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Meeting ID: 869 4725 0731

Passcode: 418408

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

TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, June 17, 2025  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PRESENTATION OF PROCLAMATION

Juneteenth

Sallie Caliandri – Berlin Historical Society

E. AUDIENCE OF CITIZENS

F. MAYOR'S UPDATE

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

H. CONSENT AGENDA:

1. Topic re: Transfer \$686,000, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts, pending approval by the Board of Finance. – Finance
2. Topic re: Accept monetary donations totaling \$958.24 and deposit \$525.00 into the Unrestricted Donations account for the libraries greatest need and deposit \$158.09 into the Friends of the Library Credit Card account for the acquisition of sensory play items, summer reading supplies and program supplies and deposit \$275.15 into the Friends of the Library Miscellaneous Account for an adult program and annual museum pass renewal and move to accept the donation of (50) free ice cream coupons with an approximate value of \$275.00 to be used as adult summer reading prizes and (50) free drink coupons with an approximate value of \$300.00 to be used as adult summer reading prizes. – Berlin-Peck Memorial Library

3. Topic re: Approve waiving the police fees in the approximate amount of \$ 43,000.00, for traffic control and direction for the Berlin Fair that will be held September 11-14, 2025 at the Berlin Fairgrounds; 430 Beckley Road, East Berlin, CT. - Police
4. Topic re: Accept a donation of \$10,050 and to deposit these funds into the Myrna Pauloz Senior Center Donation Account and appropriate said funds to Senior Center Budget, Furniture Account, Computer Account, and Programs and Activities Account. – Senior Center
5. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$214.38 and supplies/medical care valued at \$120.00. – Animal Control

I. NEW BUSINESS:

1. Topic re: Update concerning the Senior Center, YMCA and Senior Housing. – Mayor
2. Topic re: Waive the bidding process and authorize the Town Manager to enter a not to exceed contract amendment with Loureiro Engineering of \$9,500 for the preparation of a Completion of Investigation Report for the property at 55 Steele Boulevard, with the cost charged to the Municipal Brownfields Grant Account, as this is in the best interest of the Town. – Economic Development
3. Topic re: Waive the Town's bidding procedures and approve issuing purchase orders for the 2026 fiscal year for the following vendors due to the library's participation in Connecticut Library Consortium and in the Library Connection, Inc. as the best discounts have already been provided. Both vendors have been approved for bidding waivers for at least the past seven fiscal years. This is in the best interest of the town.

Supplies = \$3,200 Books = \$70,850 **Baker and Taylor Co. and/or Ingram** for adult, child and teen books – Total \$74,050

Databases = \$375 Books = \$2,410 Supplies = \$500 Data Services = \$34,000 Audio/Visual = \$31,000 - **Library Connection, Inc.** – Total \$68,285 – Berlin-Peck Memorial Library

4. Topic re: Waive the Town's bidding procedure for Fiscal Year 2026 to Water & Wetland LLC, in the amount of \$30,000 for yearly service, installation, and removal of fountains at Veterans Park including permitting, and treatment of invasive species at several waterways throughout town as this is in the best interest for the town. – Public Grounds
5. Topic re: Authorize the Town Manager to execute an agreement with MXI Environmental Services, LLC for the collection, management, transportation, and proper disposal of household hazardous waste materials in coordination with the Bristol Resource Recovery Facility Operating Committee. – Public Works
6. Topic re: Authorize the Town Manager to sign the Project Authorization Letter for the Connecticut Department of Transportation for the Installation and Revision of Traffic Control Signals at the intersection of State Highway Route 71 (Chamberlain Highway) and Route 364 (Southington Road). – Public Works

7. Topic re: Waive the Town's purchasing policy to purchase four 2025 Chrysler Voyager LX vans for an amount not to exceed \$159,468 from Roberts Dodge of Meriden CT to be used by the Berlin Board of Education for student transportation, as this is in the best interest of the Town. – Municipal Garage
8. Topic re: Call a Town Meeting at 6:45 pm on Tuesday, July 8, 2025, to approve a fiscal year 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the BHS Moisture account in the Capital Non-Recurring Fund in the amount of \$164,748 to fund initial efforts to temporarily replace floor tiles at Berlin High School due to the slab on grade moisture issue. Move to utilize State Contract no. 20PSX0088 for Bartholomew Contract Interiors of Hartford, CT and McBride Wayside Carpet CO. of Newington, CT and issue purchase orders with increases as necessary for both contractors without exceeding the account balance depending on both contractors availability, for phased temporary flooring tile repairs related to the slab on grade moisture issues at Berlin High School pending approval by the Board of Finance. - Facilities
9. Topic re: Approve the estimate from on-call contractor Earth Contractors of Kensington, CT for an amount not to exceed \$36,000 for the demolition and associated work of the caretaker's home at 292 Deming Road also to utilize on-call contractor EnviroMed of Meriden, CT and State Contractor Haz Pros of West Hartford, CT for environmental and remediation work related to the demolition of the caretaker's home at no. 292 Deming Road per their proposals which are each below the \$25,000 Council approval threshold. - Facilities
10. Topic re: Support The ReCONNstruction Center grant application process through the Sustainable Materials Management Grant. – Deputy Mayor
11. Topic re: Schedule a public hearing on July 8, 2025, at 7:00 pm to discuss the proposed amendment to the Noise Ordinance incorporating feedback from SH Acoustics. - Town Manager

J. TOWN MANAGER'S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS' COMMUNICATION:

M. ACCEPTANCE OF MINUTES:

June 3, 2025

N. ADJOURNMENT



**TOWN OF BERLIN**  
*Office of the Mayor*  
TOWN HALL • BERLIN, CT 06037

*Mayor*  
**Mark H. Kaczynski**

*Deputy Mayor*  
**Charles R. Paonessa**

**PROCLAMATION**

**WHEREAS,** The Town of Berlin recognizes that June 19th is celebrated nationwide as Juneteenth and that it serves to commemorate the emancipation of enslaved African Americans within our nation: and

**WHEREAS,** we further recognize Berlin's role in the abolition movement and its contributions towards obtaining emancipation for those who were enslaved. Physical and historical reminders of this rich history stand within our town to this day. Specifically, the Hotchkiss House located at 289 Main Street in Kensington which housed a local abolitionist and served as a stop on the Underground Railroad: and

**WHEREAS,** the journey north on the Underground Railroad was long, hard and dangerous, but worth it for so many looking to escape slavery in the south. We recognize the courage and sacrifice the Hotchkiss family made by opening their home to shelter the brave souls along their road to freedom: and

**WHEREAS,** the Town of Berlin does hereby proclaim June 19<sup>th</sup> as Juneteenth to honor and celebrate our African American citizens and all those who aided and supported their emancipation.

**NOW, THEREFORE, BE IT RESOLVED,** that I, Mark H. Kaczynski, Mayor of the Town of Berlin, Connecticut do officially recognize June 19, 2025 as

**JUNETEENTH**

Dated this 17<sup>th</sup> day of June 2025 at Berlin, Connecticut.

\_\_\_\_\_  
Mark H. Kaczynski, Mayor



Consent

**Agenda Item No. 1**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager

**DATE:** June 9, 2025

**SUBJECT:** Budget Transfers

**SUMMARY OF AGENDA ITEM:**

Over the course of each fiscal year, funds within the adopted General Fund budget are transferred between accounts for needs that have changed or opportunities that have arisen since the budget was adopted. No new money is being appropriated with this request. These items are summarized on the Budget Adjustments spreadsheet submitted with this action item.

**FUNDING:**

N/A – transfers between account – no new funding required


**ACTION NEEDED:**

Move to transfer \$686,000, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts, pending approval by the Board of Finance.

**ATTACHMENTS:**

Budget Adjustments spreadsheet  
Budget Change forms

**PREPARED BY:**

Kevin Delaney, Finance Director 

Budget Adjustments  
June 17, 2025

Department	GL Account #		From	To	Explanation
Tax Collector	001.05.0504.0.53924.00000	Tax Refunds		\$460,000.00	
	001.20.2035.0.53106.00000	Vehicle Fuel	\$75,000.00		
	001.35.3561.0.51135.00000	Blue Collar Personnel	\$30,000.00		
	001.25.2542.0.51520.00000	Life Guards/Pool Worker	\$30,000.00		
	001.25.2542.0.51530.00000	Recreation Program Help	\$40,000.00		
	001.05.0502.0.51130.00000	Clerical Personnel	\$25,000.00		
	001.35.3561.0.51125.00000	Mid-Managers Personnel	\$30,000.00		
	001.20.2038.0.51135.00000	Blue Collar Personnel	\$20,000.00		
	001.35.3561.0.52010.00000	Worker's Compensation	\$60,000.00		Due to a court stipulated settlement of the Eversource tax lawsuit for the 2022 revaluation, the tax refunds GL account is overbudget. The various accounts listed have surplus funds due to position vacancies and lower than budgeted operating costs.
	001.20.2037.0.52010.00000	Worker's Compensation	\$25,000.00		
	001.15.1532.0.52010.00000	Worker's Compensation	\$10,000.00		
	001.15.1532.0.51811.00000	In lieu of Sick Pay (Retiree)	\$40,000.00		
	001.35.3561.0.52200.00000	Pension	\$25,000.00		
	001.05.0509.0.53814.00000	Contractual Services	\$10,000.00		
	001.10.1014.0.51510.00000	Part time & Summer Help	\$10,000.00		
	001.25.2542.0.51510.00000	Part time & Summer Help	\$10,000.00		
Fire Dept	001.25.2544.0.51125.00000	Mid-Managers Personnel	\$10,000.00		
	001.05.0502.0.51125.00000	Mid-Managers Personnel	\$10,000.00		
	001.15.1531.0.53102.00000	Electricity		\$15,000.00	Due to statewide rate changes, the Electricity account exceeded budget.
	001.15.1531.0.52410.00000	Robert Wolf	\$5,000.00		
Highway	001.15.1531.0.52010.00000	Worker's Compensation	\$10,000.00		
	001.20.2037.0.51400.00000	Overtime		\$30,000.00	Due to weather conditions, the Highway Department worked overtime in the spring to complete projects.
	001.20.2037.0.51440.00000	Extra Duty Police Officer	\$15,000.00		
	001.20.2037.0.51135.00000	Blue Collar Personnel	\$15,000.00		

Budget Adjustments  
June 17, 2025

Department	GL Account #	From	To	Explanation
Public Buildings	001.20.2038.0.53102.00000		\$15,000.00	Due to statewide rate changes, the Electricity account exceeded budget.
	001.20.2038.0.53902.00000	\$15,000.00		
Library	001.25.2544.0.51325.00000		\$16,000.00	Due to staffing issues, the Library utilized substitutes more than budgeted.
	001.25.2544.0.51130.00000	\$16,000.00		
Schools	001.35.3561.0.51500.00000		\$20,000.00	Due to the number of field trips/programs where the BOE requested nursing coverage (including overnight trips), the cost of nursing support exceeded budget.
	001.35.3561.0.51135.00000	\$20,000.00		
Police	001.15.1532.0.51400.00000		\$50,000.00	
	001.15.1532.0.52200.00000	\$20,000.00		Due to officers out for medical reasons and dispatchers covering during the ADA restroom remodel, the overtime account exceeded budget.
	001.15.1532.0.51440.00000	\$15,000.00		
	001.15.1532.0.51811.00000	\$15,000.00		
Townwide	709.05.0507.0.53025.00000		\$10,000.00	The Town of Berlin is planning events to celebrate the 250th anniversary of the United States. This transfer provides seed money for these events. The plan is to raise private funds to supplement the town contribution.
	001.40.4066.0.59500.02055	\$2,500.00		
	001.40.4063.0.59500.02035	\$2,500.00		
	001.40.4066.0.59500.02055	\$5,000.00		
Mobile Home Park	500.25.2541.0.53814.00000		\$70,000.00	
	001.15.1532.0.52010.00000	\$5,000.00		
	001.05.0501.0.51125.00000	\$10,000.00		
	001.35.3561.0.51100.00000	\$10,000.00		The former caretakers house at the Berlin moile home park was included on the annual blighted property list. This transfer provides funding to demo the house, including the required abatement.
	001.25.2544.0.52200.00000	\$20,000.00		
	001.05.0502.0.52200.00000	\$12,500.00		
	001.05.0503.0.52200.00000	\$5,000.00		
	001.05.05090.0.52200.00000	\$7,500.00		
		<u>\$686,000.00</u>	<u>\$686,000.00</u>	
	GENERAL FUND TOTAL			
		<u>\$0.00</u>	<u>\$0.00</u>	
	WATER CONTROL TOTAL			
		<u>\$0.00</u>	<u>\$0.00</u>	
	CAPITAL PROJECTS TOTAL			
	GRAND TOTAL	<u>\$686,000.00</u>	<u>\$686,000.00</u>	




**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department: <b>Revenue Collector</b>	Fiscal Year: <b>FY2025</b>	Date: <b>6/7/25</b>	
To Acct #: <b>001.05.0504.0.53924.00000</b>	Description: <b>Tax Refunds</b>	Amount: <b>\$460,000.00</b>	Requested by: <b>K Delaney</b>

Are there funds from another account which can be requested: Yes ☐ No ☒ Partially ☐ Don't Know ☐

From Acct #:	Description:	Amount:	Approved by:  
<b>001.20.2035.0.53106.00000</b>	<b>Vehicle Fuel</b>	<b>\$75,000.00</b>	
<b>001.35.3561.0.51135.00000</b>	<b>Blue Collar Personnel</b>	<b>\$30,000.00</b>	
<b>001.25.2542.0.51520.00000</b>	<b>Life Guards/Pool Worker</b>	<b>\$30,000.00</b>	
<b>001.25.2542.0.51530.00000</b>	<b>Recreation Program Help</b>	<b>\$40,000.00</b>	
<b>001.05.0502.0.51130.00000</b>	<b>Clerical Personnel</b>	<b>\$25,000.00</b>	
<b>001.35.3561.0.51125.00000</b>	<b>Mid-Managers Personnel</b>	<b>\$30,000.00</b>	
<b>001.20.2038.0.51135.00000</b>	<b>Blue Collar Personnel</b>	<b>\$20,000.00</b>	
<b>001.35.3561.0.52010.00000</b>	<b>Worker's Compensation</b>	<b>\$60,000.00</b>	
<b>001.20.2037.0.52010.00000</b>	<b>Worker's Compensation</b>	<b>\$25,000.00</b>	
<b>001.15.1532.0.52010.00000</b>	<b>Worker's Compensation</b>	<b>\$10,000.00</b>	
<b>001.15.1532.0.51811.00000</b>	<b>In lieu of Sick Pay (Retiree)</b>	<b>\$40,000.00</b>	
<b>001.35.3561.0.52200.00000</b>	<b>Pension</b>	<b>\$25,000.00</b>	
<b>001.05.0509.0.53814.00000</b>	<b>Contractual Services</b>	<b>\$10,000.00</b>	
<b>001.10.1014.0.51510.00000</b>	<b>Part time &amp; Summer Help</b>	<b>\$10,000.00</b>	
<b>001.25.2542.0.51510.00000</b>	<b>Part time &amp; Summer Help</b>	<b>\$10,000.00</b>	
<b>001.25.2544.0.51125.00000</b>	<b>Mid-Managers Personnel</b>	<b>\$10,000.00</b>	
<b>001.05.0502.0.51125.00000</b>	<b>Mid-Managers Personnel</b>	<b>\$10,000.00</b>	

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Due to a court stipulated settlement of the Eversource tax lawsuit for the 2022 revaluation, the tax refunds GL account is overbudget. The various accounts listed have surplus funds due to position vacancies and lower than budgeted operating costs.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>6/10/25</b>
Comments:			

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				


**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department:	<b>Fire Dept</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>6/8/25</b>
To Acct #:	Description:	Amount:	Requested by:		
<b>001.15.1531.0.53102.00000</b>	<b>Electricity</b>	<b>\$15,000.00</b>	<b>J. Simons</b>		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
<b>001.15.1531.0.52410.00000</b>	<b>Robert Wolf</b>	<b>\$5,000.00</b>			
<b>001.15.1531.0.52010.00000</b>	<b>Worker's Compensation</b>	<b>\$10,000.00</b>			

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Due to statewide rate changes, the Electricity account exceeded budget.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>6/10/25</b>
Comments:			

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department:	<b>Highway</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>6/8/25</b>
To Acct #:	Description:	Amount:	Requested by:		
001.20.2037.0.51400.00000	Overtime	\$30,000.00	S. Karp		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
001.20.2037.0.51440.00000	Extra Duty Police Officer	\$15,000.00			
001.20.2037.0.51135.00000	Blue Collar Personnel	\$15,000.00	✕		

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Due to weather conditions, the Highway Department worked overtime in the spring to complete projects.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 6/10/25
Comments:			

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 4: To be completed by Finance Department:**


Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department:	<b>Public Buildings</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>6/8/25</b>
To Acct #:	Description:	Amount:	Requested by:		
001.20.2038.0.53102.00000	Electricity	\$15,000.00	D. Solek		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
001.20.2038.0.53902.00000	Telephone	\$15,000.00			

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Due to statewide rate changes, the Electricity account exceeded budget.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:	6/10/25
Comments:				

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 4: To be completed by Finance Department:**


Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department:	<b>Library</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>6/8/25</b>
To Acct #:	Description:	Amount:	Requested by:		
<b>001.25.2544.0.51325.00000</b>	<b>Substitute</b>	<b>\$16,000.00</b>	<b>C. Tyszka</b>		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
<b>001.25.2544.0.51130.00000</b>	<b>Clerical Personnel</b>	<b>\$16,000.00</b>			

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Due to staffing issues, the Library utilized substitutes more than budgeted.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>6/10/25</b>
Comments:			

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				


**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department:	<b>Schools</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>6/8/25</b>
To Acct #:	Description:	Amount:	Requested by:		
<b>001.35.3561.0.51500.00000</b>	<b>Summer Programs/Field Trips</b>	<b>\$20,000.00</b>	<b>E. Halas</b>		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
<b>001.35.3561.0.51135.00000</b>	<b>Blue Collar Personnel</b>	<b>\$20,000.00</b>			

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Due to the number of field trips/programs where the BOE requested nursing coverage (including overnight trips), the cost of nursing support exceeded budget.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:
			<b>6/10/25</b>
Comments:			

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				


**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:



**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department:	<b>Police</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>6/8/25</b>
To Acct #:	Description:	Amount:	Requested by:		
<b>001.15.1532.0.51400.00000</b>	<b>Overtime</b>	<b>\$50,000.00</b>	<b>D. Gallupe</b>		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
<b>001.15.1532.0.52200.00000</b>	<b>Pension</b>	<b>\$20,000.00</b>			
<b>001.15.1532.0.51440.00000</b>	<b>Extra Duty Police Officer</b>	<b>\$15,000.00</b>			
<b>001.15.1532.0.51811.00000</b>	<b>In lieu of Sick Pay (Retiree)</b>	<b>\$15,000.00</b>			

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

Due to officers out for medical reasons and dispatchers covering during the ADA restroom remodel, the overtime account exceeded budget.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>6/10/25</b>
Comments:			

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department:	<b>Townwide</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>6/8/25</b>
To Acct #:	Description:	Amount:	Requested by:		
<b>709.05.0507.0.53025.00000</b>	<b>US 250th Celebration</b>	<b>\$10,000.00</b>	<b>K Wall</b>		

Are there funds from another account which can be requested: Yes ☐ No ☒ Partially ☐ Don't Know ☐

From Acct #:	Description:	Amount:	Approved by:
<b>001.40.4065.0.59500.02055</b>	<b>Issue of June 2024</b>	<b>\$2,500.00</b>	
<b>001.40.4063.0.59500.02035</b>	<b>Issue of 2014</b>	<b>\$2,500.00</b>	
<b>001.40.4066.0.59500.02055</b>	<b>Issue of June 2024</b>	<b>\$5,000.00</b>	

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

The Town of Berlin is planning events to celebrate the 250th anniversary of the United States. This transfer provides seed money for these events. The plan is to raise private funds to supplement the town contribution.

**Section 2: To be completed by Town Manager:**

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **6/6/25**

Comments:

**Section 3a: Town Council action:**

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐

Comments:

**Section 3b: Board of Finance action:**

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐

Comments:

**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department:	<b>Mobile Home Park</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>6/8/25</b>
To Acct #:	500.25.2541.0.53814.00000	Description:	Contractual Services	Amount:	\$70,000.00
				Requested by:	<b>D. Solek</b>

Are there funds from another account which can be requested: Yes ☐ No ☒ Partially ☐ Don't Know ☐

From Acct #:	Description:	Amount:	Approved by:
001.15.1532.0.52010.00000	Worker's compensation	\$5,000.00	
001.05.0501.0.51125.00000	Mid-Manager's Personnel	\$10,000.00	
001.35.3561.0.51100.00000	Department Head	\$10,000.00	
001.25.2544.0.52200.00000	Pension	\$20,000.00	
001.05.0502.0.52200.00000	Pension	\$12,500.00	
001.05.0503.0.52200.00000	Pension	\$5,000.00	
001.05.0509.0.52200.00000	Pension	\$7,500.00	

**Contingency Balance (If applicable):**

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

The former caretakers house at the Berlin mobile home park was included on the annual blighted property list. This transfer provides funding to demolish the house, including the required abatement.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>6/10/25</b>
Comments:			

**Section 3a: Town Council action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 3b: Board of Finance action:**

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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Consent

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

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

**FROM:** Ryan Curley, Town Manager

**DATE:** June 5, 2025

**SUBJECT:** Accept Library Donations

**Summary of Agenda Item:**

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash				
	150.00	Unrestricted Donations	libraries greatest need in memory of Audrey Bertagna	Debbie Clap and the Thursday Night Ladies
	150.00	Unrestricted Donations	libraries greatest need in memory of Audrey Bertagna	The Clip Shop (Catherine Bertagna Schneider's "work family")
	150.00	Unrestricted Donations	libraries greatest need in memory of Audrey and Charles Bertagna	Christine B. Rose
	50.00	Unrestricted Donations	libraries greatest need in memory of Audrey Bertagna	Paul and Elizabeth Lapierre & Family
	25.00	Unrestricted Donations	libraries greatest need in memory of Audrey Bertagna	Edward & Elizabeth Sheehan
	158.09	FOL CC Acct.	for child/teen summer reading, program supplies and sensory play items	Friends of the Library
	275.15	FOL Misc. Acct.	Adult program and annual museum pass renewal	Friends of the Library
	958.24			
Equip/Merch				
	275.00	(50) Ice Cream Coupons	for adult summer reading prizes	Pralines
	300.00	(50) Drink Coupons	for adult summer reading prizes	Aroma Joe's
	575.00			

**Funding:**

No funding needed


**Action Needed:**

Move to accept monetary donations totaling \$958.24 and deposit \$525.00 into the Unrestricted Donations account for the libraries greatest need and deposit \$158.09 into the Friends of the Library Credit Card account for the acquisition of sensory play items, summer reading supplies and program supplies and deposit \$275.15 into the Friends of the Library Miscellaneous Account for an adult program and annual museum pass renewal and move to accept the donation of (50) free ice cream coupons with an approximate value of \$275.00 to be used as adult summer reading prizes and (50) free drink coupons with an approximate value of \$300.00 to be used as adult summer reading prizes.

**Attachments:**

n/a

**Prepared By:**

Carrie Tyszka, Library Director 



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

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

**FROM:** Ryan Curley- Town Manager RC

**DATE:** May 27, 2025

**SUBJECT:** Berlin Fair Traffic Direction & Control Fee Waiver

**Summary of Agenda Item:**

The Berlin Lions Agricultural Fair, Inc is requesting that the Town of Berlin waive the traffic control fees associated with the Berlin Fair to be held September 12-15, 2025.

**Funding:**

Officers assigned to this event would be paid from the extra duty account #001.15.1532.0.51440.00000.

**Action Needed:**

Move to approve waiving the police fees in the approximate amount of \$ 43,000.00, for traffic control and direction for the Berlin Fair that will be held September 11-14, 2025 at the Berlin Fairgrounds ; 430 Beckley Road , East Berlin, Ct.

**Attachments:**

Request for Fee Waiver Form

Cost Form

**Prepared By:**

Lieutenant Michael Jobes, Berlin Police Department





<b>Requesting Organization:</b> Berlin Lions Agricultural Fair, Inc.	<b>Date:</b> May 21, 2025
<b>Contact Name:</b> Joe Dornfried (2025 President)	
<b>Phone Number:</b> (203) 575-2621	
<b>Event:</b> 2025 Berlin Fair	<b>Date of Event:</b> Sept 11 – 14, 2025
<b>Location of the Event:</b> Berlin Fairgrounds; 430 Beckley Rd, East Berlin, CT	
<b>What fee do you want waived:</b> All Town-related fees associated with the Berlin Fair (September 11 - 14, 2025) including, without limitation, any tent/temporary structure permits/fees and the costs of police support (including, without limitation, traffic direction and control and the private duty surcharge)	
<b>Identify the hardship incurred:</b> Costs associated with Town fees would significantly and directly impact the total amount of monies raised, thus reducing the funding available for donations to many local charitable organizations and community-based initiatives.	
<b>Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:</b> Funds from the Berlin Fair financially support the charitable activities of Berlin Lions Charities which distributes donations to many organizations, such as The Berlin Food Pantry, each of the four volunteer fire departments, multiple scholarships to Berlin High graduates (including valedictorian and salutatorian), local boys and girls committees (including Upbeat), local veterans, and several others. In addition to these donations, most every church, fire department, and civic organization in Berlin has a booth at the annual Berlin Fair to raise funds to support their community-based activities.	

**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.

**Name of Non-Profit or Political Organization:** Berlin Lions Agricultural Fair, Inc.

Signature

Date

Town Manager Signature

Date

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

**1. Fee Waiver Policy**

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



# BERLIN POLICE DEPARTMENT

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*Lieutenant Michael Jobes • Support Services Division*  
*Email: [mjobes@berlinpd.org](mailto:mjobes@berlinpd.org) Phone: (860) 828-7088*

Date: May 27, 2025

Event Name: Berlin Fair 2025

Requestor/Organization: Berlin Lion's Agriculture fair, Inc.

Date of Event: September 11-14, 2025

Number of Officers: Approximately 127 (4) hour shifts

Time: 509 hours (2024 Traffic Direction and Control fair hours used as estimate)

Contract Rate: Private Duty

Approximate Total : \$ 43,000.00 (509 hours x rate plus fringe rate percentage)

Function of Officer Assigned: Control traffic in a safe and controlled manner for time period of Berlin Fair. Traffic Pattern is changed to one way during fair hours necessitating police presence and control.



Lt. Michael Jobes

2:00 PM  
06/11/25  
Cash Basis

**Berlin Lions Charities**  
**Profit & Loss**  
**July 2022 through June 2025**

	<u>Jul '22 - Jun 25</u>
Ordinary Income/Expense	
Expense	
Charity Expenditures	
Agricultural Scholarship	10,000.00
Berlin Bears	1,000.00
Berlin 4 Volunteer Fire Depts.	6,000.00
Berlin Food Pantry	1,500.00
Berlin High Salutatorian	1,500.00
Berlin High Valedictorian	1,500.00
Berlin Out & About Club	3,750.00
Berlin Volunteer Fund	1,500.00
Boys & Girls Committee	50,600.00
C. Howard Goding Award	3,649.10
CCSAR	1,125.00
CRIS	4,200.00
East Berlin Fire- Wall Racks	5,000.00
Scholarships(4 @ 3,500)	31,500.00
Youth Outreach	22,500.00
Total Charity Expenditures	<u>145,324.10</u>
Total Expense	<u>145,324.10</u>
Net Ordinary Income	<u>-145,324.10</u>
Net Income	<u><u>-145,324.10</u></u>

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

**FROM: Ryan Curley, Town Manager**

**DATE: May 28, 2025**

**SUBJECT: To Accept and Appropriate funds from Myrna Pauloz Berlin Senior Center Fund**

**SUMMARY:**

Upon the death of long time Senior Center Member, Myrna Pauloz, a fund was established through the Community Foundation of Greater New Britain for the benefit of the Berlin Senior Center. This Fund was established to provide annual distributions to support the physical needs and activities of the Berlin Senior Center. It is stipulated in the Fund Agreement and Mrs. Pauloz Will, funds dispersed shall be used for the purchase of furniture, or audio-visual equipment, computers, and related computer programs, and may also be used to provide for or subsidize bus trips, lectures or other entertainment for members of the Senior Center.

The revenue received will be deposited in the Myrna Pauloz Senior Center Donations Account, 357.30.3055.2.45100.00000.

After careful consideration the Senior Center staff would like to use the second distribution of \$10,050.00 for the following; Furniture, \$2,000 to account 357.30.3055.0.54000.01314; Computer Equipment, \$2,000 to account 357.30.3055.0.54000.01000; Programs and Activities, \$6,050 to account 357.30.3055.0.53400.00000.

**FUNDING:** No funding needed

**ACTION NEEDED:**

Move to accept a donation of \$10,050 and to deposit these funds in to the Myrna Pauloz Senior Center Donation Account and appropriate said funds to Senior Center Budget, Furniture Account, Computer Account, and Programs and Activities Account.

**ATTACHMENTS:**

None

**PREPARED BY:**

Christine Doyle, Senior Center Director

*CD Doyle*



Consent  
Agenda Item No. 5  
Request for Town Council Action

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

**FROM:** Ryan Curley, Town Manager

**DATE:** May 31, 2025

**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*
5/1/25-5/31/25	\$40.00 (value)	Pet Supplies	Anonymous
	\$214.38 Vet care	Vet care	FOBAC, Berlin
	\$50.00 (value)	Pet Supplies	Anonymous
	\$30.00 (value)	Pet Supplies	Anonymous

\* Unless a name is mentioned, donors requested anonymity

**FUNDING:**

None

**ACTION NEEDED:**

Move to accept donations to the Berlin Animal Control Donation Account for \$214.38 and supplies/medical care valued at \$120.00

**ATTACHMENTS:**

None

**PREPARED BY:** Kate Matson, Animal Control



**Agenda Item No. 1**  
**Request for Town Council Action**

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

**FROM:       Ryan Curley, Town Manager**

**DATE:       June 10, 2025**

**SUBJECT:    Update on Senior Issues**

**Summary of Agenda Item:**

Discussion concerning Senior Issues including the Senior Center, YMCA and Senior Housing.

**Funding:**

None needed

**Action Needed:**

Discussion only

**Attachments:**

None

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



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

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

**FROM: Ryan Curley, Town Manager**

**DATE: June 9, 2025**

**SUBJECT: Authorization for the Town Manager to Enter into a Contract Amendment with Loureiro Engineering for Environmental Services for the 55 Steele Boulevard Project**

**Summary of Agenda Item:**

The Town's goal is to complete and document the environmental remediation process for 55 Steele Boulevard. A "Completion of Investigation Report" (COI) is required by the Connecticut Department of Energy and Environmental Protection is required as part of the documentation and verification process. Loureiro Engineering is the Town's Licensed Environmental Professional (LEP) for the project, and it has submitted a proposal to prepare the COI for a not to exceed cost of \$9,500 to be billed on a time and material basis using its Connecticut Department of Administrative Services (DAS) billing rates. Funding for this activity is from the Municipal Brownfields Grant Account # 540.10.1017.0.53961.00000.

**Funding:**

The \$9,500 cost will be charged to the Municipal Brownfields Grant Account # 540.10.1017.0.53961.00000.

**Action Needed:**

Move to waive the bidding process and authorize the Town Manager to enter a not to exceed contract amendment with Loureiro Engineering of \$9,500 for the preparation of a Completion of Investigation Report for the property at 55 Steele Boulevard, with the cost charged to the Municipal Brownfields Grant Account, as this is in the best interest of the Town.

**Attachments:**

1. Loureiro Proposal
2. Sufficiency of funds

**Prepared By:**

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

CE



May 5, 2025

**Town of Berlin**

240 Kensington Road  
Berlin, Connecticut 06037

Attn: Mr. Jim Mahoney

**RE: Proposal for completion of Investigation Documents**

Former Pioneer Precision Products Facility, 889 Farmington Avenue, Berlin, Connecticut

Dear Mr. Mahoney:

Loureiro Engineering Associates, Inc. ("LEA") is pleased to submit this proposal to the Town of Berlin ("Town") to prepare a Final Investigation Report and Completion of Investigation (COI) Transmittal Form certified by a Connecticut Licensed Environmental Professional for the above referenced Site. All investigations at the Site have been completed in accordance with the Connecticut Department of Energy and Environmental Protection (DEEP) Site Characterization Guidance Document and the three-dimensional extent of releases to soil and groundwater have been adequately characterized. The COI Report is required by DEEP at completion of investigation activities and must be submitted prior to a Final Verification of compliance with the Connecticut Remediation Standard Regulations.

The Final Investigation Report must document the full scope of investigations performed at the Site beginning with the Phase Environmental Site Assessment through final characterization of all identified releases. LEA proposes to complete the Final Investigation Report and COI Transmittal Form on a time and materials basis for a cost not to exceed **\$9,500** without prior authorization by the Town. The proposed fee is based on labor rates provided in our contract with the Connecticut Department of Administrative Services.

Our proposed fee represents the anticipated level of effort needed to complete the report and required exhibits. LEA anticipates submittal of a draft Final Investigation Report and COI Transmittal Form within six weeks of authorization to proceed. LEA will notify the Town in the event of unforeseen circumstances that could impact the anticipated level of effort and/or proposed schedule for completion of draft documents.

We look forward working with you on this project. Should you have any questions concerning this proposal, please feel free to contact me at (860) 410-2904.

**Loureiro Engineering Associates, Inc.**

100 Northwest Drive • Plainville, CT 06062 • 860.747.6181 • Fax 860.747.8822 • [www.Loureiro.com](http://www.Loureiro.com)

AN EMPLOYEE-OWNED COMPANY

Town of Berlin  
May 5, 2025  
Page 2 of 2



Sincerely,

**LOUREIRO ENGINEERING ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read "K. Bitjeman", is written over the printed name.

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



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 9-Jun-25

Purchase Item or Contract: <b>Economic Development</b>		Requested by: <b>J. Mahoney</b>	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1	Final Investigation Report and Completion of Investigation (COI)	\$9,500	\$9,500
TOTAL			\$9,500

Account No. 540.10.1017.0.53961.00000

Budgeted Amount..... \$498,884

Available balance..... \$21,541

Encumbrances to Date..... \$270,904

Amount Needed for This Package..... \$9,500

Expenditures to Date..... \$206,439

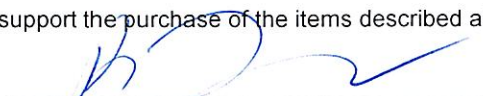
Available Balance After Purchase..... \$12,041

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 Town Accountant

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

\_\_\_\_\_  
Finance Director or Town Accountant

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

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

**FROM: Ryan Curley, Town Manager**

**DATE: June 4, 2025**

**SUBJECT: Opening Purchase Orders for Berlin-Peck Memorial Library, F/Y 2026**

**Summary of Agenda Item:**

The Berlin Peck Memorial Library belongs to the **Connecticut Library Consortium (CLC)**, based in Middletown. With over 1,000 members, CLC leverages its market power to negotiate deep discounts on essential library products such as books, media, databases and movie licensing. The \$903 we pay in annual dues saves us thousands of dollars each year.

The library is also one of 32 members in the **Library Connection, Inc. (LCI)**, a consortium that supplies and maintains our computerized library system. LCI also offers cooperative purchasing for member libraries, allowing for better negotiated pricing and group contracts on electronic resources, databases, supplies, equipment and subscriptions leading to significant cost savings. It also provides expanded access to shared library collections, resources, tech support, reporting and professional development opportunities.

Libraries nationwide have been experiencing recent fulfillment issues with Baker and Taylor. Therefore, we are requesting to use their competitor, Ingram, when titles are not readily available through Baker and Taylor. Both Baker and Taylor and Ingram are CLC participating vendors.

**Sufficiency of funds**

Account	Account Name	Vendor	Amount
001.25.2544.0.53201.00000	Supplies	Baker & Taylor and/or Ingram	\$3,200
001.25.2544.0.53201.00000	Supplies	Library Connection	\$500
Total			\$3,700
001.25.2544.0.53300.00000	Books	Baker & Taylor and/or Ingram	\$70,850
001.25.2544.0.53300.00000	Books	Library Connection	\$2,410
Total			\$73,260
001.25.2544.0.53302.00000	Databases	Library Connection	\$375
Total			\$375
001.25.2544.0.53304.00000	Data Services	Library Connection	\$34,000
Total			\$34,000
001.25.2544.0.53301.00000	Audio/Visual	Library Connection	\$31,000
Total			\$31,000

**Action Needed:**

Move to waive the Town's bidding procedures and approve issuing purchase orders for the 2026 fiscal year for the following vendors due to the library's participation in Connecticut Library Consortium and in the Library Connection, Inc. as the best discounts have already been provided. Both vendors have been approved for bidding waivers for at least the past seven fiscal years. This is in the best interest of the town.

- Supplies = \$3,200 Books = \$70,850 **Baker and Taylor Co. and/or Ingram** For adult, child and teen books – Total \$74,050
- Databases = \$375 Books = \$2,410 Supplies = \$500 Data Services = \$34,000 Audio/Visual = \$31,000 - **Library Connection, Inc.** – Total \$68,285

**Attachments:**

None

**Prepared By:**

Carrie Tyszka, Library Director







# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 4-Jun-25

Purchase Item or Contract: Audio / Visual		Requested by: Carrie Tyszka	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Library Connection	\$31,000.00	\$31,000.00
			\$0.00
	<b>FY25-26 Budget</b>		-
			-
			-
			-
<b>TOTAL</b>			\$31,000.00

Account No. 001.25.2544.53301.00000 Audio / Visual

Budgeted Amount.....	\$38,000.00	Available balance.....	\$38,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$31,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$7,000.00

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:

Deane C. Conway  
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



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 4-Jun-25

Purchase Item or Contract: Supplies		Requested by: Carrie Tyszka	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Baker & Taylor	\$3,200.00	\$3,200.00
1.00	Library Connection	\$500.00	\$500.00
FY25-26 Budget			-
			-
			-
			-
		<b>TOTAL</b>	<b>\$3,700.00</b>

Account No. 001.25.2544.0.53201.00000 Supplies

Budgeted Amount.....	\$14,000.00	Available balance.....	\$14,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$3,700.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$10,300.00

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



Purchase Item or Contract:		Books	Requested by: Carrie Tyszka	
QUANTITY	DESCRIPTION		PRICE PER UNIT	\$ AMOUNT
1.00	Baker & Taylor		\$70,850.00	\$70,850.00
1.00	Library Connection		\$2,410.00	\$2,410.00
	FY25-26 Budget			-
				-
				-
				-
Account No. 001.25.2544.0.53300.00000 Books			<b>TOTAL</b>	\$73,260.00

Budgeted Amount.....	<u>\$102,000.00</u>	Available balance.....	<u>\$102,000.00</u>
Encumbrances to Date.....	<u>\$0.00</u>	Amount Needed for This Package.....	<u>\$73,260.00</u>
Expenditures to Date.....	<u>\$0.00</u>	Available Balance After Purchase.....	<u>\$28,740.00</u>

Finance Director or Assist. Finance Director



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 4-Jun-25

Purchase Item or Contract: Databases		Requested by: Carrie Tyszka	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Library Connection	\$375.00	\$375.00
			\$0.00
	<b>FY25-26 Budget</b>		-
			-
			-
			-
<b>TOTAL</b>			<b>\$375.00</b>

Account No. 001.25.2544.0.53302.00000 Databases

Budgeted Amount.....	\$32,600.00	Available balance.....	\$32,600.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$375.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$32,225.00

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





# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE

4-Jun-25

Purchase Item or Contract: Data Services		Requested by: Carrie Tyszka	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Library Connection	\$34,000.00	\$34,000.00
			\$0.00
	<b>FY25-26 Budget</b>		-
			-
			-
			-
<b>TOTAL</b>			\$34,000.00

Account No. 001.25.2544.0.53304.0000 Data Services

Budgeted Amount.....	\$62,000.00	Available balance.....	\$62,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$34,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$28,000.00

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:

Deane C. Conway  
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. 4**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager

**DATE:** June 4, 2025

**SUBJECT:** Move to enter into an agreement and permitting with Water and Wetland LLC for the treatment of invasive species

**SUMMARY:**

The Berlin Parks and Grounds Department is requesting a waiver of the bidding process for Water & Wetland LLC to carry out the installation and removal of fountains at Veterans Park annually. This request also includes permitting and the treatment of several invasive species, such as water chestnut and coontail milfoil, in three waterways throughout the Town of Berlin.

The waiver is sought because Water & Wetland LLC has already obtained the necessary state permits and is familiar with the waterways and the conditions at Veterans Park. The funds for this project are available in the 2025/2026 budget, totaling \$30,000, allocated from two accounts: \$27,500 from account number 001.25.2545.0.53932.00000 and \$2,500 from account number 001.25.2545.0.53204.00000.

**FUNDING:**

- Waterways Treatment 001.25.2545.0.53932.00000 \$27,500
- Labor Services 001.25.2545.0.53204.00000 \$2,500

**ACTION NEEDED:**

Move to waive the Town's bidding procedure for Fiscal Year 2026 to Water & Wetland LLC, in the amount of \$30,000 for yearly service, installation, and removal of fountains at Veterans Park including permitting, and treatment of invasive species at several waterways throughout town as this is in the best interest for the town.

**ATTACHMENTS:**

- 1) Sufficiency of funds
- 2) Posted sign

**PREPARED BY:**

Steven T. Wood, Superintendent of Parks and Grounds

sw





# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 28-May-25

Purchase Item or Contract:		Requested by:	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Treat invasive species and install and remove fountains	\$30,000.00	\$30,000.00
			-
			-
			-
			-
			-
TOTAL			\$30,000.00

Account No. 001.25.2545.0.53932.00000- \$27,500

001.25.2545.0.53204.00000- \$2,500

Budgeted Amount..... \$27,500.00

Available balance..... \$27,500.00

Encumbrances to Date..... \$0.00

Amount Needed for This Package..... \$30,000.00

Expenditures to Date..... \$0.00

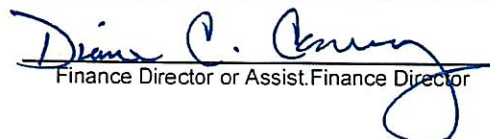
Available Balance After Purchase..... (\$2,500.00)

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

# **CAUTION**

## **PAPER GOODS POND TO BE TREATED WITH PESTICIDE ON MONDAY, JULY 11, 2022**

**Pesticide Name(s):** CLEARCAST  
CLIPPER

**Time To Be Treated: 8:00AM-3:00PM**

**CT DEEP PERMIT #:** AQUA-2021-470

**DO NOT USE THE WATER FOR THE FOLLOWING  
PURPOSE(S) UNTIL THE DATE NOTED BELOW:**

<b>DIRECT DRINKING AND COOKING</b>	<b>7/14/2022</b>
<b>BOATING, FISHING AND SWIMMING</b>	<b>7/12/2022</b>
<b>WATERING OF LIVESTOCK</b>	<b>7/12/2022</b>
<b>IRRIGATION</b>	<b>7/16/2022</b>

**FOR FURTHER INFORMATION, CONTACT:**



**Water & Wetland, LLC**  
**Upton, MA**  
**(888) 493-8526**  
**info@waterandwetland.com**

**THIS SIGN MUST REMAIN POSTED FOR 7 DAYS AFTER  
TREATMENT OR UNTIL THE LATEST DATE ISSUED ABOVE**

**Agenda Item No. 5**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager

**DATE:** May 23, 2025

**SUBJECT:** Public Works- Bristol Resource Recovery Facility Operating Committee (BRRFOC) Household Hazardous Waste Collection Agreement Renewal

**SUMMARY:**

As you are aware, the Town of Berlin has been an active member of the BRRFOC since the mid 1990's. Berlin's participation in this organization has allowed our residents to take advantage of the group's annual Household Hazardous Waste Collection drives that are held throughout the region on an on-going basis. The program is offered to Berlin residents at no charge. Public Works funds the program through its refuse and recycling account. Fees associated with the collections have varied in the past, ranging from \$50 to \$95 per vehicle, which has been dependent upon the number of residents utilizing the annual program. Last Fall's rate for the collection was assessed at \$60 per vehicle (totaling \$1,980.00 for Berlin residents). Please note that we have contracted with MXI Environmental Services, LLC since 2017. This contract is a renewal of the previously executed agreement originating back to 2013. This current contract is a one-year contract with automatic one-year extensions upon mutual agreement between BRRFOC and the vendor. Thus, Staff is requesting Council's approval to authorize the Town Manager to sign on behalf of the Town to allow a continuation of Berlin's use of the program.

**FUNDING:**

Funding is from the Public Works Refuse Disposal Account 001.20.2036.0.53823.00000.

**ACTION NEEDED:**

Move to authorize the Town Manager to execute an agreement with MXI Environmental Services, LLC for the collection, management, transportation, and proper disposal of household hazardous waste materials in coordination with the Bristol Resource Recovery Facility Operating Committee.

**ATTACHMENT:**

BRRFOC Household Hazardous Waste Contract

**PREPARED BY:**

James P. Horbal, Deputy Director of Public Works



**AGREEMENT**

**For The Collection, Management, Transportation and  
Proper Disposal of Household Hazardous Waste Materials**

**BETWEEN**

**The Bristol Resource Recovery Facility Operating Committee,  
and the Bristol Facility Policy Board**

**111 N. Main Street Bristol Ct 06010**

**AND**

**MXI Environmental Services LLC**

**June 2025**

## AGREEMENT

This Agreement for the Collection, Management, Transportation and Proper Disposal of Household Hazardous Waste Materials, as may from time to time be modified (the "Agreement"), is made as of this \_\_\_\_\_ day of June \_\_, 2025 between the Bristol Resource Recovery Facility Operating Committee, an operating committee formed pursuant to Section 22a-221 of the Connecticut General Statutes, located in the City of Bristol and State of Connecticut, hereinafter referred to as BRRFOC, and \_\_\_\_\_ (hereinafter "Contractor"), a corporation, partnership, or sole proprietorship with offices at \_\_\_\_\_.

### WITNESSETH THAT:

WHEREAS, BRRFOC seeks to assist its member communities in the environmentally sound processing and disposal of HHW; and

WHEREAS, Contractor represents that it is experienced, qualified, and properly licensed to provide services as described in this Agreement; and

WHEREAS, Contractor has signified a willingness to perform services for BRRFOC for the disposal of HHW; and

WHEREAS, Contractor represents all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in accordance with this Agreement;

NOW THEREFORE, in consideration of the above recitals, and the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties, intending to be legally bound, agree as follows:

**1.01 Definitions.** Each of the capitalized terms used in this Agreement, unless otherwise expressly defined in this Agreement, shall have the meanings set forth in this Section. Such meaning shall apply equally to all forms of such terms.

(a) "Collection Event" shall mean the occurrence of deliveries of Household Hazardous Waste (HHW) by residents to the Collection Site, at which Contractor accepts, consolidates and transports HHW delivered by the Contracting Communities.

(b) "Collection Site" shall mean the location at which a Collection Event is held.

(c) "Container" shall mean a leak-resistant transportable container or other hauling equipment, equipped with (i) a cover to prevent the escape of fugitive dust, spillage and rainwater infiltration and (ii) a door or gate seal to prevent leakage, which is suitable for the storage and transport of HHW, and which meets the requirements of local, state, and federal statutes, regulations, and executive orders for the transport of HHW.

(k) "Treatment, Storage, or Disposal Facility" or "TSDF" shall mean a site or sites licensed under applicable state and federal laws and regulations where Hazardous Waste generated by Contractor pursuant to this Agreement is treated, stored, recycled, incinerated, or disposed of on land.

(l) "Unacceptable Waste" shall include those items listed in Schedule B of this Agreement.

(m) "Universal Waste" shall mean those items managed under 40 CFR 273 and the Regulations of Connecticut State Agencies 22a-449(c)-113. "Universal Waste" means any of the following hazardous wastes: batteries (40 CFR 273.2), pesticides (40 CFR 273.3, thermostats (40 CFR 273.4), and used electronics (RCSA 22a-449(c)-113(b)).

(n) "Universal Waste Handler" shall mean a generator of Universal Waste, or the owner or operator of a facility that receives Universal Waste from other sources, accumulates Universal Waste, and sends Universal Waste to another Universal Waste handler, to a destination facility or to a foreign destination.

**2.01 Representations of Contractor.** Contractor represents that:

(a) Contractor is a corporation duly organized in good standing under the laws of the Commonwealth of Virginia, and is duly qualified to conduct business wherever necessary to perform its obligations under this Agreement.

(b) Contractor represents that it shall possess at all times during the performance of work under this Agreement:

- (i) A valid Environmental Protection Agency identification number for generation and transportation of Hazardous Waste and Universal Waste;
- (ii) A valid state transporter's license for transportation of Hazardous Waste and Universal Waste;
- (iii) A vehicle identification device for each vehicle used by Contractor to transport waste items from the Site, and vehicle identification shall be reviewed and provided to BRRFOC prior material leaving the Collection Site;
- (iv) Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier; and
- (v) All other state and federal permits and licenses necessary to legally transport Hazardous Waste and Universal Waste.

(c) Contractor has the full power, authority and legal right to enter into and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement by Contractor (i) have the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulation applicable to Contractor or any provisions of Contractor's charter or by-laws; and, (iii) do not (A) conflict with, (B) constitute a default under or (C) except as specifically created



hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of Contractor under any agreement or instrument to which Contractor is a party or by which Contractor or its assets may be bound or affected.

(d) This Agreement, which has been duly authorized, executed and delivered by Contractor, constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies.

(e) There is no litigation or proceeding pending or, to the knowledge of Contractor, threatened against or affecting Contractor which (i) challenges the validity of this Agreement, (ii) seeks to enjoin the performance by Contractor of its obligations under this Agreement, and (iii) if adversely determined, would materially adversely affect the financial condition of Contractor, or the ability of Contractor to perform its obligations under this Agreement.

(f) During the term of this Agreement, Contractor will immediately notify BRRFOC of the filing of any litigation or proceedings, or any action to enjoin Contractor from performing its obligations under this Agreement.

### **3.01 Contractor's Basic Obligations.**

(a) At a date and time to be specified in writing at least two weeks in advance of a planned Collection Event by BRRFOC, Contractor shall have present at the location specified for any Collection Event an employee or agent of Contractor (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulations.

(b) Contractor shall provide for the collection, management, transportation and proper disposal of HHW by conducting Collection Events at the locations, and on the dates listed in Schedule E. BRRFOC shall notify Contractor of cancellation of any Collection Event not less than thirty (30) days prior to its scheduled occurrence. BRRFOC may, at its sole discretion, add to the list of scheduled Collection Events and amend Schedule E accordingly, provided notification is made to Contractor at least sixty (60) days prior to the scheduling of a new Collection Event. Any notification of a Collection Event so added must occur within a BRRFOC community, utilizing the format substantially as found in Schedule E to identify the date, location, and other specific information about the planned Collection Event.

(c) Contractor shall prepare an Operations Manual as required by the General Permit, a copy of which shall be provided to BRRFOC upon award of a contract and following any substantive revisions to the General Permit. Provisions of the Operations Manual applicable to all of the Collection Events for services as described in this Agreement (but not including site specific information) shall be incorporated within this Agreement as Schedule F. In the event BRRFOC finds that the Operations Manual does not comply with any provision of this Agreement, notice shall be provided by BRRFOC via Certified Mail to Contractor not later than ten business days after receipt of the Manual. Any

deficiencies noted by BRRFOC in the Manual shall be remedied by Contractor at Contractor's expense, and a revised Operations Manual which corrects said deficiencies shall be submitted by Contractor to BRRFOC not later than five business days prior to the next scheduled Collection Event.

(d) Contractor shall perform its obligations so as to not interfere with any facet of Collection Site operations. Contractor shall comply with all applicable rules and regulations from time to time established by BRRFOC and the Contracting Communities concerning use of the Collection Site including, but not limited to those rules and regulations concerning traffic, parking, and schedule of hours.

(e) Contractor shall process HHW in a manner which reduces costs for disposal, and shall be responsible for proper bulking, commingling, and mixing of HHW to reduce transportation and disposal costs.

(f) Title to the HHW shall pass to Contractor when received from Resident by Contractor, and Contractor shall assume Generator status for the material.

(g) All Containers and vehicles containing Hazardous Waste shall be properly manifested in accordance with 40 CFR 262 by Contractor before exiting the Collection Site. A copy of each manifest shall be provided to BRRFOC.

(h) Contractor shall process and dispose of the HHW exclusively at state and federally licensed Treatment, Storage, and Disposal Facilities.

(i) During the Collection Event, Contractor shall keep secure and not remove or cause the removal of HHW from the Containers without first giving notice to BRRFOC.

(j) At the end of each Collection Event, BRRFOC and Contractor shall conduct an inventory and agree on the number, size, and content of all Containers in which Contractor has aggregated HHW, and which Contractor shall remove from the Collection Site. Contractor will provide to BRRFOC a written listing of this Container inventory prior to leaving the Collection Site.

(k) Contractor shall maintain the Containers and hauling vehicles at its sole expense in good working condition and, to the extent more stringent, in as good a condition as required by local, state and federal statutes, regulations, and executive orders. Contractor shall have a continuing obligation to protect against spillage or leakage from the Containers and shall clean up and be solely liable for any spillage or leakage from the Containers at all times during processing and removal of HHW from the Collection Site, transportation and delivery to any TSDF.

(l) Contractor shall pay for any and all disposal fees charged by any TSDF for all HHW disposed thereat on a direct payment basis, subject to the provisions of this Agreement.

(m) At all times during the term of this Agreement, Contractor shall (i) at its own expense, be duly licensed by all applicable licensing authorities to transport and dispose of the Hazardous Waste, (ii) in performing its obligations under this Agreement, comply with all applicable local, state and federal statutes, regulations, and executive orders from time to time enacted, adopted or promulgated by any

federal, state, or local governmental authority or agency thereof, and all applicable industry standards, (iii) notify BRRFOC immediately of any suit or complaint filed by any person or entity in a court of law having jurisdiction over any TSDF relating to Contractor's licenses or permits to process, transport, and dispose of Hazardous Waste, or relating to the licenses or permits of a third party under contract to Contractor for the processing and disposal of Hazardous Waste, and (iv) notify BRRFOC immediately of any action or threatened action by any regulatory agency having jurisdiction over any TSDF relating to Contractor's licenses or permits to process, transport, and dispose of Hazardous Waste, or relating to the licenses or permits of a third party under contract to Contractor for the treatment, storage, and disposal of Hazardous Waste.

### **3.02 Collection Events held within Contracting Communities.**

In addition to the provisions of 3.01 above, this section also applies to Collection Events in which the Contracting Communities provide the Collection Site:

(a) Contractor shall supply, at its own expense, equipment, Containers, hauling vehicles and personnel necessary for Contractor to process and dispose of HHW received at the Collection Site during a Collection Event. For security purposes, Contractor shall provide all such personnel who appear at the Collection Site with identification satisfactory to BRRFOC and the Contracting Communities and shall notify BRRFOC in advance of the identity of all such personnel.

(b) Contractor shall assume full responsibility for site preparation and for the condition and readiness of its equipment and personnel so as to operate the Collection Site during a Collection Event for the duration of the scheduled hours of operation.

(c) Contractor shall provide training of BRRFOC and Contracting Communities' personnel and volunteers to be present during the Collection Event, said training to be completed on the morning of and prior to the commencement of the Collection Event.

(d) Contractor shall provide Containers at locations on the Collection Site as directed by BRRFOC and/or Contracting Communities in the quantity sufficient to enable the loading of all HHW received during a particular Collection Event.

(e) Contractor shall remove its Containers, vehicles, equipment, Hazardous Waste, and Household Hazardous Waste from the Collection Site at the conclusion of the Collection Event.

### **3.03 BRRFOC's Basic Obligations.**

(a) BRRFOC shall ensure that Contractor is provided with the cooperation of Contracting Communities in connection with the scheduling and operation of Collection Events, and shall notify Contractor of the scheduling of a Collection Event not less than sixty (60) days prior to its occurrence.

(b) BRRFOC shall bear primary responsibility for: coordination of non-Contractor personnel, including BRRFOC and Contracting Communities' personnel, volunteers (if any), Police and Fire officials and equipment; local planning and zoning approvals or site permits (but not with respect to TSDF approvals); media relations; and notification and publicity addressed to Residents.

(c) BRRFOC and Contracting Communities shall be responsible for determining whether Residents or others are properly authorized to deliver HHW during a Collection Event. BRRFOC and the Contracting Communities shall be responsible for ensuring that unauthorized persons are not allowed on premises during a Collection Event.

(d) BRRFOC shall ensure that Contractor is provided with the cooperation of Contracting Communities in connection with gaining entry to the Collection Site as is necessary for Contractor to fulfill its obligations under this Agreement.

(e) BRRFOC warrants that it is in compliance with all applicable state and federal laws governing its activities under this Agreement.

**3.04 Composition of HHW.** BRRFOC does not warrant the quantity or composition of HHW that may be provided to Contractor from time to time pursuant to this Agreement.

#### **4.01 Rates.**

(a) BRRFOC agrees to pay Contractor for services under this agreement in accordance with the Schedule of Rates, attached hereto as Schedule C. BRRFOC shall pay Contractor for setup and the processing, transportation and disposal of HHW delivered to and accepted at the Collection Event, and said payment shall represent all fees due Contractor for services performed pursuant to this Agreement.

(b) BRRFOC shall not be responsible for paying for unauthorized delivery of waste.

#### **4.02 Billing.**

(a) Not later than 30 days following the disposal, incineration, or treatment of materials delivered to Contractor from any Collection Event, Contractor shall provide BRRFOC with a statement setting forth for such Collection Event: (i) The total number, by category, of barrels of HHW and the quantity of HHW which Contractor received, processed, transported and disposed of at TSDF using manifests filed in accordance with 40 CFR 262; (ii) all receipts, identifying each delivery by date, time, and vehicle number, from the TSDF reflecting such disposal or treatment; and (iii) an invoice based on the quantity of material referenced in Sections 4.01(i) and 4.01(ii) for the amount to be paid by BRRFOC to Contractor in accordance with Schedule C of this Agreement.

(b) BRRFOC shall pay to Contractor the amount due and owing on or before the thirtieth day following the receipt of such statement.

## **5.01 Insurance.**

(a) Contractor shall obtain and maintain at its expense the following insurance coverages from insurers who are: (i) licensed in the State of Connecticut, (ii) licensed in the state where the TSDF is located, and (iii) who have a Best's rating of B+ or better.

(b) The following coverage shall be required: (i) worker's compensation insurance as required by law; (ii) employer's liability insurance having a minimum limit of liability of \$2,000,000 per occurrence; (iii) commercial general liability primary insurance, with a broad form endorsement including personal injury and blanket liability coverage having a minimum combined single limit of liability of \$5,000,000 per occurrence and not less than \$5,000,000 aggregate; (iv) comprehensive automobile liability primary insurance applicable to all owned, hired and non-owned vehicles including coverage for loading and transporting hazardous materials having a minimum combined single limit of liability of \$5,000,000 per occurrence including MCS-90 endorsement; (v) if applicable, professional liability insurance having a minimum limit of liability of \$1,000,000 per occurrence; (vi) property insurance covering all Contractor's equipment used in connection with this Agreement, other than incidental tools and equipment; (vii) umbrella policy/excess liability insurance having a minimum limit of \$10,000,000 per occurrence and not less than \$10,000,000 aggregate; (viii) and pollution liability insurance having a minimum limit of liability of not less than \$10,000,000, extending to all phases of Contractor's performance under the Agreement.

(c) No individual insurance coverage shall have a deductible in excess of \$500,000 without the prior express written consent of BRRFOC's authorized Rep., provided the deductible is supported by one or more collateral instruments in excess of the deductible. In the event of cancellation of, or amendment to the collateral applied towards any deductible applicable to Contractor's policies under this Agreement, BRRFOC shall be notified of such cancellation or amendment by certified or registered mail. Each policy obtained pursuant to subsection (b)(iii) and (iv) above shall designate BRRFOC and each of the Contracting Communities as additional insureds, shall be primary to any insurance coverages maintained by or on behalf of BRRFOC and the Contracting Communities which is written to apply in excess of these coverages. Contractor waives any claim for recovery from BRRFOC and Contracting Communities for any injury, loss or damage to Contractor arising out of the performance of this Agreement, to the extent compensation for such injury, loss or damage shall have been recovered under any insurance policy, except where actual injury, loss or damage giving rise to the claim is determined to result directly and substantially from BRRFOC's negligent act or acts. Contractor shall furnish BRRFOC at the time this Agreement is executed with certificates of insurance evidencing the required insurance coverages. Within 48 hours of the occurrence of any injury, loss or damage arising out of the performance of this Agreement, written notice shall be given by Contractor to BRRFOC's authorized Rep.. Contractor shall furnish within fifteen (15) days of commencing this Agreement a certificate of each insurance policy or policies, which certificates shall include a representation that a contract for Contractor's insurance cannot be cancelled or amended by the insurer not less than thirty (30) days after BRRFOC has received written notice of cancellation or amendment by certified or registered mail, and a representation that the insurer will notify BRRFOC immediately of any lapse in coverage and also attach a true copy of each policy referred to in the certificate.

(d) Contractor shall provide a true copy of each policy referred to in the certificate upon BRRFOC's written request, or otherwise make such policies available for inspection by BRRFOC or its designated agent at a mutually convenient time and location.

(e) All insurance shall be carried in a company or companies authorized to do business in the State of Connecticut, or, if issued by out of state companies, the certificates of insurance and bonds must be issued through and countersigned by a licensed, registered agent of the State of Connecticut as required by Section 38-31 of the General Statutes.

**5.02 Performance Bond.** Contractor shall furnish within seven (7) days of commencing this Agreement a Performance Bond in the manner and form specified and attached hereto as Schedule D.

**5.03 Responsibility for Waste.** Pursuant to Section 22a-134o of the Connecticut General Statutes, Contractor shall be licensed under Section-22a-454, and (i) upon receipt of hazardous waste, shall be liable for any violation of a federal or state statute concerning the generation, transportation or disposal of hazardous waste, and (ii) this Agreement shall identify Contractor as the generator of any hazardous waste generated.

**5.04 Indemnity.** Contractor shall hold harmless and indemnify BRRFOC, its employees, agents, and officers, and the Contracting Communities, and their employees, agents, and officers from and against any expense, loss, claim or liability whatsoever, including attorneys' fees, and shall defend BRRFOC and Contracting Communities in any proceeding, including appeals, for injury to any person, or loss or damage to any property to the extent arising out of: (a) the negligence or wrongful misconduct of Contractor, its directors or partners (as applicable), employees, other agents or subcontractors of any tier; (b) the failure by Contractor, its directors or partners (as applicable), officers, employees, other agents or subcontractors of any tier to comply with applicable law; (c) the performance or non-performance of Contractor's obligations under this Agreement, or the performance or non-performance of any operator (and its directors or partners, officers, employees, other agents or subcontractors of any tier) of any TSDF; (d) the failure of (i) any employee, subcontractors of any tier or other agent of Contractor performing under this Agreement to be sufficiently skilled or licensed to properly perform the tasks assigned to such person or (ii) the hauling vehicles or Containers to be suitable for the purposes intended; or (e) any breach by Contractor of any representation or warranty made in this Agreement. Contractor is not required to hold harmless or indemnify BRRFOC and Contracting Communities for any cost, expense, loss, claim or liability to the extent caused by negligence or wrongful misconduct on the part of BRRFOC or Contracting Communities.

**5.05 Survival of Obligations.** Contractor's obligations pursuant to Sections 5.01, 5.02, 5.03, and 5.04 shall survive expiration or earlier termination of this Agreement until satisfied by Contractor or waived by BRRFOC.

**6.01 Term.** Unless earlier terminated pursuant to Section 6.02, this Agreement shall become effective on July 1, 2017, and shall continue in effect until June 30, \_\_\_\_ (the Initial Term). BRRFOC and Contractor may extend the term of this Agreement for an additional two years by mutual agreement. Not later than ninety (90) days prior to the end of the Initial Term of this Agreement, Contractor shall submit a cost proposal in the format of Schedule C. Based on this cost proposal,



BRRFOC and Contractor shall meet and attempt to negotiate a revised Schedule C for up to two years. If BRRFOC and Contractor cannot agree on the revised Schedule C, the Agreement shall terminate at the end of the Initial Term.

**6.02 Termination.** Either party may earlier terminate this Agreement, upon ninety (90) days prior written notice to the other, for convenience or cause, provided that such termination shall be without prejudice to any other remedy the party may have. Upon termination for convenience, Contractor shall be paid in accordance with Section 4.01 and 4.02 for the Services performed to the date of termination, plus services determined by BRRFOC to be reasonably necessary for an orderly closing out of the services by Contractor. If Contractor is terminated for cause, BRRFOC shall be entitled to complete the services or cause them to be completed, and to secure said services via (i) proceeds from the Performance Bond, attached hereto as Schedule D, (ii) adjustment to the amount owed Contractor for services requested and performed in an amount equal to the cost to BRRFOC of completing the services, and (iii) any other remedies available to BRRFOC for damages resulting from Contractor's failure to perform hereunder. If the adjustments due under subsection 6.02 (ii) and (iii) result in a net amount owing to BRRFOC, Contractor shall promptly remit such amounts to BRRFOC.

**6.03 Effect of Expiration or Termination.** Any obligation for the payment of money, indemnity or otherwise, which shall have arisen from the conduct of the Parties pursuant to this Agreement shall survive expiration or earlier termination of this Agreement and shall remain in full force and effect until satisfied by Contractor or waived by BRRFOC.

**6.04 Excuse of Performance.** BRRFOC's obligation to deliver and Contractor's obligation to accept for servicing any waste pursuant to this Agreement may be suspended by either party in the event of: Act of God, war, riot, fire, explosion, flood, sabotage, breakage or failure of machinery or apparatus, or national defense requirements.

**7.01 Relationship of the Parties; Beneficiaries.** This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship between the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as provided for in this Agreement.

**7.02 Assignment.** This Agreement shall not be assigned by Contractor without the prior express written consent of BRRFOC. A permitted assignment shall neither be effective nor relieve Contractor of its obligations under this Agreement unless this Agreement shall have been assumed by the assignee.

**7.03 Notices.** Any notices or communications required or permitted under this Agreement shall be in writing and either delivered in person, transmitted by telecopy followed by a mailed confirmation copy or sent by certified or registered mail, return receipt requested, postage prepaid, at the addresses of the Parties set forth below.

incorporated by reference; provided that in the event of any conflict between the text of this Agreement and such schedules, the text of this Agreement shall govern.

**7.07 Severability.** If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the parties shall make good faith efforts to modify this Agreement to implement the intent of the parties embodied in this Agreement. Any resulting modification and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**7.08 Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

**7.09 Compliance With Laws.** Contractor shall comply with all local, state, and federal statutes, regulations, and executive orders applicable to this Agreement, including all applicable health and safety, non-discrimination, affirmative action and minority business opportunity laws, and all applicable industry codes, specifications and standards.

**7.10 Publicity and Property Rights.** Contractor shall not advertise or otherwise use its contact with BRRFOC and Contracting Communities hereunder in any public disclosure without the prior written consent of BRRFOC. Such disclosure shall include, without limitation, issuing brochures, listing references, placing advertisements and making any announcement or releasing any information concerning the existence or content of this Agreement, the Services or any facility or site of Contracting Communities to any third party. Contractor shall not permit any photographing, filming, taping or other audio or visual recording at, or allow any person to enter, the Collection Site unless prior express written consent is obtained from the authorized representative of BRRFOC. This section shall survive the expiration or earlier termination of this Agreement.

**7.11 Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be original.

**7.12 Disclosure of Financial Information.** Upon written request by BRRFOC, Contractor shall provide such financial information which BRRFOC may reasonably request in order to determine the financial ability of Contractor to continue performance of its obligations under this Agreement.

**7.13 Contracts with Third Parties.** Contractor shall provide BRRFOC with copies of any Amendments, Supplemental Agreements, or other modifications or revisions to any agreement, promptly upon execution thereof, which Contractor has with a third party for the treatment, storage, and disposal of HHW delivered by BRRFOC pursuant to this Agreement.

**7.14 Reliance.** Contractor hereby waives any claim, and acknowledges that it shall have no claim hereunder, including but not limited to claims based upon a theory of detrimental reliance, as against BRRFOC or any other person in the event BRRFOC elects not to deliver HHW to Contractor for any reason whatsoever.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date of this Agreement.

BRISTOL RESOURCE RECOVERY FACILITY OPERATING COMMITTEE  
and the BRISTOL FACILITY POLICY BOARD

By: Ken Vallera  
Title: Executive Director

TOWN OF BERLIN, CONNECTICUT

By: \_\_\_\_\_  
Its Town Manager, Duly Authorized

CITY OF BRISTOL, CONNECTICUT

By: \_\_\_\_\_  
Its Mayor, Duly Authorized

By: \_\_\_\_\_  
Agent of the Board of Finance

TOWN OF BURLINGTON, CONNECTICUT

By: \_\_\_\_\_  
First Selectman, Duly Authorized

CITY OF NEW BRITAIN, CONNECTICUT

By: \_\_\_\_\_  
Mayor, Duly Authorized

TOWN OF PLAINVILLE, CONNECTICUT

By: \_\_\_\_\_  
Town Manager, Duly Authorized

TOWN OF PLYMOUTH, CONNECTICUT

By: \_\_\_\_\_  
Mayor, Duly Authorized

TOWN OF PROSPECT, CONNECTICUT

By: \_\_\_\_\_  
Mayor, Duly Authorized

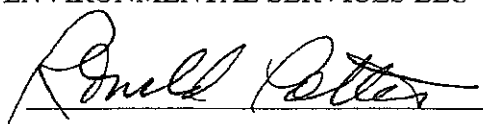
TOWN OF SOUTHTON, CONNECTICUT

By: \_\_\_\_\_  
Town Manager, Duly Authorized

TOWN OF WOLCOTT, CONNECTICUT

By: \_\_\_\_\_  
Mayor, Duly Authorized

MXI ENVIRONMENTAL SERVICES LLC

By: 

Title: Managing Member

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

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

**FROM:** Ryan Curley, Town Manager

**DATE:** June 10, 2025

**SUBJECT:** Project Authorization Letter with Connecticut Department of Transportation

**SUMMARY:**

Per the attached letter and plan from the Connecticut Department of Transportation (DOT), the DOT will be replacing the existing traffic control signals at the intersection of Route 71 (Chamberlain Highway) and Route 364 (Southington Road). This will include the replacement of existing traffic control signal equipment with new equipment, and construction of sidewalk and sidewalk ramps to meet current DOT standards. Upon completion of the Project, the Municipality shall assume responsibility for all maintenance, repairs, and rehabilitation of the sidewalks and sidewalk ramps (including snow and ice removal), in accordance with a Master Municipal Agreement for Construction Projects with the Town dated April 15, 2024. The State will continue to be responsible for the State-owned traffic control signals at this intersection. The DOT is requesting that the Town sign the Project Authorization letter to indicate concurrence and recognition of this ongoing maintenance responsibility. Note that the DOT is responsible for administration of this construction project, which will not require Town funding. Staff seek authorization for the Town Manager to sign the enclosed Project Authorization Letter.

**FUNDING:**

None required.

**ACTION NEEDED:**

Move to authorize the Town Manager to sign the Project Authorization Letter for the Connecticut Department of Transportation for the Installation and Revision of Traffic Control Signals at the intersection of State Highway Route 71 (Chamberlain Highway) and Route 364 (Southington Road).

**ATTACHMENTS:**

- 1) Project Authorization Letter
- 2) Traffic Control Signal Plan

**PREPARED BY:**

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

*MSA*



May 30, 2025



The Honorable Mark Kaczynski  
Mayor  
Berlin Town Hall  
240 Kensington Rd  
Berlin, CT 06037  
[mkaczynski@berlinct.gov](mailto:mkaczynski@berlinct.gov)

Dear Mayor Mark Kaczynski:

Subject: **Project Authorization Letter**  
Speed Limit Signs on Local Rural Roads  
State Project No. 0170-3756  
Federal-Aid Project No. 000T(491)  
UEI No. DJ7KJSP81Z44  
Master Agreement No. 10.25-09(23)  
CORE ID No. 24DOT0141AA  
Various Towns in Districts 1 & 2  
Town of Berlin

On April 15, 2024, the State of Connecticut, Department of Transportation (DOT) and the Town of Berlin (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. Except for the term "Construction Project," the capitalized terms used in this PAL are the same as those used in the Master Agreement. The DOT and the Municipality agree that "Construction Project," as referred to in this PAL, means the construction phase activities undertaken by the DOT to construct improvements on municipally-owned and/or municipally-maintained facilities.

The DOT is responsible for the Administration of the Construction Project noted above.

The Construction Project is to replace existing Speed Limit signs, including School Zone Speed Limit signs, on local rural roads that have a speed limit zone approved by the Office of the State Traffic Administrator (OSTA) with new signs in kind. Upon completion of the Construction Project, the Municipality shall assume full responsibility for all maintenance, repairs, and replacement of the signs and other applicable items constructed within the project limits.

Funding for the Construction Project is provided under the Federal Highway Safety Improvement Program with a Federal and State funding split of ninety percent (90%) and ten percent (10%), respectively.

Please indicate your concurrence with the PAL by signing below on or before June 20, 2025, and returning a copy to the Project Manager listed below at the letterhead address. By signing below, the Municipality agrees to assume full responsibility for the maintenance of the Speed Limit signs, as described above. Submission of the Written Acknowledgement of the PAL by hard copy,

2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131-7546  
860-594-2000

**CT.GOV/DOT**



The Honorable Mark Kaczynski

-2-

May 30, 2025

facsimile, or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. Please retain a copy of this signed PAL for your records.

If you have any questions, please contact the Project Manager, Balazs Szoke, at (860) 594-2745 or [Balazs.Szoke@ct.gov](mailto:Balazs.Szoke@ct.gov).

Very truly yours,

Signed by:

*Mark F. Carlino*

4A13778C34334C9...

Mark F. Carlino, P.E.

Engineering Administrator

Bureau of Engineering and Construction

Concurred By \_\_\_\_\_ Date \_\_\_\_\_  
The Honorable Mark Kaczynski  
Mayor

cc: Ryan Curley, Town Manager, [rcurley@berlinct.gov](mailto:rcurley@berlinct.gov)  
Tom Bobok, Traffic Officer, [tbobok@berlinpd.org](mailto:tbobok@berlinpd.org)  
Mike Ahern, Town Engineer/Public Works Director, [mahern@berlinct.gov](mailto:mahern@berlinct.gov)  
Christi Sullivan, Administrative Assistant, [csullivan@berlinct.gov](mailto:csullivan@berlinct.gov)



MOVEMENT DIAGRAM									
NTOR	PHASE 1			PHASE 2			PHASE 3		
NONE									
	FLASH	GRN	CL	CL	GRN	CL	CL	GRN	CL
1	Y	←	←	←	Y	←	←	Y	←
2	Y	←	←	←	Y	←	←	Y	←
3	Y	←	←	←	Y	←	←	Y	←
4	Y	←	←	←	Y	←	←	Y	←
P2/P2A	OFF	←	←	←	OFF	←	←	OFF	←
P4/P4A	OFF	←	←	←	OFF	←	←	OFF	←
P4B	OFF	←	←	←	OFF	←	←	OFF	←
S2	OFF	←	←	←	OFF	←	←	OFF	←
S4	OFF	←	←	←	OFF	←	←	OFF	←
MIN GRN	5				15				
WALK					7				
PED CLR	1.5				2.5				
VEH EXT	8				45				
MAX 1	8				45				
MAX 2	8				45				
YELLOW	3.0				4.5				
RED					1.3				
ADD INIT					23				
MAX INIT									
TRR									
TR									
MIN GAP					2.5				
MODE	NON-LOCK				MIN RECALL				
INIT START	THIS PHASE				OFF				

DETECTORS		SYSTEM LOC		COORDINATION TYPE		PROGRAM		OFFSET	
IDENT	SIZE (WxH)	TYPE	MODE	MASTER	FUNCTION	TIME	DAYS	CYCLE	SEC
D1	6' X 40'	VIDEO 360	PRESENCE		FLASH	NONE			
D2	6' X 128'	RADAR	PRESENCE		MAX 1	ALL TIMES			
D2A	6' X 128'	RADAR	PRESENCE		MAX 2	FUTURE			
D4	6' X 40'	VIDEO 360	PRESENCE						
D4A	SEE PLAN	VIDEO 360	8" DELAY						
SD2	9' X 40'	VIDEO 360	PRESENCE						

## SIGN LEGEND

- (A) REPLACE 31-1536
- (B) REPLACE 31-1119 AND INSTALL 31-5003
- (C) REPLACE 31-1177 & 31-1188
- (D) REMOVE 31-1123
- (E) INSTALL 31-0290
- (F) INSTALL 31-1626

## ILLUMINATION LEGEND

- LIGHT STANDARD WITH TRANSFORMER BASE, LED LUMINAIRE - 12K LUMEN, TYPE III DIST., MULTI-VOLT, FULL-CUTOFF, 30' MOUNTING HEIGHT (U.O.N.)
- LED LUMINAIRE - 12K LUMEN, TYPE III DIST., MULTI-VOLT, FULL-CUTOFF, 30' MOUNTING HEIGHT (U.O.N.)

## NOTES

- STATE TO MAINTAIN ALL SIGNS AND PAVEMENT MARKINGS ON ROUTE 71, ROUTE 364 AND ALL STOP BARS.
- ALL CROSSWALKS ARE BAR TYPE
- (W) INSTALL 30" X 30" HANDHOLE, ALL OTHERS TYPE II.

## MAST ARM INFORMATION

ID #	APPROX. ARM ATTACHMENT HEIGHT	ARM LENGTH	RADAR DETECTOR MOUNT	VERTICAL RISER FOR 360 DEGREE CAMERA	YEAR INSTALLED	GPS COORDINATES NORTHING EASTING	MAST ARM BEARING	BRACKET ARM LENGTH	LUMINAIRE MOUNTING HEIGHT	BEARING ANGLE
007-242-A	*	40'	2-3'	10'		780392.13 987121.54	S85°46'57.6"W	15'	30'	N10°55'27.2"E
007-242-B	*	25'				780355.19 987114.70	S11°48'49.8"W			

\* TO BE CALCULATED BASED ON FIELD CONDITIONS

## LUMINAIRE INFORMATION

ID #	APPROX. ARM ATTACHMENT HEIGHT	ARM LENGTH	RADAR DETECTOR MOUNT	VERTICAL RISER FOR 360 DEGREE CAMERA	YEAR INSTALLED	GPS COORDINATES NORTHING EASTING	MAST ARM BEARING	BRACKET ARM LENGTH	LUMINAIRE MOUNTING HEIGHT	BEARING ANGLE
007-242-A	*	40'	2-3'	10'		780392.13 987121.54	S85°46'57.6"W	15'	30'	N10°55'27.2"E
007-242-B	*	25'				780355.19 987114.70	S11°48'49.8"W			

ELECTRICAL CALLOUTS FOR MAST ARM NOT TO SCALE

ELECTRICAL CALLOUTS FOR MAST ARM NOT TO SCALE

SCALE: 1" = 40'

LEGEND	FL	FLASHING	RED	RED ARROW	YELLOW	YELLOW ARROW	GREEN	GREEN ARROW	WALK	WALK/PEDESTAL	VC	VIDEO CAMERA CABLE	RC	RADAR CABLE
PROPOSED SUPPORT STRUCTURE	EXISTING STEEL SPAN POLE	EXISTING RMC	EXISTING UTILITY POLE	EXISTING WOOD SPAN POLE	PROPOSED HANDHOLE	EXISTING HANDHOLE	PROPOSED CONTROLLER	EXISTING CONTROLLER	AUXILIARY EQUIPMENT CABINET	OPTICAL DETECTOR	IF VIDEO DETECTOR	RADAR DETECTOR	DETECTION ZONE	LOOP DETECTOR
PEDESTAL MOUNTING	PEDESTAL MOUNTED RFB	PEDESTAL MOUNTED SIGN	DIRECTIONAL ARM FOR PUSH BUTTON	PEDESTAL SIGNAL FACE	TRAFFIC SIGNAL FACE	IF VIDEO DETECTOR	RADAR DETECTOR	DETECTION ZONE	LOOP DETECTOR	PEDESTAL MOUNTING	PEDESTAL MOUNTED RFB	PEDESTAL MOUNTED SIGN	DIRECTIONAL ARM FOR PUSH BUTTON	PEDESTAL SIGNAL FACE



CONNECTICUT DEPARTMENT OF TRANSPORTATION

ROUTE 71 (CHAMBERLAIN HWY) AT ROUTE 364 (SOUTHINGTON RD)  
TOWN(S): BERLIN

## CONSTRUCTION NOTES

- ALL TRAFFIC SIGNAL EQUIPMENT IS NEW
- STATE FORCES TO STAKE ALL R.O.W. PRIOR TO EXCAVATION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- ANY PROPOSED REVISION TO THE LOCATION OF THE APPURTENANCES SHOWN ON THE PLAN MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE DIVISION OF TRAFFIC ENGINEERING PRIOR TO INSTALLATION.
- THE LOCATION OF TRAFFIC SIGNAL FOUNDATIONS WHEN IN OR ADJACENT TO SIDEWALKS SHALL BE VERIFIED PRIOR TO INSTALLATION TO PROVIDE A CLEAR PATH OF NOT LESS THAN 4 FEET. IF A MINIMUM 4 FOOT FREE PATH IS NOT AVAILABLE, NOTIFY THE ENGINEER AND CONTACT THE DIVISION OF TRAFFIC ENGINEERING.
- TRIM TREE BRANCHES/VEGETATION AS NEEDED OR AS DIRECTED BY THE ENGINEER TO INSTALL MAST ARM #007-242B. THIS WORK TO BE PAID UNDER ITEM #00952001A SELECTIVE CLEARING AND THINNING.
- REMOVE ALL ABANDONED TRAFFIC SIGNAL EQUIPMENT PER SPECIAL PROVISIONS.
- INSTALL 30" X 30" HANDHOLE, ALL OTHERS ARE TYPE II UNLESS OTHERWISE NOTED.
- COORDINATE WITH UTILITY COMPANY REPRESENTATIVES LISTED IN THE SPECIAL PROVISIONS, 1.07, LEGAL RELATIONS AND RESPONSIBILITIES.
- INSTALL RISER ON CL&P #58233, UTILITY POLE
- INSTALL SERVICE DISCONNECT PER EVERSOURCE REQUIREMENTS. WORK TO BE PAID UNDER ITEM #1017109A SERVICE DISCONNECT SWITCH.
- COORDINATE AND SCHEDULE THE FOLLOWING WORK BY EVERSOURCE
  - CONVERT THE GUY WIRE FOR EVER #58232 UTILITY POLE TO SIDEWALK TYPE ANCHOR.
- CONSTRUCT TYPE 7 SIDEWALK RAMP PER GUIDE SHEETS
- CONSTRUCT TYPE 8 SIDEWALK RAMP PER GUIDE SHEETS
- CONSTRUCT TYPE 16 SIDEWALK RAMP PER GUIDE SHEETS
- CONSTRUCT TYPE 13 SIDEWALK RAMP PER GUIDE SHEETS
- INSTALL PEDESTAL FOUNDATIONS ADJACENT TO LANDING AREA
- INSTALL EXTENSION BRACKETS FOR PEDESTAL PUSH-BUTTON(S) TO BE MOUNTED ON LIGHT STANDARD

## DETECTION NOTES

DETECTOR LOCATIONS ARE FOR ILLUSTRATION ONLY. EXACT LOCATIONS SHALL BE DETERMINED BY THE MANUFACTURER OR THEIR DESIGNATED REPRESENTATIVE. DETECTOR CABLES ARE TO BE INSTALLED CONTINUOUS BETWEEN EACH DETECTOR AND THE CONTROLLER CABINET.

## MAST ARM ASSEMBLY NOTES

CONTRACTOR TO VERIFY ALL MAST ARM INFORMATION INCLUDING CROSS SECTIONS AND DIMENSIONS, BASED ON FIELD SURVEY, PRIOR TO SUBMISSION OF WORKING DRAWINGS

MAST ARM ASSEMBLY TO HAVE MINIMUM CLEARANCE OF 24' FROM OVERHEAD COMMUNICATION CABLES

## PAVEMENT MARKING NOTES

REPAINT ALL STOP BARS.

INSTALL NEW CROSSWALKS ON ROUTE 364 (WEST LEG) AND ROUTE 71 AS SHOWN

REPAINT DOUBLE YELLOW DOTTED EXTENSION LINE ACROSS THE INTERSECTION

ROUTE 364 WEST LEG: REPAINT 25 FT OF WHITE LANE LINE. INSTALL LEFT-TURN AND RIGHT-TURN ARROWS AS SHOWN

## ILLUMINATION NOTES

- INSTALL 20A CIRCUIT BREAKER IN CONTROLLER CABINET FOR ILLUMINATION.
- INSTALL LIGHT STANDARD (15' BRACKET, 30' MOUNTING HEIGHT) ALUMINUM. REFER TO ITEM #1003206 FOR MORE INFO. 15' BRACKET ARM SHALL BE INSTALLED AIMED TOWARD CROSSWALK.
- INSTALL LUMINAIRE WITH 15' BRACKET ARM MOUNTED ON COMBINATION MAST ARM ASSEMBLY. REFER TO COMBINATION MAST ARM DETAILS
- REMOVE EXISTING LUMINAIRE MOUNTED ON UTILITY POLE EVER #58232. PAID FOR UNDER ITEM #150006A

2023 TRAFFIC COUNTS  
A.M. PEAK HOUR (P.M. PEAK HOUR)

24 (39)  
292 (276)  
83 (240)  
209 (356)

TRAFFIC	DATE	ELECTRICAL	DATE	REV # 8	INTERSECTION # 007-242
ENGINEER					
DRAWN BY					
CHECKED BY					
SUBMITTED BY					
APPROVED BY					
APPROVED DATE					

TRAFFIC CONTROL SIGNAL PLAN

PROJECT NO. 0171-0493

DRAWING NO. TCS-01  
SHEET NO. 03.02



Agenda Item No. 7  
Request for Town Council Action

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

**FROM:** Ryan Curley, Town Manager

**DATE:** June 9, 2025

**SUBJECT:** Move to waive the Town's purchasing policy to purchase Four 2025 Dodge Chrysler Voyager vans from Roberts Dodge of Meriden, CT to be used by the Berlin Board of Education for student transportation.

**Summary of Agenda Item:**

The Berlin Board of Education (BOE) received funding from surplus funds for the purchase of student transportation vans. Kim Pethigal, Transportation Coordinator for the BOE and Jim Simons, Fleet Manager, worked together to purchase vans from various vendors. The vans that staff are requesting will be purchased from Roberts Dodge of Meriden CT.

Roberts Dodge currently has a contract with the Connecticut Department of Administrative Services #24PSX0110, but purchasing these vans outside of that contract would save the town a considerable amount of money due to incentives from the manufacturer. See itemized list below:

<i>Description</i>	<i>DAS Price</i>	<i>Discounts</i>	<i>TOB Cost</i>
2025 Chrysler Voyager LX	\$ 41,690	\$ 1,823	\$ 39,867
X4	\$ 166,760	\$ 7,292	\$ 159,468
Additional Savings not using DAS			\$ 7,292

**Funding:**

Account# 001.35.3561.0.54000.0001


**Action Needed:**

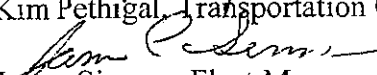
Move to waive the Town's purchasing policy to purchase four 2025 Chrysler Voyager LX vans for an amount not to exceed \$159,468 from Roberts Dodge of Meriden CT to be used by the Berlin Board of Education for student transportation, as this is in the best interest of the Town.

**Attachments:**

Certification of Sufficiency of Funds

**Prepared By:**

  
Kim Pethigal, Transportation Coordinator, BOE

  
James Simons, Fleet Manager



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 10-Jun-25

Purchase Item or Contract: <b>Schools</b>		Requested by: <b>J. Simons/K. Pethigal</b>	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
4	Four (4) New Schools Vans	\$39,867.00	\$159,468.00
TOTAL			\$159,468.00

Account No. 500.35.3561.0.54000.00001

Budgeted Amount..... \$178,037.80

Available balance..... \$162,429.80

Encumbrances to Date..... \$0.00

Amount Needed for This Package..... \$159,468.00

Expenditures to Date..... \$15,608.00

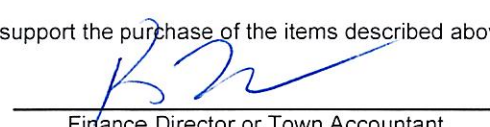
Available Balance After Purchase..... \$2,961.80

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 Town Accountant

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

\_\_\_\_\_  
Finance Director or Town Accountant

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

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

**FROM:** Ryan Curley, Town Manager

**DATE:** June 5, 2025

**SUBJECT:** Call a Town Meeting to approve a fiscal year 2025 non-budgeted appropriation of Berlin High School Renovate-as-New State Reimbursement to fund BHS moisture remediation efforts

**SUMMARY OF AGENDA ITEM:**

The Town of Berlin received \$2,638,480 in State reimbursement. As part of the FY26 budget process, the Town Council and Board of Finance appropriated \$2,473,732 of this reimbursement to fund capital projects and purchases in the Town Manager's FY26 budget submission. This leaves an unappropriated balance of \$164,748. This agenda item proposes to use this unappropriated balance to start temporary remediation and flooring repair efforts at Berlin High School during school year 2025-2026 (FY26) per the recommendations in the Wiss, Janney, Elstner Associates, Inc. report under the direction of the PBC. Two Flooring Contractors utilized by the Town (Bartholomew Contract Interiors of Hartford and McBride Wayside Carpet Co. of Newington) can perform phased repairs per the consultant's report and will be able to continue temporary repairs once the consultant confirms and identifies additional scope.

**FUNDING:**

Berlin High School Construction Project Fund (554.00.0000.0.10002.00000).

**ACTION NEEDED:**

Move to call a Town Meeting at 6:45 pm on Tuesday, July 8, 2025, to approve a fiscal year 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the BHS Moisture account in the Capital Non-Recurring Fund in the amount of \$164,748 to fund initial efforts to temporarily replace floor tiles at Berlin High School due to the slab on grade moisture issue. Move to utilize State Contract no. 20PSX0088 for Bartholomew Contract Interiors of Hartford, CT and McBride Wayside Carpet CO. of Newington, CT and issue purchase orders with increases as necessary for both contractors without exceeding the account balance depending on both contractors availability, for phased temporary flooring tile repairs related to the slab on grade moisture issues at Berlin High School pending approval by the Board of Finance.

**ATTACHMENTS:**

None

**PREPARED BY:**

Doug Solek, Facilities Director

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

**FROM: Ryan Curley, Town Manager**

**DATE: June 10, 2025**

**SUBJECT: Demolition of Caretaker's Home at no. 292 Deming Road**

**Summary of Agenda Item:**

The caretaker's home at no. 292 Deming Road has been unoccupied for close to two decades and was sighted to be added to the Towns blight list. Due to the current condition of the structure and the potential future use of the property, the demolition of the structure appears to be the most cost-effective solution. The demolition of the structure has been identified in previous budget requests but has been deferred. An environmental survey was conducted and associated remediation and demolition costs have been provided by On -Call and State Contractors. The total project budget is currently at \$63,000 without Contingency with funding available through FY25 year-end transfers pending Council and Board of Finance approvals.

**Funding:**

500.25.2541.0.53814.00000 (Pending Approval of Transfers)

**Action Needed:**

Move to approve the estimate from on-call contractor Earth Contractors of Kensington, CT for an amount not to exceed \$36,000 for the demolition and associated work of the caretaker's home at 292 Deming Road.

Move to utilize on-call contractor EnviroMed of Meriden, CT and State Contractor Haz Pros of West Hartford, CT for environmental and remediation work related to the demolition of the caretaker's home at no. 292 Deming Road per their proposals which are each below the \$25,000 Council approval threshold.

**Attachments:**

JTC Environmental Survey  
EnviroMed Proposal  
Haz Pros Proposal  
Earth Contractors Estimate

**Prepared By:**

Douglas Solek, Director of Facilities





February 21, 2025

Mr. Doug Solek  
Director of Facilities  
Town of Berlin  
11 Town Farm Lane  
Berlin, Connecticut 06037

**Re: Pre-Demolition Hazardous Materials Survey  
292 Deming Road  
Unit A  
Berlin, CT 06037**

Dear Mr. Solek:

John Turner Consulting, Inc. (JTC) is pleased to present the results of this pre-demolition hazardous materials survey conducted on February 6, at the above referenced location in Berlin, Connecticut.

JTC appreciates the opportunity to provide these services to you. If we can provide any additional environmental, occupational health, or safety-related services, please contact our office.

Sincerely,

**JOHN TURNER CONSULTING, INC.**

**Raymond Lavery**  
Operations Manager, Building Sciences





## **INTRODUCTION**

John Turner Consulting, Inc., (JTC) conducted a pre-demolition hazardous materials survey, of the single family residential building located at 229 Deming Road, Berlin, Connecticut. The field activities described in this report were performed in accordance with Federal and State regulatory agency requirements.

The site building is located at 229 Deming Road Berlin, CT. The building is a two-story single-family house with a basement. The building has been vacant for a period time and is planned to be demolished.

The interior of the subject property was constructed using drywall & joint compound walls, textured ceiling finish, multiple flooring materials including several linoleum floors and solid wood. Additional miscellaneous materials observed at the subject property included: various cove bases, ceramic tile grout, tar paper under the wood floor, fireplace brick mortar, basement block mortar, window glazing, flue cement, paper backing on fiberglass insulation, a skim coat on the foundation, asphalt shingles, and tar paper under the shingles, and tar paper under the exterior vinyl siding. The exterior of the subject property has two layers of siding, with a poured-concrete foundation. Multiple types of caulking were observed on the exterior. The roof was constructed using a pitched structure and protected with an asphalt shingle system. This inspection was performed prior to a planned demolition.

## **Project Objective**

JTC understands that the survey was requested to identify and quantify ACM, potentially impacted by demolition. JTC also collected samples for a Lead Toxicity Characteristic Leaching Procedure (TCLP), to characterize the waste stream created by the demolition. A copy of the Asbestos and TCLP results are provided in Appendix C.

## **Asbestos Survey**

The limited ACM survey was conducted by JTC representative Raymond Lavery, a CT licensed asbestos inspector. Copies of the inspector licenses are provided in Appendix C.

The pre-demolition ACM survey was conducted in general accordance with the sample collection protocols established in United State Environmental Protection Agency (USEPA) regulation 40 CFR 763; and New Hampshire Department of Environmental Services (NHDES), which defers to the Asbestos Hazard Emergency Response Act (AHERA) for asbestos sampling procedures. A summary of the asbestos survey activities is provided below.

In accordance with the Federal and State regulations, the materials present in the inaccessible areas must be assumed as ACM until access is provided and by additional sampling and laboratory analysis such materials can be proven non-asbestos containing.



### **Asbestos Sample Analysis**

JTC collected a total of fifty-four (54) asbestos bulk samples during the February 6, 2025, inspection. These samples were submitted to EMSL Analytical, Inc. (EMSL), located in Woburn, MA for analysis by Polarized Light Microscopy (PLM) with dispersion staining techniques using the USEPA Method for the Determination of Asbestos in Bulk Building Materials (600/R-93-116). The use of this method enables identification of the type and the percentage of asbestos in any given sample.

The detection limit of the PLM method for asbestos identification is typically one percent (1%) asbestos. The State of Connecticut defines asbestos as any material having 1% and greater asbestos content.

Confirmatory analysis using transmission electron microscopy (TEM) or EPA 600/R-93/116 Polarized Light Microscopy with 400 Point Count, for trace (less than 1 percent asbestos) non-friable samples results can be performed, at the request of the Client.

EMSL Analytical, Inc. is accredited under the National Voluntary Laboratory Accreditation Program. The percentage of asbestos, where present, was determined by a microscopic visual estimation.

### **Pre-Demolition Asbestos Survey**

Suspect ACM samples were collected from both the interior and exterior of the single-family home. The samples collected consisted of the following:

#### **Interior Building Materials:**

- Ceiling Texture (HA 1)
- Swirled Ceiling Texture (HA 2)
- Drywall (HA 3)
- Joint Compound (HA 4)
- Tar Paper under the Wood Floor (HA 5)
- Kitchen Linoleum (HA 6)
- First Floor Bathroom Linoleum (HA 7)
- 4" Biege Cove Base & associated Mastic (HA 8/9)
- Ceramic Bathroom Wall Tile – Grout & associated Adhesive (HA 10/11)
- First Floor Bathroom Linoleum (HA 12)
- Paper Backing on Fiberglass Insulation (HA 13)
- Fireplace Brick Mortar (HA 14)
- Block Mortar (HA 15)
- Flue Cement (HA 16)

#### **Exterior Building Materials:**

- Window Glazing (HA 17)
- Asphalt Roof Shingle (HA 18)
- Tar Paper under Roof Shingle (HA 19)
- Caulking at Chimney Flashing (HA 20)



- Roof Vent Caulking (HA 21)
- Tar Paper under Vinyl Siding (HA 22)
- Exterior Window Caulking (HA 23)
- Skim Coat on Foundation (HA 24)

### 3.1 Confirmed Asbestos Containing Materials (ACM)

Asbestos was identified in the joint compound within the drywall systems. With the materials composited and analyzed, the wall systems were found to be less than 1% asbestos containing.

EPA's 40 CFR Part 61 states that composite bulk samples are allowed to determine the total percent asbestos within a suspect material. Despite the allowance of composite sampling to determine asbestos percentage, OSHA suggests within 29 CFR 1926.1101 that composite sampling is not sufficient to prove potential asbestos fiber releases will be within safe worker conditions. Due to these regulations, it can be determined from composite sampling that the Joint Compound observed on site, does not need to be abated as a regulated-asbestos waste material within demolition and waste associated with the drywall and joint compound do not need to be disposed of as asbestos waste.

Confirmed asbestos containing materials are listed in the tables below:

**Table 1 -  
Confirmed ACM Results**

Sample Number	Sample Description	Percent Asbestos (%)	Location	Approximate Quantity
20A -B	Caulking at Chimney Flashing	10% Chrysotile	Roof	1 LF
21A -B	Roof Vent Caulking	10% Chrysotile	Roof	15 LF

The above materials are considered ACM by CT DPH, USEPA Regulations, and OSHA. As a result of such, appropriate removal and handling of the material is required including the best available technology which would include Tyvek suits, respirators, HEPA vacuums, etc.





**Table 2 -  
Confirmed Trace ACM Results**

Sample Number	Sample Description	Percent Asbestos (%)	Location
4A-C	Joint Compound	<1% Chrysotile (Composite Analysis) 0.25-0.5 % Chrysotile via Point Point on Composite Analysis	Throughout

While the above materials are not considered regulated asbestos by CT DPH and USEPA regarding disposal. OSHA regulations regarding worker protection still apply. As a result of such, appropriate removal and handling of the material is required including the best available technology which would include Tyvek suits, respirators, HEPA vacuums, etc. if work is performed inside the house prior to or during demolition.

The EPA recommends that all ACM be removed by a certified asbestos contractor prior to any renovation or demolition activities that may impact the material. In the absence of planned renovation/demolition activities, the EPA recommends that ACMs be managed in-place whenever asbestos is identified in a building. Any damaged asbestos materials should be removed, repaired, encapsulated, or enclosed.

Federal, state and local laws require building owners and/or their representatives, prior to any demolition and/or renovation operations which may disturb any asbestos-containing materials in their buildings, to meet the following requirements: Notifications, Removal techniques (such as wetting) for asbestos-containing materials, Clean-up procedures, Waste storage and disposal requirements.

The potential exists for additional suspect ACM to be exposed during demolition and/or renovation activities. Such materials should be sampled and analyzed for asbestos content prior to any renovation and/or demolition activities that could impact these materials.

A copy of the analytical results and chain-of-custody documentation are contained in Appendix A.

#### **Lead Toxicity Characteristic Leaching Procedure (TCLP)**

Lead TCLP samples were collected from the subject building and submitted to Pace Analytical, in Woburn, Ma for analysis. TCLP samples are composite samples that mimic the waste stream, and the results are used to determine if demolition materials can be disposed of as construction and demolition (C&D) waste or if the waste material is considered hazardous. The lead limit for TCLP is 5 mg/L. Test results of less than 5 mg/L indicate that waste can be disposed of as C&D waste while results of 5 mg/L



and higher need to be disposed of as hazardous waste. The TCLP sample results are located in Appendix B.

**TABLE 3 –  
TCLP Sample Results**

SAMPLE NUMBER	LOCATION	SAMPLE MATRIX	RESULTS (mg/L)
TCLP-1	229 Deming Road – Interior and Exterior	Building Materials	<0.10 mg/L

### **GENERAL COMMENTS**

The pre-demolition asbestos survey, was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this survey, are based on conditions observed during the limited survey. The information contained in this survey is relevant to the dates on which the survey was performed, and should not be relied upon to represent conditions later. This survey has been prepared on behalf of and exclusively for use by the Town of Berlin, for the specific application to the Project.

This pre demolition asbestos building materials survey is not a bidding document. Contractors or consultants reviewing this survey, must draw their own conclusions regarding further investigation or remediation deemed necessary. JTC does not guarantee the work of regulatory agencies, laboratories, or other third parties supplying information which may have been used in the preparation of this Survey. No warranty, express, or implied is made.

Prepared By:

**John Turner Consulting**

Ray Lavery

Operations Manager, Building Science Group

## **APPENDIX A**

### **Asbestos Laboratory Results and Chain of Custodies**





# EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801  
 Tel/Fax: (781) 933-8411 / (781) 933-8412  
<http://www.EMSL.com/bostonlab@emsl.com>

EMSL Order: 132500757

Customer ID: JHNT75

Customer PO:

Project ID:

**Attention:** Ray Lavery  
 John Turner Consulting  
 15 Rye Street  
 Suite 125  
 Portsmouth, NH 03801

**Project:** 292 Deming Road; Unit A; Berlin, CT

**Phone:** (603) 749-1841

**Fax:**

**Received Date:** 02/06/2025 11:05 AM

**Analysis Date:** 02/12/2025 - 02/13/2025

**Collected Date:** 02/06/2025

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1A 132500757-0001	Kitchen - Textured Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1B 132500757-0002	Front Room near Fireplace - Textured Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1C 132500757-0003	First Floor Bathroom - Textured Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1D 132500757-0004	2nd Floor Bedroom - Textured Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1E 132500757-0005	2nd Floor Bedroom - Textured Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2A 132500757-0006	2nd Floor Bathroom - Swirl Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2B 132500757-0007	2nd Floor Bathroom - Swirl Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2C 132500757-0008	2nd Floor Bathroom - Swirl Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3A 132500757-0009	Kitchen - Drywall	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
3B 132500757-0010	1st Floor Front Room - Drywall	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
3C 132500757-0011	2nd Floor Room - Drywall	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
4A 132500757-0012	Kitchen - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4B-Joint Compound 132500757-0013	1st Floor Front Room - Joint Compound	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
4B-Drywall/Joint Compound 132500757-0013A <i>This is a composite result of wallboard and joint compound</i>	1st Floor Front Room - DW/JC Composite	Brown/Tan/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	<1% Chrysotile
4C-Joint Compound 132500757-0014	2nd Floor Room - Joint Compound	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile

Report amended: 02/13/2025 14:43:30 Replaces initial report from: 02/13/2025 10:19:42 Reason Code: Client-Additional Analysis



# EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com> / [bostonlab@emsl.com](mailto:bostonlab@emsl.com)

EMSL Order: 132500757

Customer ID: JHNT75

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
4C-Drywall/Joint Compound	2nd Floor Room - DW/JC Composite	Brown/Tan/White Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	<1% Chrysotile
132500757-0014A <i>This is a composite result of wallboard and joint compound</i>					
5A	1st Floor Front Room - Tar Paper under Wood Flooring	Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
132500757-0015					
5B	1st Floor Front Room - Tar Paper under Wood Flooring	Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
132500757-0016					
6A	Kitchen - Linoleum Flooring	Gray/Tan Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
132500757-0017					
6B	Kitchen - Linoleum Flooring	Gray/Tan Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
132500757-0018					
7A	1st Floor Bathroom - Linoleum Flooring	Gray/Tan Fibrous Homogeneous	35% Cellulose 5% Glass	60% Non-fibrous (Other)	None Detected
132500757-0019					
7B	1st Floor Bathroom - Linoleum Flooring	Gray/Tan Fibrous Homogeneous	35% Cellulose 5% Glass	60% Non-fibrous (Other)	None Detected
132500757-0020					
8A	1st Floor Bathroom - 4" Cove Base	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132500757-0021					
8B	1st Floor Bathroom - 4" Cove Base	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132500757-0022					
9A	1st Floor Bathroom - Cove Base Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132500757-0023					
9B	1st Floor Bathroom - Cove Base Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132500757-0024					
10A	1st Floor Bathroom - Grout - Ceramic Wall Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132500757-0025					
10B	1st Floor Bathroom - Grout - Ceramic Wall Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132500757-0026					
11A	1st Floor Bathroom - Adhesive - Ceramic Wall Tile	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132500757-0027					
11B	1st Floor Bathroom - Adhesive - Ceramic Wall Tile	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
132500757-0028					
12A	2nd Floor Bathroom - Linoleum Flooring	Gray/White Fibrous Homogeneous	40% Cellulose 5% Glass	55% Non-fibrous (Other)	None Detected
132500757-0029					
12B	2nd Floor Bathroom - Linoleum Flooring	Gray/White Fibrous Homogeneous	40% Cellulose 5% Glass	55% Non-fibrous (Other)	None Detected
132500757-0030					
13A	2nd Floor Room - Paper Backing to Fiberglass Insulation	Brown/Black Fibrous Homogeneous	40% Glass	60% Non-fibrous (Other)	None Detected
132500757-0031					

Report amended: 02/13/2025 14:43:30 Replaces initial report from: 02/13/2025 10:19:42 Reason Code: Client-Additional Analysis





# EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com> / [bostonlab@emsl.com](mailto:bostonlab@emsl.com)

EMSL Order: 132500757

Customer ID: JHNT75

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
13B 132500757-0032	2nd Floor Room - Paper Backing to Fiberglass Insulation	Brown/Black Fibrous Homogeneous	40% Glass	60% Non-fibrous (Other)	None Detected
14A 132500757-0033	1st Floor Fireplace - Brick Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14B 132500757-0034	1st Floor Fireplace - Brick Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15A 132500757-0035	Basement - Block Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15B 132500757-0036	Basement - Block Mortar	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16A 132500757-0037	Basement - Flue Cement	Gray Non-Fibrous Homogeneous	10% Min. Wool	90% Non-fibrous (Other)	None Detected
16B 132500757-0038	Basement - Flue Cement	Gray Fibrous Homogeneous	10% Min. Wool	90% Non-fibrous (Other)	None Detected
17A 132500757-0039	Basement Windows - Window Glazing	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
17B 132500757-0040	Basement Windows - Window Glazing	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18A 132500757-0041	Roof - Roof Shingle	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
18B 132500757-0042	Roof - Roof Shingle	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
19A 132500757-0043	Roof - Tar Paper under Shingles	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
19B 132500757-0044	Roof - Tar Paper under Shingles	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
20A 132500757-0045	Roof - Caulk at Chimney Flashing	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
20B 132500757-0046	Roof - Caulk at Chimney Flashing	Black Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
21A 132500757-0047	Roof - Roof Vent Caulking	Black Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
21B 132500757-0048	Roof - Roof Vent Caulking				Positive Stop (Not Analyzed)
22A 132500757-0049	Exterior - Tar Paper under 2 Layers of Siding	Black Non-Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
22B 132500757-0050	Exterior - Tar Paper under 2 Layers of Siding	Black Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected

Report amended: 02/13/2025 14:43:30 Replaces initial report from: 02/13/2025 10:19:42 Reason Code: Client-Additional Analysis



## EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com> / [bostonlab@emsl.com](mailto:bostonlab@emsl.com)

EMSL Order: 132500757

Customer ID: JHNT75

Customer PO:

Project ID:

### **Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23A <small>132500757-0051</small>	Exterior - Window Caulking	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
23B <small>132500757-0052</small>	Exterior - Window Caulking	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
24A <small>132500757-0053</small>	Exterior - Skim Coat on Foundation Block	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
24B <small>132500757-0054</small>	Exterior - Skim Coat on Foundation Block	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

John McCarthy (55)

Steve Grise, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI PLM00139, VT AL998919, ME LB-0039

Report amended: 02/13/2025 14:43:30 Replaces initial report from: 02/13/2025 10:19:42 Reason Code: Client-Additional Analysis



# EMSL Analytical, Inc.

5 Constitution Way, Unit A Woburn, MA 01801  
Phone/Fax: (781) 933-8411 / (781) 933-8412  
<http://www.EMSL.com> / [bostonlab@emsl.com](mailto:bostonlab@emsl.com)

EMSL Order: 132500757  
Customer ID: JHNT75  
Customer PO:  
Project ID:

Attention: Ray Lavery  
John Turner Consulting  
15 Rye Street  
Suite 125  
Portsmouth, NH 03801  
Project: 292 Deming Road; Unit A; Berlin, CT

Phone: (603) 749-1841  
Fax:  
Received: 02/06/2025 11:05 AM  
Analysis Date: 02/20/2025  
Collected: 02/06/2025

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
4B-Drywall/Joint Compound 132500757-0013A	1st Floor Front Room - DW/JC Composite	Brown/Tan/White Fibrous Homogeneous	15% Cellulose	84.75% Non-fibrous (Other)	0.25% Chrysotile
4C-Drywall/Joint Compound 132500757-0014A	2nd Floor Room - DW/JC Composite	Brown/Tan/White Non-Fibrous Homogeneous	15% Cellulose	84.50% Non-fibrous (Other)	0.50% Chrysotile

Analyst(s)

John McCarthy (2)

Steve Grise, Laboratory Manager  
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI PLM00139, VT AL998919

Initial report from: 02/20/2025 16:34:49





EMSL ANALYTICAL, INC.  
TESTING LABS • PRODUCTS • TRAINING

## Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

132500757

EMSL Analytical, Inc.  
200 Route 130 North  
Cinnaminson, NJ 08077

PHONE: (800) 220-3675

EMAIL: CinnAsb@EMSL.com

Customer Information	Customer ID:	JHNT75		Billing Information	Billing ID:	JHNT75																																													
	Company Name:	John Turner Consulting			Company Name:	John Turner Consulting																																													
	Contact Name:	Ray Lavery			Billing Contact:	Ray Lavery																																													
	Street Address:	15 Rye Street, Suite 125			Street Address:	15 Rye Street, Suite 125																																													
	City, State, Zip:	Portsmouth, NH 03801	Country:		US	City, State, Zip:	Portsmouth, NH 03801	Country:	US																																										
	Phone:	860-384-8183			Phone:	860-384-8183																																													
	Email(s) for Report:	rlavery@consultjtc.com			Email(s) for Invoice:	ap@consultjtc.com; rlavery@consultjtc.com																																													
Project Information																																																			
Project Name/No: 292 Deming Road Unit A Berlin CT				Purchase Order:																																															
EMSL LIMS Project ID: (If applicable, EMSL will provide)				US State where samples collected:		State of Connecticut (CT) must select project location:																																													
				<input type="checkbox"/> Commercial (Taxable)		<input checked="" type="checkbox"/> Residential (Non-Taxable)																																													
Sampled By Name: Ray Lavery		Sampled By Signature:		Date Sampled: Feb 6 2025		No. of Samples in Shipment:																																													
Turn-Around-Time (TAT)																																																			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> 32 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week																																																			
Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only, samples must be submitted by 11:30am.																																																			
<b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) <input type="checkbox"/> POINT COUNT <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1,000 (<0.1%) <input type="checkbox"/> POINT COUNT w/ GRAVIMETRIC <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1,000 (<0.1%) <input type="checkbox"/> NIOSH 9002 (<1%) <input type="checkbox"/> NYS 198.1 (Friable - NY) <input type="checkbox"/> NYS 198.6 NOB (Non-Friable - NY) <input type="checkbox"/> NYS 198.8 (Vermiculite SM-V)				<b>Test Selection</b> <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (Non-Friable - NY) <input type="checkbox"/> TEM EPA 600/R-93/116 w Milling Prep (0.1%) <b>Other Tests (please specify)</b> <input checked="" type="checkbox"/> Positive Stop - Clearly Identified Homogeneous Areas (HA)																																															
<table border="1"> <thead> <tr> <th>Sample Number</th> <th>HA Number</th> <th>Sample Location</th> <th>Material Description</th> </tr> </thead> <tbody> <tr> <td>1A</td> <td>1</td> <td>Kitchen</td> <td>Textured Ceiling</td> </tr> <tr> <td>1B</td> <td>1</td> <td>Front Room Near Fireplace</td> <td></td> </tr> <tr> <td>1C</td> <td>1</td> <td>First Floor Bathroom</td> <td></td> </tr> <tr> <td>1D</td> <td>1</td> <td>2nd Floor Bedroom</td> <td></td> </tr> <tr> <td>1E</td> <td>1</td> <td>2nd Floor Bedroom</td> <td></td> </tr> <tr> <td>2A</td> <td>2</td> <td>2nd Floor Bathroom</td> <td>Swirl Ceiling Texture</td> </tr> <tr> <td>2B</td> <td>2</td> <td></td> <td></td> </tr> <tr> <td>2C</td> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3A</td> <td>3</td> <td>Kitchen</td> <td>Drywall</td> </tr> <tr> <td>3B</td> <td>3</td> <td>1st Floor Front Room</td> <td></td> </tr> </tbody> </table>								Sample Number	HA Number	Sample Location	Material Description	1A	1	Kitchen	Textured Ceiling	1B	1	Front Room Near Fireplace		1C	1	First Floor Bathroom		1D	1	2nd Floor Bedroom		1E	1	2nd Floor Bedroom		2A	2	2nd Floor Bathroom	Swirl Ceiling Texture	2B	2			2C	2			3A	3	Kitchen	Drywall	3B	3	1st Floor Front Room	
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Controlled Document - Asbestos Bulk R7 9/14/2021

☒ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

REC'D  
EMSL ANALYTICAL, INC.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.





EMSL ANALYTICAL, INC.  
TESTING LABS • PRODUCTS • TRAINING

# Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.  
200 Route 130 North  
Cinnaminson, NJ 08077

## 132500757

PHONE: (800) 220-3675

EMAIL: [CinnAslab@EMSL.com](mailto:CinnAslab@EMSL.com)

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
3C	3	2 <sup>nd</sup> Floor Room	Drywall
4A	4	Kitchen	Joint Compound
4B	4	1 <sup>st</sup> Floor Front Room	
4C	4	2 <sup>nd</sup> Floor Room	
5A	5	1 <sup>st</sup> Floor Front Room	Tar Paper Under Wood Flooring
5B	5		
6A	6	Kitchen	Linoleum Flooring
6B	6		
7A	7	1 <sup>st</sup> Floor Bx. Throon	Linoleum Flooring
7B	7		
8A	8		4" Covebase
8B	8		
9A	9		Covebase Adhesive
9B	9		
10A	10		Grout-Ceramic Wall tile
10B	10		
11A	11		Adhesive-Ceramic Wall tile
11B	11		
12A	12	2 <sup>nd</sup> Floor Bathroom	Linoleum Flooring
12B	12		
13A	13	2 <sup>nd</sup> Floor Room	Paper Backing to Fiberglass Insulation
13B	13		
14A	14	1 <sup>st</sup> Floor Fireplace	Brick Mortar
14B	14		

Method of Shipment:

Sample Condition Upon Receipt:

Relinquished by:

Date/Time:

Received by:

Date/Time:

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Controlled Document: Asbestos Bulk R7 09/14/2021



AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

REC'D

EMSL-BOSTON

FEB 07 2025

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## **APPENDIX B**

### **TCLP Results**

February 12, 2025

Ray Lavery  
John Turner Consulting  
433 Andrews St  
Southington, CT 06489

Project Location: CT  
Client Job Number:  
Project Number: 25-51-213  
Laboratory Work Order Number: 25B0311

Enclosed are results of analyses for samples as received by the laboratory on February 6, 2025. If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Theresa L. Ferrentino  
Project Manager

## Table of Contents

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Pace Analytical Services, LLC - East Longmeadow, Ma

39 Spruce Street \* East Longmeadow, MA 01028 \* FAX 413/525-6405 \* TEL. 413/525-2332

John Turner Consulting  
433 Andrews St  
Southington, CT 06489  
ATTN: Ray Lavery

REPORT DATE: 2/12/2025

PURCHASE ORDER NUMBER: 25-51-213

PROJECT NUMBER: 25-51-213

## ANALYTICAL SUMMARY

WORK ORDER NUMBER: 25B0311

The results of analyses performed on the following samples submitted to Pace Analytical Services, LLC - East Longmeadow, Ma, are found in this report.

PROJECT LOCATION: CT

FIELD SAMPLE #	LAB ID:	MATRIX	SAMPLE DESCRIPTION	TEST	SUB LAB
TCLP-1	25B0311-01	Product/Solid		SW-846 6010D	

#### CASE NARRATIVE SUMMARY

All reported results are within defined laboratory quality control objectives unless listed below or otherwise qualified in this report.

The results of analyses reported only relate to samples submitted to Pace Analytical Services, LLC - East Longmeadow, Ma, for testing.  
I certify that the analyses listed above, unless specifically listed as subcontracted, if any, were performed under my direction according to the approved methodologies listed in this document, and that based upon my inquiry of those individuals immediately responsible for obtaining the information, the material contained in this report is, to the best of my knowledge and belief, accurate and complete.



Lisa A. Worthington  
Technical Representative



Pace Analytical Services, LLC - East Longmeadow, Ma

39 Spruce Street \* East Longmeadow, MA 01028 \* FAX 413/525-6405 \* TEL. 413/525-2332

Project Location: CT

Sample Description:

Work Order: 25B0311

Date Received: 2/6/2025

Field Sample #: TCLP-1

Sample ID: 25B0311-01

Start Date/Time: 2/6/2025 10:30:00AM

Sample Matrix: Product/Solid

Stop Date/Time: 2/6/2025 10:45:00AM

## TCLP - Metals Analyses

Analyte	Results	RL	Units	Dilution	Flag/Qual	Method	Date Prepared	Date/Time Analyzed	Analyst
Lead	<0.10	0.10	mg/L	1		SW-846 6010D	2/10/25	2/11/25 18:02	NC



Pace Analytical Services, LLC - East Longmeadow, Ma

39 Spruce Street \* East Longmeadow, MA 01028 \* FAX 413/525-6405 \* TEL. 413/525-2332

**Sample Extraction Data**

Prep Method:SW-846 3010A      Analytical Method:SW-846 6010D      Leachates were extracted on 2/8/2025 per SW-846 1311 in Batch B398481

Lab Number [Field ID]	Batch	Initial [mL]	Final [mL]	Date
25B0311-01 [TCLP-1]	B398518	50.0	50.0	02/10/25



Pace Analytical Services, LLC - East Longmeadow, Ma

39 Spruce Street \* East Longmeadow, MA 01028 \* FAX 413/525-6405 \* TEL. 413/525-2332

## QUALITY CONTROL

## TCLP - Metals Analyses - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B398518 - SW-846 3010A										
Blank (B398518-BLK1)				Prepared: 02/10/25 Analyzed: 02/11/25						
Lead	ND	0.10	mg/L							
LCS (B398518-BS1)				Prepared: 02/10/25 Analyzed: 02/11/25						
Lead	0.539	0.10	mg/L	0.5000		108	80-120			
LCS Dup (B398518-BSD1)				Prepared: 02/10/25 Analyzed: 02/11/25						
Lead	0.513	0.10	mg/L	0.5000		103	80-120	5.08	20	
Matrix Spike (B398518-MS1)		Source: 25B0311-01		Prepared: 02/10/25 Analyzed: 02/11/25						
Lead	0.462	0.10	mg/L	0.5000	ND	92.4	75-125			
Post Spike (B398518-PS1)		Source: 25B0311-01		Prepared: 02/10/25 Analyzed: 02/11/25						
Lead	1.85		mg/L	2.000	0.00395	92.6	75-125			
Dilution Check (B398518-SRL1)		Source: 25B0311-01		Prepared: 02/10/25 Analyzed: 02/11/25						
Lead	ND	0.50	mg/L		ND				20	



**FLAG/QUALIFIER SUMMARY**

*	QC result is outside of established limits.
†	Wide recovery limits established for difficult compound.
‡	Wide RPD limits established for difficult compound.
#	Data exceeded client recommended or regulatory level
ND	Not Detected
RL	Reporting Limit is at the level of quantitation (LOQ)
DL	Detection Limit is the lower limit of detection determined by the MDL study
MCL	Maximum Contaminant Level
	Percent recoveries and relative percent differences (RPDs) are determined by the software using values in the calculation which have not been rounded.
	No results have been blank subtracted unless specified in the case narrative section.

# CERTIFICATIONS

## Certified Analyses included in this Report

Analyte	Certifications
<i>SW-846 6010D in Product/Solid</i>	
Lead	NY,CT,ME,NC,NH,VA
<i>SW-846 6010D in Water</i>	
Lead	NY,CT,ME,NC,NH,VA

Pace Analytical Services, LLC - East Longmeadow, Ma, operates under the following certifications and accreditations:

Code	Description	Number	Expires
CT	Connecticut Department of Public Health	PH-0821	12/31/2026
NY	New York State Department of Health	10899 NELAP	04/1/2025
NH	New Hampshire Environmental Lab	2516 NELAP	02/5/2026
NC	North Carolina Div. of Water Quality	652	12/31/2025
ME	State of Maine	MA00100	06/9/2025
VA	Commonwealth of Virginia	460217	12/14/2025

25B0311 TF

**Pace®** Location Requested (City/State): **CHAIN-OF-CUSTODY Analytical Request Document**

Company Name: John Turner Consulting, Inc.  
 15 Rye Street, Suite 125  
 Portsmouth, NH 03801  
 Customer Project #: 25-51-213

Project Name:  
 292 Deming Road, Unit A  
 Site Collection Info/Facility ID (as applicable):  
 292 Deming Road, Unit A

Time Zone: ☐ AK ☐ PT ☐ MT ☐ CT ☒ ET

Regulatory Program (DW, RCRA, etc.) as applicable: **CT**

Reportable: ☐ Yes ☐ No

DW PWSO # or WW Permit # as applicable: **STD**

Field Filtered (if applicable): ☐ Yes ☐ No

Analysis:


Requestor:

Notes: (Insert in Remarks below) Drinking Water (DW), Ground Water (GW), Wastewater (WW), Surface Water (SW), Sediment (SD), Sludge (SL), Cask (CS), Leachate (LL), Biosolids (BS), Other (OT)

LAB USE ONLY: After Work Order, Logon Label Here

Scan QR Code for Instructions

Specify Container Size: ☐ 1L ☐ 2L ☐ 3L ☐ 4L ☐ 5L ☐ 6L ☐ 7L ☐ 8L ☐ 9L ☐ 10L ☐ 11L ☐ 12L ☐ 13L ☐ 14L ☐ 15L ☐ 16L ☐ 17L ☐ 18L ☐ 19L ☐ 20L ☐ 21L ☐ 22L ☐ 23L ☐ 24L ☐ 25L ☐ 26L ☐ 27L ☐ 28L ☐ 29L ☐ 30L ☐ 31L ☐ 32L ☐ 33L ☐ 34L ☐ 35L ☐ 36L ☐ 37L ☐ 38L ☐ 39L ☐ 40L ☐ 41L ☐ 42L ☐ 43L ☐ 44L ☐ 45L ☐ 46L ☐ 47L ☐ 48L ☐ 49L ☐ 50L ☐ 51L ☐ 52L ☐ 53L ☐ 54L ☐ 55L ☐ 56L ☐ 57L ☐ 58L ☐ 59L ☐ 60L ☐ 61L ☐ 62L ☐ 63L ☐ 64L ☐ 65L ☐ 66L ☐ 67L ☐ 68L ☐ 69L ☐ 70L ☐ 71L ☐ 72L ☐ 73L ☐ 74L ☐ 75L ☐ 76L ☐ 77L ☐ 78L ☐ 79L ☐ 80L ☐ 81L ☐ 82L ☐ 83L ☐ 84L ☐ 85L ☐ 86L ☐ 87L ☐ 88L ☐ 89L ☐ 90L ☐ 91L ☐ 92L ☐ 93L ☐ 94L ☐ 95L ☐ 96L ☐ 97L ☐ 98L ☐ 99L ☐ 100L ☐ 101L ☐ 102L ☐ 103L ☐ 104L ☐ 105L ☐ 106L ☐ 107L ☐ 108L ☐ 109L ☐ 110L ☐ 111L ☐ 112L ☐ 113L ☐ 114L ☐ 115L ☐ 116L ☐ 117L ☐ 118L ☐ 119L ☐ 120L ☐ 121L ☐ 122L ☐ 123L ☐ 124L ☐ 125L ☐ 126L ☐ 127L ☐ 128L ☐ 129L ☐ 130L ☐ 131L ☐ 132L ☐ 133L ☐ 134L ☐ 135L ☐ 136L ☐ 137L ☐ 138L ☐ 139L ☐ 140L ☐ 141L ☐ 142L ☐ 143L ☐ 144L ☐ 145L ☐ 146L ☐ 147L ☐ 148L ☐ 149L ☐ 150L ☐ 151L ☐ 152L ☐ 153L ☐ 154L ☐ 155L ☐ 156L ☐ 157L ☐ 158L ☐ 159L ☐ 160L ☐ 161L ☐ 162L ☐ 163L ☐ 164L ☐ 165L ☐ 166L ☐ 167L ☐ 168L ☐ 169L ☐ 170L ☐ 171L ☐ 172L ☐ 173L ☐ 174L ☐ 175L ☐ 176L ☐ 177L ☐ 178L ☐ 179L ☐ 180L ☐ 181L ☐ 182L ☐ 183L ☐ 184L ☐ 185L ☐ 186L ☐ 187L ☐ 188L ☐ 189L ☐ 190L ☐ 191L ☐ 192L ☐ 193L ☐ 194L ☐ 195L ☐ 196L ☐ 197L ☐ 198L ☐ 199L ☐ 200L ☐ 201L ☐ 202L ☐ 203L ☐ 204L ☐ 205L ☐ 206L ☐ 207L ☐ 208L ☐ 209L ☐ 210L ☐ 211L ☐ 212L ☐ 213L ☐ 214L ☐ 215L ☐ 216L ☐ 217L ☐ 218L ☐ 219L ☐ 220L ☐ 221L ☐ 222L ☐ 223L ☐ 224L ☐ 225L ☐ 226L ☐ 227L ☐ 228L ☐ 229L ☐ 230L ☐ 231L ☐ 232L ☐ 233L ☐ 234L ☐ 235L ☐ 236L ☐ 237L ☐ 238L ☐ 239L ☐ 240L ☐ 241L ☐ 242L ☐ 243L ☐ 244L ☐ 245L ☐ 246L ☐ 247L ☐ 248L ☐ 249L ☐ 250L ☐ 251L ☐ 252L ☐ 253L ☐ 254L ☐ 255L ☐ 256L ☐ 257L ☐ 258L ☐ 259L ☐ 260L ☐ 261L ☐ 262L ☐ 263L ☐ 264L ☐ 265L ☐ 266L ☐ 267L ☐ 268L ☐ 269L ☐ 270L ☐ 271L ☐ 272L ☐ 273L ☐ 274L ☐ 275L ☐ 276L ☐ 277L ☐ 278L ☐ 279L ☐ 280L ☐ 281L ☐ 282L ☐ 283L ☐ 284L ☐ 285L ☐ 286L ☐ 287L ☐ 288L ☐ 289L ☐ 290L ☐ 291L ☐ 292L ☐ 293L ☐ 294L ☐ 295L ☐ 296L ☐ 297L ☐ 298L ☐ 299L ☐ 300L ☐ 301L ☐ 302L ☐ 303L ☐ 304L ☐ 305L ☐ 306L ☐ 307L ☐ 308L ☐ 309L ☐ 310L ☐ 311L ☐ 312L ☐ 313L ☐ 314L ☐ 315L ☐ 316L ☐ 317L ☐ 318L ☐ 319L ☐ 320L ☐ 321L ☐ 322L ☐ 323L ☐ 324L ☐ 325L ☐ 326L ☐ 327L ☐ 328L ☐ 329L ☐ 330L ☐ 331L ☐ 332L ☐ 333L ☐ 334L ☐ 335L ☐ 336L ☐ 337L ☐ 338L ☐ 339L ☐ 340L ☐ 341L ☐ 342L ☐ 343L ☐ 344L ☐ 345L ☐ 346L ☐ 347L ☐ 348L ☐ 349L ☐ 350L ☐ 351L ☐ 352L ☐ 353L ☐ 354L ☐ 355L ☐ 356L ☐ 357L ☐ 358L ☐ 359L ☐ 360L ☐ 361L ☐ 362L ☐ 363L ☐ 364L ☐ 365L ☐ 366L ☐ 367L ☐ 368L ☐ 369L ☐ 370L ☐ 371L ☐ 372L ☐ 373L ☐ 374L ☐ 375L ☐ 376L ☐ 377L ☐ 378L ☐ 379L ☐ 380L ☐ 381L ☐ 382L ☐ 383L ☐ 384L ☐ 385L ☐ 386L ☐ 387L ☐ 388L ☐ 389L ☐ 390L ☐ 391L ☐ 392L ☐ 393L ☐ 394L ☐ 395L ☐ 396L ☐ 397L ☐ 398L ☐ 399L ☐ 400L ☐ 401L ☐ 402L ☐ 403L ☐ 404L ☐ 405L ☐ 406L ☐ 407L ☐ 408L ☐ 409L ☐ 410L ☐ 411L ☐ 412L ☐ 413L ☐ 414L ☐ 415L ☐ 416L ☐ 417L ☐ 418L ☐ 419L ☐ 420L ☐ 421L ☐ 422L ☐ 423L ☐ 424L ☐ 425L ☐ 426L ☐ 427L ☐ 428L ☐ 429L ☐ 430L ☐ 431L ☐ 432L ☐ 433L ☐ 434L ☐ 435L ☐ 436L ☐ 437L ☐ 438L ☐ 439L ☐ 440L ☐ 441L 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	DC#_ Title: ENV-FRM-ELON-0001 v08_Sample Receiving Checklist
	Effective Date: 06/11/2024

## Log In Back-Sheet

Login Sample Receipt Checklist – (Rejection Criteria Listing – Using Acceptance Policy) Any False statement will be brought to the attention of the Client – True or False

Client John Turner Consulting  
 Project \* 25-51-213  
 MCP/RCP Required no  
 Deliverable Package Requirement none  
 Location CT  
 PWSID# (When Applicable) n/a  
 Arrival Method:  
 Courier ☒ Fed Ex ☐ Walk In ☐ Other ☐  
 Received By / Date / Time Mcm 2/6/25 1322  
 Back-Sheet By / Date / Time Mcm 2/6/25 1831  
 Temperature Method Guri # 4  
 WV samples: Yes (see note\*) / No (follow normal procedure)  
 Temp < 6° C Actual Temperature 5.9  
 Rush Samples: Yes / No Notify No  
 Short Hold: Yes / No Notify No

### Notes regarding Samples/COC outside of SOP:

	True	False
Received on Ice	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Received in Cooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Custody Seal: DATE TIME	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COC Relinquished	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COC/Samples Labels Agree	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All Samples in Good Condition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Samples Received within Holding Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there enough Volume	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proper Media/Container Used	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Splitting Samples Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
MS/MSD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trip Blanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lab to Filters	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COC Legible	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COC Included (Check all included)		
Client <input checked="" type="checkbox"/> Analysis <input checked="" type="checkbox"/> Sampler Name <input checked="" type="checkbox"/>		
Project <input checked="" type="checkbox"/> IDs <input checked="" type="checkbox"/> Collection Date/Time <input checked="" type="checkbox"/>		
All Samples Proper pH: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>

### Additional Container Notes

\*Note: West Virginia requires all samples to have their temperature taken. Note any outliers.

DC#_Title: ENV-FRM-ELON-0001 v08_Sample Receiving Checklist Effective Date: 06/11/2024	Page 1 06/11/2024
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## **APPENDIX C**

### **Certifications**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC HEALTH**

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

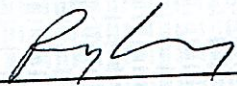
THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
**ASBESTOS CONSULTANT-INSPECTOR**

**RAYMOND G LAVERY**

CERTIFICATE NO.  
**000761**

CURRENT THROUGH  
**11/30/25**

VALIDATION NO.  
**03-160156**

  
SIGNATURE

  
COMMISSIONER

# EnviroMed

*Cleaner environment. Safer workplaces.*

May 23, 2025

Mr. Doug Solek  
Director of Facilities  
Town of Berlin  
11 Town Farm Lane  
Berlin, Connecticut 06037

PROJECT: Demo of Single Family House at 292 Deming Road

SUBJECT: Proposal for A/E Services #P-25-384  
Asbestos Abatement Plan & Monitoring Services

Dear Mr. Solek,

EnviroMed Services, Inc. is pleased to submit this proposal to provide asbestos abatement design and monitoring services for the above referenced project.

## Task 1 – Asbestos Design Services

EnviroMed Services proposes to provide 8.5 x 11 drawings and specifications for the removal and disposal of the asbestos-containing wallboard, caulking at chimney, and caulking at roof vent. Note that the wallboard in the house has to be removed and disposed of as asbestos waste here in CT.

Field Labor: 8 hours @ \$95/hr = \$760

Design Labor: 16 hours @ \$95/hr = \$1,520

The fee for this service will be: \$2,280

## Task 2 – Asbestos Monitoring Services

EnviroMed Services proposes to provide an CT licensed Asbestos Project Monitor for the 1 week estimated duration of asbestos abatement at the house. The Monitor will conduct air clearance samples, visual inspection for cleanliness, keep project logs.

Project Monitor: 5 days @ \$760/day = \$3,800

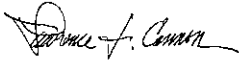
PCM Samples: 5 days @ 7 PCM/day @ \$25/ea = \$875

The fee for this service will be: \$4,675

**Total for Task 1 & 2 = \$6,955**

Thank you for the opportunity to quote the work.

Sincerely,



Lawrence J. Cannon  
President

**This Proposal is agreed and accepted by Doug Solek or an authorized representative.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

470 Murdock Avenue • Meriden, CT 06450 • (203) 238-4846 • Fax (203) 238-4243 •  
[www.enviromedservices.com](http://www.enviromedservices.com)

\_\_\_\_\_  
An Equal Opportunity Employer



125-A Brook Street, West Hartford, CT 06110 • www.hazpros.com  
Phone (860) 232-2225 / Fax (860) 233-9654 / Toll Free (800) 828-6343  
Affirmative Action/Equal Opportunity Employer

June 3, 2025

Mr. Douglas Solek  
Town of Berlin  
11 Town Farm Lane  
Berlin, CT 06037

Re: Asbestos Abatement –292 Deming Road, Berlin, CT

Dear Mr. Solek

Haz-Pros, Inc. is pleased to provide a price quotation for asbestos abatement at the above referenced location. Based upon the site visit, the following service scope and pricing are proposed.

**Service Scope:**

Owner to provide power.

Remove chimney caulk and penetration flashing from exterior.

Establish containment of the interior.

Remove and dispose of sheetrock with asbestos joint compound. (approx. 4,800 sf)

Owner to provide air clearance testing by an independent consultant.

Price:	\$1,200.00	Chimney caulk & penetration flashing
	<u>\$18,400.00</u>	Interior sheetrock & joint compound
	\$19,600.00	Total

**Haz-Pros, Inc. will:**

Furnish equipment & trained personnel for the safe execution of the work.

**Owner will:**

Supply access to water and electrical service.

Pay invoice in full within 30 days.

Sincerely,

Randy Newbury  
Project Estimator





**EARTH CONTRACTORS**

445 Southington Road, Kensington, CT 06037 • (860) 828-1677

This is a break out costs associated with the demolition of 292 Deming road Unit A

This also takes into account the Hazmat report by JTC

Included in the pricing.

\$12000 for dumpsters up to 70 tons

**\$170 per ton over 70**

\$12,000 for labor and equipment

Hazardous materials issues to be handled by others

Permit paperwork \$750

Water and sewer cut off. \$3500.00

Assumes that sewer lateral will be cut and capped in the lawn, and water line will be disconnected at the curbstop.

**Demolition totals**

Dumpsters	12,000
Labor and equip	12,000
Admin	750
Water/sewer	3500.00
<b>Total Budget</b>	<b>28,250</b>

## Foundation removal and Fill

1000 for disposal up to 100 tons

**\$12 per ton over 100**

Trucking \$1250.00

\$1500 labor and equipment to breakup and load the concrete into trucks

It will take an estimated 200yds of fill to backfill the foundation. I put a budget of \$9.50 per yard that I know I can buy and have delivered. Depending on availability, the town or another contractor may have cheaper or free fill available.

Budget \$2000 for fill import

\$2000 labor and equipment to spread incoming fill, grade, rake and seed.

## Foundation removal and fill totals

Disposal - Concrete	1000
Trucking – Concrete	1250
Labor and equipment to break up and load	1500
Fill	2000
Labor and equipment fill and grade	2000
<b>Total</b>	<b>7750</b>

## Ways to save money

Town may provide/ truck/ buy fill seperatly which could save money

The town may also elect to perform any of the foundation removal and clean up themselves.

The option is available to break up the cinder block and bury in the foundation hole. This would reduce the price by about 3250.

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

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

**FROM:** Ryan Curley, Town Manager

**DATE:** June 10, 2025

**SUBJECT:** Town of Berlin Support of The ReCONNstruction Center Grant Application

**SUMMARY:**

The Capitol Region Council of Governments (CRCOG) formed the Central Connecticut Solid Waste Authority (CCSWA) regional waste authority in 2010 by statute under C.S.S. Sections 7-273aa to 7-273oo, inclusive, to provide waste management and diversion opportunities, programs, and services for member municipalities, and in May, the CCSWA's Executive Committee voted to support a collaborative grant application through the Connecticut Department of Energy and Environmental Protection (CTDEEP) Sustainable Materials Management Grant (SMM) for a regional building material re-use program with The ReCONNstruction Center (65 Burritt Street, New Britain) that will provide substantial economic, environmental, social, sustainability, and other benefits to our State.

Thus, The ReCONNstruction Center is requesting Council's support of this grant application.

**ACTION NEEDED:**

Move that the Town of Berlin support-The ReCONNstruction Center grant application process through the Sustainable Materials Management Grant.

**ATTACHMENT:**

The ReCONNstruction Center Resolution to support the grant application process

**PREPARED BY:**

Charles R. Paonessa, Deputy Mayor

**RESOLUTION OF THE RECONSTRUCTION CENTER TO SUPPORT  
CRCOG/CCSWA SUSTAINABLE MATERIALS MANAGEMENT (SMM)  
GRANT APPLICATION**

**WHEREAS**, the Capitol Region Council of Governments (CRCOG) formed the Central Connecticut Solid Waste Authority (CCSWA) regional waste authority (CCSWA) in 2010 by statute under C.G.S. Sections 7-273aa to 7-273oo, inclusive, to provide waste management and diversion opportunities, programs, and services for member municipalities; and

**WHEREAS**, on May 19, 2025, CCSWA's Executive Committee voted to support a collaborative grant application through CTDEEP Sustainable Materials Management Grant (SMM) for a regional building material reuse program with The ReCONNstruction Center;

**WHEREAS**, on June 4, 2025, CRCOG, on behalf of the Central CT Solid Waste Authority (CCSWA), presented a summary of the proposed collaborative grant application to The ReCONNstruction Center's Board of Directors (BOD);

**WHEREAS**, The ReCONNstruction Center BOD finds that a regional building material reuse program, in collaboration with CCSWA and CRCOG, will provide substantial economic, environmental, social, sustainability, and other benefits;

**NOW, THEREFORE BE IT RESOLVED**, that CRCOG/CCSWA's request to submit a grant application under CTDEEP's SMM Request for Applications for a regional building material reuse program in collaboration with The ReCONNstruction Center is approved.

I certify that the above is a true copy of the resolution adopted by The ReCONNstruction Center at its meeting on June 4, 2025.

BY: \_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_, 2025



## **Our mission is to contribute back...**

### **... to the environment**

We keep discarded building materials out of landfills and help our community take responsibility for its own waste.

### **... to the economy**

We provide a convenient, environmentally responsible option for property owners and contractors to recycle reusable construction materials at no cost while reducing waste disposal costs.

### **... to the neighborhoods**

Our store is a community resource to many who might otherwise be unable to improve or maintain their housing, such as new homeowners, renovators, landlords, and contractors.

### **... to selected non-profits**

When store sales permit, we financially support local community non-profit organizations to further extend our community impact.

ReCONstruction Center  
65 Burritt Street  
New Britain, CT 06053



# **The ReCONstruction Center**

A building materials reuse store



The ReCONstruction Center  
65 Burritt Street  
New Britain, CT 06053  
860.597.3390  
[www.reconstructioncenter.org](http://www.reconstructioncenter.org)

## Do Good, Feel Good!

Put your remodeling castaways to good use. Instead of discarding your old kitchen cabinets, appliance, windows, doors, sinks, lighting, paint, hardware, etc., donate them to the ReCONNstruction Center, a 501(c)(3) nonprofit, "green charitable" organization and get a tax donation.

We accept donated items that are good quality, brand new, pre-owned, antique and surplus, reusable building materials. Your donated items will be offered for sale in support of our charitable works.

You will reduce waste, conserve energy, and save natural resources, all helpful to the future of the planet's environment.

The ReCONNstruction Center

65 Burritt Street

New Britain, CT 06053

860.597.3390

[info@reconnstructioncenter.org](mailto:info@reconnstructioncenter.org)

[www.reconnstructioncenter.org](http://www.reconnstructioncenter.org)

Follow us!



"Buy what you need, donate what you have."

- ReCONNstruction motto

## Tax Deductible Donations

You receive a receipt for your charitable donations and can take a tax deduction. Visit our website to read more about tax deductions. We thank you!

## Guidelines for Donating

Donated items should be in good reusable condition.

*Note: No hazardous materials please.*

### Dropping Off Items

We accept drop-offs during normal store hours (call or go to our website for store hours).

(Closed Mondays & Tuesdays)

### Arranging for a Pick-Up

For larger items (i.e., cabinet sets and appliances), please email photos of the items to [info@reconnstructioncenter.org](mailto:info@reconnstructioncenter.org) and call to schedule a pick-up.

## Deconstruction

Part of our mission is deconstruction, or the dismantling of buildings, specifically for re-use, repurposing, recycling, and waste management. Ask us about it.

## What We Sell

Treasure hunt for that antique or classic gem. Our inventory changes daily, so visit us often to increase your chances of finding your desired item. Here's a list of categories to look for your item:

- Building Materials
- Appliances Cabinets
- Sinks
- Furniture
- Windows
- Doors
- Bathroom
- Kitchen
- Flooring
- Electrical/Lighting
- HVAC/R
- Plumbing
- Hardware
- Paint
- Miscellaneous Items

**Agenda Item No. 1.1**  
**Request for Town Council Action**

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

**FROM:       Ryan Curley, Town Manager**

**DATE:       June 17, 2025**

**SUBJECT:   Set Public Hearing to Discuss the Proposed Noise Ordinance**

**Summary of Agenda Item:**

The Ordinance Committee at its June 3, 2025, meeting voted to recommend to the Council a modified Noise Ordinance. The proposed amendment has been reviewed and edited based on feedback from SH Acoustics.

**Action Needed:**

Move to schedule a public hearing on July 8, 2025, at 7:00 pm to discuss the proposed amendment to the Noise Ordinance incorporating feedback from SH Acoustics.

**Attachments:**

Proposed amendment to the Noise Ordinance.

**Prepared By:**

Ryan Curley, Town Manager

Berlin Town Council Chambers is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/85719694271?pwd=EFDnXJLoLH1kmgCZCyjW5Xv1kBzPAy.1>

Meeting ID: 857 1969 4271

Passcode: 921886

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+1-305-224-1968 US

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, June 3, 2025  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.**

**A. CALL TO ORDER:**

Mayor Kaczynski called the Town Council meeting to order at 7:05 p.m.

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL:**

Those in attendance were:

Councilor Kate Atkinson  
Councilor Sandra Coppola  
Mayor Mark Kaczynski  
Councilor Charles Paonessa  
Councilor Mark Pruzin – *via Zoom*  
Councilor Peter Rosso

Absent:

Councilor Donna Veach – *joined via Zoom 9:00 p.m. to 9:25 p.m.*

Also in attendance:

Town Manager Ryan Curley  
Corporation Counsel Jeffrey Donofrio

Mayor Kaczynski stated that Councilor Veach's mother passed away and she will not be in attendance this evening.

**D. PRESENTATION OF PROCLAMATION    LGBTQ PRIDE MONTH**

Mayor Kaczynski read the following proclamation in recognition of LGBTQ Pride Month.

WHEREAS, The Town of Berlin recognizes that June is celebrated nationwide as LGBTQ Pride Month and that our great nation was founded on the principal of equal rights for all; and

WHEREAS, as a community, Berlin is inclusive and strives for diversity; and

WHEREAS, we welcome all people and believe everyone should be able to live without fear of prejudice, discrimination, violence, or hatred based on gender identity or sexual orientation.

WHEREAS, The Town of Berlin does hereby proclaim June 2025 as Pride Month to honor and celebrate our LGBTQ citizens. Let us as a community continue to build a culture of inclusiveness and acceptance for all.

NOW, THEREFORE, BE IT RESOLVED, that I, Mark H. Kaczynski, Mayor of the Town of Berlin, Connecticut do officially recognize June 2025 as LGBTQ Pride Month.

Dated this 3rd day of June 2025 in Berlin, Connecticut.

Mayor Kaczynski also read the following proclamation in honor of the Berlin Senior Center Celebrating 40 Years.

Whereas, Thursday, May 29, 2025 marks the 40th anniversary of the Berlin Senior Center's presence at 33 Colonial Drive, a place that has grown into a vibrant hub for older adults, committed to the values of Educate. Enrich. Empower.; and

Whereas, over the past four decades, the Berlin Senior Center has witnessed remarkable growth—not only in membership, but in the diversity and depth of its programs, activities, and outreach—serving as a lifeline and a source of inspiration for countless individuals and families; and

Whereas, the Center has continually evolved to meet the changing needs of our community, offering lifelong learning opportunities, wellness programs, arts and cultural events, social services, and volunteer activities that educate the mind, enrich the spirit, and empower the individual; and

Whereas, the Berlin Senior Center's success has been made possible through the dedication of its staff, volunteers, community partners, and participants who have shaped its welcoming and inclusive environment—making it a model for senior engagement and support; and

Whereas, the strong and enduring relationship between the Center and the Town of Berlin reflects a shared commitment to honoring and uplifting our senior population, while fostering intergenerational connection and civic pride;

Now, Therefore, I, Mark Kaczynski, Mayor, of the Town of Berlin, do hereby proclaim Thursday, May 29, 2025 as Berlin Senior Center 40th Anniversary Day.

Dated this 29th day of May 2025 at Berlin, Connecticut.

Mayor Kaczynski stated that a proclamation was to be presented in honor of the 250<sup>th</sup> anniversary of the Worthington Meeting House this past weekend but the event was rained out so the proclamation will be presented in September.



Mayor Kaczynski also mentioned that last week Berlin resident Anthony deRito was presented a proclamation for his leadership and service to the Boy Scouts of America as well as other organizations in Berlin.

**E. AUDIENCE OF CITIZENS:**

***John Richards, 239 Hawthorne Drive*** – Mr. Richards stated that it is his observation that the budget referendum advisory questions, which are meant to be answered only by voters that vote “no” on the budget, are incorrectly also being answered by voters that vote “yes” on the budget.

As the results of the second referendum do not display a clear choice by the voters and no clear measure of the advisory question to support the “Too High” position Mr. Richards asks that the Town Council restore the \$50,000 reduction of the Board of Education’s budget that was reduced after the first referendum.

Mayor Kaczynski stated that the Town Council discussed a possible Charter change at the last Town Council meeting and that will most likely be reviewed next year.

***George Millerd, 1231 Orchard Road*** – Board of Finance (BOF) member Mr. Millerd stated that Mr. Richards also addressed the BOF about his concerns and it is clear that a change needs to be made to the Charter. He added that he believes that there should be three answers to the questions on the budget: Yes, No – Too High, and No – Too Low.

Mr. Millerd stated that he was on the Charter Revision Commission, and it was their intention that if either budget passed on the first vote it would not go back to a second referendum because the idea was that they are two separate budgets that are being voted on.

Corporation Counsel Donofrio explained that there are not two budgets, there is one budget with one mil-rate, and one tax bill. The Board of Education (BOE) gets an appropriation under an account number within the full budget. The bifurcation of the question is permitted by State law, the idea behind bifurcating the question is that if the budget fails the fiscal authority has guidance as to whether the budget failed because of the BOE budget or the Town budget.

**F. MAYOR’S UPDATE:**

Mayor Kaczynski stated that during the renovation of Berlin High School about 10 years ago a new plant-based glue was used to adhere floor tiles, however over time that glue grew mold in the areas where it was set on slab which becomes damp. As the tiles are sealed there have been no mold spores found in the air at the school. Those tiles on the ground floor are going to be replaced this summer and the project will continue the following summer.

The Senior Housing project is progressing on the former Knights of Columbus property. Prior issues regarding a State easement along with Federal and State financing issues were addressed and the Town currently is working with Vesta to develop the property and they should be ready to build the 70 units later this year.

After researching the costs to build a new Community/Senior Center in Berlin, the Town has been in negotiations with the YMCA to build a center with an indoor pool on property leased from the Town on Patterson Way.

**G. MEETING AGENDA – Immediately Following the Mayor’s Update**

**H. CONSENT AGENDA:**

1. **Topic re: Authorize the Town Manager to approve the request of St. Paul Parish Corporation to waive the \$1,545. Building Permit Fee for the construction of the new classroom. - Building**
2. **Topic re: Transfer \$306,000, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts, pending approval by the Board of Finance. - Finance**
3. **Topic re: Accept monetary donations totaling \$98.06 and deposit \$48.06 into the Unrestricted Donations account for the libraries greatest need and deposit \$50.00 into the Library Agency account for the acquisition of books in memory of Carol Welz’ son and move to accept the donation of books with an approximate value of \$112.94 to be added to the appropriate department collections. – Berlin-Peck Memorial Library**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

**PUBLIC HEARING(S):**

**FIRST PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN that the Town of Berlin will conduct a public hearing on Tuesday, June 3, 2025 at 7:00 p.m. to discuss the 2025 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and to solicit citizen input. The meeting can also be accessed via Zoom. Please refer to the Town of Berlin Website at [www.berlinct.gov](http://www.berlinct.gov) for more information regarding the meeting link.**

**The Connecticut Neighborhood Assistance Act Tax Credit Program provides tax credit to business firms that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. The community programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS). A tax credit equal to 100% of the cash invested is available to business firms that invest in energy conservation projects. Tax exempt entities desiring to obtain benefits**

under the NAA must complete an application and submit it to the municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes their portion of the application and submits it to DRS on or before July 1 of each year. Prior to submitting the application to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs.

This year, three organizations have submitted proposals. They are the Prudence Crandall Center, Berlin Lions Charities, Inc. and CCARC, Inc. The Prudence Crandall Center provides a comprehensive array of services to victims of domestic violence to Berlin residents, schools, and community groups. The Berlin Lions Charities, Inc. provide financial support to Berlin Veterans and spouses in need and CCARC, Inc. provides services for people with intellectual and developmental disabilities through a continuum of services. All three groups service the Berlin community and surrounding towns and wish to submit proposals for the 2025 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

The public hearing will also give citizens an opportunity to make their comments known on the proposed project. If you are unable to participate in the public hearing, you may direct written comments to Ryan Curley, Town Manager, 240 Kensington Road, Berlin, CT 06037, or you may telephone 860-828-7003. Additional information may be obtained at the above address between the hours of 8:30 a.m. to 4:30 p.m. Monday through Wednesday, 8:30 a.m. to 7:00 p.m. Thursday and 8:30 a.m. to 1:00 p.m. Friday.

All are encouraged to participate. The hearing is accessible to the handicapped. Any disabled persons requiring special assistance or non-English speaking persons should contact Jen Ochoa, ADA Coordinator, at 860-828-7010 at least five days prior to the hearing.

The Town of Berlin promotes fair housing and makes all programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

#### **Equal Opportunity/Affirmative Action**

Mayor Kaczynski convened the Public Hearing on the 2025 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program at 7:44 p.m. stating that three organizations have submitted proposals: the Prudence Crandall Center, Berlin Lions Charities, Inc. and CCARC, Inc.

Councilor Paonessa moved to have the Public Hearing notice attached to the minutes.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

No public comments were made.

Mayor Kaczynski closed the Public Hearing at 7:44 p.m.

## **SECOND PUBLIC HEARING:**

**The public is invited to comment on the proposed creation of a disc golf course inside the trails of Pistol Creek.**

Mayor Kaczynski convened the Public Hearing on the proposed creation of a disc golf course inside the trails of Pistol Creek at 7:45 p.m. and asked if there were public comments.

**George Millerd, 1231 Orchard Road** – Mr. Millerd stated that he believes that disc golf would be a great addition to the town, but he has some reservations about the scope of the project proposed for Pistol Creek.

The first concern is how it will impact existing users of the park. Usage goes beyond just walking on the cart paths, but those paths provide a safe walking area especially for seniors. This proposal effectively takes away a critical recreational outlet from a portion of our population. Wildlife in the park could also be affected by the activity. The quiet peaceful atmosphere will be replaced by the sounds and activity of competitive sport.

The second concern regards the safety of those using the park as there is a dangerous conflict between active disc golf play and passive pedestrian use. Disc golf involves high speed and sometimes unpredictable erratic projectiles. Any course design needs to provide buffer space between the course and the heavily used pedestrian walking trails to ensure pedestrian safety.

Mr. Millerd explained the equipment of disc golf which includes multiple types of discs with traits similar to golf clubs. He added that the discs are not simply frisbees and they are meant to travel further distances.

Research by Mr. Millerd found recommended buffer distances depend on the skill level of the players as well as visibility and terrain. A minimum of 150-200 feet between fairway and a walking path is recommended but 50 feet may be used in low-traffic situations only with additional safety mitigations. The Professional Disc Golf Association (PDGA) states that “Fairways should not cross or be too close to public streets, sidewalks/paths/bike trails, pavilions, playgrounds, private property, or any other multi-use area where non-players congregate.”

Mr. Millerd stated that it is his opinion that an 18-hole course is too big for Pistol Creek, and he recommends the possibility of a 9-hole course adding that he does not believe that other courses in Connecticut co-exist with walking paths but are in areas dedicated specifically to the sport.

**Peter Zarabozo, 158 Ellwood Road** – Mr. Zarabozo stated that he frequently walks at Timberlin Golf Course where the boundary of the golf course is parallel to the walking path with about .6 miles of open exposure to the fairway. He stated that he does not see people worried about being hit by golf balls even though being hit by a golf ball has a higher risk of severe injury than being hit by a flying disc. Mr. Zarabozo presented statistics on Head Injury Criterion (HIC) for different sports stating that the HIC of a disc hitting someone laterally at speeds of 40 and 60 mph are .6 and 11.5 respectively meaning they are considered negligible. It is reasonable to assume that the likelihood of sustaining a structural head injury from being struck by a baseball is far greater than being struck by a disc played on a disc course.

Mr. Zarabozo added that he believes that the disc golf course is inherently secondary to the passive recreation usage of those using the walking paths in a public area.

**Toby Sznaj, 120 Winesap Road** – Ms. Sznaj stated that disc golf is a community- and etiquette-based sport meaning that players know they are secondary to others using the park. It is either

posted at the course or known that if there is anyone walking nearby, you let them pass before throwing. The disc golf community is also known for leaving areas where they play as they found them and also for maintaining the playing areas.

Ms. Sznaj would like to see Pistol Creek be the first park in the state to provide access to those with physical disabilities to play as other parks have barriers that prevent that.

**Scott Skates, 23 Oak Ridge Drive** – Mr. Skates stated that he has used Pistol Creek park for 17 years and enjoys the quiet and safety the park provides. He has concerns about players drinking and using marijuana on the courses, as well as the fact that the placement of the baskets does not even pass the PDGA's recommendations. Mr. Skates added that he has nothing against disc golf, but it just does not fit at Pistol Creek.

**Dylan Benson, 360 Savage Hill Road** – Mr. Benson agrees about the safety concerns that others have mentioned but he is also concerned about damage to homes on neighboring streets as well as the possibility of injuring people in their own yards.

Mr. Benson also inquired about the funding for the course.

Mayor Kaczynski stated that the funding would come from the Parks and Recreation budget with temporary equipment installed at first on a trial basis.

**Louis Houle, 438 Savage Hill Road** – Mr. Houle stated that his home backs up to the proposed course area and he does not believe there will be enough of a buffer zone. He added that he enjoys sports but does not believe that the disc course belongs at Pistol Creek.

**Diane Napert-Houle, 438 Savage Hill Road** – Ms. Napert-Houle stated that her property abuts Pistol Creek, and she still has concerns about the dog park that was a recent addition to the park adding that she would like to see more patrols by Animal Control.

Ms. Napert-Houle stated that she does not believe that Pistol Creek is the right location for the course.

**Jeanette Murphy, 448 Savage Hill Road** – Ms. Murphy stated that she also agrees that Pistol Creek is not the right location for the course. Her home has marks from being hit by golf balls with the golf course was located on the property and she is concerned about damage from low flying discs.

**Steve Allen, 23 Crater Lane** – Mr. Allen stated that he has played disc golf for 15 years. The current course proposal has been modified by the designer to mitigate basically all safety concerns by directing the flow of the disc in the direction of the basket and away from the walking path and the houses in those areas. Mr. Allen added that the proposed course is intended to be introductory to intermediate for all levels to be able to play.

Mr. Allen stated that this is a great opportunity to utilize the grassy center area of the park that is currently under-utilized. The capital outlay is small, and the course requires no additional maintenance. The sport itself is also low cost to play making it open to many residents.

**George Millerd, 1231 Orchard Road** – Mr. Millerd stated that he wanted to reply to Mr. Zarabozo's statements and said that the fundamental difference between Pistol Creek and Timberlin is that the tenth hole at Timberlin is at least 400 feet wide with a large buffer of rough before you get to the hole. Mr. Millerd added that getting hit with an object that is the weight of the heavier orange disc going 50 mph could still cause an injury, also that there are three or four holes where the baskets are parallel to the cart paths.



**Joan Veley, 1424 Orchard Road** – Ms. Veley asked if other properties such as Bicentennial Park were considered, and she encourages the Town to leave Pistol Creek the way it is. She added that she agrees with Mr. Millerd's suggestion to reduce the number of holes to nine. Ms. Veley stated that she is also concerned with the parking situation at Pistol Creek.

**Louis Houle, 438 Savage Hill Road** – Mr. Houle is concerned that residents, particularly older residents, may stop utilizing Pistol Creek for fear of getting hit by discs.

**Craig Smolin, Milford, CT** – Mr. Smolin stated that he is the Connecticut representative for the New England Flying Disc Association (NEFA), a member of the Professional Disc Golf Association (PDGA) for 20 years, and that he has run over 50 PDGA tournaments over 10 years. Mr. Smolin added that he designed Bittner Park in Guilford, CT where many of the same concerns were raised by residents when a disc golf course was proposed.

Mr. Smolin stated that he believes that all of the proposed tee and basket locations are aimed away from the walking trails and nearby homes. He added that the first permanent disc golf course in Connecticut is located in Cranberry Park in Norwalk, CT which is a multi-use park with extensive trails and where dogs are not required to be on leash. There have never been any issues with others using the park and that is a testament to the disc golf community that pedestrians have the right of way.

**Scott Skates, 23 Oak Ridge Drive** – Mr. Skates asked Mr. Smolin to clarify if the walking paths at Cranberry Park have a similar layout to Pistol Creek with Pistol Creek's paths being former golf cart paths that follow the course play.

**Craig Smolin, Milford, CT** – Mr. Smolin replied to Mr. Skates stating that the Cranberry Park disc golf course is heavily wooded and added that there are ways to align the course to keep the discs from being aimed at pedestrians and homes.

**Andra Lou Millerd, 1231 Orchard Road** – Ms. Millerd stated that she is concerned about inexperienced players causing injuries to others using the park. Mayor Kaczynski confirmed that the Town would be liable for those injuries. She added that she is concerned that clearing areas of the park for the course would take away from the beauty of Pistol Creek and impact wildlife.

**Parks and Grounds Superintendent Steve Wood** stated that if there is a limitation of 40 feet for buffer, they will need to remeasure some of the holes before going back to the Conservation Commission and the Parks and Recreation Commission and before making any decisions.

Councilor Coppola inquired about other areas in town that can be looked into. Mr. Wood stated that other areas can be vetted.

Mayor Kaczynski stated that the disc golf course would be reevaluated.

Mayor Kaczynski closed the Public Hearing at 8:46 p.m.

## **I. NEW BUSINESS:**

### **1. Topic re: Discussion and possible action concerning the budget. – Town Clerk**

Town Manager Curley stated that as the second Budget Referendum did not pass, the budget was sent to the Board of Finance, and they did not make any changes. The budget now comes before the Town Council.

Mayor Kaczynski stated that with the Town budget results there is a large difference between the Too Low (90) and Too High (247) advisory question and he believes the Town budget should be lowered because of that. The difference between those numbers regarding the Board of Education (BOE) budget is very small.

Councilor Rosso stated that with the low turnout he would keep the budget the same as presented to voters. Councilor Atkinson agreed.

Councilor Coppola stated that at the first referendum the BOE budget did not pass, and the Council listened to the voters and reduced the BOE budget by \$50,000 so why would they not reduce the Town budget this time.

Mayor Kaczynski stated that although the turnout was small, those voters did come out to vote and there are numbers to show what they wanted. It is clear what the voters had to say about the Town budget.

Councilor Paonessa stated that he would also listen to the voters and suggested reducing the Town budget by a smaller amount than the BOE budget was reduced as the Town budget is smaller than the BOE budget.

Councilor Coppola stated that she struggles with the fact that the Town budget passed at the first referendum and, as George Millerd stated earlier, the intent of the Charter was to not send a passed budget back to a second referendum.

Councilor Pruzin stated that he believes that since the Town budget passed at the first referendum the Council should stick with that.

Councilor Paonessa moved to reduce the Town budget by \$25,000.

Seconded by Councilor Coppola.

Finance Director Kevin Delaney stated that the Town budget has to be reduced by line item and not by an arbitrary amount adding that the BOE budget can be reduced that way because the BOE budget is in itself a line item.

No vote taken.

Town Manager Curley made a suggestion for a line-item reduction for the Town budget, and it is to remove \$20,460 from the Contractual Services Account in Animal Control which was in place for cinder block partitions that need to be added to the Animal Control facility that are mandated by State statute, but the Town can push that project out a little longer.

Councilor Paonessa moved to amend the first motion and remove the Contractual Services line item of \$20,460 from the Animal Control Account.

Seconded by Councilor Coppola.

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

Opposed: Councilor Atkinson, Councilor Pruzin, Councilor Rosso

Vote being 3-3 (MOTION FAILED)

This item was temporarily tabled to allow Councilor Veach to join the discussion and vote.

Following agenda item #2 Councilor Veach joined the meeting via Zoom at 9:00 p.m.

Councilor Paonessa moved to remove agenda item #1 from the table.

Seconded by Councilor Coppola.

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

Opposed: Councilor Pruzin.

Vote being 6-1 (MOTION CARRIED)

Mayor Kaczynski reviewed the previous discussion with Councilor Veach and the reason for the removal of the line item from the Animal Control Account in the Town budget.

Councilor Paonessa moved to remove the Contractual Services line item of \$20,460 from the Animal Control Account.

Seconded by Councilor Coppola.

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

Opposed: Councilor Atkinson, Councilor Pruzin, Councilor Rosso

Vote being 4-3 (MOTION CARRIED)

2. **Topic re: Authorize the Town Manager to sign the pay grid authorizing the payment amount of \$4,349.45 to each Registrar. This is a balance due to cover hours worked in calendar year 2024. - Registrars of Voters**

Registrar of Voters (ROV) Christy Miano stated that this request is a follow-up to reconcile both Registrars' pay for hours worked as "election workers" during calendar year 2024. In order to eliminate the backlog for Same Day Registration during early voting and on election day the Registrars needed to prioritize duties and assist as election workers.

Registrar of Voters Joan Veley stated that they were told that if they were doing duties outside of the normal Registrars' duties, they would be able to charge the Town for hours worked as election workers. Ms. Veley stated that they were informed by the Finance Director that they would need to delay that payment until after the budget referendums as there may not be funds available in the

Non-Taxable Election Workers fund. Now that the second referendum has been held the Registrars are requesting payment for their time as election workers during the Presidential Election of 2024.

Ms. Miano clarified that with Early Voting being new in Connecticut, the ROV are allowed to perform “election worker” duties and added that the \$5,000 stipend they received from the Town last year was not going to cover the additional hours put in by the ROV during Early Voting.

Ms. Veley stated that as the ROVs were limited as to who they could hire as election workers due to the access they would be given to the State election system which led the ROV to have to assist with those duties.

Ms. Miano added that the ROV worked 18 days in a row and 70 hours per week and they are considered less than part time employees for the Town. The ROV brought these concerns to the Town Council a year ahead of time, but it had been tabled based on the “wait and see” approach. At this time, they would like to settle their payment for these extra hours. Ms. Miano added that she has an email from the previous Town Manager Aroscha Jayawickrema stating that the ROV would each be paid a \$5,000 stipend and they were to keep track of their actual hours worked.

Finance Director Kevin Delaney stated that Town policy does not allow employees to approve their own time, it must be approved by the next level up. This request for payment has not been approved now by two Town Managers and an Interim Town Manager. The ROV have each already been paid a \$10,000 stipend during this fiscal year and were also each paid two stipends during calendar year 2024.

Mr. Delaney stated that Town Manager Jayawickrema did request a full record keeping of hours by the ROV, and there are weeks with considerable hours worked and weeks with considerably less or no hours worked. The request for hours was to better understand all of the hours over the course of the year. Historically the average hours for the position was considered to be 20 hours with more hours during an election. The Board of Finance also requested the ROV to keep track of their hours over the course of a year. Town Manager Jayawickrema was not willing to approve additional pay until he had seen the comprehensive picture of the hours worked.

Councilor Coppola stated that in any case the work needed to be done whether it was by the Registrars or by someone they hired, and it would need to be paid to someone.

Town Manager Curley stated that in the fiscal year 2026 budget the ROV salaries were increased by 13% and added that this November is a municipal election year which is typically less busy than other election years.

Mayor Kaczynski stated that now that the ROV have received their salary increase for the next fiscal year along with their pay and stipends for past events they will not be asking for additional pay. Ms. Veley stated that would be up for discussion.

Councilor Atkinson stated that she is ok in this one specific instance with approving payment for the work that the Registrars did however this does not mean it will be done in the future.

Councilor Coppola stated that going forward all parties involved should sign off on what the agreement will be.

Councilor Atkinson moved to authorize the Town Manager to sign the pay grid authorizing the payment amount of \$4,349.45 to each Registrar. This is a balance due to cover hours worked in calendar year 2024.

Seconded by Councilor Rosso.

Vote being 7-0 (MOTION CARRIED)

Councilor Veach left the meeting at 9:25 p.m.

**3. Topic re: Approve a tax abatement for Kevin M. Budney Lifetime Trust for a 5,000 square foot expansion at 127 New Park Drive of 50% in year 1, 40% in year 2, and 30% in year 3 per the town's tax abatement policy. – Economic Development**

Economic Development Director Chris Edge stated that Budney Overhaul and Aerospace added a 5,000 square foot expansion to their building at 127 New Park Drive. The requested tax abatement would be based on the increase to the assessed value and the Economic Development Commission recommends that the Town Council approve this abatement.

Councilor Paonessa moved to approve a tax abatement for Kevin M. Budney Lifetime Trust for a 5,000 square foot expansion at 127 New Park Drive of 50% in year 1, 40% in year 2, and 30% in year 3 per the town's tax abatement policy.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

**4. Topic re: Approve the purchase of a new Leaf Collector from A-OK Turf Equipment using state contract #031121-ATE for an amount not to exceed \$75,732. - Timberlin Golf Course**

Director of Golf Sol Guerrero stated that the January 21, 2025 Town Council meeting the request to purchase of a leaf collector for Timberlin Golf Course was approved. A quote from A-OK Turf Equipment was received which reflects State Contract pricing.

Councilor Paonessa moved to approve the purchase of a new Leaf Collector from A-OK Turf Equipment using state contract #031121-ATE for an amount not to exceed \$75,732.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

**5. Topic re: Approve the purchase of IT infrastructure equipment, VMware support, Microsoft licensing and professional services from Winslow Technology Group of Waltham, MA for an**

**amount not to exceed \$245,000.00 using the state contracts listed above, this amount includes \$13,184.20 of contingency for this project. – IT**

Director of Information Technology Brian Freeman stated that the Police Department's servers and storage will reach end of life by August 2025. Almost every computer in the Police Department needs this infrastructure to operate including computer aided dispatch, the ability to write reports and book prisoners.

This project includes four servers, a shared storage device, VMware licensing and support, and licensing for the latest version of the Windows server operating system along with five years of support with the possibility of renewing after that time.

Councilor Paonessa moved to approve the purchase of IT infrastructure equipment, VMware support, Microsoft licensing and professional services from Winslow Technology Group of Waltham, MA for an amount not to exceed \$245,000.00 using the state contracts listed above, this amount includes \$13,184.20 of contingency for this project.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

- 6. Topic re: Affirm prior support for proposals from the Prudence Crandall Center, Berlin Lions Charities, Inc., and CCARC, Inc., for the 2025 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and approve the setting of a Public Hearing for Tuesday, June 3, 2025 at 7:00 p.m. to discuss the proposals from the Prudence Crandall Center, Berlin Lions Charities, Inc. and CCARC, Inc., for the 2025 CT NAA Tax Credit Program and to solicit citizen input. – Town Manager**

Town Manager Curley stated that this item was the subject of a Public Hearing this evening.

Town Clerk Kate Wall noted that this agenda item incorrectly references setting the Public Hearing which has already been held.

Councilor Paonessa moved to affirm prior support for proposals from the Prudence Crandall Center, Berlin Lions Charities, Inc., and CCARC, Inc., for the 2025 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)



**J. APPOINTMENTS:**

1. **Central Connecticut Health District** – Lecia Paonessa’s term will expire June 30, 2025. Reappointment or replacement term would be until June 30, 2028.
2. **Citation Hearing Officer** – Vacancy – Replacement term will be until January 31, 2027. Appointed by the Town Manager with confirmation by the Town Council.
3. **Conservation Commission – Vacancy** – Robert Ramsey has resigned. Replacement term would be until January 31, 2028. Can be filled with a D, R or U.
4. **Conservation Commission – Vacancy – Alternate** – Replacement term would be until January 31, 2026. Can be filled with a D or U.
5. **Constables – 4 Vacancies** – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).
6. **Housing Authority Commission – Vacancy** – Replacement term would be until March 31, 2030. Can be filled with a D or U.
7. **Inland Wetlands & Water Courses Commission – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U.
8. **Inland Wetlands & Water Courses Commission – Vacancy** – Gary Pavano Resigned. Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).
9. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** – Replacement term would be until January 31, 2026. Can be filled with a D or U.
10. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.
11. **Planning and Zoning Commission – Vacancy – Alternate** – Michael Paszczuk has resigned. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.
12. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2026. Can be filled with a D, R or U.
13. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).
14. **VNA – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Karen Pagliaro (D) of 221 Stillmeadow Lane for appointment to the VNA.

Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 in favor of Karen Pagliaro (D) to serve on the VNA. Term ending January 31, 2027.

15. **VNA – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
16. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
17. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
18. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
19. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

**K. TOWN MANAGER'S REPORT:**

- The Town Manager spoke with Fire Chief Jim Simons regarding an appreciation dinner for firefighters involved in fighting the Lamentation Mountain Fire and Mr. Simons stated that the best time to hold that would be after the Berlin Fair. The Town Manager will have Mr. Simons attend the next Town Council meeting to discuss ideas for that dinner and added that the stipends did go through for the firefighters.
- The Berlin email newsletter was launched to provide information to town residents on Town-related matters. The newsletter is currently available on the Town's Facebook page, but residents will have the ability to sign up to receive this newsletter via email.
- The Town Manager spoke with a representative from the voting tabulator company regarding the ability to extract information from the Budget Referendum questions that has been discussed recently, and it was determined that that information can not be obtained. He did suggest that changing the format of the question through Charter revision would be the best solution.

- The Town received the \$1 million STEAP grant that was applied for.
- Town Clerk Kate Wall pulled information on every charter change from 1994 to present including what was voted on and considered. That information was provided to the Town Council in their agenda packets.

**L. SPECIAL COMMITTEE REPORTS:**

The Ordinance Committee is sending the noise ordinance to the next Town Council meeting.

**M. COUNCILORS' COMMUNICATION:**

Councilor Coppola stated that the Berlin Police are doing their torch run for the Special Olympics from Southington to New Britain on Thursday which will run through Berlin.

Councilor Pruzin suggested recognizing the Veterans' Commission for the work they do for the town.

**N. ACCEPTANCE OF MINUTES:**

**May 20, 2025**

Councilor Paonessa moved to accept the Town Council Meeting Minutes of May 20, 2025 as presented.

Seconded by Councilor Coppola.

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

Abstain: Councilor Atkinson

Vote being 5-0-1 (MOTION CARRIED)

**O. EXECUTIVE SESSION:**

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

Councilor Paonessa moved to go into Executive Session; Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Eversource at 9:47 p.m. Invited in; Town Manager Curley and Corporation Counsel Donofrio.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

Executive Session ended at 10:00 p.m.

**P. ADJOURNMENT:**

Councilor Paonessa moved to adjourn at 10:00 p.m.

Seconded by Councilor Rosso.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Rosso, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting