement investment options in the Town's 401a employer matching program and/or the Town's 457 plan (Roth or pre-tax) in accordance with the options afforded to other Department Heads of the Town.

C. Expense Reimbursement. The Chief shall be reimbursed for out-of-pocket expenses, such as dues, subscriptions, travel and professional conference fees, incurred in the performance of his professional duties on behalf of the Town; provided that such expenses have been

appropriately funded in the police department budget and processed by the Finance Department, in accordance with the Town's established finance procedures.

8. MEDICAL EXAMINATION/DRUG AND ALCOHOL TESTING. The Chief shall submit to a comprehensive medical examination in each year prior to the Effective Date of this Agreement or the effective date of any extension or renewal thereof. A statement from the examining physician certifying to the satisfactory ability of the Chief to perform his duties shall be filed with the Board of Police Commissioners and placed in the Town medical file, pursuant to Connecticut General Statutes §31-128. Any cost of said medical examination and report which is not covered by the Chief's health insurance shall be borne by the Town. The Town Substance Abuse Prevention provisions applicable to regular police officers shall apply to the Chief.

9. TERMINATION. This Agreement may be terminated as follows:

A. The Town, upon the prior approval of the Commission, and the Chief may terminate, amend or extend this Agreement, in writing, at any time by mutual written agreement;

B. The Chief may terminate this Agreement by resignation or retirement, giving as much notice as possible, but in no event less than forty-five (45) calendar days;

C. The Chief may be dismissed for just cause in accordance with Connecticut General Statute §7-278, whereupon the Agreement shall be terminated;

D. Upon expiration of this Agreement unless extended by the parties hereto in writing; or

E. Upon the death of the Chief.

In the event of the death of the Chief (unless his employment had been previously terminated pursuant to the terms of this Agreement or the expiration thereof) the Chief's beneficiary, and if none his estate, shall within sixty (60) calendar days from the date of death be paid all accrued but unused vacation.

The Chief shall be deemed "permanently disabled" under the provisions of this paragraph 9, if it is determined, as hereinafter provided, that he suffers from either a physical or a mental disability that substantially impairs his performance of his essential job duties with reasonable ADA accommodations and will continue to so substantially impair his performance for a period greater than one year beyond the date of the determination.

In the event the disability determination is made by the Chief's physician, the Town may appoint a physician to review the determination. In the event the disability determination is made by a physician appointed by the Town, the Chief's physician may review the determination. When there is a conflict between the opinion of the Chief's physician and the opinion of the physician selected by the Town, a third physician, mutually appointed by the first two physicians, shall render his opinion, which shall prevail. Physician fees shall be paid by the Town, unless otherwise covered by the Chief's health insurance.

In the event that the physician's determination is that the Chief is permanently disabled, as

hereinbefore defined, and the Chief does not voluntarily resign his employment; then the Commission shall have the right to relieve him of his duties and to conduct proceedings to terminate this Agreement.

10. ENTIRE AGREEMENT. The provisions of this Agreement supersede all of the provisions of any and all prior written and oral agreements. The parties agree that this Agreement represents the entire agreement between the parties with respect to the employment of the Chief.

11. AMENDMENT. This Agreement may be amended and/or modified at any time by mutual agreement, provided, however, that any modification and/or amendment must be in writing, must be approved by the Commission and must be executed by both parties hereto.

12. ARBITRATION. Any controversy, claim or breach arising out of or relating to this Agreement shall initially be submitted for settlement to the Commission. If the Chief is not satisfied with the decision of the Commission, which decision shall be rendered within thirty (30) calendar days from the date of submission of the controversy, then the Chief may submit the controversy, claim or breach issue to a single neutral arbitrator selected pursuant to the labor arbitration rules then pertaining to the American Arbitration Association, provided, however, that in the event of dismissal, the Chief shall have the option to appeal to the Superior Court, in accordance with Connecticut General Statutes Section 7-278, or to seek arbitration of the dispute.

Arbitration shall take place in accordance with the labor and employment rules of the American Arbitration Association and the Connecticut Arbitration Act. The award of the arbitrator shall be final and binding upon all parties. The arbitrator shall be limited to the express terms of this Agreement and shall not have the power to modify, amend or delete any terms or provisions of this Agreement. The costs of arbitration, including the cost of the arbitrator and all other costs relating to the services and proceedings, shall be borne equally by the Town and the Chief; however, the arbitrator may award costs, fees and expenses of arbitration.

13. **INDEMNIFICATION.** The Town shall protect and save harmless the Chief, pursuant to Connecticut General Statutes Section 7-101a, as amended.

14. **SAVINGS CLAUSE/APPLICABLE LAW.** If any provision of this Agreement shall be declared void or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects to be valid and enforceable, provided that such severance does not defeat the purposes and intent of this Agreement, in which case the severed provision shall be deemed replaced by a legally permissible and enforceable provision that comes closest to reflecting the original agreement and intent of the parties. This Agreement supersedes any conflicting provision of the Town of Berlin Personnel Rules. This Agreement shall be construed according to the laws of the State of Connecticut.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year hereinafter set forth, and to a duplicate of the same tenor and date.

Witness:

CHIEF OF POLICE

MATTHEW J. MCNALLY

Date

Witness:

THE TOWN OF BERLIN

By: _____
Arosha Jayawickrema Date
Town Manager, duly authorized

Acknowledged By:

BOARD OF POLICE COMMISSIONERS

Witness:

By: _____
Steve Wilson Date
Chairman, duly authorized

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 5, 2022

SUBJECT: Request for Town Council to Bid for Request for Proposals to Study the Three Water/Sewer Systems in Berlin

SUMMARY:

The Berlin Water Control Commission (BWCC) met on November 22, 2022 and discussed the issue about the potential evaluation of the three water districts in Berlin to assess their Technical, Managerial and Financial Conditions to serve the needs of water and sewer for Berlin.

An earlier study was conducted by Fuss & O'Neill without a definitive conclusion. The Commission feels it is time to have a detailed analysis of Berlin Water Control, Kensington Fire District, and Worthington Fire District.

The Commission believes it is necessary that the Town has an independent consultant evaluate each district to determine strengths and weaknesses. There is concern that if there is ever a default similar to East Berlin Fire District in 1966, the Town must recognize the obligation that it would inherit.

On November 22, 2022, the Berlin Water Control Commission voted to approve this request and hope that Town Council members agree.

ACTION NEEDED:

Move to authorize the Town Manager to Request Proposals to study the three Water/Sewer Districts in the Town of Berlin.

PREPARED BY:

Ray Jarema, P.E., Water Control Commission



TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 1, 2022

SUBJECT: Purchase Order Approvals for Department no. 38 and Department no. 61 Contractual Services

Summary of Agenda Item:

Over the course of Fiscal year 2023, the Facilities Department will utilize contractual services for projects, maintenance, and repairs of building infrastructure. The magnitude of these services exceeds the current purchasing guidelines cumulatively. We are requesting approval to increase purchase orders as needed, up to \$25,000 without exceeding the account balance in Department 38, Public Buildings, contractual services account 001.20.2038.0.53814.00000 and Department 61 School Expenses, contractual services account 001.35.3561.0.53814.00000 for the following vendors utilizing various State, National and Consortium contracts along with bid waivers when necessary. Matson Rugs, John Boyle, McBride Carpets, M. Frank Higgins, Dalene Flooring, Greenwood Industries, Northeast Interior Systems, KMK Insulation, Disaster Restoration Services, Integrated Systems Services, and Encore Holding.

Action Needed:

Move to utilize various State, National and Consortium purchasing contracts and approve purchase orders up to \$25,000 as needed in Departments 38 Public Buildings and 61 School Expenses, contractual services accounts without exceeding the account balances during fiscal year 2023 for the following vendors: Matson Rugs, John Boyle, McBride Carpets, M. Frank Higgins, Dalene Flooring, Greenwood Industries, Northeast Interior Systems, KMK Insulation, Disaster Restoration Services, and Encore Holding.

Attachments:

None

Prepared By:

Douglas Solek, Director of Facilities



TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 1, 2022

SUBJECT: Town Hall Heat Trace Project Materials Purchase

Summary of Agenda Item:

In Fiscal Year 2022, funding was allocated to replace the heat trace wire within the gutters and downspouts at Town Hall as the current cable is no longer operable. The new enhanced cable offers a ten-year warranty along with improved durability and performance. The previous design and current materials order was reviewed with factory representatives from the heat trace manufacturer Chromalox and the electrical contractor performing the install from the current on-call agreements. Graybar Electric of Wallingford, CT has provided the lowest materials price for the heat trace utilizing the Omnia Partners National Agreement EV2370 in the amount of \$32,962.00. A 10 percent contingency is being requested for any additional miscellaneous materials bringing the total purchase to an amount not to exceed \$36,258.00. Funding is available in the Gutters, Roof Trace and Masonry Repairs Account 500.20.2038.0.54000.00354

Action Needed:

Move to utilize Omnia Partners National Agreement EV2370 and approve the purchase of Chromolox heat trace cable to replace the cable within the gutters and downspouts and associated accessories at Town Hall from Graybar Electric of Wallingford, CT for an amount not to exceed \$36,258 which includes a 10 percent project contingency.

Attachments:

Graybar Proposal and Product Sheets
Certificate of Sufficiency of Funds

Prepared By:

Douglas Solek, Director of Facilities



25 RESEARCH PARKWAY
WALLINGFORD CT 06492-1927
Phone: 8002292537 2032844500
Fax: 203284

To: BERLIN, TOWN OF
DOUG SOLEK
240 KENSINGTON RD
BERLIN CT 06037
Attn: Doug Solek
Phone: 860-828-7029
Fax: 860-828-8928
Email: dsolek@town.berlin.ct.us

Date: 11/30/2022
Proj Name:
GB Quote #: 0242157756 Rev-2
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 11/29/2022
Valid To: 12/29/2022
Contact: GERALD KATIN
Email: gerald.katin@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
200	3,000 EA CHROMALOX			CPR5-2CT		\$9.47	1	\$28,410.00
Ship From: Drop Ship-Factory								
300	50 EA CHROMALOX			386505	RG-PK-PAK POWER CONN KITUSED W THERMWIRE	\$54.03	1	\$2,701.50
GB Part #: 26072650 UPC #:								
Ship From: Drop Ship-Factory								
400	50 EA CHROMALOX			386641		\$18.78	1	\$939.00
Ship From: Drop Ship-Factory								
500	1 EA CHROMALOX			LCD 8-240		\$911.41	1	\$911.41
Ship From: Drop Ship-Factory								

Total in USD (Tax not included): \$32,961.91

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: BERLIN, TOWN OF
DOUG SOLEK
240 KENSINGTON RD
BERLIN CT 06037
Attn: Doug Solek

Date: 11/30/2022
Proj Name:
GB Quote #: 0242157756 Rev-2

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

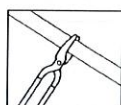
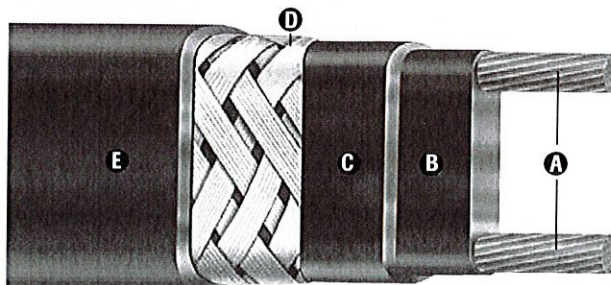
COMMERCIAL HEAT TRACE

CPR Self-Regulating Heat Trace

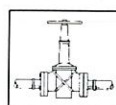
- Self-Regulating, Energy Efficient
- Process Temperature Maintenance to 150°F (65°C) (Power On)
- Max. Continuous Exposure Temp. 185°F (65°C) (Power Off)
- CPR Commercial Applications
 - Pipe Freeze Protection
 - Potable & Non-Potable Piping
 - Sanitary & Storm Piping
 - Fire Sprinkler Piping
 - Flow Maintenance
 - Greasy Waste Piping
 - Diesel Fuel Piping
 - Roof & Gutter De-icing
 - Freezer Frost Heave Prevention
 - Floor Warming
 - TPR or TPE Overjackets
 - Circuit Lengths, Up to 660 Ft.
 - 3, 5, 8, 10 and 15 W/Ft.
 - 120, 208 - 277 Volt From Stock
 - Approximate Size 3/8"W x 1/8"H
 - Minimum Bend Radius 1-1/8"
 - For Use on Metal Pipes, Plastic Pipes, Roofs, and Gutters

Per IEEE 515.1 for Commercial Heating Device installation Type A, B, C or D including on insulated surfaces, outdoor exposed areas, installation with embedded trace heating and installation with trace heater inside conduit or piping.

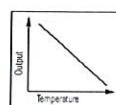
WARNING — A ground fault protection device is required by NEC to minimize the danger of fire if the heating cable is damaged or improperly installed. A minimum trip level of 30mA is recommended to minimize nuisance tripping.



Cut to Length
in Field



Can be Single
Overlapped



Self Regulating
Output



Description

Chromalox CPR Cable is a multi-purpose heating cable designed for commercial pipe tracing, roof & gutter deicing, embedded floor warming, and frost heave prevention. Chromalox's CPR Cable is constructed of a self-regulating polymer core that varies its heat output based on sensed temperature along its entire length. It can be easily cut to length, spliced, tee to more easily follow piping networks. In addition to insulated surfaces, Chromalox's CPR Heating Cable can be used on roofs and in gutters to prevent Ice Dams and provide a path for the melt water to excavate the roof surface.

Chromalox's CPR Heating Cable can be placed in conduit and embedded in concrete to prevent frost heave or placed onto concrete slabs for supplemental comfort heat. Chromalox's CPR cable can even be placed inside of conduit for applications making replacement of the heating cable possible. Chromalox's CPR is truly a versatile heating cable solution.

Features

- Energy efficient, self-regulating CPR uses less energy when less heat is required.
- Easy to install, CPR can be cut to any length (up to max. circuit length) in the field.
- Field splices can be performed easily in minutes with no scrap or wasted cold sections.
- CPR can be overlapped without burnout, which simplifies heat tracing of in-line process equipment such as valves, elbows and pumps.
- Because CPR is self-regulating, overtemperature conditions are minimized.
- Chromalox termination, splice, tee and end seal kits reduce installation time.

Construction

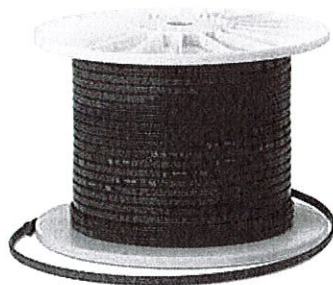
- A Twin Nickel Plated 16 AWG Copper Buss Wires** — Provide high electrical current capability.
- B Semiconductive Polymer Core Matrix** — its electrical resistance varies with temperature. As process temperature drops, the core's heat output increases; conversely, as process temperature rises, the heat output decreases.
- C Polyolefin Jacket** — Flame retardant, electrically insulates the matrix and buss wires. Also provides resistance to water and some inorganic chemical solutions.
- D Tinned Copper Braid** — The braid covering the jacket provides additional mechanical protection in any environment and a positive ground path.
- E High Temperature Fluoropolymer or TPR Overjacket** — Corrosion resistant, flame retardant overjacket is highly effective in many environments. TPR coatings protect against certain inorganic chemical solutions. Fluoropolymer coatings are used for exposure to organic or corrosive solutions. These coatings also protect against abrasion and impact damage.

Approvals

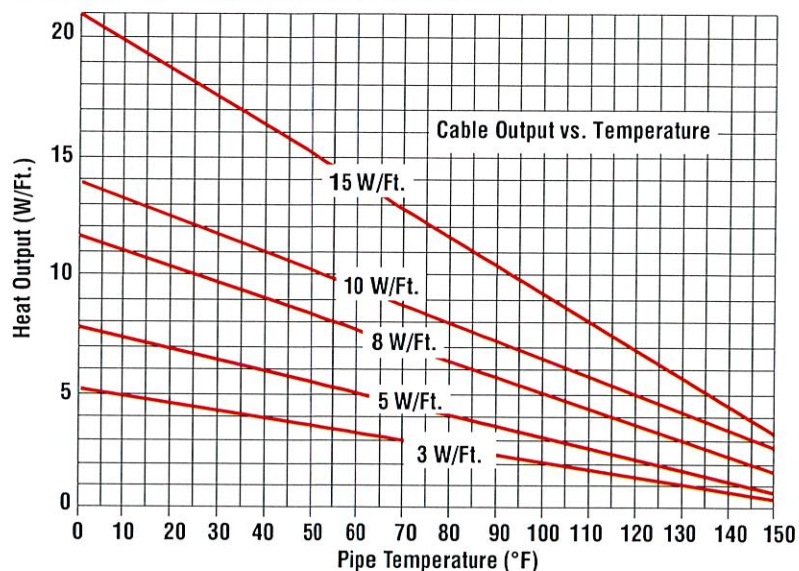
Ordinary areas, roof and gutter, fire suppression system piping and grease waste flow maintenance.

COMMERCIAL HEAT TRACE

CPR Self-Regulating Heat Trace *(cont'd.)*

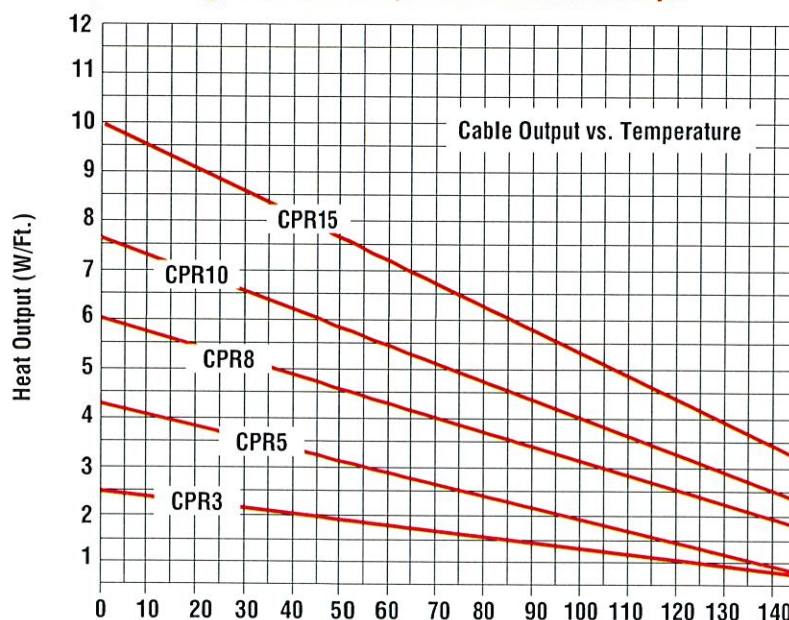


Thermal Output Ratings on Insulated Metal Pipe¹



Note 1 — Thermal output is determined per IEEE 515-2011 Standard for testing, design installation, and maintenance of electrical resistance heat tracing section 4.1.11 Method C.

Thermal Output Ratings on Plastic Pipe with Aluminum Tape



CPR Heating Cable in Snow - Output W/Ft

Cable Model	Rated @ 50°F in Air			Rated @ 32°F in Snow & Ice		
	208V	240V	277V	208V	240V	277V
CPR5-2	4.10	5.00	5.60	7.57	8.80	11.50
CPR8-2	6.88	8.00	8.96	15.65	18.20	21.90
CPR10-2	8.70	10.00	11.10	20.88	24.00	28.00
CPR15-2	13.20	15.00	16.20	28.42	32.30	36.10

Output Wattage at Alternate Voltages (W/Ft.)

Model	208V	% Change In Output	220V	% Change In Output	277V	% Change In Output
CPR 3	2.4	-20	2.6	-13	3.4	+15
CPR 5	4.1	-18	4.5	-10	5.6	+13
CPR 8	6.88	-14	7.28	-9	8.96	+12
CPR 10	8.7	-13	9.2	-8	11.1	+10
CPR 15	13.2	-12	13.95	-7	16.2	+8

COMMERCIAL HEAT TRACE

CPR

Self-Regulating Heat Trace (cont'd.)

Circuit Breaker Selection (Max. Circuit Lengths in Ft.)

Cable Rating	65°F Start-up (Ft.)				50°F Start-up (Ft.)			
	15 Amp	20 Amp	30 Amp	40 Amp	15 Amp	20 Amp	30 Amp	40 Amp
CPR3-1	350	440	440	440	305	360	360	360
CPR3-2	680	800	825	825	600	660	660	660
CPR5-1	205	270	300	300	185	250	270	270
CPR5-2	410	550	620	620	375	505	540	540
CPR8-1	165	220	240	240	150	200	215	215
CPR8-2	310	425	480	480	285	375	420	420
CPR10-1	105	140	190	190	95	130	180	180
CPR10-2	210	230	345	420	160	210	315	360
CPR15-1	70	90	145	190	65	85	130	175
CPR15-2	105	150	220	280	100	140	210	265

GREASE FLOW MAINTENANCE

Cable Rating	40°F Start-up (Ft.)				20°F Start-up (Ft.)				0°F Start-up (Ft.)				-40°F Start-up (Ft.)			
	15 Amp	20 Amp	30 Amp	40 Amp	15 Amp	20 Amp	30 Amp	40 Amp	15 Amp	20 Amp	30 Amp	40 Amp	15 Amp	20 Amp	30 Amp	40 Amp
CPR3-1	265	350	360	360	220	290	360	360	200	270	360	360	160	210	320	340
CPR3-2	525	660	660	660	440	585	660	660	415	555	660	660	320	445	595	625
CPR5-1	170	230	270	270	150	200	270	270	135	180	270	270	105	145	215	225
CPR5-2	340	450	540	540	300	400	540	540	270	360	540	540	215	290	440	510
CPR8-1	135	180	215	215	115	155	215	215	110	145	215	215	85	115	175	195
CPR8-2	270	330	420	420	235	310	420	420	200	265	395	420	175	210	315	400
CPR10-1	90	120	180	180	85	115	170	180	80	90	135	180	65	85	125	170
CPR10-2	150	200	300	360	140	185	280	360	125	170	255	340	110	145	215	300
CPR15-1	60	80	120	165	55	75	110	150	53	70	105	140	45	60	90	120
CPR15-2	95	125	200	250	90	110	180	230	75	100	160	210	65	90	135	175

PIPE FREEZE PROTECTION

Cable Rating	40°F Start-up (Ft.)				0°F Start-up (Ft.)				-20°F Start-up (Ft.)			
	15 Amp	20 Amp	30 Amp	40 Amp	15 Amp	20 Amp	30 Amp	40 Amp	15 Amp	20 Amp	30 Amp	40 Amp
CPR3-1	265	350	360	360	200	270	360	360	180	240	360	360
CPR3-2	525	660	660	660	415	555	660	660	360	480	660	660
CPR5-1	170	230	270	270	135	180	270	270	120	160	240	270
CPR5-2	340	450	540	540	270	360	540	540	225	300	450	540
CPR8-1	135	180	215	215	110	145	215	215	95	130	195	215
CPR8-2	270	330	420	420	200	265	395	420	185	245	365	420
CPR10-1	90	105	160	180	80	90	135	180	70	95	140	180
CPR10-2	185	210	315	360	125	185	275	340	110	150	225	275

ROOF & GUTTER DE-ICING

Cable Rating	0°F Start-up (Ft.)				-20°F Start-up (Ft.)			
	15 Amp	20 Amp	30 Amp	40 Amp	15 Amp	20 Amp	30 Amp	40 Amp
CPR3-1	200	270	360	360	180	240	360	360
CPR3-2	415	555	660	660	360	480	660	660
CPR5-1	135	180	270	270	120	160	240	270
CPR5-2	270	360	540	540	225	300	450	540
CPR8-1	110	145	215	215	95	130	195	215
CPR8-2	200	265	395	420	185	245	365	420
CPR10-1	80	90	135	180	70	95	140	180
CPR10-2	125	185	275	340	110	150	225	275

FROST HEAVE PREVENTION

COMMERCIAL HEAT TRACE

CPR Self-Regulating Heat Trace *(cont'd.)*

Ordering Information

Output (W/Ft.)	Volts	Model	Stock	PCN	Wt./1000' (Lbs.)
3 @ 50°F	120	CPR 3-1CT	S	512209	66
		CPR 3-1CR	S	512102	64
	208-277	CPR 3-2CT	S	512217	66
		CPR 3-2CR	S	512110	64
5 @ 50°F	120	CPR 5-1CT	S	512225	66
		CPR 5-1CR	S	512129	64
	208-277	CPR 5-2CT	S	512233	66
		CPR 5-2CR	S	512137	64
8 @ 50°F	120	CPR 8-1CT	S	512241	66
		CPR 8-1CR	S	512145	64
	208-277	CPR 8-2CT	S	512250	66
		CPR 8-2CR	S	512153	64
10 @ 50°F	120	CPR 10-1CT	S	512268	66
		CPR 10-1CR	S	512161	64
	208-277	CPR 10-2CT	S	512276	66
		CPR 10-2CR	S	512170	64
15 @ 50°F	120	CPR 15-1CT	S	512284	66
		CPR 15-1CR	S	512188	64
	208-277	CPR 15-2CT	S	512292	66
		CPR 15-2CR	S	512196	64

To Order - Specify length, model, PCN and Installation accessories

Accessories

Accessories		DL	EL
Power Connection	Heat trace to electrical service connection	RTPC	SSK/HSK-PC
Splice & Tee		RTST	RT-RST
End Seal	For terminating cable	RTES	RT-RES
Thermostat	Ambient air sensing thermostat	RTAS	TPR
	Line sensing mechanical thermostat	RTBC	TPR

General Application & Installation Accessories such as tape, pipe straps, warning labels, etc., refer to the Heat Trace Accessories page at the end of this section.

Ordering Information

To Order — Complete the Model Number using the Matrix provided.

Model	Self-Regulating Freeze Protection	
CPR	Self-Regulating, Commercial Pipe and Roof Heating Cable	
	Code	Output (Nominal W/Ft.)
	3	Three
	5	Five
	8	Eight
	10	Ten
	15	Fifteen
	Code	Voltage
	1	120
	2	208 - 277
	Code	Overjacket Options
	CR	TPE overjacket over braid for protection against certain inorganic chemical solutions
	CT	TPE overjacket over braid for hostile/corrosive environments
CPR	<input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/>	Model Number

RG

Connection/End Seal Kits

RG-PK-PAK PCN 386505

Power termination with pipe mounting bracket, one end seal, seven warning labels.



RG-SK-PAK R&G Splice Kit PCN 386513

Materials to make two splice connection. Special weatherproof sleeving to insure trouble-free operation.



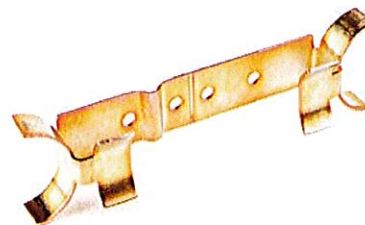
RG-EK-PAK R&G End Seal Kit PCN 386521

Materials to make three end seals.



RCK-PAK R&G Roof Clips PCN 386530

Pack of ten (10) Roof clips to attached heating cable to surface.



RDK-PAK R&G Downspout Hanger Kit PCN 386411

Materials to suspend cable down a downspout.
Three downspout per kit.





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 5-Dec-22

Purchase Item or Contract: Facilities		Requested by: D. Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Town Hall Heat Trace Materials	\$36,258.00	\$36,258.00
			-
			-
			-
			-
TOTAL			\$36,258.00

Account No. 500.20.2038.0.54000.00354

Budgeted Amount.....	\$100,000.00	Available balance.....	\$75,000.00
Encumbrances to Date.....	\$25,000.00	Amount Needed for This Package.....	\$36,258.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$38,742.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist.Finance Director

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

Finance Director or Assist.Finance Director

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: December 6, 2022

SUBJECT: Construction Manager Contract Award – Willard School HVAC Project

SUMMARY

The Public Building Commission (PBC) issued a Request for Proposals for Construction Manager (CM) as Advisor for the Willard Elementary School HVAC upgrade project. The scope of work is to assist the Town in finalizing and issuing bid documents for the Willard HVAC upgrades, assist in reviewing bids and awarding the contract, construction administration, inspecting and coordinating the various contractors throughout the project, and coordinating with final commissioning and close-out. The CM scope also includes preconstruction services to vet the HVAC design drawings, specifications, overall work plans and inspect the proposed work areas for the all three schools (including the Griswold and Hubbard Schools). Two (2) proposals were received on October 13, 2022; from Downes Construction Company of New Britain, and from Newfield Construction Group LLC of Hartford. After reviewing the proposals, the PBC interviewed both firms on October 25, 2022. The costs from each firm are presented below:

<u>Firm</u>	<u>Proposed Fee & Duration</u>	<u>Estimated Fee for 24 Months</u>
Downes	\$1,122,175 16 months	\$1,389,865
Newfield	\$ 766,225 18 months	\$ 934,625

As a result of the interviews, and review of the submitted qualifications, costs and work plans, the PBC recommends awarding the contract to Newfield Construction in the amount of \$934,625; this includes contingency in the event the construction period does go beyond 18 months up to 24 months. Funding would be provided from Account # 545.35.3561.0.54000.00341-HVAC Upgrades.

ACTION NEEDED

Move to award Contract No. 2023-08 for Construction Management Services on the Emma Hart Willard Elementary School HVAC Project to Newfield Construction Group LLC of Hartford, CT in an amount not to exceed \$934,625.

ATTACHMENTS

Sufficiency of Funds

PREPARED BY:

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

MSA



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 6-Dec-22

Purchase Item or Contract: Public Works/PBC		Requested by: M Ahearn	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Elementary School HVAC Construction Management Services	\$934,625.00	\$934,625.00
			-
			-
			-
			-
			-
Account No. 545.35.3561.0.54000.00341			TOTAL \$934,625.00

Budgeted Amount.....	\$5,048,046.16	Available balance.....	\$5,023,546.16
Encumbrances to Date.....	\$24,500.00	Amount Needed for This Package.....	\$934,625.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$4,088,921.16

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist.Finance Director

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

Finance Director or Assist.Finance Director

Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 5, 2022

SUBJECT: Construction Equipment Rental - Contract # 2023-10

SUMMARY:

The Public Works Department received bids for "Equipment Rental" from five Contractors (see attached) on December 2, 2022. Heavy equipment and labor from this bid would be utilized to assist the Highway Department and Public Works Staff (as well as other Town Departments), on an as-needed basis, on road reconstruction/public works projects, as well as the completion of subdivisions, where the bonds have been called by the Planning and Zoning Commission. Various pieces of construction equipment would be utilized from excavators and bulldozers to dump trucks and manual labor forces. Rates, as proposed, are valid through December 31, 2024.

Dependent upon the work proposed and the type of equipment required, Contractors may be chosen based upon the hourly rate submitted for that piece of equipment. Funding to provide for payment will come from various sources dependent upon the specific site where the work will be performed. Due to the nature of the work, we are requesting that Council accept all five bids that were received. Those five firms are as follows: JV III Construction, Earth Contractors, Staxx Construction Services, Cariati Developers, Inc., and Valli Construction, Inc., and direct Staff to utilize the most efficient and responsive Contractor available to perform the required work. Due to the uncertainty of our rental needs at this time, it would be inappropriate to assign a specific dollar value to this contract. Funding would be provided from the appropriate construction-related project accounts.

ACTION NEEDED:

Move to authorize the Town Manager to accept the attached bid results for the Equipment Rental Contract (#2023-10) and utilize the services of: JV III Construction, Earth Contractors, Staxx Construction Services, Cariati Developers, Inc., and Valli Construction, Inc. when issuing future purchase orders to one or more Firms, depending on vendor availability and cost-effectiveness, through December 31, 2024.

ATTACHMENT:

Bid Tabulation Form

PREPARED BY:

James P. Horbal, Deputy Public Works Director



Town Of Berlin
Engineering Department
Bid Tabulation Sheet

Project No. #2023-18
Project EQUIPMENT RENTALS
Date December 2, 2022 11:50AM

Item	Company	Proposed Rate (\$/Hour)	Company	Proposed Rate (\$/Hour)	Company	Proposed Rate (\$/Hour)	Company	Proposed Rate (\$/Hour)
Excavator, hydraulic, 2 yard, with operator	Valli Construction Company	N/A	Curtis Developers, Inc.	\$230.00	Staxx Construction Services LLC	\$195.00	IV III Construction	\$225.00
Excavator, hydraulic, 3/4 yard, with operator	Valli Construction Company	N/A	Curtis Developers, Inc.	\$240.00	Staxx Construction Services LLC	\$180.00	IV III Construction	\$195.00
Backhoe/loader, rubber tired, with operator	Valli Construction Company	\$165.00	Curtis Developers, Inc.	\$231.00	Staxx Construction Services LLC	\$113.00	IV III Construction	\$140.00
Dozer (D4 type or equivalent), with operator	Valli Construction Company	\$175.00	Curtis Developers, Inc.	\$245.00	Staxx Construction Services LLC	\$120.00	IV III Construction	\$160.00
Dump Truck, 6 wheel, medium weight, with driver/operator	Valli Construction Company	\$95.00	Curtis Developers, Inc.	\$135.00	Staxx Construction Services LLC	\$100.00	IV III Construction	\$105.00
Tri-axle Dump Truck, medium weight, with driver/operator	Valli Construction Company	\$110.00	Curtis Developers, Inc.	\$135.00	Staxx Construction Services LLC	\$110.00	IV III Construction	\$119.00
Loader with Snow Blower, rubber tired, with operator	Valli Construction Company	N/A	Curtis Developers, Inc.	\$695.00	Staxx Construction Services LLC	\$600.00	IV III Construction	\$399.00
Snow blower for Towa loader (JD 544L 3 yard), no operator, minimum 1,400 tons per hour	Valli Construction Company	N/A	Curtis Developers, Inc.	\$695.00	Staxx Construction Services LLC	N/A	IV III Construction	\$360.00
Skid Steer (75 Hp min.) with 7-foot minimum width snow blower capable of ice	Valli Construction Company	N/A	Curtis Developers, Inc.	\$395.00	Staxx Construction Services LLC	\$120.00	IV III Construction	\$299.00
Compactor, 125 cfm, with jackhammer and related accessories, with operator/operator	Valli Construction Company	N/A	Curtis Developers, Inc.	\$160.00	Staxx Construction Services LLC	\$100.00	IV III Construction	\$120.00
Laborer	Valli Construction Company	N/A	Curtis Developers, Inc.	\$55.00	Staxx Construction Services LLC	\$75.00	IV III Construction	\$75.00
Superintendent	Valli Construction Company	N/A	Curtis Developers, Inc.	\$85.00	Staxx Construction Services LLC	\$80.00	IV III Construction	\$99.00

Item	Company	Proposed Rate (\$/Hour)
Excavator, hydraulic, 2 yard, with operator	Earth Contractors	\$175.00
Excavator, hydraulic, 3/4 yard, with operator	Earth Contractors	\$150.00
Backhoe/loader, rubber tired, with operator	Earth Contractors	\$100.00
Dozer (D4 type or equivalent), with operator	Earth Contractors	\$110.00
Dump Truck, 6 wheel, medium weight, with driver/operator	Earth Contractors	\$99.00
Tri-axle Dump Truck, medium weight, with driver/operator	Earth Contractors	\$95.00
Loader with Snow Blower, rubber tired, with operator	Earth Contractors	N/A
Snow blower for Towa loader (JD 544L 3 yard), no operator, minimum 1,400 tons per hour	Earth Contractors	N/A
Skid Steer (75 Hp min.) with 7-foot minimum width snow blower capable of ice	Earth Contractors	\$160.00
Compactor, 125 cfm, with jackhammer and related accessories, with operator/operator	Earth Contractors	\$95.00
Laborer	Earth Contractors	\$75.00
Superintendent	Earth Contractors	\$99.00

Equipment	Company	Hourly Rate
Kubota BX2450 w/ Blower/Tow/Grader	Staxx Construction	\$100.00
Wheel Loader, 3 Yard	Staxx Construction	\$190.00
Hydro Excavator with Air and Water Knife Driver and Laborer	Earth Contractors	\$250.00
Excavator, Wheeloid 14,000 lb	Earth Contractors	\$136.00
Excavator, Hydraulic 13,000lb Rubber Tired	Earth Contractors	\$122.00
Excavator, Mini 8000lb with Operator	Earth Contractors	\$100.00
Loader with 3.25 yd bucket or 2.5 yard side dump bucket and forks with operator	Earth Contractors	\$160.00
Loader with 1.5-2 yd bucket with forks and operator	Earth Contractors	\$120.00
Dozer (D6 type or equs), with operator (24,000lb)	Earth Contractors	\$135.00
Skid Steer with Operator Brush Hog, trencher, landscape rake, stump puller	Earth Contractors	\$100.00
Trench Skid Steer with op, Brush Hog, trencher, landscape rake, stump puller	Earth Contractors	\$110.00
Compactor, 125 CFM with 4" mole (hole hog) with operator/operator	Earth Contractors	\$120.00
Hydro seeder with premium seed and mulch	Earth Contractors	0.15 w/0 \$500.00 min

Agenda Item No. 13
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 17, 2022

SUBJECT: Scrap Metal Disposal Contract # 2021-03 – Request for Contract Extension

SUMMARY:

Bids for “Scrap Metal Disposal” were originally received and opened by the Public Works Department on September 8, 2020. The bid was solicited for the disposal of light iron/mixed materials on a per ton basis through December 31, 2022. The materials to be disposed of are generated from the Town refuse contractor’s weekly curbside collection, and the Town’s Transfer Station collection of non-combustible items. Pricing for the scrap disposal is established on the 1st day of each month, and will be used for the entire month based upon that value. Vendors were required to establish the percentage of value of the #2 bundle, export yard buying price in the American Metal Market Publication (Boston), that they will reimburse the Town for each and every ton of light iron/white goods removed from the Town’s Transfer Station. Tonnage/Weight records and market pricing are required with all invoices.

Calamari Recycling Company, Inc. of Essex had previously offered the highest return on scrap materials removed from the Town Farm Lane Transfer Station back in October, 2022. Calamari’s bid price was 105% of the monthly market price. Other bidders, in the past, have bid a percentage that was below the monthly market price. Public Works has contracted this service several times in the past with our present vendor. Each and every time Calamari Recycling has provided a seamless accountable, and responsive service. Dependent upon fluctuating market values, past contracts have generated approximately \$30,000 to \$40,000 per year. Staff is recommending Town Council approve Calamari Recycling Company’s request to extend Contract # 2021-03 through December 31, 2024.

ACTION NEEDED:

Move to extend Contract #2021-03 (Scrap Metal Disposal), with Calamari Recycling Company, Inc. of Essex, CT through December 31, 2024.

ATTACHMENT:

Calamari Recycling Company, Inc. request

PREPARED BY:

James P. Horbal, Deputy Director of Public Works



November 17, 2022

Town of Berlin

240 Kensington Road

Berlin, CT 06037

RE: Request 2-year extension of Scrap Metal Disposal for the Town of Berlin Contract #2021-03

James,

Calamari Recycling Co. Inc. would like to request a 2-year extension on the Scrap Metal Disposal for the Town of Berlin Contract #2021-03. We would like to extend the current contract for 2-years and we will extend the current pricing of 105% of the American Metals Market, Export Yard Buying Price, #2 Bundles, Boston Port.

If you have any questions or need any additional information, please contact me at 860-767-2267.

Sincerely



Joel V. Nucci

Calamari Recycling Company Inc.

Agenda Item No. 14
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 30, 2022

SUBJECT: Bid Award for Bituminous Concrete for Town Roadways

SUMMARY:

As you are aware, the Public Works Department is continually performing various maintenance activities and minor construction projects throughout the community at various times of the year. Activities require the purchase of numerous construction-related materials, one of which is Bituminous Concrete. Bituminous Concrete is purchased through the State of Connecticut Department of Administrative Services (D.A.S.) contracts from various vendors. The D.A.S. recently awarded Contract #22PSX0010 to a number of vendors who provided pricing through April 30, 2024. Funding for Bituminous Materials is provided from Grant Road Improvements (140.20.2037.0.54000.00509), Road and Bridge Improvements (140.20.2037.0.54000.00510), Bonded Road Improvements (140.20.2037.0.54000.00515), and Highway Operating Materials (001.20.2037.0.53219), as they are replenished on an on-going basis. This contract can also be used by other Town departments and the Board of Education.

ACTION NEEDED:

Move to approve utilizing the State of Connecticut Department of Administrative Services Contract Number 22PSX0010 for Bituminous Concrete through April 30, 2024, or to a new expiration date as extended by the State.

ATTACHMENTS:

Cover Pages of State of Connecticut DAS Contract award number 22PSX0010

Prepared By:

Jim Horbal - Deputy Director of Public Works




Department of Administrative Services

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English 



Contract

Board

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Contract # 22PSX0010



Bituminous Concrete Materials

Bituminous concrete materials for pickup by Client Agency or for delivery to sites specified in the Purchase Order.



Contract Administration

Administrator: Dan Dion

Administrator Email: daniel.dion@ct.gov

Organization: State of Connecticut



Vendor

Multiple Vendors Available



Contract Period

Issue Date: April 27, 2022


Award Date: April 28, 2022

Effective Date: May 01, 2022

Expiration Date: April 30, 2024

Distributors

Distributor Name ^

Adelman Sand & Gravel, Inc. 

American Industries, Inc.

B. Metcalf Asphalt Paving Inc

Galasso Materials, LLC

J.H. Lynch & Sons, Inc.

Killingly Asphalt Products LLC

Laydon Industries, LLC

O & G Industries, Inc.

Ondrick Materials & Recycling, LLC.

Tilcon Connecticut Inc.

4

11 total

Agenda Item No. 15
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 1, 2022

SUBJECT: Schedule a Public Hearing to Create an Ordinance to increase the Bid Threshold for the Purchase of Goods and Services

Summary of Agenda Item:

Chapter 5-5 of the Town Charter states that the Manager cannot, without the Council approval, purchase or contract to purchase if such action involves an expenditure of ten thousand (\$10,000.00) dollars or more unless otherwise provided under state law or regulation and with respect to any purchase of ten thousand (\$10,000.00) dollars or more, the Manager shall invite sealed bids or proposals.

On December 8, 2022, the Ordinance Committee voted to recommend to the Town Council to increase the bid threshold for the purchase of goods and services to \$25,000 and the criteria for bid waivers.

Action Needed:

Move to set a public hearing on January 3, 2022, at 6:45 PM at the Town Council Chamber for the purpose of receiving both written and oral comments concerning new text to Chapter 16 – Taxation and Finance.

Attachments:

Proposed new text to Sec 16 - 256

Prepared By:

Arosha Jayawickrema, Town Manager

Sec. 16-256 Bid Threshold for the Purchase of Goods and Services and Criteria for Bid Waivers.

The Town Manager shall execute and oversee all purchases made by the town or by any board or commission or agent thereof, except as may be specifically provided otherwise in the Town Charter.

- (a) The Town Manager shall not, without the prior approval of the Town Council, purchase or contract to purchase if such action involves an expenditure of twenty-five thousand (\$25,000.00) dollars or more unless otherwise provided under state law or regulation.
- (b) With respect to any purchase of twenty-five thousand (\$25,000.00) dollars or more, the Town Manager shall invite sealed bids or proposals, giving at least ten (10) days public notice thereof by publication in the form of a legal advertisement appearing in a newspaper having substantial circulation in Berlin.
- (c) The Town Manager, with Council approval, may waive the requirement for sealed bids if it is deemed to be in the best interest of the Town. The Manager, with Council approval, shall award said purchase or contract to the lowest responsive responsible qualified bidder thereon, or shall reject all bids or proposals. The requirements of this subsection may be waived to the extent permitted by Connecticut law with the approval of the Town Council.
- (d) Pursuant to Conn. Gen. Stat. section 7-148v, the Town Manager may authorize the purchase of equipment, supplies, materials or services from a person or entity who has a contract to sell such goods or services to the State of Connecticut, other state governments, political subdivisions of the State of Connecticut, nonprofit organizations or public purchasing consortia available through a regional educational service center or regional council of governments, in accordance with the provisions of such contract.

Agenda Item No. 16
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 16, 2022

SUBJECT: Town Council Calendar 2023-2024

Summary of Agenda Item:

The following notice was sent to the Chair of the Calendar Committee by the Town Clerk's Office. "In accordance with the Berlin Charter Section 8-3 and the Freedom of Information Statute, each Board and Commission in town, whether elective or appointive, shall file by January 31st of each year with the Town Clerk, a schedule of regular meetings for the ensuing year. Also, the statutes state that no such meeting of any such public agency shall be held sooner than thirty days after such schedule has been filed. When you adopt the meeting calendar for 2023 your board or commission should also approve any meeting(s) that would be held in January 2024."

Councilor Coppola as Chair of the Calendar Committee has proposed the enclosed calendar for 2023 and January of 2024. This calendar was distributed at the previous Council Meeting.

Action Needed:

Move to approve the adoption of the Town Council Meetings Calendar for 2023 and January of 2024.

Attachments:

Calendar/Board of Finance Calendar

Prepared By: Kate Wall, Town Clerk

Town Council Calendar 2023 and January 2024

Tuesday – Town Council Chambers – 7:00 PM

January 3rd and 17th

February 7th and 21st

March 7th and 21st

April 4th and 18th

Budget Referendum April 25th

May 2nd and 16th

Possible Budget Referendum May 23rd

June 6th and 20th

July 11th and 25th

August – No meetings

September 5th and 19th

October 3rd and 24th

November 21st - Swearing in of Elected Officials

Election Day November 7, 2023

December 12th

January 2nd and 16th - 2024

10/11/22, 8:39 AM

OnBoard2 | Town of Berlin

John Fotis Diakun

Town of Berlin | Generated 10/11/2022 @ 8:39 am by OnBoard2 - Powered by ClerkBase

Planning + Zoning
Parks + Recreation
Historic District

Status

Name

John Fotis Diakun

Application Date

10/8/2022

Expiration Date

10/8/2121

Status

Received

Board (Rank)	Vacancies	Status
Planning and Zoning Commission (1)	1	Pending
Parks and Recreation Commission (2)	1	Pending
Historic District Commission (3)	1	Pending

Basic Information

Name

John Fotis Diakun

Resume File

[View / Download](#)

Contact Information

Address

76 Hemlock Ridge
Berlin, CT 06037

Resident

Yes

Phone

860-878-8586

Email

diakun.john@yahoo.com

Occupation

Employer

City of New Britain

Job Title

City Attorney

Other Questions

Question #1

Number of years in Berlin

August 2022 to present

Question #2

Educational Background (optional)

1) 4 year college degree 2) Law degree

Question #4

Tell us why you feel qualified for this appointment

In my capacity as an attorney for the City of New Britain, I am familiar with the charge of each of the commissions I have listed in which I see consideration for appointment. I also wish to be involved in helping the community I am now a part of.

Question #5

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

If a matter involving the City of New Britain came before a commission.

Question #6

Are you a Registered Voter? (To apply, you must be a Registered Voter in Berlin)

Yes

Political Party

What is your political party affiliation?

Republican





Please return application to:

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

Planning + Zoning

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

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

Please list your Board/Commission preference below:

1. Planning and Zoning

2. _____

Name: Nikki Sambitsky

Telephone No.: (860) 307-9549

Home Address: 947 Chamberlain Hwy, Berlin CT 06037

Number of years in Berlin: 13

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

Email Address: nsambitsku@gmail.com

Are you a Registered Voter? Yes

Party Affiliation: Republican

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

BA in Journalism CCSU. MFA Creative Writing Stonecoast-University of Southern Maine

Educational Background (optional)

Self employed writer

Present Employment (company/position)

Same as home address

Business Address

Current and Past Civic/Community Involvement: BRTC-currently, For 2 years I have been working with a local civic/

volunteer group for election integrity in the state of CT.

Tell us why you feel qualified for this appointment: I feel qualified for this appointment because I care about what our town

looks like and what businesses or housing goes in it. I care that the town's history is also preserved and that this remains a place that families want to live in.

Can you think of any reason that a conflict of interest could arise if you were appointed? None

Signature: Nikki A. Sambitsky

Date: 11/28/2022

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

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2022 DEC -5 AM 11:44

Katya J. Wells

BERLIN, CT.

Christi Sullivan

From: Nikki Sambitsky <nsambitsky@gmail.com>
Sent: Monday, November 28, 2022 5:15 PM
To: Christi Sullivan; Maureen Giusti
Subject: PZC full member application
Attachments: PZC APPLICATION.pdf

Hi Christi,

I am currently on the PZC as an alternate, but would like to send in another application should a full member slot become available.

I can be reached via my cell at (860) 307-9549 or via this email. Please let me know that you have received this email with my application,

Best,

Nikki

Caution: This is an external email. Do not click links or attachments unless you recognize the sender and know the content is safe.

Aurora Corteville

VNA



Town of Berlin | Generated 12/5/2022 @ 12:27 pm by OnBoard2 - Powered by ClerkBase

Status**Name**

Aurora Corteville

Application Date

12/3/2022

Expiration Date

12/3/2121

Status

Received

Board	Vacancies	Status
Visiting Nursing Association Board (VNA)	1	Pending

Basic Information**Name**

Aurora Corteville

Contact Information**Address**19 Timberwood Road
Berlin, CT 06037**Resident**

Yes

Phone

860-839-0318

Email

AurjCort@gmail.com

Occupation**Employer**

Unemployed

Job Title

N/A

Other Questions**Question #1****Number of years in Berlin**

20

Question #2

Educational Background (optional)

BA in Secondary Education-Spanish major, TESOL minor

Question #3**Current and Past Civic/Community Involvement**

Member of the Berlin Equity & Social Justice Committee. Candidate for Berlin Board of Education in most recent election. I have been attending BoE meetings and Town Council meetings as much as possible for the past two years.

Question #4**Tell us why you feel qualified for this appointment**

I feel that the VNA provides very important services to Berlin residents, and I am committed to helping make decisions that are in the best interests of the VNA and the residents of the town of Berlin.

Question #5

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

No.

Question #6

Are you a Registered Voter? (To apply, you must be a Registered Voter in Berlin)

Yes.

Political Party

What is your political party affiliation?

Democrat



Generated 12/5/2022, 12:27:25 PM

Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/85718351444?pwd=WUIGRmZCTjBpcmtCTDIOSWE5ZmZCUT09>

Meeting ID: 857 1835 1444

Passcode: 956986

+1 929 205 6099 US (New York)

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, November 15, 2022
Town Council Chambers
Remote Meeting
7:00 P.M.**

A. CALL TO ORDER:

The Town Council meeting was called to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:

Councilor Sandra Coppola
Councilor Jack Fazzino
Councilor Casey Foster – *appointed during New Business #1*
Mayor Mark Kaczynski
Councilor Charles Paonessa
Councilor Peter Rosso
Councilor Donna Veach

Also in attendance:

Town Manager Aroscha Jayawickrema
Corporation Counsel Jeffrey Donofrio – *arrived 7:22 p.m.*

D. AUDIENCE OF CITIZENS:

Sam Lomaglio, 78 Hickory Hill Road – Mr. Lomaglio stated that he has been bothered by the appointment of Nikki Sambitsky as an Alternate on the Planning and Zoning Commission due to a number of controversial incidents involving Ms. Sambitsky. He added that he does not believe that she should be on any board or commission as she is not willing to compromise in her beliefs. Being a board member on any board means having to listen and compromise. Mr. Lomaglio stated that he is asking the Town Council to ask Ms. Sambitsky to resign from her position.

E. MAYOR'S UPDATE:

Mayor Kaczynski congratulated Councilors Veach and Fazzino on their recent elections to the State House of Representatives.

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

G. CONSENT AGENDA:

- 1. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 50.00 for Animal Care and supplies valued at \$ 757.96. – Animal Control**
- 2. Topic re: Approve the acceptance of two granite benches in memory of Mr. Chris Porter. Benches will be placed at the driving range at Timberlin Golf Club. – Golf Course**
- 3. Topic re: Accept monetary donations totaling \$201.97 and deposit \$201.97 into the Friends of the Library Miscellaneous Account to pay for coffee supplies and a child/teen program and to accept the donation of books with an approximate value of \$31.99 to be added to the appropriate collection and DVDs with an approximate value of \$26.00 to be added to the appropriate collection. – Berlin-Peck Memorial Library**
- 4. Topic re: Accept the donation of \$150.00 and appropriate the funds to the Police K9 Program Expenditure Account. – Police**
- 5. Topic re: Accept the donation of \$25.00 and appropriate the funds to the Supplies Expenditure Account. – Police**
- 6. Topic re: Approve waiving estimated building permit fees of \$180.00 for the installation of industrial park signage at White Oak Drive and Old Brickyard Lane. – Economic Development**

Councilor Paonessa moved to approve the Consent Agenda as presented.

Seconded by Councilor Veach.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Councilor Veach, Mayor Kaczynski

Vote being 6-0 (MOTION CARRIED)

H. PUBLIC HEARINGS

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Wednesday, November 15, 2022, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed amendments to an ordinance of the Town, said ordinance being entitled as follows:

Berlin Code Book

Chapter III – Animals

Sec. 3-2. Definitions.

Establish the designated off-leash area for dogs at Pistol Creek Park. Dogs will no longer be allowed to be off-leash in the meadow at Bicentennial Park.

Full copies of said proposed amendments to an ordinance are on file open to public inspection at the Office of the Town Clerk.

Following the public hearing, the Town Council may consider and act upon the proposed amendments to the ordinance.

Mayor Kaczynski called the Public Hearing on proposed amendments to an ordinance of the Town to order at 7:09 p.m.

Town Clerk Kate Wall read the legal notice into the record:

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, November 15, 2022, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed amendments to an ordinance of the Town, said ordinance being entitled as follows:

Berlin Code Book
Chapter III – Animals
Sec. 3-2. Definitions.

Establish the designated off-leash area for dogs at Pistol Creek Park. Dogs will no longer be allowed to be off-leash in the meadow at Bicentennial Park.

Full copies of said proposed amendments to an ordinance are on file open to public inspection at the Office of the Town Clerk.

Following the public hearing, the Town Council may consider and act upon the proposed amendments to the ordinance.

Dated at Berlin, CT this 4th day of November 2022.

Mayor Kaczynski asked for public comments. No public comments were made.

Councilor Veach inquired if there had been any complaints with the new off-leash area at Pistol Creek. Town Manager Jayawickrema stated that there had been no complaints.

Mayor Kaczynski stated there had been numerous meetings of the Ordinance Committee regarding the location of the off-leash area. The area has been fenced in it seems to be working out well.

Councilor Paonessa stated that the feedback he has heard has been all positive.

Mayor Kaczynski closed the Public Hearing at 7:11 p.m.

I. NEW BUSINESS:

1. Topic re: Appoint Casey Foster to fill the unexpired term of Town Councilor Mike Urrunaga. – Town Council

Town Manager Jayawickrema introduced this item and Councilor Veach asked for clarification of what happened with Ms. Foster's appointment during the last Town Council meeting. Ms. Foster clarified that she is a resident of Berlin and recently graduated from college in May.

Councilor Rosso moved to appoint Casey Foster to fill the unexpired term of Town Councilor Mike Urrunaga.

Seconded by Councilor Fazzino.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Councilor Veach, Mayor Kaczynski

Vote being 6-0 (MOTION CARRIED)

Councilor Foster was sworn in by Town Clerk Kate Wall.

2. Topic re: Appoint Casey Foster to the Fire Committee, Town Manager's Evaluation Committee, Playing Fields Committee and Rules and Procedures. – Town Clerk

Councilor Paonessa moved to appoint Casey Foster to the Fire Committee, Town Manager's Evaluation Committee, Playing Fields Committee and Rules and Procedures.

Seconded by Councilor Veach.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Councilor Veach, Mayor Kaczynski.

Abstain: Councilor Foster

Vote being 6-0-1 (MOTION CARRIED)

3. Topic re: Accept the text amendments to Chapter III – Animals, in Berlin Code Book as noted in the attached document. – Town Manager

Town Manager Jayawickrema stated that this item was the subject of tonight's Public Hearing. As a refresher action was taken in December 2021 to create the Pistol Creek off-leash area and provided a six-month moratorium for the Bicentennial Park meadow area. The Public Hearing and the new language quantify that into the Code Book.

Councilor Paonessa moved to accept the text amendments to Chapter III – Animals, in Berlin Code Book as noted in the attached document.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

4. **Topic re: Pass the attached resolution authorizing the Town Manager to execute and file a STEAP grant application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of Town of Berlin. – Economic Development**

Economic Development Coordinator Jim Mahoney stated that the Town was awarded a \$500,000 grant for the Steel Boulevard Park project and in order to move forward the Town Manager must be authorized to enter into the grant agreements and execute other related documents.

Councilor Paonessa moved to pass the attached resolution authorizing the Town Manager to execute and file a STEAP grant application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of Town of Berlin.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

5. **Topic re: Authorize the Town Manager to enter into an extension to the Forbearance and Environmental Grant Related Agreement with Real Property Acquisition LLC and Connecticut Sand and Stone Corporation to extend the forbearance period to November 30, 2023, subject to the review and approval of Corporation Counsel. – Economic Development**

Economic Development Coordinator Jim Mahoney stated that the Connecticut Sand and Stone properties are located at the rear of New Britain Road, east of the rail freight line and contain environmental contaminations which the Town has received brownfields grants to investigate. The properties are under contract for sale to Real Property Acquisition, LLC an affiliate entity of Clean Earth. Clean Earth plans to beneficially reuse treated soils to fill portions of the property.

The State of Connecticut Department of Energy and Environmental Protection (DEEP) has created a pilot program for soil disposal that Clean Earth would like to take advantage of. It is hoped that the State DEEP will issue requests for proposals for that program early next year.

The Town has a Forbearance and Environmental Grant Related Agreement with Real Property Acquisitions LLC and Connecticut Sand and Stone Corporation that expires on November 30, 2022

therefore authorization is requested to extend that agreement to November 30, 2023 in order to provide additional time for permitting and due diligence.

Councilor Paonessa moved to authorize the Town Manager to enter into an extension to the Forbearance and Environmental Grant Related Agreement with Real Property Acquisition LLC and Connecticut Sand and Stone Corporation to extend the forbearance period to November 30, 2023, subject to the review and approval of Corporation Counsel.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

6. **Topic re: Authorize the Town Manager to enter into a contract with Mr. Bayram for services as the Timberlin Golf Course Professional for the period beginning January 1, 2023, through December 31, 2027, with the option for the Town to extend the contract for two more years. – Town Manager**

Town Manager Jayawickrema stated that the Golf Pro's current contract expires on December 31, 2022. The Town solicited bids for this contract on August 23, 2022 and only one proposal was received from the current Golf Professional, Marc Bayram.

The annual retainer is \$90,000 which is an increase from the past as cart fees and driving range fees are no longer going to the Pro. This is a five-year contract with a two-year Town option for an extension. The contract has been reviewed by the Golf Commission, Mr. Bayram, relevant Town staff, the Town Manager, and Town Counsel.

Councilor Paonessa moved to authorize the Town Manager to enter into a contract with Mr. Bayram for services as the Timberlin Golf Course Professional for the period beginning January 1, 2023, through December 31, 2027, with the option for the Town to extend the contract for two more years.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

J. APPOINTMENTS:

1. **Board of Ethics - Alternate – Vacancy** - Term would be until January 31, 2025. Can only be filled with a D or U.
2. **Commission for Persons with Disabilities – Vacancy** - Term would be until January 31, 2023. Can be filled with a D, R or U.
3. **Conservation Commission - Alternate – Vacancy** - Term would be until January 31, 2026. Can be filled with a D, R or U.
4. **Constables – Vacancy** - Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).

5. **Constables – Vacancy** - Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
6. **Constables – Vacancy** - Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
7. **Historic District Commission – Vacancy** - New term would be until January 31, 2027. Can be filled with a D, R or U.
8. **Inland Wetlands & Water Courses Commission – Vacancy** – Term will be until January 31, 2024. Can be filled with a D or U.
9. **Parks and Recreation Commission – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R, or U.
10. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would expire on June 30, 2023. Can be filled with a D, R or U. There are only two members from Berlin for this board.
11. **Planning and Zoning Commission** – Vacancy – Term will be until January 31, 2027. Can be filled with D, R, or U.
12. **VNA – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R or U.
13. **Water Control Commission –Alternate - Vacancy** -New term would be until January 31, 2023. Can be filled with a D, R or U
14. **Water Control Commission –Alternate - Vacancy** -New term would be until January 31, 2023. Can be filled with a D, R or U
15. **Water Control Commission – Alternate - Vacancy** - New term would be until January 31, 2024. Can only be filled with a D or U if both of the above are R.
16. **Zoning Board of Appeals - Alternate – Vacancy** – Term would be until January 31, 2024. Can be filled with D, R, or U.

No appointments were made.

K. TOWN MANAGER’S REPORT:

- It is becoming increasingly difficult to attract new employees to municipal government. In addition, employees are looking for more flexibility in their work schedules including working from home and shortened work weeks, especially with the younger work force.

The Town Manager is going to gather information from other towns and work with Human Resources to explore the possibility of doing a pilot program next summer of a four-day work week for Town Hall which would involve longer workdays Monday through Thursday and closing on Fridays. He added that some towns are already doing this during the summer and some towns have fully migrated to these hours. With more online applications available for many things that used to be done in person there has been a decrease in traffic at Town Hall.

The Town Manager has asked Department Heads to begin keeping track of visitors and phone calls to their offices so that by Spring he will have a better idea where this plan is going.

- The Town Manager has spoken with Corporation Counsel regarding a way that the Town could increase the bid waiver limit to \$25,000 through an ordinance, as well as eliminate the need for a waiver if a State contract is used. He would like to begin this conversation during an upcoming Ordinance Committee meeting adding that the reason these changes need to be made is to make government run more efficiently as pricing can change very quickly during the time departments wait for Council approval for a bid waiver.

Corporation Counsel Donofrio added that there is a specific State Statute that provides for a local legislative body to adopt a bid limit as high as \$25,000. Also when the Ordinance Committee is looking at State contracts they also want to look at the ability to purchase through consortiums.

As the Charter revision on this item failed to pass through referendum this is another avenue to explore a way to increase these limits.

- The Town Manager will be scheduling an Ordinance Committee meeting for December 8th to discuss the ATV/dirt bike issue mentioned during a previous meeting. In addition, the bid threshold increase and State contract/consortium items mentioned above will be discussed.
- The Berlin Housing Authority agreed to accept the previously discussed generator from the Town contingent upon the commissioning of the unit.
- Senior Housing Project – the Town Manager has asked Housing Authority Chair Joe Bajorski to work with the Authority's attorney to obtain information needed to show that there is money available for the Senior Housing project. That has not happened yet and the option runs out in December. Corporation Counsel has reached out to the Authority's attorney.
- Updates from Boards and Commissions will be presented at future Town Council meetings to keep Council members informed of things happening in Berlin, particularly with the Public Buildings Commission, Planning and Zoning, Economic Development, and possibly Parks and Recreation. Mayor Kaczynski stated that he would also like to hear from the VNA Board.

L. SPECIAL COMMITTEE REPORTS:

Councilor Coppola, as sole member of the Calendar Sub-Committee, stated that the 2023 meeting calendar has been created. As the 4th of July falls on a Tuesday, the July meeting dates have shifted. Also, as there will only be one meeting in November on the 21st, she asked the Council members if a third meeting in October should be added to the calendar or if the October meetings should be held three weeks apart on the 3rd and 24th. The Council members agreed to holding the October meetings on the 3rd and 24th.

M. COUNCILORS' COMMUNICATION:

Councilor Veach stated that the Lions Club did a beautiful job with the luminaries at Veteran's Park this past weekend. She thanked all that came out for the Veteran's Day ceremony on Friday.

N. ACCEPTANCE OF MINUTES:

October 25, 2022 – Special Joint Meeting
November 2, 2022 – Special Meeting

Councilor Paonessa moved to accept the October 25, 2022 Special Joint Meeting Minutes.

Seconded by Councilor Veach.

Councilor Fazzino noted that he was listed as present at that meeting, but he was absent.

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

Abstain: Councilor Fazzino, Councilor Foster, Councilor Rosso

Vote being 4-0-3 (MOTION CARRIED)

Councilor Paonessa moved to accept the November 2, 2022 Town Council Special Meeting Minutes.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski

Abstain: Councilor Foster, Councilor Veatch

Vote being 5-0-2 (MOTION CARRIED)

O. EXECUTIVE SESSION:

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

No Executive Session was held.

P. ADJOURNMENT:

2022-11-15 Town Council Meeting Minutes

Councilor Rosso moved to adjourn at 8:04 p.m.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting

Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/88035617444?pwd=aG1qNWUraGhuYnFKMmhicDBLYWFZQT09>

Meeting ID: 880 3561 7444

Passcode: 843502

One tap mobile

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

MEETING WILL ONLY BE BY ZOOM

**TOWN OF BERLIN
SPECIAL TOWN COUNCIL MEETING
Tuesday, November 29, 2022
Remote Meeting
12:15 P.M.**

A. CALL TO ORDER

Mayor Kaczynski called the meeting to order at 12:22 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Those in attendance were: Councilor Jack Fazzino
Councilor Casey Foster
Mayor Mark Kaczynski
Councilor Charles Paonessa – *present but had trouble with audio*
Councilor Peter Rosso
Councilor Donna Veach

Absent: Councilor Sandra Coppola

Also in attendance: Town Manager Arosha Jayawickrema
Corporation Counsel Jeffrey Donofrio

D. NEW BUSINESS:

1. Topic re: Resolve that the Town Council authorize the Superintendent of the Berlin Board of Education to apply to the Commissioner of Education and to accept or reject State of

Connecticut HVAC Grant per Public Act 22-118 for the proposed HVAC Upgrade Project at Griswold Elementary School and Hubbard Elementary School

Resolve that the Public Building Commission established per the Town Charter is hereby assigned as the building committee with regard to the HVAC Upgrade Project at Griswold Elementary School and Hubbard Elementary School.

Resolve that the Town Council hereby authorize the preparation of schematic drawing and outline specifications for the HVAC Upgrade Project at Griswold Elementary School and Hubbard Elementary School – Facilities/Board of Education

Town Manager Jayawickrema stated that this HVAC project has already been approved but during the application process it was discovered that certain language must be included in the Resolution which is spelled out exactly as requested in this agenda item.

Board of Education Finance Director Ashley Dorsey stated that the grants that the Board of Education is going to be putting through require two separate applications, one for Hubbard Elementary School and one for Griswold Elementary School. Both schools are listed on the requested action item so the same Resolution can be attached to each grant application and will qualify for what is needed regarding Resolutions from the Town Council.

Councilor Veach moved the following resolution:

RESOLVED: That the Town Council authorize the Superintendent of the Berlin Board of Education to apply to the Commissioner of Education and to accept or reject State of Connecticut HVAC Grant per Public Act 22-118 for the proposed HVAC Upgrade Project at Griswold Elementary School and Hubbard Elementary School.

Seconded by Councilor Rosso.

Those voting in favor: Councilor Foster, Councilor Fazzino, Councilor Rosso, Councilor Veach, Mayor Kaczynski

Vote being 5-0 (MOTION CARRIED)

Councilor Veach moved the following resolution:

RESOLVED: That the Public Building Commission established per the Town Charter is hereby assigned as the building committee with regard to the HVAC Upgrade Project at Griswold Elementary School and Hubbard Elementary School.

Seconded by Councilor Rosso.

Those voting in favor: Councilor Foster, Councilor Fazzino, Councilor Rosso, Councilor Veach, Mayor Kaczynski

Vote being 5-0 (MOTION CARRIED)

Councilor Veach moved the following resolution:

RESOLVED: That the Town Council hereby authorize the preparation of schematic drawing and outline specifications for the HVAC Upgrade Project at Griswold Elementary School and Hubbard Elementary School.

Seconded by Councilor Rosso.

Those voting in favor: Councilor Foster, Councilor Fazzino, Councilor Rosso, Councilor Veach, Mayor Kaczynski

Vote being 5-0 (MOTION CARRIED)

E. ADJOURNMENT

Councilor Rosso moved to adjourn at 12:29 p.m.

Seconded by Councilor Veach.

Those voting in favor: Councilor Foster, Councilor Fazzino, Councilor Rosso, Councilor Veach, Mayor Kaczynski

Vote being 5-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting