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TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, January 17, 2023
Town Council Chambers
Remote Meeting
7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PRESENTATION OF PROCLAMATION – Jack Fazzino
- E. AUDIENCE OF CITIZENS
- F. MAYOR’S UPDATE
- G. MEETING AGENDA – Immediately Following the Mayor’s Update
- H. CONSENT AGENDA:
 - 1. Topic re: Accept monetary donations totaling \$798.40 and deposit \$50.00 into the library agency account for the libraries greatest need and deposit \$748.40 into the friends of the library miscellaneous account to purchase three museum pass renewals and child/teen program supplies. – Berlin-Peck Memorial Library
 - 2. Topic re: Approve the request of the Minutemen Youth Wrestling Club to waive all fees associated with having a Berlin Police Officer at Berlin High School for eight hours, 7:00 a.m. to 4:00 p.m., on Sunday, January 15, 2023, during their annual Minutemen Jim Day Memorial Tournament. The total amount of the fee to be waived is approximately \$1,750. – Town Manager
 - 3. Topic re: Accept the UTV and trailer donation from the Berlin Lion’s Club valued at \$21,443.44. – Police Department
 - 4. Topic re: Accept the donations of \$365.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department

5. Topic re: Confirmation of the Town Manager's appointment of Jon Paul Demko, 63 Old Wood Rd. Berlin to serve a two-year term as the Town's Citation Hearing Officer from February 1, 2023 to January 31, 2025. – Town Manager
6. Topic re: Accept donations to the Berlin animal Control Donation Account for \$50.00 for Animal Care and supplies valued at \$375.00. – Animal Control

I. REPORTS

Public Building Commission

J. NEW BUSINESS:

1. Topic re: Approve the appointment of a new Democratic Town Council member to fill the unexpired term of Jack Fazzino effective immediately through November 2023. – Town Clerk
2. Topic re: Call a Town Meeting at 6:45 p.m. on February 7, 2023, to approve a non-budgeted appropriation of \$403,000 from the FY23 Municipal Revenue Sharing Grant account in the General Fund to the Buildings & Renovations account in the Police Construction Fund. - Finance
3. Topic re: Authorize the Town Manager to add Juneteenth (June 19th) as a paid holiday to the annual Town of Berlin Holiday Calendar and to authorize the Human Resources Director to add Juneteenth (June 19th) to all current union contracts. – Human Resources
4. Topic re: Authorize the Town Manager to waive the bidding requirements and issue a purchase order to SLR International for \$3,000.00 for state-mandated annual stormwater reporting, as this is in the best interest of the Town. – Public Works
5. Topic re: Refer the matter of formally accepting two streets, Great Oak Drive and Victoria Court, as Town roadways to the Planning and Zoning Commission for a C.G.S. Section 8-24 Review. – Public Works
6. Topic re: Waive the bidding requirements for Wright-Pierce of Middletown CT to study the accuracy of the Baxter Avenue Sewer Meter Station and evaluate upstream and downstream sewer mains for an amount not to exceed \$85,000.00 (which includes a contingency), pending approval of the required fund transfer by the Water Control Commission, as this is in the best interest of the Town. – Water Control
7. Topic re: Waive the bidding requirements for Northeast Laboratories to allow for payments up to \$17,000.00 so that the Berlin Water Control Commission remains in compliance with water quality tests established by the Connecticut Department of Health, as this is in the best interest of the Town. – Water Control
8. Topic re: Authorize Town Manager, Aroscha Jayawickrema, to enter into contract with the lowest bidder, A-Z Services, LLC for seasonal maintenance and lawn cutting at various town properties including the two alternates for a total amount of \$37,125.45 from March 1, 2023 through November 30, 2025. - Public Grounds

9. Topic re: Update to Town Council regarding Animal Control- Animal Control
10. Topic re: Waive the town's purchasing requirements and award the 2023 Diesel contract to East River Energy and allow Town Administration to lock into a favorable pricing when it becomes available as this is in the town's best interest. – Municipal Garage
11. Topic re: Waive bidding requirements in the best interest of the Town and authorize the Town Manager to enter consulting contract amendments with BETA Group, Inc. in an amount not to exceed \$6,000 to be paid from the CT Sand & Stone #2 account, per the scope of work attached. – Economic Development
12. Topic re: Waive the bidding process in the best interest of the Town and to authorize the Town Manager to enter into a contract amendment with Loureiro Engineering to the Town to redesign the engineered control based on the changes to Newport's plans and to apply to the Connecticut Department of Energy and Environmental Protection for an amendment to the engineered control variance for the project for a cost not to exceed \$5,500 that will be charged to the Municipal Brownfields Grant account. – Economic Development
13. Topic re: Pursuant to Sections 1-4(a)(1) and 1-6 of the Berlin Ethics Policy and Section 9-5 of the Town Charter, consideration and action in response to the Board of Ethics' December 21, 2021, finding of a violation of the Ethics Policy and Code of Ethics relative to Complaint #2021-001. – Town Manager

K. APPOINTMENTS:

1. **Berlin-Peck Memorial Library Board** – Elaine Borselle (D) term expires on January 31, 2023. Reappointment or replacement term would be until January 31, 2026. Can be filled with a D, R or U.
2. **Berlin-Peck Memorial Library Board** – Sharon Powell (U) (does not want to be reappointed) term expires on January 31, 2023. Reappointment term would be until January 31, 2026. Can be filled with a D, R or U.
3. **Berlin-Peck Memorial Library Board** – Carol Welz (R) term expires on January 31, 2023. Reappointment or replacement term would be until January 31, 2026. Can be filled with a D, R or U.
4. **Board of Ethics** – Antonina DeDominicis (R) term expires on January 31, 2023. (Second Term) Reappointment or replacement term would be until January 31, 2026. Can be filled with a D, R or U.
5. **Board of Ethics** – Susan Bordonaro (R) term expires on January 31, 2023. (Second Term) Reappointment or replacement term would be until January 31, 2026. Can be filled with a D, R or U.
6. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R, or U.

7. **Board of Ethics - Alternate** – Deborah Reed (R) term expires on 1/31/2023. Reappointment or replacement term would be until January 31, 2026. Can only be filled with a R or U if the above appointment is filled with an D.
8. **Cemetery Committee** – Stephen Pastuszak (U) term expires on 1/31/2023. Reappointment or replacement term would be until January 31, 2029. Can be filled with a D, R or U.
9. **Commission for Persons with Disabilities** – Barbara Cesanek (R) term expires on January 31, 2023. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.
10. **Commission for Persons with Disabilities – Vacancy**- Term expires on January 31, 2023. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.
11. **Commission for the Aging** – Ann Gamelin (D) term expires on January 31, 2023. Reappointment or replacement term would be until January 31, 2028. Can be filled with a D or U.
12. **Conservation Commission** – Karl Lewis (D) term expires on January 31, 2023. Reappointment or replacement term would be until January 31, 2028. Can be filled with a D, R, or U.
13. **Conservation Commission** – Robert Ramsey (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can only be filled with a R or U if the above appointment is filled with an D.
14. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D, R or U.
15. **Constables – 3 Vacancies** -Terms would be until December 2023. Can be filled with D, R, or U with no more than a bare majority to be from one political party (Section 8-6).
16. **Economic Development Commission** – Edward Egazarian (D) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.
17. **Golf Commission** – James Norton (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.
18. **Golf Commission** – Nancy Berger (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.
19. **Golf Commission** – James Green (D) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.

20. **Historic District Commission -Vacancy** – Term expires on January 31, 2027. Can be filled with a D, R or U.
21. **Historic District Commission** – Donald Forcash (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.
22. **Inland Wetlands & Water Courses Commission – Vacancy** – Term would be until January 31, 2024. Can only be filled with a D or U.
23. **Inland Wetlands & Water Courses Commission** – Frederick White (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can only be filled with a D or U.
24. **Inland Wetlands & Water Courses Commission** – Alternate – Steve Biella, Jr. (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.
25. **Inland Wetlands & Water Courses Commission** – Alternate - John Russo, Jr. (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depend on the above appointment).
26. **Parks and Recreation Commission – Vacancy** (Legnani resigned) – Term would be until January 31, 2024. Can be filled with a D, R or U.
27. **Parks and Recreation Commission – Vacancy** – Term would be until January 31, 2025. Can be filled with a D, R or U.
28. **Parks and Recreation Commission** – Anthony Butrimas (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.
29. **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.
30. **Planning and Zoning Commission – Vacancy** – Term would be until January 31, 2027. Can be filled with a D, R or U.
31. **Planning and Zoning Commission** – June Daly (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.
32. **Planning and Zoning Commission** – Brian Rogan (D) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.
33. **Planning and Zoning Commission – Alternate – Vacancy** (Legnani resigned) - Term would be until January 31, 2024. Can be filled with a D, R or U.

- 34. Public Building Commission** – James Ouellette (D) term expires on January 31, 2023. (Does not want to be reappointed) Replacement would be until January 31, 2028. Can be filled with a R, D or U.
- 35. Public Building Commission** – Jason Scarano (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can only be filled with a D or U if the above appointment is filled by a R.
- 36. Veteran's Commission** – Peter Galgano, Jr. (D) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R, or U.
- 37. Veteran's Commission** – Bruce Trevethan (D) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R, or U.
- 38. VNA** – France Geschimsky (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.
- 39. VNA** – Andrew Legnani (D) term expires on January 31, 2023. (He does not wish to be reappointed.) Replacement would be until January 31, 2026. Can be filled with a D, R or U.
- 40. VNA** – Peter Zarabozo (U) term expires on January 31, 2023. (He does not want to be reappointed) Replacement would be until January 31, 2026. Can be filled with a D, R or U.
- 41. VNA** – Donna Rutkowski (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.
- 42. Water Control Commission** – Liam Mitchell (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.
- 43. Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2024. Can be filled with a D, R or U.
- 44. Water Control Commission –Alternate - Vacancy** -New term would be until January 31, 2026. Can be filled with a D, R or U.
- 45. Water Control Commission – Alternate – Vacancy** – New term would be until January 31, 2026. Can be filled with a D, R or U. (Depending on the above two appointments).
- 46. Youth Services Advisory Board – Youth - Vacancy** – New term would be until January 31, 2026.
- 47. Youth Services Advisory Board – Service Consumer** – Donald Geschimsky term expires on 1/31/2023. Reappointment or replacement would be until January 31, 2026.
- 48. Youth Services Advisory Board – Youth Officer – Vacancy** - Theodore Fuini term expires on 1/31/2025.

49. Zoning Board of Appeals – Christine Mazzotta (R) term expires on January 31, 2023.
Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.

50. Zoning Board of Appeals – Alternate – Vacancy – Term would be until January 31, 2024. Can be filled with a D, R or U.

L. TOWN MANAGER’S REPORT:

M. SPECIAL COMMITTEE REPORTS:

N. COUNCILORS’ COMMUNICATION:

O. ACCEPTANCE OF MINUTES: January 3, 2023

P. ADJOURNMENT

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 6, 2023

SUBJECT: Accept Library Donations

SUMMARY:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	50.00	Library agency acct.	for libraries greatest need	Harry and Janice Mazadoorian
	748.40	FOL Misc. Acct.	to pay for three annual museum pass renewals and child/teen program supplies	Friends of the Library
	798.40			

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

ACTION NEEDED:

Move to accept monetary donations totaling \$798.40 and deposit \$50.00 into the library agency account for the libraries greatest need and deposit \$748.40 into the friends of the library miscellaneous account to purchase three museum pass renewals and child/teen program supplies.

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: January 9, 2023

SUBJECT: Request for Fee Waiver – Jim Day Memorial Tournament

Summary of Agenda Item:

The Minutemen Youth Wrestling Club hosts an annual tournament as a fundraiser, offering scholastic style wrestling to children from four to fourteen years of age. It provides a pipeline of future wrestlers to McGee and Berlin High School. Scholarships are awarded and donations are made to families in financial need. This year's Jim Day Memorial Tournament will be held on Sunday, January 15, 2023, at Berlin High School. Two Berlin Police Officers are required for eight hours by the Police Department and Board of Education due to the number of spectators expected (approximately 500 in each session; morning and afternoon). The Club is seeking a waiver of any and all Police fees for that evening.

Action Needed:

Move to approve the request of the Minutemen Youth Wrestling Club to waive all fees associated with having a Berlin Police Officer at Berlin High School for eight hours, 7:00 a.m. to 4:00 p.m., on Sunday, January 15, 2023 during their annual Minutemen Jim Day Memorial Tournament. The total amount of the fee to be waived is approximately \$1750.

Attachments:

Request for Fee Waiver Form

Prepared By:

Arosha Jayawickrema, Town Manager



TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Minutemen Youth Wrestling	Date: 1/9/23
Contact Name: Mike Lukaszewski	
Phone Number: 860-670-3118	
Event: Jim Day Memorial Tournament	Date of Event: 1/15/23
Location of the Event: BHS	
What fee do you want waived: Extra duty Police consisting of two officers 7am-4pm up to the agreed amount of \$1750.00	
Identify the hardship incurred: This expense would cancel out any potential profit we would revenue from admission and concession	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: We are a non profit club which provides teaching wrestling to K-8 kids. We provide a pipeline of future wrestlers to McGee and BHS. We also award up to \$1000.00 in scholarships yearly to BHS seniors who apply. Lastly, we donate to families who have had a hardship to overcome.	

Town Manager review:

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

Yes

☒

No

☐

If so, which criteria:

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

TOWN OF BERLIN

Request for Fee Waiver

Name of Non-Profit or Political Organization: _____

Comments:

Michael Lukaszewski

Signature

1/9/23

Date

Arosha Rajanichem

Town Manager Signature

1/9/23

Date

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

1. Fee Waiver Policy

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

Consent
Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: January 4, 2023

SUBJECT: Berlin Lion's Club UTV & trailer donation.

Summary of Agenda Item:

The Berlin Lion's Club has purchased and wishes to donate to the police department a utility terrain vehicle (UTV) and a trailer to house/transport it. The UTV is valued at \$14,638.44 and the trailer cost \$6,805.00. The UTV is a 2022 CF Moto UFORCE 800 utility vehicle and the trailer is a 2022 Cargo Express. The total value of the donation is \$21,443.44.

The donation will be used to support the police department's ATV unit, for search and rescue operations, special events like the Berlin Fair, cadet program functions, and other community events.

Action Needed:

Move to accept the UTV and trailer donation from the Berlin Lion's Club valued at \$21,443.44.

Attachments:

Prepared By:

Deputy Chief Chris Ciuci

Consent
Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: January 4, 2023
SUBJECT: Donation for supplies.

Summary of Agenda Item:

The Police Department has received \$365.00 in donations for supplies.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the Supplies Expenditure Account # 100.15.1532.0.53201.00000.

Action Needed:

Move to accept the donations of \$365.00 and appropriate the funds to the Supplies Expenditure Account.

Attachments:

None

Prepared By: 
Deputy Chief Chris Ciuci

Consent
Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 12, 2022

SUBJECT: Appointment of a Citation Hearing Officer pursuant to Town Ordinance

Summary of Agenda Item:

Town Ordinance #19-23 allows the zoning enforcement officer to serve a citation to anyone deemed in violation of the Town's zoning regulations. Anyone served such a citation may contest his liability before a Citation Hearing Officer. The Ordinance provides that "The Town Manager shall appoint, subject to the confirmation by the Town Council, a Citation Hearing Officer to conduct hearings authorized by this article." Jon Paul Demko has served as the Citation Hearing Officer since 2009 (seven terms) and his recent two-year term expires on January 31, 2023. He has indicated a willingness to continue to serve and I would like to appoint him, subject to the Council's confirmation.

Action Needed:

Confirmation of the Town Manager's appointment of Jon Paul Demko, 63 Old Wood Rd. Berlin to serve a two-year term as the Town's Citation Hearing Officer from February 1, 2023 to January 31, 2025.

Attachments:

Application
Ordinance

Prepared By: Kate Wall, Town Clerk



Hearing Citation Officer

Please return application to:

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

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. Hearing Citation Officer

2. _____

Name: Jon Demko

Telephone No.: 860-622-1505

Home Address: 10 Hawks Landing East Berlin, CT 0623

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

Number of years in Berlin: 45

Email Address: jdemko@spectransport.com

Are you a Registered Voter? Yes

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

Party Affiliation: Democrat

4 years college

Educational Background (optional)

Self Employed

Present Employment (company/position)

Same as home

Business Address

Current and Past Civic/Community Involvement: Lions Club 41 years. Youth Services Board 5 years

Tell us why you feel qualified for this appointment: Pervious service

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

NO

Signature: [Signature]

Date: 11/29/22

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2022 DEC -5 AM 11:44

Kathryn G. Wall

BERLIN, CT.

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.

CHAPTER XIX – ZONING AND LAND USE

Article 1. - General

Secs. 19-1—19-20. Reserved.

Article 2. - Zoning Violations

Sec. 19-21. Definitions.

- A) “Person” means any individual, firm, partnership, corporation, limited liability company, association or any other entity.
- B) “Citation” shall be a written statement of the relevant conditions and facts giving rise to the zoning violation, including a reference to the specific section(s) of the zoning regulations which have been violated.

(Ord. No. 5-96, 12-03-1996)

Sec. 19-22. Fine for zoning violation.

Pursuant to § 8-12(a) of the state statutes, rev. 1958, as amended, and in addition to remedies provided in state statute § 8-12 thereof, on and after October 1, 1996, the zoning enforcement officer is hereby authorized to issue citations for violations of the zoning regulations of the town in accordance with this article. The fine for each such zoning violation shall be listed in the town’s fee schedule.

(Ord. No. 5-96, 12-03-1996)

Sec. 19-23. Service of citation.

Any citation issued hereunder shall be served upon the person named in such citation by either:

- (1) in hand service made by the zoning enforcement officer or his designated agents, an indifferent person, or any sheriff or constable having authority to serve civil process in the state, or
- (2) by mailing such citation to the person named therein at his last known home address or other address provided by him to the zoning enforcement officer, by certified mail, return receipt requested, postage prepaid. If the citation is refused, it may be sent by regular mail to such address. The zoning enforcement officer shall retain a true and attested duplicate original of such citation.

(Ord. No. 5-96, 12-03-1996)

Sec. 19-24. Hearing procedure for citation.

- A) The town manager shall appoint, subject to the confirmation by the town council, a citation hearing officer to conduct the hearings authorized by this article. The citation hearing officer may not be an employee of the town and shall serve without compensation but may be reimbursed for actual expenses incurred in performing the duties of this office to the extent that funds have been made available by the town council. The citation hearing officer shall serve for a term of two (2) years, unless removed for cause.

- B) Any person served such a citation may make payment of the fine within thirty (30) days of such service. Such payment shall be delivered to the zoning enforcement officer and shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of such person making the payment.
 - C) If the person cited fails to pay the fine within said thirty (30) day period, the zoning enforcement officer, pursuant to general statute § 7-152c, as amended, is authorized, at any time with twelve (12) months from the expiration of said thirty (30) day period to enforce said citation by sending said person a notice informing him of: (i) of the allegations against him and the amount of the fine(s) due; (ii) that he may contest his liability before the citation hearing officer by delivering in person or by mail written notice within ten (10) days of the date thereof; (iii) that if he does not demand a hearing, an assessment of fine and judgment shall be entered against him; and (iv) that such judgment may issue without further notice.
 - D) If the person sent the notice required by § c above, does not make full payment of the fine(s) and does not make written demand for a hearing before the citation hearing office within ten (10) days of the notice provided for in § c above, he shall be deemed to have admitted liability, and the zoning enforcement officer shall certify such person's failure to respond to the citation hearing officer. The citation hearing officer shall thereupon enter and assess the fine(s) provided for by this article.
 - E) If a hearing is requested, it shall be conducted in accordance with the provisions of state statute § 7-152c(e).
 - F) The failure to pay the assessment of any fine(s) made by the citation hearing officer can result in a superior court judgment as provided by state statute § 7-152c(f) subject to judicial review as provided in state statute § 7-152c(g).
- (Ord. No. 5-96, 12-03-1996)

Secs. 19-25—19-29. Reserved.

Article 3. - Fees for Technical Assistance

Sec. 19-30. Development applications.

Due to the scope, nature, complexity, or the impact of certain development applications on a particular site or on surrounding areas, town staff may not have the resources to completely and adequately review said application in the time period prescribed by state statute(s). In such cases the town council, a board or commission may determine that the town requires additional technical, engineering and legal assistance (hereinafter "technical assistance").

(Ord. No. 10-08, 02-26-2008)

Sec. 19-31. Fees. Additional technical assistance.

Whenever the town council, a board or commission determines that additional technical assistance is necessary due to the scope, nature, complexity and/or impact of a proposed development the expense of such technical assistance shall be passed on to the applicant. The council, board or commission involved shall obtain an estimate prepared by a qualified party or expert and the estimated cost of the technical assistance to review the application multiplied by one hundred-fifty percent (150%) shall be paid by the applicant and deposited with the agency

involved in reviewing said application. Such deposit shall be made within ten (10) days of determination by the council, board or commission that a technical review is required.
(Ord. No. 10-08, 02-26-2008)

Sec. 19-32. Final costs.

Upon completion of the technical assistance and final action on the application by the town council, board or commission involved, the town shall determine the costs incurred for the technical assistance and refund the excess monies to the applicant. Applicants shall not be responsible for costs incurred for technical assistance which exceed the deposit submitted to the town.

(Ord. No. 10-08, 02-26-2008)

Sec. 19-33. More than one (1) agency.

If a proposed development involves review by more than one (1) agency within the town then each agency review is subject to the provisions of this article.

(Ord. No. 10-08, 02-26-2008)

Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 5, 2021

SUBJECT: Appointment of a Citation Hearing Officer pursuant to Town Ordinance

Summary of Agenda Item:

Town Ordinance #19-23 allows the zoning enforcement officer to serve a citation to anyone deemed in violation of the Town's zoning regulations. Anyone served such a citation may contest his liability before a Citation Hearing Officer. The Ordinance provides that "The Town Manager shall appoint, subject to the confirmation by the Town Council, a Citation Hearing Officer to conduct hearings authorized by this article." Jon Paul Demko has served as the Citation Hearing Officer since 2009 (six terms) and his recent two-year term expires on January 31, 2021. He has indicated a willingness to continue to serve and I would like to appoint him, subject to the Council's confirmation.

Action Needed:

Confirmation of the Town Manager's appointment of Jon Paul Demko, 63 Old Wood Rd. Berlin to serve a two-year term as the Town's Citation Hearing Officer from February 1, 2021 to January 31, 2023.

Attachments:

Application
Ordinance

Prepared By: Arosha Jayawickrema, Town Manager



Please return application to:
Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

92:6M4 4 NOV 12
TOWN OF BERLIN

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. ~~PRESENT POSITION~~ Citation Officer

2. _____

Name: JOHN PAUL DEMKO

Telephone No.: 860-89-629

Home Address: 63 OLD WOOD ROAD
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 41

Email Address: jdemko@spectransport.com

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

Party Affiliation: DEM

4 YRS COLLEGE
Educational Background (optional)

SELF
Present Employment (company/position)

63 OLD WOOD ROAD
Business Address

Current and Past Civic/Community Involvement: LIONS CLUB OFFICER 40 YEARS, YOUTH SERVICES BOARD, PRESENT POSITION 8 YEARS

Tell us why you feel qualified for this appointment: HAVE EXPERIENCE SERVING IN THIS AREA
HELPING THE ADMINISTRATION

Can you think of any reason that a conflict of interest could arise if you were appointed? NO

Signature: [Signature] Date: 12/31/2020

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.

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: January 11, 2023
SUBJECT: Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

Period	Amount	Purpose	Donor*
Dec 27, 2022 to Jan 11 , 2023	\$ 50.00 (check)	Animal Care	Thomas Ottman Berlin
	\$ 50.00 (value)	Dog Crate, bed & blanket	Dan Sabia Berlin
	\$ 225.00 (value)	Dog Cat food blankets & Toys	Nancy Gwozdz Berlin
	\$ 100.00 (value)	handmade blankets multi- sizes (10)	Allison Brown Berlin

* Unless a name is mentioned, donors requested anonymity

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 50.00 for Animal Care and supplies valued at \$ 375.00

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer





TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

December 29, 2022

Allison Brown
258 Lincoln St
Berlin, CT. 06037

Dear Allison,

Thank you for the donation of beautiful handmade beds for the animals at the Animal Control Shelter. They were done perfectly and I know the cats will love to snuggle on and knead them. We appreciate you thinking of us and the animals we care for.

Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



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



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

December 18, 2022

Nancy Gwozdz
876 Lower Lane
Berlin, CT 06037

Dear Nancy,

Thank you so very much for the generous yearly donation of the large bag of dog food, box of moist dog food, the two cases of can cat food, bag of dry cat food, bag of fleece blankets, two boxes of milk bone treats, bag of cute and festive dog toys, two large jugs of sanitizer and for the two tough bone toys for one of the dogs at the pound! We really appreciate you thinking of us and the animals we care for.

Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



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



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

December 12, 2022

Dan Sabia
25 Bannon Lane
Berlin, CT. 06037

Dear Mr. Sabia,

Thank you for the donation of the nice metal dog crate, bed, blanket and can dog food. We appreciate that you thought of us.

We are sorry for your loss of your beagle.

Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



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



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

December 12, 2022

Thomas Ottman
53 Westview Terrace
Berlin, CT. 06037

Dear Thomas

Thank you for the donation of \$50. We appreciate your continuous support of our shelter and the animals we take care of. Your donations pay for vet care, vaccines & spaying which help us to adopt them into great homes.

Peace & Good Wishes to you and your family this Christmas season.

Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



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

Report
~~Agenda Item No. _____~~
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: January 6, 2023
SUBJECT: Update by Public Building Commission

SUMMARY

The Public Building Commission (PBC) is currently working on two active projects, which will be discussed at the January 17, 2023 Town Council meeting. See below for high-level summaries:

Police Department's Locker Room Renovation Project

The PBC retained Jacunski Humes Architects, LLC (JHA) for initial schematic design and cost estimating services, which JHA completed in March 2022. JHA is now contracted to complete detailed design documents (for bidding) and construction phase services for the project, which will include Men and Women's Locker Rooms and associated sinks / toilets / showers, a new Physical Training Center, two new Sally Ports/Vehicle Processing bays, a new Interview Room, and new Evidence Receiving, Evidence Processing, and Evidence Storage areas that comply with state and national accreditation standards.

Elementary School HVAC Projects

The PBC retained Consulting Engineering Services (CES) to prepare HVAC design drawings and specifications for the Willard, Griswold, and Hubbard Elementary Schools, and subsequently obtained professional cost estimates for the proposed HVAC upgrades. The Board of Education utilized these design documents and cost estimates for recently submitted grant applications to the State Education Department. The PBC also retained a Commissioning Agent for all three schools, and has selected a Construction Manager (Newfield Construction Group LLC) for the HVAC upgrades at the Willard School.

Projects Awaiting Funding or Revised Statements of Need

- Senior / Community Center
- Truck Wash Facility

ACTION NEEDED (None - Discussion Only)

PREPARED BY

Thomas B. Reid, Public Building Commission Chairman
Michael S. Ahern, P.E., Public Works Director

MSA

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: January 12, 2023
SUBJECT: Resignation of Town Council Member Jack Fazzino

SUMMARY:

Town Clerk Kate Wall has received the resignation letter of Town Council member Jack Fazzino effective November 2, 2022.

Per the Town Charter Section 2-13 vacancy of an elective town office shall be replaced by an electorate of the town, from the same political party and by the appointment by the Council for the unexpired portion of the term.

Town Council shall appoint a new Democratic Town Council member.

ACTION NEEDED:

Move to approve the appointment of a new Democratic Town Council member to fill the unexpired term of Jack Fazzino effective immediately through November 2023.

ATTACHMENTS:

Resignation Letter

PREPARED BY: Kate Wall, Town Clerk



Kate Wall

From: Rep. Fazzino, Jack <Jack.Fazzino@cga.ct.gov>
Sent: Thursday, January 12, 2023 11:38 AM
To: Arosha Jayawickrema
Cc: Kate Wall; Mark Kaczynski
Subject: Town Council Resignation

Arosha, Kate, and Mark:

I hope you all are doing well this week. I come bearing some bittersweet news. Sweet, because I'm very excited to continue working with you three, the Town Council, and our department heads on moving our town forward. Bitter, because I will very much miss the day-to-day work of local government with everyone at Town Hall.

I'm submitting my official resignation from the Berlin Town Council. As you all know, I'm someone who works hard to produce quality work. With my responsibilities spread between Berlin, Meriden, Cheshire, and now Hartford, I want to make sure that I can be an effective representative and worker in all of these different aspects. At this point, I feel that I can do my very best work for Berlin by working with Donna and focusing on meeting Berlin's needs in Hartford. It's been one of the very best learning experiences of my life to work in local government in my hometown. I hope this is only the beginning of what will be an exciting and productive time for us.

This decision isn't one that I take lightly, and I wouldn't have done it if I couldn't find a replacement who will work well with others and listen to our community. Fortunately, I have found someone who is not only eager to serve, but will also provide a new and valuable voice in our local government. I also double-checked and confirmed that she *is* in fact an elector in town so as to not give Kate anymore headaches!

Thank you for the opportunity to work alongside you all as a Town Councilor. I can't wait to continue doing so over the next two years. Please let me know if there's anything else you need from me before Tuesday, and I'll see you all then.

Best,
Jack

Jack Fazzino | State Representative | 83rd House District—Meriden, Berlin, & Cheshire
Legislative Office Building, Room 4044 | Hartford, CT 06106-1591 | P: (860) 240-8486
Jack.Fazzino@cga.ct.gov | <https://www.housedems.ct.gov/Fazzino>

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

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 11, 2023

SUBJECT: Town Meeting to Appropriate \$403,000 from the FY23 Municipal Revenue Sharing Grant for scanning files in support for the Police Station renovation

Summary of Agenda Item:

Over the past several months, the Town and Board of Education have met with scanning vendors to obtain quotes to scan and remove files currently stored in the future (new) Police Station area. A vendor on State contract has been identified as the preferred option. This vendor has worked with several towns, school systems and the State of Connecticut. Based on the scanning volume and the vendor's State contract, the preliminary quote (with a \$15,000 contingency) is \$403,000.

During the FY23 budget development process, towns were advised by the State of Connecticut Office of Policy & Management not to budget for the Municipal Revenue Sharing Grant, and Berlin followed that guidance. Early in FY23, the State made the decision to pay out the grant. As a result, Berlin received \$403,938.07 in non-budgeted revenue. This motion requests to use this non-budgeted grant revenue to fund document scanning in advance of the Police Station construction project.

The funds were deposited into the Municipal Revenue Sharing Grant (001.00.0000.2.44352.00000) account in the General Fund. The funds will be transferred to the Buildings & Renovations account (538.15.1532.0.54000.00300) in the Police Construction Fund.

Action Needed:

Move to call a Town Meeting at 6:45 p.m. on February 7, 2023, to approve a non-budgeted appropriation of \$403,000 from the FY23 Municipal Revenue Sharing Grant account in the General Fund to the Buildings & Renovations account in the Police Construction Fund.

Attachments:

None

Prepared By:

Kevin Delaney, Finance Director

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: January 6, 2023
SUBJECT: Juneteenth (June 19th) – Additional Paid Holiday

SUMMARY:

- On June 17, 2021, Juneteenth was signed into legislation as a federal holiday.
- Effective October 1, 2022, the State of CT adopted Juneteenth as a state holiday.
- Effective June 19, 2023, we would like to add Juneteenth as an annual paid holiday for all employees within the Town (this includes all unions).
- If June 19th falls on a Saturday, Town Hall will be closed on the Friday before the holiday. If June 19th falls on a Sunday, Town Hall will be closed on the Monday after the holiday.

ACTION NEEDED:

Move to authorize the Town Manager to add Juneteenth (June 19th) as a paid holiday to the annual Town of Berlin Holiday Calendar and to authorize the Human Resources Director to add Juneteenth (June 19th) to all current union contracts.

ATTACHMENTS:

N/A

PREPARED BY:

Paula Carabetta, Human Resources Director (Town)



Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 10, 2023

SUBJECT: Bid Waiver for SLR International – Annual MS4 Stormwater Report

SUMMARY:

The Town is required, under the state's Municipal Separate Storm Sewer Systems permit, to complete mapping and monitoring of the Town's stormwater collection and treatment systems, among many other tasks. This permit, known as the MS4 General Permit, was issued by the Connecticut Department of Energy and Environmental Protection (DEEP) in 2016. Milone & MacBroom (now SLR International out of Glastonbury, CT) prepared the required Stormwater Management Plan in 2017, has issued annual stormwater plan updates and reports to DEEP since that time, and has assisted Staff with mapping stormwater lines and outfalls. The Public Works Department obtained the attached proposal from SLR to prepare the 2022 MS4 Annual Report, with a fee of \$3,000. As SLR is already under contract for other projects (the most significant related to oversight of roadway construction) and exceeds the purchasing threshold, Staff request a bid waiver to retain SLR for this state-mandated reporting.

Funding will be provided from the following account:

- 001.20.2036.0.53971.00000 – Stormwater Drainage Analysis

ACTION NEEDED:

Move to authorize the Town Manager to waive the bidding requirements and issue a purchase order to SLR International for \$3,000.00 for state-mandated annual stormwater reporting, as this is in the best interest of the Town.

ATTACHMENTS:

SLR Proposal dated January 5, 2023
Sufficiency of Funds

PREPARED BY:

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

MSA

PROFESSIONAL SERVICES CONTRACT FOR

Town of Berlin

CLIENT

Name: Town of Berlin attn: Mike Ahern, PE
Address: 240 Kensington Road
City: Berlin, CT
Phone: (860) 828-7014

PROJECT

SLR International Corporation's services will be provided in connection with the project listed below:

2023 MS4 stormwater permit annual report (for 2022 activities)

SCOPE OF WORK

SLR International Corporation's services will be performed as described below:

Preparation of an annual MS4 summary report of 2022 permit related activities.

FEE FOR SERVICES

SLR International Corporation's fee for the services described herein will be provided on fixed fee basis in the amount of \$ **3,000**. The proposed fee does not include payment of any fee to the CT DEEP or for the posting of public notices.

Signing of this Professional Services Contract by Client and SLR International Corporation (Consultant) authorizes SLR International Corporation to complete the scope of work as described herein in consideration of the mutual covenants set forth in the attached Terms and Conditions. The effective date of this contract is 1/05/2023.

AGREED TO BY CLIENT:

Signature: _____
Name: _____
Title: _____
Date: _____

AGREED TO BY CONSULTANT:

Signature: Scott G. Bristol
Name: Scott G. Bristol
Title: Principal Consultant
Date: 1/05/2023

SLR US TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** Consultant will commence services as specified in the Scope of Work. Consultant may also perform consulting tasks in addition to the Services ("Extra Services") provided Consultant and Client have agreed to the scope and fees for such extra services.
2. **SEE FOR SERVICES:** Consultant's fee for the Services shall be provided on a time and materials or fixed fee basis. Consultant's rates are listed on the attached Rate Schedule. Consultant may adjust its rates, from time to time, provided however that Client shall be provided at least thirty days' advance written notice of such adjustment.
3. **TIMES OF PAYMENTS:** Consultant will, on a monthly basis and/or upon the completion of the Services, submit invoice(s) for the un-billed portion of Services or Extra Services actually completed. Client agrees to pay the invoiced amounts within thirty (30) days from the date of the invoice. Any payment that is not received by Consultant within said 30 days shall be considered delinquent. Consultant reserves the right to include a late payment charge, at a rate of 1 percent per month. Consultant reserves the right to suspended services under this agreement until all payment delinquencies have been remedied.
4. **ACCESS, APPROVALS, and PERMITS:** Client shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the Services. Consultant will assist Client in obtaining access, if requested by Client. Client, at its expense, shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consents from others as may be necessary for completion of the Project, unless otherwise arranged for in writing with Consultant.
5. **STANDARD OF PERFORMANCE – LIMITED WARRANTY:** Consultant warrants that its findings, recommendations, or professional advice provided hereunder will be prepared and presented in a manner consistent with professional and industry standards at the time Services are performed. Consultant makes no other warranty or representation, express or implied, and Client accepts said Limited Warranty.
6. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in performing the Services that may result from strikes, riots, war, acts of terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party ("Force Majeure").
7. **HAZARDOUS SUBSTANCES:** If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "wastes") are encountered at the site, and if these "wastes" require handling, transportation or disposal at an off-site facility, Consultant may assist in advising the Client of the Client's options. However, Consultant will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, take control of, or be deemed a "generator" of any "wastes." Client shall defend, indemnify and hold Consultant harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to the presence of "wastes" on or beneath the site where the Services are to be performed, or the handling, transportation and disposal of any "wastes" in the course of Consultant's performance of this Agreement, including any repair, cleanup or detoxification thereof, or preparation and implementation of any removal, remedial, response, closure or other plan with respect thereto (regardless of whether undertaken due to governmental action). This indemnity of Consultant is intended to operate as an agreement pursuant to, but not limited to, Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9607(e), to hold harmless, defend and indemnify Consultant from liability in accordance with this section.
8. **CLIENT-PROVIDED INFORMATION:** Unless otherwise agreed, Consultant shall be entitled to rely, without further inquiry or investigation, on all information furnished to Consultant by Client. Client hereby represents that any information provided to Consultant does not and will not, to the best of Client's knowledge, contain any untrue or misleading information or any omissions that would be relevant to Consultant's analysis and performance of the Services.
9. **DISPUTES OR CLAIMS:** If Client in good faith disputes any invoiced fees or expenses, it shall have the right to withhold payment of such disputed amount; provided, however, Client shall notify Consultant in writing within thirty (30) days of receipt of the disputed invoice and shall make a good faith effort to resolve such dispute quickly with Consultant. Any claim brought by Client against Consultant shall be brought not later than two years after the date of substantial completion of services or the expiration of appropriate statute of limitations, whichever is earlier.
10. **ASSIGNMENT:** Neither Consultant nor Client shall assign this Agreement (except Accounts Receivable) without the prior consent of the other party, which shall not be unreasonably withheld.
11. **INDEMNITY: Indemnification by Client.** Client hereby agrees to indemnify, hold harmless, and defend Consultant, its owners, officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with this agreement, or any actions or omissions or willful or reckless misconduct of Client, its employees, officers, owners, directors or agents in the performance of this Agreement, or the violation of any law, ordinance or regulation by Client. Such indemnity shall exclude Damages to the extent they arise as a result of any grossly negligent actions or omissions or willful or reckless misconduct of Consultant or its employees, officers, owners, directors or agents.

Indemnification by Consultant. Consultant hereby agrees to indemnify, hold harmless, and defend Client, its owners, officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with a breach of this Agreement by Consultant, or any grossly negligent actions or omissions or willful or reckless misconduct of Consultant, its employees, officers, owners, directors or agents in the performance of this Agreement. Such indemnity shall exclude Damages to the extent they arise as a result of any grossly negligent actions or omissions or willful or reckless misconduct of the Client or its employees, officers, owners, directors or agents.
12. **LIMIT of LIABILITY:** The entire liability of Consultant and Consultants agents, representatives and employees shall be limited to \$50,000.
13. **CONSEQUENTIAL DAMAGES:** In no event shall either party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.
14. **SAFETY:** It is the responsibility of the Client to provide and maintain a safe working environment for its employees, Consultant's employees and that of Consultant's subcontractors, agents, the public and any other third party.
15. **INDEPENDENT CONTRACTOR:** Consultant is an independent contractor. Neither Consultant nor its employees, agents or subcontractors are to be construed as the agents, servants, partners, joint venturers or employees of Client or to have authority to act for or on behalf of the Client.
16. **ATTORNEY'S FEES AND EXPENSES:** In the event of a dispute under this Agreement, the prevailing party shall be entitled to reasonable attorneys' and experts' fees and other costs and expenses incurred directly or indirectly at arbitration, trial, or appeal.
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Client and Consultant regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both parties and in writing.
18. **TERMINATION:** Either party may terminate this Agreement upon 10 days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for any reason, Client shall pay Consultant for all Services and Extra Services previously authorized and performed up through the termination date. If this Agreement terminates other than for breach on the part of the Consultant, or for Force Majeure, Consultant shall also be paid reasonable termination expenses and subcontractor termination and related closeout costs incurred by Consultant.
19. **CHOICE OF LAW:** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Washington.
20. **UTILITIES:** Client assumes sole responsibility for locating all utilities and site-specific underground facilities, for the coordination of the work with the owners of such utilities during the subsurface exploration or construction, for the safety and protection thereof, and for the repair of damaged utilities, unless such services are within the scope of a Letter of Authorization.



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 9-Jan-23

Purchase Item or Contract: Annual MS4 Stormwater Report		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Annual MS4 Stormwater report	\$3,000.00	\$3,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$3,000.00

Account No. 001.20.2036.0.53971.00000 Stormwater Drainage Analysis


Budgeted Amount.....	\$30,000.00	Available balance.....	\$23,500.00
Encumbrances to Date.....	\$6,500.00	Amount Needed for This Package.....	\$3,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$20,500.00

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

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 10, 2023

SUBJECT: Section 8-24 Referral to Planning and Zoning Commission for Formal Acceptance of Great Oak Drive and Victoria Court as Town Roadways

SUMMARY:

Kensington Estates (off of Chamberlain Highway, just north of Reservoir Road) is a 12-lot residential subdivision that was developed after its approval in 2006. Two roads, Great Oak Drive and Victoria Court, were constructed as part of the subdivision and meant to become Town roads after completion. The bond for the subdivision was called in late 2009 after the developer failed to respond to requests to complete outstanding work. The Town then used bond funds from 2010 through 2012 to install property lot corner pins, plant trees, install sidewalks, complete the final paving, as well as other related items. The Town accepted 11.7 acres of open space from that subdivision in 2013; the attached agenda item summary is provided for reference, as it includes additional detail on the development's history.

Although most of the work was completed circa 2013, our recent research confirmed that Great Oak Drive and Victoria Court were never formally accepted as Town roadways. Using a portion of the remaining bond funds, Public Works Staff retained Harry E. Cole and Sons to install street line monuments, confirm all lots were pinned, complete the as-built survey, and to prepare as-built road and sanitary force main mapping suitable for filing. The field work and maps were completed in late 2022 (see attached reduced versions of the maps). The as-built mapping and inspections by Engineering Staff confirm that the roads were constructed to Town standards. Staff request that the Town Council refer the matter of formally accepting Great Oak Drive and Victoria Court as Town Roadways to the Planning and Zoning Commission for a C.G.S. Section 8-24 Review.

ACTIONS NEEDED:

Move to refer the matter of formally accepting two streets, Great Oak Drive and Victoria Court, as Town roadways to the Planning and Zoning Commission for a C.G.S. Section 8-24 Review.

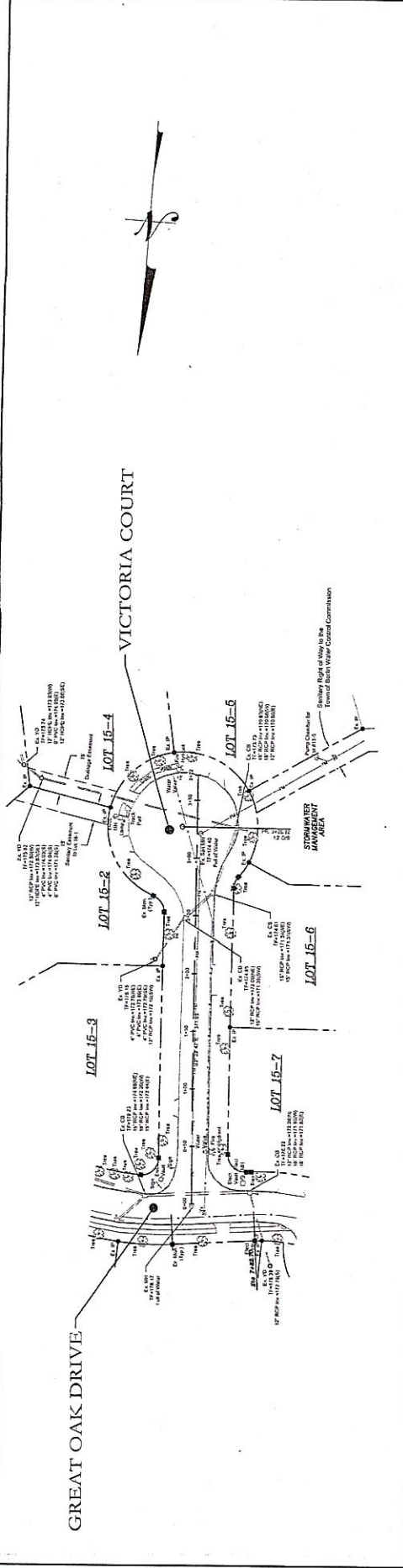
ATTACHMENTS:

1. As Built - Plan and Profile, Kensington Estates (Sheets 1 and 2 dated 7/26/22) prepared by Harry E. Cole & Son
2. As Built - Sanitary Force Main, Kensington Estates (Sheet 3 dated 8/30/22) prepared by Harry E. Cole & Son
3. Open Space Acceptance Agenda Summary, dated 9/24/13 (for reference only)

PREPARED BY:

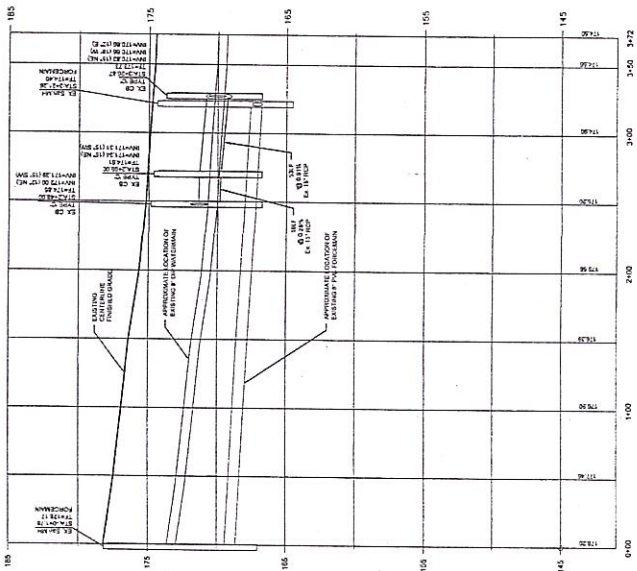
Michael S. Ahern, P.E., Public Works Director/Town Engineer

MSA



PLAN 1"=40'

PROF. 1"=40'



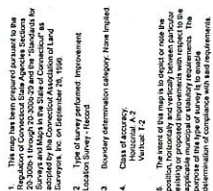
1. This map has been prepared pursuant to the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a.
2. The map has been prepared pursuant to the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a.
3. The map has been prepared pursuant to the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a.
4. The map has been prepared pursuant to the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a.
5. The map has been prepared pursuant to the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a, and the provisions of the Connecticut General Statutes, Chapter 280a.

NOTE: THE INFORMATION ON THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION ON THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

AS BUILT - PLAN & PROFILE
KENSINGTON ESTATES
TOWN OF BERLIN
Berlin, Connecticut
July 28, 2022
Scale: 1"=40'

DATE: 7/28/22
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

Sheet 2 of 3 PROJECT # 221



***NOTE:**
THE LOCATION OF UNDERGROUND UTILITIES DEPICTED HEREON ARE FROM THE BEST INFORMATION AVAILABLE. SAID LOCATIONS CANNOT BE VERIFIED BY SURVEYOR AND ARE NOT TO BE CONSIDERED ACCURATE BY A-271.2 STANDARDS. SANITARY LATERALS AND FOOTING DRAIN PIPES ARE SHOWN FROM CONTRACTOR INFORMATION

AS BUILT - SANFORD GOODMAN KENSINGTON ESTATES 1000 10TH ST TOWNSHIP OF BERLIN Volume 202 to Memorial Road Berlin, Connecticut August 26, 2012 Scale 1" = 40'		SHEET NO. 231 OF 231	
DATE _____ TO BE USED FOR _____ (month & year) DRAWN BY _____ CHECKED BY _____ ESTIMATED BY _____ APPROVED BY _____ TITLE _____ SIGNATURE _____ DATE _____		SHEET NO. 231 OF 231	

TO: The Honorable Mayor and Town Council

FROM: Denise McNair, Town Manager

DATE: September 24, 2013

SUBJECT: Acceptance of Open Space – Kensington Valley Estates

Summary of Agenda Item:

Kensington Valley Estates is a twelve (12) lot subdivision created by Pat DiPinot and recorded for filing on November 30, 2006. With the approval of the subdivision, also approved was open space to be accepted by the Town. The open space to be dedicated to the Town is 11.654 acres/507,666 square feet. The developer constructed several of the houses in the subdivision and sold off the rest of the lots. He then left town and the subdivision was never completed. The bond has been called and Engineering is working to complete the subdivision such as installing street lights and final paving, along with pinning lots, including the open space.

In working with the Real Estate Committee trying to get properties for which taxes have not been paid off the tax rolls, it was discovered that this property's open space is still listed as taxable as the open space had never been accepted by the Town. The developer had submitted a warranty deed and a real estate conveyance tax return for the open space and filed the official map. He did not submit title insurance and a metes and bounds survey so it was never processed.

Since the developer has left town and has been unresponsive to correspondence from us, staff has been working with Corporation Counsel to resolve the issue of the unaccepted open space. Corporation Counsel has stated that it is probably best to accept the open space with the documentation that we have and therefore get the land into our ownership and off the tax rolls. He will make a final review and determination before deeds are filed.

Actions Needed:

Move to accept the 11.675 Acres of open space, which was part of the Kensington Valley Estates, as shown on a map entitled: Final Subdivision Plan/Overall Property Limited Property/Boundary Survey. Proposed Residential Subdivision, Kensington Valley Estates to Be Developed By P.N. DIPINTO BUILDERS LLC, Property Known As Lot 14/Block 12, Chamberlain Highway (State Route #71 A) and Reservoir Road, Berlin, Connecticut. Map Prepared By: MBA Engineering, Inc, Job Number 2004-028, Scale 1" = 100', Drawn By BNB, Checked By BNB & LJM, Date November 17, 2006, Sheet 1 of 2.

Attachments:

1. Copy of Map showing Open Space
2. Copy of Warranty Deed
3. Copy of Real Estate Conveyance Tax Return

Prepared by: Hellyn R. Riggins, Development Services Director

FOR REFERENCE ONLY

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 6, 2023

SUBJECT: Request to Waive the Bidding Process for Wright-Pierce Engineering Consultants for the Evaluation of the Baxter Avenue Sewer Metering

SUMMARY:

Approximately 95% of Kensington Fire District's sewage passes through the Baxter Avenue Meter Station. In the past, this station was utilized to determine how the Mattabassett District annual Invoice would be apportioned among Berlin Water Control (BWC), Kensington Fire District (KFD) and Worthington Fire District (WFD). The existing meter and recorder has been questioned with regard to its accuracy. We believe KFD has not been assessed correctly in connection with the Mattabassett District billing. This meter measures KFD sewage flows as well as inflow/infiltration which may be significant.

Staff requested proposals from three (3) engineering firms with qualifications consistent with this scope of work; Tighe and Bond Engineers, Weston & Sampson Engineers, and Wright-Pierce. Tighe & Bond Engineers chose not to submit a proposal, and KFD objected to Weston & Sampson Engineers involvement. Wright-Pierce of Middletown, CT submitted the attached proposal, and Staff recommend their selection to evaluate this meter station, and the condition and adequacy of the sewer mains upstream and downstream of the meter vault. Wright-Pierce is prominent in this area and has performed similar studies for MDC and other clients. It is important that BWC Staff determine the accuracy of the meter since it will likely save money on the Town's annual share of the Mattabassett District Invoice. Funding for the project will be provided from Sewer Outside Consulting (844.55.5586.0.56924.00000) once approved by the Berlin Water Control Commission. The cost of the study will not exceed \$85,000 which includes an approximately 10% contingency.

ACTION NEEDED:

Move to waive the bidding requirements for Wright-Pierce of Middletown CT to study the accuracy of the Baxter Avenue Sewer Meter Station and evaluate upstream and downstream sewer mains for an amount not to exceed \$85,000.00 (which includes a contingency), pending approval of the required fund transfer by the Water Control Commission, as this is in the best interest of the Town.

ATTACHMENT:

Wright-Pierce Proposal (dated January 5, 2023)

PREPARED BY:

Ray Jarema, P.E., Water Control Commission



January 5, 2023

Ray Jarema, PE
Manager, Berlin Water Control Commission
240 Kensington Road
Berlin, CT 06037

**SUBJECT: Proposal for Engineering Services_REV01
Baxter Avenue Wastewater Flow Meter – 3rd Party Engineering Review**

Dear Ray,

As requested, Wright-Pierce (WP) is pleased to submit our proposal to provide a 3rd party engineering review of the Baxter Avenue Wastewater Flowmeter for the Berlin Water Control Commission.

Project Understanding

The Town of Berlin has three entities responsible for managing water and sewer systems in town: The Kensington Fire District (KFD); the Worthington Fire District (WFD); and the Berlin Water Control (BWC). Wastewater treatment from these three entities is provided by the Mattabassett District (District), with the cost of that treatment based on the amount of flow entering the District's trunk sewer at multiple locations. The BWC is responsible for conveying wastewater flows from the KFD and WFD and therefore has been responsible for splitting the costs for the treatment amongst the three entities.

Approximately 95% of the wastewater generated from the KFD passes through and is measured at the Baxter Avenue Flow Metering Station (BAFM). The BAFM was used for many years to bill the customers in the KFD sewershed. However, due to conflicting reports on the accuracy of the BAFM, the BWC is currently billing the customers based on water usage data. The remaining flow generated from the KFD is conveyed from the Willow Brook Pump Station to the interceptor. The customers in this portion of KFD are billed based on water usage data only. The BAFM is a Palmer Bowlus Flume with level transducer in a 24-inch gravity main. It is operated by the BWC and measures flow prior to entering the Interceptor sewers and ultimately the Berlin Turnpike Pump Station, which pumps all flow from the BWC, KFD and WFD to the Mattabassett Trunk Sewer.

One of the challenges facing the BWC is the ability to account for and allocate the flow associated with Inflow and Infiltration (I/I) for billing. Utilized water usage data excludes I&I and is not representative of the actual flows being discharged to the District from the KFD, WFD and BWC. Due to the concerns about the accuracy of the BAFM, water usage data is currently being used to determine a percentage of flow from each entity, with the contributing I/I component of that same percentage. The BWC has been proactive in remediating point sources of I/I in their collection system through several pipe lining projects. Much of this system was constructed in the 1960's and the gravity mains are constructed of PVC. Many of the gravity mains in the KFD and WFD sewer sheds are constructed of vitrified clay pipe (VCP) and are as much as 100 years old. The KFD

has been actively conducting I/I rehabilitation projects in their collection system and was required by the EPA to do an I/I study as part of the Capacity, Management, Operations and Maintenance (CMOM) Program.

For these reasons, the BWC wishes to invoice each entity fairly based on actual flow data including I/I in lieu of a blended I/I component based on a percentage of water usage data. The focus of this 3rd party review will be on the reliability and accuracy of the BAFM including a review of the structure, flume, transducer, transducer installation location and overall calibration. Past calibrations and reports are conflicting. The review will also evaluate the condition and adequacy of the 24-inch sewer main 1,000-feet upstream and 1,000-feet downstream of the BAFM (not including any collector sewers) to handle current flows once confirmed. During heavy rains, the BAFM manhole surcharges to grade level submerging the flume. The cause of the surcharging is unknown and will be investigated as surcharging will have a negative impact on the accuracy of the BAFM.

The Scope of Services is proposed as a single phase with additional optional task items that can be added during or after the review as further described in the following section.

Scope of Services

A general scope of services was provided by the BWC. This scope is presented below in three main task items. Each of these task items have been revised to include additional task items and clarifications based on our proposed approach to this project:

Task 1 – Desktop Review and Interviews

1. Review existing available drawings of the BAFM station and up to 2,000-feet of the upstream and downstream 24-inch gravity sewer main
2. Review manufacturer manuals, available meter data, calibration records, service and repair records since the new meter was installed
3. Research and summarize published information from state/federal/industrial and professional related organizations on the accuracy /reliability of such flume/meter installations for similar applications
4. Interview BWC operational and managerial staff to identify and interpret anecdotal information about the BAFM such as clogging, impact of high flows on the 24-inch gravity main and BAFM structure, meter data and accuracy, and any other general operations and maintenance concerns. This will be done in one workshop
5. Review BWC billings related to meter accuracy with a focus on the impact during extreme high or low flow periods for the last 5 years

6. Review available flow studies completed by BWC and the KFD in the last 5 years that include the installation of temporary meters and temporary "stick" test data upstream and downstream that could potentially be used to develop a direct comparison to the BAFM meter data
7. Develop a hydraulic model of up to 2,000-feet of the 24-inch gravity main and determine its available hydraulic capacity as compared to the BAFM readings
8. Conduct a workshop with BWC staff to present the findings of the desktop review and to fine tune the approach to Task 2 – Field Checks

Task 2 – Field Checks

1. Check/observe and conduct stick measurements of the flow depths in the BAFM vault, 5 upstream and 5 downstream manholes during the following six time periods:
 - a. Dry weather daytime flows (between 9am and 1pm in Winter 2023)
 - b. Wet weather daytime flows (between 9am and 1pm in Spring 2023)
 - c. Dry weather nighttime flows (between 1am and 4am in Winter 2023)
 - d. Wet weather nighttime flows (between 1am and 4am in Spring 2023)
 - e. Dry weather rain event flows (between 8am and 4pm during a 1" or greater rain event in Winter or Summer 2023)
 - f. Wet weather rain event flows (between 8am and 4pm during a 1" or greater rain event in Spring 2023)
2. Conduct a confined space entry and review flume and meter installation relevant to available design drawings and manufacturer manuals obtained in Task 1 and note and deficiencies
3. Install and maintain a temporary secondary meter for a period of 4-months (recommended in lieu of the required 2 months) to capture seasonal variations in flow related to I/I. Meter installation and maintenance will be conducted by Wright-Pierce

Task 3 – Analysis and Report

1. Prepare and submit a DRAFT summary report in the form of technical memorandum summarizing the findings of Task 1 and Task 2. Include the following:

- a. Identify apparent deficiencies with the installation, operation and accuracy of the BAFM at varying flow ranges
 - b. Identify issues related to the recorded meter data and billing to KFD to determine if it is within the meter accuracy range, representative and fair. Evaluate the billing process of the BWC by comparing metered readings to the current method of billing based only on water usage data
 - c. Identify issues with the field checks and calibration versus the meter operations and recorded data
 - d. Identify issues with the hydraulic capacity of the 24-inch sewer main
 - e. Develop conclusions and recommendations for the above including meter installation, meter replacement, and the presence of any hydraulic concerns in the 24-inch gravity main along with any associated costs to provide for repairs or replacements
2. Conduct a workshop with the BWC to discuss the findings of the report and then submit Final report

Optional Task Items

1. **Task 4 – Field Calibrate Meter** - Based on the results of Task 2.3, hire an outside certified calibration firm (with no affiliation to the BWC or the KFD), to complete a detailed calibration check of the existing BAFM. For the purposes of this proposal, an allowance of \$4,000 has been estimated for this task
2. **Task 5 – CCTV Inspection** - Based on the results of Task 1.7, hire a local CCTV contractor to televise up to 2,000-feet of the 24-inch gravity main. For the purposes of this proposal, an allowance of \$14,000 has been estimated for this task to include light cleaning and CCTV inspection of the main

Schedule

We are prepared to begin work immediately on Task 1 and will complete Task 1 within 2-months from notice-to-proceed. We will require 6 months from February 2023 for completion of Task 2 in order to install a temporary flow meter for 4-months (March – June). We will then require 1 month after the removal of the meter to analyze the data and prepare our DRAFT Summary Report. The total project time required to complete Tasks 1 through 3 is 9 months.

Fee

We propose to provide the engineering services described above on an hourly time and expense basis, for a not-to-exceed base fee of \$57,300 excluding any required traffic control costs, with two optional adders totaling an additional \$18,000. At this time, it is recommended to include at least Optional Task 4. We feel

1/5/2023

Ray Jarema, PE

Page 5 of 5

that a physical calibration check by a qualified technician will be valuable when conducting our review. A summary of each task along with the associated engineering hours is presented in the attached breakdown. If this proposal is acceptable, we will prepare a draft engineering services agreement for your review.

Thank you for the opportunity to submit this proposal. Please contact us if you have any questions or require additional information.

Sincerely,

WRIGHT-PIERCE



Dennis Dievert Jr, PE

Senior Project Manager

dennis.dievert@wright-pierce.com

ESTIMATED STAFF EFFORT (HOURS) AND COSTS
 Berlin Water Control - Town of Berlin, CT
 Baxter Avenue Flow Meter - 3rd Party Engineering Review
 T16767

TASK DESCRIPTIONS	ADVISOR/ Client Manager	Project Manager	QA/QC Manager	Lead Project Engineer	Project Engineer	Field Engineer	Instrument Engineer	GIS Engineer	Admin. Assistant	TOTAL HOURS	NON-LABOR	SUBS COST	SUBS Mark Up	LABOR	TOTAL
1 Desktop Review & Interview															
a Collect & Review Existing Information		2		2	4		2			10	\$50	\$0	\$0	\$1,342	\$1,392
b Research/Summarize Publications	1			2	4		2			9	\$0	\$0	\$0	\$1,266	\$1,266
d Review billings and past flow studies	1			8	8					17	\$0	\$0	\$0	\$2,003	\$2,003
e Develop Hydraulic Model of 24-inch Sewer	1	2	2	24				2		31	\$0	\$0	\$0	\$4,101	\$4,101
f Summarize Data Review	2	4		4	6			2	2	20	\$0	\$0	\$0	\$2,369	\$2,369
g Conduct Review Workshop		3		3						6	\$50	\$0	\$0	\$775	\$825
Subtotals	5	11	2	43	22	0	4	4	2	93	\$100	\$0	\$0	\$11,857	\$11,957
2 Field Checks															
a Flow Check/Slick Measurements x 6-days	1	2	2	2	50	60		2		119	\$3,900	\$0	\$0	\$12,039	\$15,939
b Enter Vault and Review Meter Installation		1	1	1	6	8	2			19	\$1,000	\$0	\$0	\$2,246	\$3,246
c Install and Maintain Meter for 4-months	1	4	1	6	20	60				92	\$5,500	\$0	\$0	\$9,355	\$14,855
Subtotals	2	7	4	9	76	128	2	2	0	230	\$10,400	\$0	\$0	\$23,650	\$34,050
3 Analysis & Report															
a Prepare DRAFT Summary Report	2	8	4	12	40	8	8		2	84	\$0	\$0	\$0	\$10,382	\$10,382
b Conduct review Workshop		3		3						6	\$0	\$0	\$0	\$775	\$775
c Finalize Report		1		1	2				1	5	\$0	\$0	\$0	\$529	\$529
Subtotals	2	12	4	16	42	8	8	0	3	95	\$0	\$0	\$0	\$11,687	\$11,687
4 Field Calibrate Meter															
a Field Calibrate Meter		2	1		4		2			9	\$0	\$2,500	\$125	\$1,295	\$3,920
Subtotals	0	2	1	0	4	0	2	0	0	9	\$0	\$2,500	\$125	\$1,295	\$3,920
5 CCTV 2,000 Feet 24" Main															
a CCTV Main		4	1	8	8	8		2		31	\$0	\$10,000	\$500	\$3,519	\$14,019
Subtotals	0	4	1	8	8	8	0	2	0	31	\$0	\$10,000	\$500	\$3,519	\$14,019
TOTAL PROJECT HOURS	9	36	12	76	152	144	16	8	5	458	\$10,500	\$12,500	\$625	\$52,007	\$75,632

Total Labor \$52,007
 Non-Labor \$10,500
 Subcontractor \$12,500
 Sub Markup \$625
 Total Fee \$75,600

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 6, 2023

SUBJECT: Waive Bidding Requirements for Northeast Labs to Perform Additional Testing for Compliance with Connecticut Department of Health Requirements

SUMMARY:

Water quality testing is mandated by the Connecticut Department of Health, and the Water Department has currently exceeded the designated funds set aside for testing.

Northeast Laboratories, Inc. consistently performs the testing at its facilities in Berlin, and is most familiar with our requirements and procedures.

Water quality tests have increased in cost. Additionally, some tests like Synthetic Organic Chemicals (SOCs) and Volatile Organic Chemicals (VOCs) are sent to specialized labs such as Northeast Labs. Therefore, the additional test results were collected in this fiscal year, rather than last, increasing the cost this year.

Funding was originally anticipated to be \$9,500.00, realizing that we would need to go before Town Council for approving a bid waiver for \$17,000.00 because of the additional testing costs.

Funds will be taken from the Operation Supplies and Expenses Account (843.50.5082.0.56601.00000).

ACTION NEEDED:

Move to waive the bidding requirements for Northeast Laboratories to allow for payments up to \$17,000.00 so that the Berlin Water Control Commission remains in compliance with water quality tests established by the Connecticut Department of Health, as this is in the best interest of the Town.

PREPARED BY:

Ray Jarema, P.E., Water Control Commission



Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: December 8, 2022

SUBJECT: Public Grounds– Seasonal Maintenance and Lawn Cutting – RFP #2023-07

Summary of Agenda Item:

Public Grounds is looking to continue utilizing an independent contractor to provide seasonal maintenance and lawn cutting during the spring, summer, and fall seasons at a number of Town properties. These include a total of nine cemeteries, two alternates cemeteries which includes the ancient section inside Wilcox and section Old South inside Maple Hill Cemetery, ten cul-de-sacs, four roadside strips, one right-of-way and a Fire Department property. This service has consistently been put out to bid every three years.

RFP #2023-07 was advertised on November 14, 2022 and the public bid opening was held on December 6, 2022. Bids were received at the Town Manager's Office from five vendors. After reviewing the bid proposals, the Superintendent of Parks & Grounds and the Cemetery Committee recommend executing this contract with the lowest bidder, A-Z Services LLC. The contract will be for \$12,375.15 per year for three years, for a total of \$37,125.45.

This contract will be funded from the 001.25.2545.0.53204.00000 account in the operating budget of Public Grounds.

Action Needed:

Move to authorize Town Manager, Arosha Jayawickrema, to enter into contract with the lowest bidder, A-Z Services, LLC for seasonal maintenance and lawn cutting at various town properties including the two alternates for a total amount of \$37,125.45 from March 1, 2023 through November 30, 2025.

Attachments:

- Bid Results
- Sufficiency of funds

Prepared By:

Steven T. Wood Superintendent of Parks & Grounds

December 6, 2022 1:00PM

[illegible]



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 5-Jan-23

Purchase Item or Contract: Seasonal Maint. and Lawn Cutting		Requested by: Steve Wood	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Seasonal Maint. and Lawn Cutting	\$4,640.68	\$4,640.68
	(March 2023 - June 2023 portion only)		\$0.00
			-
			-
			-
			-
TOTAL			\$4,640.68

Account No. 001.25.2545.0.53204.00000 Labor Serv., Pool, Cemeteries


Budgeted Amount.....	\$65,000.00	Available balance.....	\$26,680.00
Encumbrances to Date.....	\$10,720.04	Amount Needed for This Package.....	\$4,640.68
Expenditures to Date.....	\$27,599.96	Available Balance After Purchase.....	\$22,039.32

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. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 4, 2023

SUBJECT: Update to Town Council regarding Animal Control

SUMMARY:

This is an update from Animal Control regarding the new leash law ordinance, as well as the activity at the new Pistol Creek unleashed area. It also includes information regarding enforcement, the agreement that places Animal Control under the Town Manager and the safety of our Officers.

Pistol Creek and Bicentennial – Patrols and Logs

Attached are patrol logs completed by the Animal Control Officer and Assistant Animal Control Officer from December 7, 2022 to January 2, 2023. The Officers have been patrolling both Pistol Creek and Bicentennial Meadow since the new ordinance went into effect on February 1, 2022 (Bicentennial Meadow had a 6-month reprieve from this ordinance). Written patrol logs were only started after a complaint was made to the Town Manager's Office on December 2, 2022, about dogs being off leash at Pistol Creek and people throwing their excrement bags into the woods. Prior to that, no complaints had been received to the Animal Control Office, my office or the Town Manager's Office regarding Pistol Creek. There will be days on the patrol logs that they were unable to get to the locations to patrol due to other responsibilities such as, but not limited to cleaning/feeding the animals at the shelter, following up on reports, and going on calls.

Enforcement

Animal Control Officers enforce the Connecticut Animal Control Laws listed in the Law Book sent out by the State. More specifically, they enforce Chapters 435, 436 and 436A. The most common ones enforced via these chapters are:

22-333 – Redemption of impounded dog, cat or other animal

22-339b – Rabies Vaccination required for dogs and cats. Booster vaccination required. Proof of vaccination.

22-349 – Unlicensed Dogs. Regulations. Impoundment.

22-350a – Tethering and confining of dog for unreasonable period. Fine.

22-363 – Nuisance

22-364 – Dogs Roaming at Large

22-365 – Obstruction of commissioner or any canine or animal control officer. Penalty.

Per the Town Code Book, Sec. 3-6, Enforcement of Chapter Provisions, ACO's enforce the ordinances in Chapter 3 of the Town Code Book.

In regard to enforcement of the new leash law ordinance, at this time neither written warnings nor citations are being issued to individuals whose dog is not on a leash. When the ordinance

first went into effect in February, the Animal Control Officers printed and kept with them at all times, copies of the new ordinance. It was distributed to individuals as they saw them on patrols and a conversation was had as a way to educate them on the new leash law ordinance. Individuals were educated about Bicentennial having the meadow area remain an unleashed area for a period of 6 months and as it came to fruition, they were notified of the new unleashed area at Pistol Creek.

In September 2022, in a meeting with myself, Town Manager Jayawickrema, and Chief McNally it was decided to continue the education of the leash law ordinance and not to move towards written warnings at this time. We created a 3" by 3" reminder card that stated the Town Ordinance. Reminder cards were given to Animal Control Officers, the Town Clerk's Office and the Berlin Police Department. Chief McNally stated that he would also have his officers add Pistol Creek and Bicentennial to their patrols and distribute the reminder cards. The Animal Control Officers are more than willing to move into the stage of distributing written warnings when the Town is ready. If a citation is issued, it would be for \$100 per the Fee Schedule of a Violation of Chapter 3.

Safety of Animal Control Officers

As the issue of safety was raised at the previous Town Council meeting since the Animal Control officers are not on the same radio system as the PD, I reached out to Jim Simons to discuss the possibility of adding radios to the Animal Control vans to be able to access the Police Department. In speaking with Jim, the suggestion is to get portable radios and vehicle chargers. This will allow them to have a radio on them when they leave their vehicle to respond to a call. The radios would be programmed to Dispatch #2 which has great coverage throughout the Town. The estimated cost for this is about \$1,700 per van, so approximately \$3,400 for the pair. It would include the radio, vehicle charger, collar mic, and P25 key. Having these portable radios would give them 24/7 direct access to the Police Department.

Supervision of Animal Control

Prior to 2006 the ACO was under the supervision of the Berlin PD. There was an investigation in 2005 -2006 which resulted in the termination of the current ACO. The Settlement Agreement reached between the Town and the Union in 2006 placed the supervision of the Animal Control Division under the Town Manager. The Town Manager had a conversation with the current ACO in 2020 about moving the department back to the Berlin PD and the ACO was not receptive to the idea. The Town Manager and the Mayor had a meeting with the Police Commissioner Wilson and the former Chief of Police Klett about transferring the Animal Control Department back to the PD. They were willing to take make the change but didn't want the current ACO with the Division.

Per the Director of Human Resources, we received a second opinion from Duncan Forsyth, the Town's Labor Attorney and he simply stated that "no, there is not possibility for a workaround with regards to the current MOU." It is a binding agreement and the only way to modify the agreement is to renegotiate the terms which must be agreed upon between the Town and the Union.

ACTION NEEDED:

None

ATTACHMENTS:

Patrol Logs
Copy of signed MOU agreement

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Parks Services

A handwritten signature in black ink, appearing to be 'JO' or similar, located to the right of the name Jennifer Ochoa.

MEMORANDUM OF UNDERSTANDING
SETTLEMENT AGREEMENT AND RELEASE

The parties to this Agreement are the Town of Berlin ("Town"), the Connecticut Independent Labor Union Local #52 ("Union") and Janice Lund ("Employee"). Through this document the Town and the Union hereby agree that notwithstanding the existing Collective Bargaining Agreement ("CBA") between the parties, the following shall be implemented:

Presently pending are three grievances filed by the Employee and the Union against the Town as follows:

- a. Grievance of three-day suspension known as Case #2006-A-0755;
- b. Grievance of termination known as Case #2006-A-0746;
- c. Grievance of termination known as Case #2006-A-0747

These grievances are presently pending before the State Board of Mediation and Arbitration.

Due to the numerous factual, legal and technical issues involved in the three grievances and because the outcome of these grievances is uncertain, the parties agree to this global resolution of all outstanding issues and claims.

The Employee and the Union agree to withdraw Case #2006-A-0755. The three-day suspension without pay which was imposed on December 9, 2005 will remain in effect.

The Employee and the Union agree to withdraw Case #2006-A-0746 and Case #2006-A-0747. Without admitting fault or conceding the relative strength or weakness of their respective claims the parties agree that the termination(s) of employment imposed on March 13, 2006 is rescinded and a suspension without pay is imposed from March 14, 2006 through June 18, 2006. The Employee will return to her position as Animal Control Officer on June 19, 2006. All benefits (other than wages) remain in effect from March 14, 2006 through June 18, 2006, including the accrual of sick time during the suspension. As of July 1, 2006 the Employee is entitled to her full vacation time (3 weeks) for the 2006/2007 fiscal year despite the suspension from March 14, 2006 through June 18, 2006.

The Employee releases the Town, its agents, servants, commissions or employees from any and all claims arising out of the employment relationship between the parties up to and including the effective date of this agreement.

The Town agrees to transfer control and supervision of the Animal Control Division and the Animal Control Facility from the Police Department to the Town Manager's office effective June 19, 2006.

The Employee agrees to abide by and enforce all Town rules, policies and guidelines pertaining to the Animal Control Division and the Animal Control Facility, more specifically as set forth in the Policies and Procedures of the Animal Control Division promulgated by the Town Manager's office on June 19, 2006.

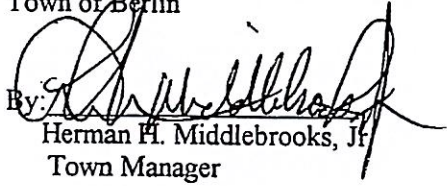
The Town and Union further agree that this Memorandum of Understanding has no precedential value and, therefore, cannot be used to assert or establish a past practice concerning

management rights or any other rights or provisions of the CBA. This Memorandum of Understanding shall not become a part of the parties CBA or any successor CBA unless specifically negotiated by the parties or imposed in arbitration.

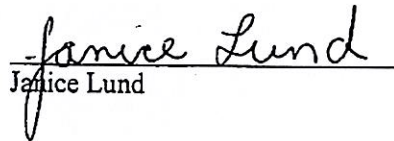
This constitutes the complete and entire understanding of the parties and cannot be amended unless in writing by both parties.

Signed this 13th day of June, 2006.

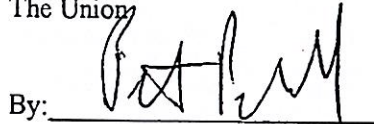
Town of Berlin

By: 
Herman H. Middlebrooks, Jr.
Town Manager

The Employee


Janice Lund

The Union

By: 

PATROL LOG

Wednesday, December 7, 2022

PISTOL CREEK

11:30AM – 12:00PM

Two cars- one older lady with small white fluffy dog on south side of road, headed to her car and left.
One younger female - no dog walking

BICENTENNIAL

12:10PM-12:30 PM

2 Cars. Could see three groups of people at very far end of field. Looks like they saw me and two scattered into the woods. One small tan dog looked off leash. A couple appeared to be heading back towards me.

I met them part way. Both dogs off leash. Had discussion about leash ordinance. They know its leash only but have been coming here for years. Explained we may be issuing infractions after first of year. Tori Lepak Cynthia Dr. Hooch Lab Lic #626 & Sky Golden X Lic #627

Thursday, December 8, 2022

PISTOL CREEK

No one in off leash area 11:00AM-11:35AM

A woman walking beagle on leash - her dog does not like other dogs to play in off leash area.
An older couple with teenager and black lab on leash walking on paths.

BICENTENNIAL

Only 1 car 10:30AM-10:45AM

Did not see anyone walking or dogs in field.

Friday, December 9, 2022

Only patrolled Bicentennial, no dogs off leash. Blue Collar Christmas Party, off at 12:00PM.

Saturday, December 10, 2022

PISTOL CREEK and BICENTENNIAL

No time for patrols, 2 dog bites, busy with calls.

Sunday, December 11, 2022

PISTOL CREEK and BICENTENNIAL

No time for patrols, following up on 2 dog bites, busy with other calls and new cases.

Monday, December 12, 2022

PISTOL CREEK and BICENTENNIAL

Did not patrol, snow on trails

Tuesday, December 13, 2022

PISTOL CREEK

9:45AM - 10:15AM

Senior walking white terrier (on leash) who was 16 yrs old today. Walked with her a little and gave her poop bags/holder. Other people, but no dogs- jogger, walking alone. No one in off leash area.

BICENTENNIAL PARK

1:30PM - 2:00PM

2 cars, no people visible. A couple with 2 pittie mixes came, both on leashes. Went on trail to left- not open field area. Gave a poop bag holder & bags.

Wednesday, December 14, 2022

PISTOL CREEK and BICENTENNIAL

No time for patrols, had to transport cat, cleaning/feeding, new cases to report on.

Thursday, December 15, 2022

PISTOL CREEK and BICENTENNIAL

No patrols. Staff was off, Cromwell covered emergencies only.

Friday, December 16, 2022

PISTOL CREEK and BICENTENNIAL

No patrols. Very cold, pouring rain.

Saturday, December 17, 2022

PISTOL CREEK

Did not get a chance to get there after Bicentennial due to a call.

BICENTENNIAL

10 dogs in field, all were leashed but one. Spoke to dog owner. Understanding.

Sunday, December 18, 2022

PISTOL CREEK and BICENTENNIAL

No patrols. Busy with numerous new cases.

Monday, December 19, 2022

PISTOL CREEK

10:10AM - Few walkers - No dogs seen in fenced in area or walking

BICENTENNIAL

No patrol. Handled a call after Pistol Creek patrol.

Tuesday, December 20, 2022

PISTOL CREEK

1:30PM - 2:00PM

Several people walking, 2 seen with dogs on leashes.

BICENTENNIAL

10:15AM

2 cars, no people walking dogs

Wednesday, December 21, 2022

PISTOL CREEK

11:30AM – No cars, no dogs in fenced in area, none seen walking

BICENTENNIAL

12:00PM – No dogs seen in field

Thursday, December 22, 2022

PISTOL CREEK

2:15PM - German Shephard with owner – from Southington, on leash on trail

BICENTENNIAL

1:30PM – 2 pit mixes with couple, on leashes

Friday, December 23, 2022

PISTOL CREEK and BICENTENNIAL

No staff on, holiday observed.

Saturday, December 24, 2022

PISTOL CREEK and BICENTENNIAL

No patrol. Christmas Eve, staff only came in for cleaning/feeding.

Sunday, December 25, 2022

PISTOL CREEK and BICENTENNIAL

No patrol. Christmas Day. Staff only came in for cleaning/feeding.

Monday, December 26, 2022

PISTOL CREEK and BICENTENNIAL

No staff on, holiday observed.

Tuesday, December 27, 2022

PISTOL CREEK

2:00PM - Small shepherd with owner from Rocky Hill, walking on leash

BICENTENNIAL

1:00PM – 3 cars, but no one in field area

Wednesday, December 28, 2022

PISTOL CREEK and BICENTENNIAL

No patrols. Very busy with new cases and calls.

Thursday, December 29, 2022

PISTOL CREEK and BICENTENNIAL

No patrols. Very busy with new cases and calls. Cat hit by car, etc.

Friday, December 30, 2022

PISTOL CREEK and BICENTENNIAL

No patrols. Very busy with new cases and calls. Only one staff on.

Sunday, January 1, 2023

PISTOL CREEK and BICENTENNIAL

No patrol. New Year's Day. Staff only came in for cleaning/feeding.

Monday, January 2, 2023

PISTOL CREEK and BICENTENNIAL

No staff on, holiday observed.

Agenda Item No.: 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: January 10, 2023

SUBJECT: Waive the Town of Berlin's purchasing requirements and award the 2023/24 Diesel contract to East River Energy and provide permission to lock into a pricing if a favorable price can be obtained.

Summary of Agenda Item:

Our current Diesel contract is expiring 6/30/2023. Currently the futures markets are lower, but are expected to steadily increasing with uncertainty of world oil supply. Jim Simons, Fleet Manager, is requesting the Town Council waive the town's bidding process and award the 23/24 Diesel contract to East River Energy. This would allow town administration the ability to potentially lock into a favorable price for the duration of the contract.

The benefit to the town is stability in pricing for Diesel over an extended period which hopefully will afford some savings and an adequate budget figure.

Action Needed:

Move to waive the town's purchasing requirements and award the 2023 Diesel contract to East River Energy and allow Town Administration to lock into a favorable pricing when it becomes available as this is in the town's best interest.

Attachments:

None

Prepared By:

James C. Simons, Fleet Manager

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 10, 2023

SUBJECT: Authorization for the Town Manager to Enter into an Agreement with BETA Group, Inc. Related to Conduct of Additional Environmental Testing at the Connecticut Sand & Stone Properties

Summary of Agenda Item:

The Town received Brownfields Assessment Grants for the continued environmental assessment of the Connecticut Sand & Stone properties at the rear of and connecting to New Britain Road, east of the CSX rail freight line. BETA Group, Inc. was previously selected by the Town through a competitive process to provide environmental consulting services for the Connecticut Sand & Stone sites. During a recent meeting with Connecticut Department of Energy and Environmental Protection it was indicated that the previously completed hazardous building materials survey should be expanded to include PCB testing. BETA has provided the attached proposal for PCB testing services for an amount not to exceed cost of \$4,000 and staff recommends authorization of additional contract amendments up to an additional \$2,000 in the event that added testing is required based on the initial test results.

The action needed is to waive bidding requirements in the best interest of the Town and authorize the Town Manager to enter consulting contract amendments with BETA Group, Inc. in amounts not to exceed \$6,000 to be paid from the Brownfields Assess.-CT Sand & Stone account # 504.10.1017.0.54000.01416.

Actions Needed:

Move to waive bidding requirements in the best interest of the Town and authorize the Town Manager to enter consulting contract amendments with BETA Group, Inc. in an amount not to exceed \$6,000 to be paid from the Brownfields Assess.-CT Sand & Stone account, per the scope of work attached.

Attachments:

1. Proposal from BETA Group
2. Sufficiency of Funds

Prepared By:

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



January 9, 2023

Mr. James Mahoney
Town of Berlin
Economic Development Coordinator
240 Kensington Road
Berlin, Connecticut 06037

Re: **Hazardous Building Materials PCB Assessment**
303 New Britain Road, Berlin, Connecticut

Dear Jim:

BETA Group, Inc. (BETA) is pleased to submit the attached proposal to the Town of Berlin for assessment of polychlorinated biphenyls (PCBs) in a derelict building located at 303 New Britain Road in Berlin Connecticut (the site). This work is intended to identify building materials that may contain PCBs which may be subject to facilitate compliance with the Toxic Substances Control Act (TSCA) and aid in identifying disposal requirements for the structure during future renovations or demolition. The scope of work is presented below:

SCOPE OF SERVICES

Task 1: Hazardous Building Material Assessment

BETA will collect samples from approximately ten homogenous areas including, non-porous and porous surfaces in accordance with Environmental Protection Agency (EPA) protocols. Materials observed in this building that may contain PCBs include window glazing, caulking, paint as well as substrates including concrete masonry unit (CMU) blocks, bricks, mortar and the concrete slab. One sample will be collected from each homogenous area for analysis of PCBs using EPA method 8082 with Soxhlet extraction. A hammer drill will be used with a temporary power source to obtain samples from the concrete slab, CMU blocks, brick and mortar. The sample collection apparatus will be decontaminated using a hexane solvent between each sample. Virgin nitrile gloves will be donned during collection of each sample. The laboratory turnaround is approximately 10 business days. The laboratory analytical results will be summarized in a tabular format compared with applicable regulatory thresholds. A brief summary report detailing the collection procedures, locations of samples in a photographic log and results of the assessment will be prepared following receipt of the laboratory analytical results.

SCHEDULE OF SERVICES

This project will be completed within approximately three to four weeks of project authorization. The schedule is dependent on laboratory analysis which may be delayed due to current economic and supply chain conditions.

EXCLUSIONS

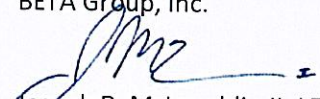
This scope of services excludes sampling of damp-proof coatings on frost walls if present which would require subsurface investigation. Excludes disposal of investigation derived waste (IDW) including gloves and spent solvents.

FEE FOR SERVICES

The proposed scope of services outlined herein will be completed on a lump basis with a total cost of **\$4,000.**

Sincerely,

BETA Group, Inc.



Joseph R. McLoughlin II, LEP, LSP
Vice President



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 10-Jan-23

Purchase Item or Contract: Additional Envir. Testing - CT Sand & Stone		Requested by: Jim Mahoney	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Adtional Environmental Testing - Conn. Sand & Stone	\$6,000.00	\$6,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$6,000.00

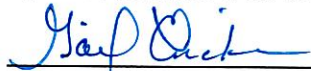
Account No. 504.10.1017.0.54000.01420 CT Sand & Stone #2

Budgeted Amount.....	\$14,161.96	Available balance.....	\$11,412.96
Encumbrances to Date.....	\$1,174.00	Amount Needed for This Package.....	\$6,000.00
Expenditures to Date.....	\$1,575.00	Available Balance After Purchase.....	\$5,412.96

Is a budget change needed? ☐ Yes ☒ No

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

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


Finance Director or Assist.Finance Director

or:

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

Finance Director or Assist.Finance Director

Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 10, 2023

SUBJECT: Authorization for the Town Manager to Enter into a Contract Amendment with Loureiro Engineering for Services Related to Revision to the Engineered Control Variance for 55 Steele Boulevard

Summary of Agenda Item:

Newport Realty Group is revising its plan for 55 Steele Boulevard to eliminate the ground level parking under the building and to reduce the building footprint and reduce the number of apartments from 60 to 50. Newport is submitting applications to the Planning and Zoning Commission for amendments to the zoning regulations, site plan and special permit to accommodate the changes. In addition, this will result in modifications to the engineered control being installed by the Town on the property prior to conveyance to Newport Group. The engineered control is being installed pursuant to an engineered control variance approved by the Connecticut Department of Energy and Environmental Protection that allows the Town to install a geomembrane to cap contaminated soils on the site. The engineered control will need to be amended to accommodate the new design. Loureiro Engineering provides environmental consulting services for the Town's 55 Steele Boulevard property. Loureiro has submitted a proposal to the Town to redesign the engineered control based on the changes to Newport's plans and to apply to the Connecticut Department of Energy and Environmental Protection for an amendment to the engineered control variance for the project for \$3,500. Staff requests authorization for \$2,000 for change orders for additional work, if needed, based on plan revisions that may be needed to the bid document. The additional cost of this work is to be charged to the Municipal Brownfields grant for 889 Farmington Avenue, Municipal Brownfields Grant, account # 540.10.1017.0.53961.00000.

Action

Move to waive the bidding process in the best interest of the Town and to authorize the Town Manager to enter into a contract amendment with Loureiro Engineering to the Town to redesign the engineered control based on the changes to Newport's plans and to apply to the Connecticut Department of Energy and Environmental Protection for an amendment to the engineered control variance for the project for a cost not to exceed \$5,500 that will be charged to the Municipal Brownfields Grant account.

Attachments:

1. Sufficiency of funds.

2. Loureiro proposal.

Prepared By:

Chris Edge, Economic Development Director

Jim Mahoney, Economic Development Coordinator *CE*



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 10-Jan-23

Purchase Item or Contract: Revision to engineered control variance		Requested by: Jim Mahoney	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Revision to engineered control variance - 55 Steele Blvd.	\$5,500.00	\$5,500.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$5,500.00

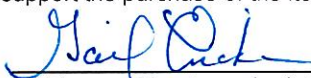
Account No. 540.10.1017.0.53961.00000 Municipal Brownfields Grant

Budgeted Amount.....	\$516,381.27	Available balance.....	\$377,728.37
Encumbrances to Date.....	\$123,270.86	Amount Needed for This Package.....	\$5,500.00
Expenditures to Date.....	\$15,382.04	Available Balance After Purchase.....	\$372,228.37

Is a budget change needed? ☐ Yes ☒ No

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

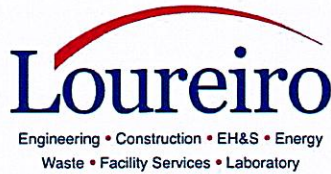
☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.


Finance Director or Assist.Finance Director

or:

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

Finance Director or Assist.Finance Director



January 10, 2023

Town of Berlin

Town Manager's Office, Room 1
240 Kensington Road
Berlin, Connecticut 06037

Attn: Mr. Jim Mahoney

RE: Proposal for Environmental Engineering Services – Request for Approval of Revision to Engineered Control Design

Former Pioneer Precision Products, 55 Steel Boulevard, Berlin, Connecticut

Dear Mr. Mahoney:

Loureiro Engineering Associates, Inc. (Loureiro) is pleased to submit this proposal for services necessary to obtain Connecticut Department of Energy and Environmental Protection (DEEP) approval of the revised engineered control design. The revision will conform with the new construction plan by Newport that eliminates the ground level parking garages in Buildings D and E of the proposed Steele Point development. Since the garages will be replaced by ground level residential units, a high-density polyethylene liner and sub-liner venting will be required for the entire building footprint to mitigate vapor intrusion risks. The prior engineered control design approved by DEEP in June 2020 limited the placement of liner and venting to approximately one-quarter of the building footprint by means of the ground level parking concept. During our January 6, 2023 conference call with DEEP to discuss the design change, the following items were request to support formal approval:

- Concept drawing and summary narrative of the proposed changes to the engineered control and construction plan, overview of the passive venting system and ability to upgrade to active venting if required, and additional details concerning the current environmental conditions at the Site.
- Revision to the Part II Application for Engineered Variance after DEEP issues concurrence with the conceptual design.
- Public notice of the revised design plan upon DEEP approval of the Part II Application for Engineered Control Variance.

We proposed to provide the requested services on a time and materials basis for a fee not to exceed **\$3,500** without prior authorization from the Town. A breakdown of our proposed fee is presented in the table below.

Description	Cost
Concept Drawing and Summary Narrative	\$1,000
Addenda to Part II Application for Engineered Control Variance	\$1,500

Loureiro Engineering Associates, Inc.

100 Northwest Drive • Plainville, CT 06062 • 860.747.6181 • Fax 860.747.8822 • www.Loureiro.com

AN EMPLOYEE-OWNED COMPANY



Communications with DEEP and Responses to Supplemental Information Requests	\$ 500
Newspaper Public Notice and Public Meeting	\$ 500
Project Total	\$3,500

Loureiro will present the revised concept drawing and draft design summary narrative to the Town of Berlin within two weeks of receiving formal authorization to proceed. If you should you have any questions concerning this proposal, please feel free to contact me at (860) 410-2904.

Sincerely,

LOUREIRO ENGINEERING ASSOCIATES, INC.

Kevin J. Bitjeman, L.E.P.
Senior Project Manager

Agenda Item No. 13
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: December 22, 2022
SUBJECT: Violation of the Ethics Policy and Code of Ethics

Summary of Agenda Item:

Please refer to the attached letter from the Board of Ethics dated January 4, 2022. Ms. Angelico-Stetson did file a lawsuit to overturn this decision. The lawsuit has been withdrawn.

Ms. Angelico-Stetson would like to address the Town Council. Attorneys for both sides will be present at this meeting.

Action Needed:

Pursuant to Sections 1-4(a)(1) and 1-6 of the Berlin Ethics Policy and Section 9-5 of the Town Charter, consideration and action in response to the Board of Ethics' December 21, 2021, finding of a violation of the Ethics Policy and Code of Ethics relative to Complaint #2021-001.

Attachments:

Letter from the Board of Ethics

Prepared By: Kate Wall, Town Clerk



Town Of Berlin

Kate Wall, MMC
240 Kensington Road
Berlin, CT 06037
860-828-7036
kwall@town.berlin.ct.us

Office of the Town Clerk & Registrar of Vital Statistics

January 4, 2022

Mr. Arosha Jayawickrema
Berlin Town Manager
240 Kensington Road
Berlin, CT 06037

Re: Board of Ethics Complain #2021-001

Dear Mr. Jayawickrema:

This letter will serve as notification pursuant to the Town's Ethics Policy that the Berlin Board of Ethics, following hearings on an Ethics Complaint filed by Donna Veach as Complainant against JoAnn Angelico-Stetson as Respondent, found a violation of the Ethics Policy was committed by the Respondent. The Berlin Board of Ethics concluded the hearing on Complaint 2021-001 on December 21, 2021. The Complainant, Donna Veach, and Respondent, JoAnn Angelico-Stetson, along with their respective legal counsel, were in attendance for the entirety of the hearing, including the Board's deliberations. The Board of Ethics, at its December 21st hearing, found the Respondent in violation of Section 1-5 of the Berlin Ethics Policy. To summarize, the Board found that the Respondent published/caused to be published/approved the publication of statements concerning the existence of a Complaint filed with the Board of Ethics. The Complaint, which was dismissed for lack of probable cause, and the existence of the Complaint, were, at all times, confidential pursuant to the Berlin Code of Ethics and Berlin Ethics Policy section 1-5(a). At all times relevant to the Complaint, the Respondent was bound by the Berlin Ethics Policy and the failure to comply with the confidentiality requirements of the Ethics Policy is a violation of the Policy.

In accordance with Berlin Charter Section 9-5 Administration of Code. "(b)... After the hearing, if the Board of Ethics finds that any of the provisions of this chapter have been violated by the person so charged, the Manager, with Council approval, shall take such appropriate action as deemed necessary..." Please proceed in accordance with the Ethics Policy and the Town Charter.

Sincerely,

Kevin Hines
Board of Ethics Chair



Berlin Peck Memorial Library Board

Please return application to:

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

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. Berlin - Peck Library Board 2. _____

Name: Elaine Borselle Telephone No.: 860-828-1616

Home Address: 61 Oak Ridge Dr. Number of years in Berlin: 26
(Note: To apply, you must be a resident of Berlin)

Email Address: elaineb2@comcast.net

Are you a Registered Voter? yes Party Affiliation: Dem ✓✓
(Note: To apply, you must be a Registered Voter in Berlin)

BA CCSA
Educational Background (optional)

Retired
Present Employment (company/position)

Business Address

Current and Past Civic/Community Involvement: Library Board 2009-present
Bikes to Boot 2022

Tell us why you feel qualified for this appointment: Berlin Peck Library is a jewel in our town and a valuable community resource. My 14 years on the Board make me confident I can continue to make a valuable contribution.

Can you think of any reason that a conflict of interest could arise if you were appointed? No

Signature: Elaine Borselle Date: 11-19-2022

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.



TOWN OF BERLIN
Office of The Town Manager

*Berlin Peck Library
Board*

TOWN OF BERLIN
'22 DEC 19 AM 11:16

November 4, 2022

Sharon Powell
45 Ridgewood Lane
Berlin, CT 06037

Dear Sharon:

Your term on the Berlin Peck Library Board expires on January 31, 2023. Please check one of the lines below to let us know if you wish to be considered for an appointment to serve another term and complete the enclosed application form.

_____ Yes, I want to be considered for another term.

☒ No, I do not want to serve another term.

The Council will be making Board and Commission appointments during the month of January. Please respond no later than Wednesday, December 21st or we will assume you are not interested in serving another term. Please drop off or mail this letter and the completed application to the Town Manager's Office, Town Hall, 240 Kensington Road, Berlin, CT 06037 or email to csullivan@berlinct.gov.

Sincerely,

Arosha Jayawickrema

Arosha Jayawickrema
Town Manager

AJ:cms

Enclosure



Please return application to:
Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

Berlin-Peck Memorial
Library

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. BERLIN PECK LIBRARY

2. _____

Name: CAROL WELZ

Telephone No.: 860-828-6417

Home Address: 1308 ORCHARD RD. KENSINGTON
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 70

Email Address: cwelz@comcast.net

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

Party Affiliation: Republican ✓

Educational Background (optional)

Retired
Present Employment (company/position)

Business Address

Current and Past Civic/Community Involvement: BERLIN PECK LIB. BD, KENSINGTON CONG. CHURCH
KENSINGTON GARDEN CLUB

Tell us why you feel qualified for this appointment: I feel libraries are one of the most important things in the community. I want to make ours the best possible.

Can you think of any reason that a conflict of interest could arise if you were appointed? NO

Signature: Carol Welz Date: November 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.