

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

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/81725947077?pwd=RXGjo35TJhDrJncZOX9oIef2WZXVfy.1>

Meeting ID: 817 2594 7077

Passcode: 955547

+1-312-626-6799 # US (Chicago)

6:45 P.M. – Special Town Meeting

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 8, 2025 at 6:45 p.m. for the following purpose:

1. 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.
2. To approve a non-budgeted appropriation of \$1,000,000 from the general fund unassigned fund balance to the HVAC upgrades to Mary E. Griswold Elementary School (2023) fund account.

(Please note: To participate and vote during a Town Meeting when using Zoom you will need to identify yourself by name and address and have a working camera that is “on” during the Town Meeting.)

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, July 8, 2025
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MAYOR’S UPDATE

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

G. CONSENT AGENDA:

1. Topic re: Approve Berlin High School Class of 2026 to sell food and beverages at Berlin High School events during the 2025 – 2026 school year. – Parks and Recreation
2. Topic re: Confirmation of the Town Manager's appointment of John Fotis Diakum, 76 Hemlock Ridge, Berlin to serve a two-year term as the Town's Citation Hearing Officer from now to January 31, 2027. – Town Manager
3. Topic re: Accept the donations of \$450.00 and appropriate the funds to the Police K9 Program Expenditure Account. – Police
4. Topic re: Accept the donations of \$1,263.00 and appropriate the funds to the Police Cadet Program Expenditure Account. - Police
5. Topic re: Award compensation in the amount of \$1,510 to firefighters in order to remedy a clerical error. – Fire Administration
6. Topic re: Accept monetary donations totaling \$1,346.62 and deposit \$196.62 into the Unrestricted Donations account for the libraries greatest need and deposit \$1,150.00 into the Library Agency account for the acquisition of adult fiction books, and move to accept the donation of a one-year annual subscription to World Archaeology magazine with an approximate value of \$29.95 to be added to the libraries magazine collection. – Berlin-Peck Memorial Library
7. Topic re: Transfer \$140,500, 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
8. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$172.32 and supplies/medical care valued at \$100.00. - Animal Control

H. PUBLIC HEARINGS:

1. TO DISCUSS THE PROPOSED AMENDMENT TO THE NOISE ORDINANCE INCORPORATING FEEDBACK FROM SH ACOUSTICS.
2. TO AMEND "AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE" TO "AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION".

I. NEW BUSINESS:

1. Topic re: 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 remediate a moisture issue at Berlin High School, pending approval by the Board of Finance. - Facilities
2. Topic re: Approve a \$1,000,000 fiscal year 2025 non-budgeted appropriation of General Fund Unassigned Fund Balance to the Griswold-HVAC account in the Capital Non-Recurring Fund, pending approval by the Board of Finance. – Public Works
3. Topic re: Waive Rule 7 of the Town Council’s Rules and Procedures and that the Original Resolution adopted December 12, 2023 by the Town Council entitled “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE” (the “Original Resolution”), which is ratified, confirmed and adopted, is amended by increasing the appropriation by \$2,800,000 to a total of \$6,000,000, increasing the bond authorization by \$1,800,000 to a total of \$5,000,000 and authorizing the Town to fund the balance of the appropriation in the amount of \$1,000,000 with Town funds on hand and that the ordinance title shall now be “AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION.” – Town Clerk
4. Topic re: Accept the proposed amendments to the Noise Ordinance. – Town Manager
5. Topic re: Authorize the Town Manager to waive the bidding process for DPC, LLC Engineering to prepare engineering reports for the Berlin Turnpike and Middletown Road Sewer Pump Stations in the amount of \$31,000.00 as this is in the best interest of the Town. – Water Control
6. Topic re: Approve waiving the Town’s bidding requirements for NEXGEN for CAD/RMS systems and equipment using funds as are available in the Computer Support account up to \$30,000 as this is in the best interest of the Town. – Police Department
7. Topic re: Waive the Town’s bidding procedures and authorize the purchase of textbooks and software subscriptions in preparation for the State mandated reading program, as the materials are from a sole source, publishers Great Minds and Amplify Educational Software. – Board of Education
8. Topic re: Waive the Town’s bidding procedures and authorize the purchase of the Raptor Badge Alert System, a prepaid 36-month contract value of \$128,500, to maintain continuity within the Board of Education’s existing security software and take advantage of a \$27,750 cost savings as it is in the best interest of the Town. – Board of Education

9. Topic re: Waive the bidding process and authorize the Town Manager to enter a not to exceed contract amendment with James Mahoney of \$31,200 for economic development professional services to be paid from Economic Development Professional Services account, as this is in the best interest of the Town. - Economic Development
10. Topic re: Authorize the Town Manager to sign and return the Commitment to Fund totaling \$5,498,965.42 for the LOTCIP project to reconstruct Episcopal Road and Rowley Street to the Connecticut Department of Transportation. – Public Works
11. Topic re: Authorize the Town Manager and Town Staff to request at least an additional \$1,343,800.00 from the LOTCIP program in coordination with Capitol Region Council of Governments' Staff for the Kensington Road Bridge Replacement Project, and to authorize the Town Manager to sign and return a subsequent Connecticut Department of Transportation's Commitment to Fund letter at or above a total funding amount of \$3,302,800.00 should this funding request be approved. – Public Works
12. Topic re: Award the following contracts subject to funding approvals/appropriations from the Town Council and Board of Finance, in the total amount of \$10,116,000.00 inclusive of a total project contingency of \$835,342.00 which can be used to increase these contract/purchase order amounts a maximum of nine (9) percent at the discretion of the Public Building Commission:
 - Award Contract No. 2025-16 for the Unit Ventilator Replacement and HVAC Upgrade Project at the Mary E. Griswold Elementary School to All State Construction Inc of Farmington, CT in the amount of \$4,411,000.00.
 - Award Contract No. 2025-17 for the Unit Ventilator Replacement and HVAC Upgrade Project at the Richard D. Hubbard Elementary School to Sav-Mor Cooling & Heating, Inc of Southington, CT in the amount of \$3,708,500.00.
 - Award Contract No. 2025-20 for Construction Management Services for the Unit Ventilator Replacement and HVAC Upgrade Projects at Richard D. Hubbard and Mary E. Griswold Elementary Schools to Newfield Construction Group LLC of Hartford, CT in the amount of \$921,158.00.
 - Award Contract No. 2025-21 for Construction Phase MEP Design and Administration Services for the Mary E. Griswold and Richard D. Hubbard Elementary School HVAC Upgrade Projects to BL Companies New England, Inc. of Meriden, CT in the amount of \$133,000.00.
 - Award Contract No. 2025-22 for Construction Phase Architectural and Civil Engineering Design and Administration Services for the Mary E. Griswold and Richard D. Hubbard Elementary School HVAC Upgrade Projects to Friar Architecture Inc. of Farmington, CT in the amount of \$59,000.00.
 - Award Contract No. 2025-23 for Construction Phase Commissioning Services for the Mary E. Griswold and Richard D. Hubbard Elementary School HVAC Upgrade Projects to Sustainable Engineering Solutions, LLC of Rocky Hill, CT in the amount of \$48,000.00. – Public Building Commission

13. Topic re: Appoint the following individual to the America 250 – Berlin Commission: Kate Atkinson.
– Town Clerk

J. TOWN MANAGER'S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS' COMMUNICATION:

M. ACCEPTANCE OF MINUTES: June 17, 2025

N. ADJOURNMENT

**LEGAL NOTICE
TOWN OF BERLIN
SPECIAL TOWN MEETING**

July 8, 2025

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 8, 2025 at 6:45 p.m. for the following purpose:

1. 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.
2. To approve a non-budgeted appropriation of \$1,000,000 from the general fund unassigned fund balance to the HVAC upgrades to Mary E. Griswold Elementary School (2023) fund account.


Dated at Berlin, Connecticut this 23rd day of June 2025.

BERLIN TOWN COUNCIL

ATTEST: Kate Wall, Berlin Town Clerk

Publish Date: Thursday, July 3, 2025
New Britain Herald

Consent
Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager 
DATE: June 18, 2025
SUBJECT: Berlin High School Class of 2026, approval to sell food and beverages during the 2025 – 2026 school year

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, June 12, 2025 recommended approval for the Berlin High School Class of 2026 to sell food and beverages at Berlin High School events during the 2025 – 2026 school year.

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

FUNDING:

No funding needed.


ACTION NEEDED:

Move to approve Berlin High School Class of 2026 to sell food and beverages at Berlin High School events during the 2025 – 2026 school year.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services 

Consent
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: June 25, 2025

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

Summary of Agenda Item:

Town Ordinance #19-23 allows the zoning enforcement officer to serve a citation to anyone deemed in violation of the Town's zoning regulations. Anyone who was served such a citation may contest his liability before a Citation Hearing Officer. The Ordinance provides that "The Town Manager shall appoint, subject to the confirmation by the Town Council, a Citation Hearing Officer to conduct hearings authorized by this article." John Fotis Diakun has submitted his application for this position and I would like to appoint him, subject to the Council's confirmation.

Action Needed:

Confirmation of the Town Manager's appointment of John Fotis Diakun, 76 Hemlock Ridge, Berlin to serve a two-year term as the Town's Citation Hearing Officer from now to January 31, 2027.

Attachments:

Application ✓
Ordinance ✓

Prepared By: Kate Wall, Town Clerk




Status

Name John Fotis Diakun
Application Date 6/20/2025
Expiration Date 6/20/2124
Status Received

Board	Vacancies	Status
Citation Hearing Officer	1	Pending

Basic Information

Name
John Fotis Diakun
Resume File
 Download

Contact Information

Address
76 Hemlock Ridge
Berlin, CT 06037
Yes, I am a resident
Yes
Email
diakun.john@yahoo.com
Phone
8608788586

Occupation

Employer
City of New Britain
Job Title
City Attorney

What is your political party affiliation?
Republican

Number of years in Berlin
3 years

Educational Background (optional)
Law Degree

Current and Past Civic/Community Involvement
Police Commission (member) POCD Implementation Committee (member) Historic District Commission (member/secretary)
Planning & Zoning Commission (alternate)

Tell us why you feel qualified for this appointment
I have extensive experience in dealing with blight and zoning issues in my capacity as an attorney for the City of New Britain.

Can you think of any reason that a conflict of interest could arise if you were appointed?
To the extent that a conflict may arise with respect to my work as an attorney for the City of New Britain. In my 2 years as an alternate on PZC, this conflict, and the need to recuse myself, has rarely occurred.

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

RECEIVED FOR RECORD
BERLIN TOWN CT
2025 JUN 20 PM 12:35
Kathryn G. Wade
BERLIN, CT

Article 2. - Zoning Violations

Sec. 19-21. Definitions.

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

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

Sec. 19-22. Fine for zoning violation.

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

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

Sec. 19-23. Service of citation.

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

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

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


Sec. 19-24. Hearing procedure for citation.

- A) The town manager shall appoint, subject to the confirmation by the town council, a citation hearing officer to conduct the hearings authorized by this article. The citation hearing officer may not be an employee of the town and shall serve without compensation but may be reimbursed for actual expenses incurred in performing the duties of this office to the extent that funds have been made available by the town council. The citation hearing officer shall serve for a term of two (2) years, unless removed for cause.
- B) Any person served such a citation may make payment of the fine within thirty (30) days of such service. Such payment shall be delivered to the zoning enforcement officer and shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of such person making the payment.
- C) If the person cited fails to pay the fine within said thirty (30) day period, the zoning enforcement officer, pursuant to general statute § 7-152c, as amended, is authorized, at any time with twelve (12) months from the expiration of said thirty (30) day period to enforce said citation by sending said person a notice informing him of: (i) of the

allegations against him and the amount of the fine(s) due; (ii) that he may contest his liability before the citation hearing officer by delivering in person or by mail written notice within ten (10) days of the date thereof; (iii) that if he does not demand a hearing, an assessment of fine and judgment shall be entered against him; and (iv) that such judgment may issue without further notice.

- D) If the person sent the notice required by § c above, does not make full payment of the fine(s) and does not make written demand for a hearing before the citation hearing office within ten (10) days of the notice provided for in § c above, he shall be deemed to have admitted liability, and the zoning enforcement officer shall certify such person's failure to respond to the citation hearing officer. The citation hearing officer shall thereupon enter and assess the fine(s) provided for by this article.
- E) If a hearing is requested, it shall be conducted in accordance with the provisions of state statute § 7-152c(e).
- F) The failure to pay the assessment of any fine(s) made by the citation hearing officer can result in a superior court judgment as provided by state statute § 7-152c(f) subject to judicial review as provided in state statute § 7-152c(g).

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

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager 
DATE: June 25, 2025
SUBJECT: Donations for K9 Program

Summary of Agenda Item:

The Police Department has received \$450.00 in donations from Liam Mitchell to the K9 Program.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the K9 Program Expenditure Account # 100.15.1532.0.53225.00000.

Funding

No funding needed.

Action Needed:

Move to accept the donations of \$450.00 and appropriate the funds to the Police K9 Program Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe 

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: June 25, 2025

SUBJECT: Donations for Police Cadet Program

Summary of Agenda Item:

The Police Department has received \$1,263.00 in donations from Berlin Little league (100), Donna Barrows (200) and Misc. donations of \$963 from a cadet bake sale fundraiser to the Police Cadet Program.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the Cadet Program Expenditure Account # 100.15.1532.0.53472.00000.

Funding

No funding needed.


Action Needed:

Move to accept the donations of \$1,263.00 and appropriate the funds to the Police Cadet Program Expenditure Account.

Attachments:

None

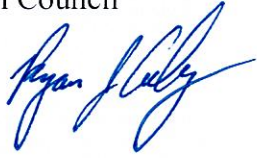
Prepared By:

Deputy Chief Drew Gallupe 

Consent
5

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager 

DATE: June 30, 2025

SUBJECT: Correction to Hawthorne Fire Firefighter Compensation

Summary of Agenda Item:

On April 22, 2025, the Town Council voted to authorize compensation not to exceed \$48,640 for firefighters involved in firefighting and standby duties related to the Hawthorne Fire.

Subsequently, it was discovered that a clerical error resulted in the undercounting of 75.5 standby hours. As a result, several firefighters were not paid for their time.

The impact of correcting this error will be \$1,510 (75.5 hours x \$20/hour).

Funding:

Account 196.05.0507.0.54000.00166, Disaster Recovery Initiatives.


Action Needed:

Move to award compensation in the amount of \$1,510 to firefighters in order to remedy a clerical error.

Attachments:

None

Prepared By:


Jim Simons, Fire Chief



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 30-Jun-25

Fire fighters standby duty pay for Hawthorne Fire		Requested by:	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Fire Fighters Standby Hours (75.5 hours x \$20/hour)	\$1,510.00	\$1,510.00
			-
			-
			-
			-
			-
TOTAL			\$1,510.00

Account No. 196.05.0507.0.54000.00166- Disaster Recovery Initiatives

Budgeted Amount.....	\$224,212.46	Available balance.....	\$10,163.64
Encumbrances to Date.....	\$3,500.00	Amount Needed for This Package.....	\$1,510.00
Expenditures to Date.....	\$210,548.82	Available Balance After Purchase.....	\$8,653.64

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:

Diane 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

Consent
Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: June 27, 2025

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash				
	50.00	Unrestricted Donations	libraries greatest need in memory of Audrey Bertagna	Deborah and David Kelley
	96.62	Unrestricted Donations	libraries greatest need in memory of Audrey Bertagna	Cynthia Robarge
	50.00	Unrestricted Donations	libraries greatest need in memory of Audrey Bertagna	Joseph and Suzanne Petretta
	1,000.00	Library Agency Acct.	for the purchase of adult fiction books	Ronald and Beverly Cook Fund
	150.00	Library Agency Acct.	adult books in memory of Noah Paul Bourdon	Marie T. Bogdanski
	1,346.62			
Equip/Merch				
	29.95	one year subscription to World Archaeology magazine	to be added to magazine collection	Sylvia Riley
	29.95			

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$1,346.62 and deposit \$196.62 into the Unrestricted Donations account for the libraries greatest need and deposit \$1,150.00 into the Library Agency account for the acquisition of adult fiction books, and move to accept the donation of a one-year

annual subscription to World Archaeology magazine with an approximate value of \$29.95 to be added to the libraries magazine collection.

Attachments:

n/a

Prepared By:

Carrie Tyszka, Library Director

A handwritten signature in black ink, appearing to be 'CT' or 'Carrie Tyszka', written in a cursive style.

Consent

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: June 30, 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 \$140,500, 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
July 8, 2025

Department	GL Account #		From	To	Explanation
Police	001.15.1532.0.51140.00000	Police Personnel			
	001.15.1532.0.52200.00000	Pension	\$12,500.00	\$25,000.00	Holiday payouts were higher than budgeted.
	001.15.1532.0.51420.00000	Grant Overtime	\$12,500.00		
Nurses	001.30.3053.0.51145.00000	Nurses		\$7,500.00	
	001.30.3053.0.52010.00000	Worker's Compensation	\$5,000.00		Due to overtime, the Nurses line in the VNA exceeded the adopted budget.
	001.30.3053.0.51125.00000	Mid-Manager's Personnel	\$2,500.00		
Golf Course	001.25.2543.0.51135.00000	Blue Collar Personnel		\$7,000.00	Due to a mid-year wage adjustment to reflect increased duties and higher than budgeted 9-month Blue Collar hours, the Blue Collar line exceeded the adopted budget.
	001.25.2543.0.53106.00000	Vehicle Fuel	\$7,000.00		
	001.25.2543.0.51160.00000	Starters & Rangers		\$10,000.00	
Golf Course	001.25.2543.0.52110.00000	Unemployment Compensation	\$4,900.00		Due to the minimum wage increase and the number days the course was open in the spring season, the Starters & Rangers exceeded the adopted budget.
	001.25.2543.0.51400.00000	Overtime	\$1,600.00		
	001.25.2543.0.52010.00000	Worker's Compensation	\$3,500.00		
Golf Course	500.25.2543.0.54000.01729	Capital Equipment		\$41,000.00	
	001.25.2543.0.53917.00000	Water & Sewer	\$12,500.00		
	001.25.2543.0.53941.00000	Bank Charges	\$8,500.00		The Golf Course is projected to finish on budget with revenue and underbudget with expenses. A portion of this favorability in operating expenses is being used to cover higher than budgeted personnel costs, and the remainder of projected surplus is proposed to be transferred to the Capital Non-Recurring Fund (Capital Equipment account) to purchase capital equipment at the course.
Golf Course	001.25.2543.0.53106.00000	Vehicle Fuel	\$8,000.00		
	001.25.2543.0.53202.00000	Irrigation	\$5,000.00		
	001.25.2543.0.53243.00000	Fertilizer, Seed & Chem.	\$5,000.00		
Golf Course	001.25.2543.0.53102.00000	Electricity	\$2,000.00		
	001.35.3561.0.51145.00000	Nurses		\$10,000.00	
	001.35.3561.0.52100.00000	Social Security	\$5,000.00		Due to the retirement vacation payout of a tenured school nurse, the line exceeded the adopted budget.
Schools	001.35.3561.0.52200.00000	Pension	\$5,000.00		
	001.35.3561.0.51100.00000	Mid-Manager Personnel		\$4,000.00	Due to a higher than budgeted vacation payout, the line exceeded the adopted budget.
	001.05.0510.0.51540.00000	In Lieu of Sick Pay (Retiree)	\$4,000.00		
Registrars	001.05.0510.0.51540.00000	Election Workers		\$6,000.00	Due to the number of hours worked, including early voting, poll worker pay was moved to the Election Worker line so that social security and medicare may be withheld in compliance with IRS regulations.
	001.05.0510.0.53815.00000	Non-Taxable Election Worker's	\$6,000.00		
	GENERAL FUND TOTAL		<u>\$110,500.00</u>	<u>\$110,500.00</u>	
Water	843.50.5092.0.51135.00000	Blue Collar Personnel		\$15,000.00	The increase in the Blue Collar contract was higher than budgeted for FY25.
	843.50.5096.0.53814.00000	Contractual Services	\$15,000.00		
	844.55.5592.0.51135.00000	Blue Collar Personnel		\$15,000.00	The increase in the Blue Collar contract was higher than budgeted for FY25.
Sewer	844.55.5596.0.53814.00000	Contractual Services	\$15,000.00		
	WATER CONTROL TOTAL		<u>\$30,000.00</u>	<u>\$30,000.00</u>	
	CAPITAL PROJECTS TOTAL		<u>\$0.00</u>	<u>\$0.00</u>	
GRAND TOTAL		<u>\$140,500.00</u>	<u>\$140,500.00</u>		



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Registrars	Fiscal Year:	FY2025	Date:	6/19/25
To Acct #:	Description:	Amount:	Requested by:		
001.05.0510.0.51540.00000	Election Workers	\$6,000.00	C. Miano/J. Veley		
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:		
001.05.0510.0.53815.00000	Non-Taxable Election Worker's	\$6,000.00			

Contingency Balance (If applicable):

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

Due to the number of hours worked, including early voting, poll worker pay was moved to the Election Worker line so that social security and medicare may be withheld in compliance with IRS regulations.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:
			6/18/25
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:	Police	Fiscal Year:	FY2025	Date:	6/25/25
To Acct #:	Description:	Amount:	Requested by:		
001.15.1532.0.51140.00000	Police Personnel	\$25,000.00	D. Gallupe		
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:		
001.15.1532.0.52200.00000	Pension	\$12,500.00	HSD		
001.15.1532.0.51420.00000	Grant Overtime	\$12,500.00			

Contingency Balance (If applicable):

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

Holiday payouts were higher 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: 6/30/25
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:	Golf Course	Fiscal Year:	FY2025	Date:	6/28/25
To Acct #:	Description:	Amount:	Requested by:		
001.25.2543.0.51135.00000	Blue Collar Personnel	\$7,000.00	S. Guerrero		
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:		
001.25.2543.0.53106.00000	Vehicle Fuel	\$7,000.00	VD		

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 mid-year wage adjustment to reflect increased duties and higher than budgeted 9-month blue collar hours, the Blue Collar line exceeded the adopted 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:
			6/30/25
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:



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Golf Course	Fiscal Year:	FY2025	Date:	6/28/25
To Acct #:	Description:	Amount:	Requested by:		
001.25.2543.0.51160.00000	Starters & Rangers	\$10,000.00	S. Guerrero		
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:		
001.25.2543.0.52110.00000	Unemployment Compensation	\$4,900.00			
001.25.2543.0.51400.00000	Overtime	\$1,600.00			
001.25.2543.0.52010.00000	Worker's Compensation	\$3,500.00			

Contingency Balance (If applicable):

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

Due to the minimum wage increase and the number of days the course was open in the spring season, the Starts & Rangers exceeded the adopted 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: 6/30/25
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:	Golf Course	Fiscal Year:	FY2025	Date:	6/30/25
To Acct #:	Description:	Amount:	Requested by:		
500.25.2543.0.54000.01729	Capital Equipment	\$41,000.00	S. Guerrero		

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

From Acct #:	Description:	Amount:	Approved by:
001.25.2543.0.53917.00000	Water & Sewer	\$12,500.00	
001.25.2543.0.53941.00000	Bank Charges	\$8,500.00	
001.25.2543.0.53106.00000	Vehicle Fuel	\$8,000.00	
001.25.2543.0.53202.00000	Irrigation	\$5,000.00	
001.25.2543.0.53243.00000	Fertilizer, Seed & Chem.	\$5,000.00	
001.25.2543.0.53102.00000	Electricity	\$2,000.00	

Contingency Balance (If applicable):

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

The Golf Course is projected to finish on budget with revenue and underbudget with expenses. A portion of this favorability in operating expenses is being used to cover higher than budgeted personnel costs, and the remainder of projected surplus is proposed to be transferred to the Capital Non-Recurring Fund (Capital Equipment account) to purchase capital equipment at the course.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 6/30/25
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:	VNA	Fiscal Year:	FY2025	Date:	6/25/25
To Acct #:	Description:	Amount:	Requested by:		
001.30.3053.0.51145.00000	Nurses	\$7,500.00	E. Halas		
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:		
001.30.3053.0.52010.00000	Worker's compensation	\$5,000.00			
001.30.3053.0.51125.00000	Mid-Manager's Personnel	\$2,500.00			

Contingency Balance (If applicable):

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

Due to overtime, the Nurses line in the VNA exceeded the adopted 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: 6/30/25
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:	Schools	Fiscal Year:	FY2025	Date:	6/28/25
To Acct #:	Description:	Amount:	Requested by:		
001.35.3561.0.51145.00000	Nurses	\$10,000.00	E. Halas		
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:		
001.35.3561.0.52100.00000	Social Security	\$5,000.00			
001.35.3561.0.52200.00000	Pension	\$5,000.00			

Contingency Balance (If applicable):

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

Due to the retirement vacation payout of a tenured school nurse, the line exceeded the adopted 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:	6/30/25
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:	Schools	Fiscal Year:	FY2025	Date:	6/28/25
To Acct #:	Description:	Amount:	Requested by:		
001.35.3561.0.51125.00000	Mid Manager Personnel	\$4,000.00	E. Halas		
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:		
001.35.3561.0.51100.00000	Department Head	\$4,000.00			

Contingency Balance (If applicable):

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

Due to a higher than budgeted vacation payout, the line exceeded the adopted 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:
			6/30/25
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:



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Water Control	Fiscal Year:	FY2025	Date:	6/19/25
To Acct #:	Description:	Amount:	Requested by:		
844.55.5592.0.51135.00000	Blue Collar Personnel	\$15,000.00	R. Jarema		
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:		
844.55.5586.0.53814.00000	Contractual Services	\$15,000.00	KD		

Contingency Balance (If applicable):

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

The increase from the BC contract was higher than budgeted for FY25.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 6/18/25
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:	Water Control	Fiscal Year:	FY2025	Date:	6/19/25
To Acct #:	Description:	Amount:	Requested by:		
843.50.5092.0.51135.00000	Blue Collar Personnel	\$15,000.00	R. Jarema		
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:		
843.50.5086.0.53814.00000	Contractual Services	\$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):

The increase from the BC contract was higher than budgeted for FY25.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 6/18/25
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:

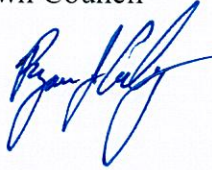
Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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Consent

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: June 30, 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*
6/1/25-6/30/25	\$101.00 (cash)	Animal Care	Bella Fantozzi, Berlin
	\$40.00 (cash)	Animal Care	Sandra Bennett, Middletown
	\$31.32 (cash)	Animal Care	Kristy Koyama, Newington
	\$100.00 (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 \$172.32 and supplies/medical care valued at \$100.00

ATTACHMENTS:

Thank you notes ✓

PREPARED BY: Kate Matson, Animal Control





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

June 12, 2025

Sandra Bennett
194 Liberty Street
Middletown, CT 06457

Dear Sandra,

Thank you so much for the very generous monetary donation! We truly appreciate you thinking of us and the animals we care for! Thank you for caring and helping that baby squirrel. I named him Potato!

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

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



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

June 18, 2025

Kristy Koyama
2172 Berlin Turnpike
Newington, CT 06111

Dear Kristy,

Thank you so much for the very generous monetary donation, the food and toys. We truly appreciate you thinking of us and the animals we care for! Please thank all of the children at your Life Way Learning Center for us, please let them know they did such a beautiful job decorating the boxes.

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

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



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

June 9, 2025

Bella Fantozzi
45 Hemlock Ridge
Berlin, CT 06037

Dear Bella,

Thank you so much for the very generous monetary donation! I was impressed by your creativity to sell your handmade bracelets at the Memorial Day parade to raise money for us! I am once again very humbled by your generosity and thoughtfulness. "Honey" says hello and would love a visit again soon.

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

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

**NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN
JULY 8, 2025**

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, July 8, 2025 at 7:00 p.m. for the purpose of holding a public hearing as follows:

1. TO DISCUSS THE PROPOSED AMENDMENT TO THE NOISE ORDINANCE INCORPORATING FEEDBACK FROM SH ACOUSTICS.
2. TO AMEND "AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE" TO "AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION".

Dated at Berlin, Connecticut this 23rd day of June 2025.

Kathryn J. Wall
Town Clerk

Publication Date:
July 3, 2025
New Britain Herald

Public Hearing

- 1. Call to Order – Mark Kaczynski, Mayor (time)**
- 2. Purpose of Public Hearing**
- 3. Public Comments**
- 4. Town Council Comments**
- 5. Close Public Hearing at (time)**

NOISE

- § 7-60 Declaration of purpose.
- § 7-61 Definitions.
- § 7-62 Noise zones.
- § 7-63 Sound levels.
- § 7-64 Motor vehicle noise.
- § 7-65 Exhaust discharge.
- § 7-66 Certain sounds excluded.
- § 7-67 Exemptions.
- § 7-68 Instruments and measurements.
- § 7-69 Administration and enforcement.
- § 7-70 Violations and penalties.
- § 7-71 Variances.
- § 7-72 Coordination with other laws.
- § 7-73 Compliance with Chapter no defense to nuisance claim.
- § 7-74 Severability.

§ 7-60 Declaration of purpose.

Excessive noise poses a danger to the health, safety, and welfare of persons within the Town of Berlin and a detriment to their quality of life. Therefore, this Chapter is enacted to promote an environment free from noise that jeopardizes the health, safety, welfare, and quality of life of persons within the Town of Berlin through the control, reduction, and prevention of excessive sound and vibration.

§ 7-61 Definitions.

When used in this Chapter, the terms below shall have the following meanings:

AMBIENT SOUND - The sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this Ordinance and excluding the contribution of extraneous sound sources. For

purposes of the enforcement of this Ordinance, the ambient sound level of a given location may be determined based upon measurements taken at a comparable site (which includes but is not limited to comparable physical locations and time of day) in the nearby area.

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BACKGROUND NOISE – Noise which exists at a point as a result of the combination of many distant sources, individually indistinguishable. In statistical terms, it is the level which is exceeded 90% of the time (L90) in which the measurement is taken.

CONSTRUCTION – Any site preparation, assembly, erection, substantial repair, alteration, or similar action, but excluding demolition for or of public or private rights-of-way, structures, utilities, or similar property.

DAY – From 7:00 a.m. to 9:00 p.m., local time.

DECIBEL – A logarithmic unit of measure used in measuring magnitudes of sound. The symbol is dB.

DEMOLITION – Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

EMERGENCY – Any occurrence involving actual or imminent danger to persons or damage to property which demands immediate action.

EMITTER – The person who creates, causes to be created, or allows the noise.

EXCESSIVE NOISE – Any sound, the intensity of which exceeds the standards set forth in § 7-63 of this Chapter.

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IMPULSE NOISE – A sound of short duration, usually less than one (1) second, and a high intensity, with an abrupt onset and rapid delay. Examples include an explosion, a discharge of a firearm, or a screech.

INFRASONIC SOUND – Sound-pressure variations having frequencies below the audible range for humans.

MOTOR VEHICLE – Defined as per § 14-1(59) of the Connecticut General Statutes.

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NIGHT – From 9:00 p.m. until 12:00 midnight, and from 12:00 midnight until 7:00 a.m.

NOISE SOURCE – Any individual, equipment, machine or other item or thing that creates a sound.

PEAK SOUND-PRESSURE LEVEL – The absolute maximum value of the instantaneous sound-pressure level occurring in a specified period of time.

PERSON – Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

RECEPTOR – The person who receives the noise impact.

SOUND – A transmission of energy through solid, liquid, or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND LEVEL – The A-weighted sound pressure level, expressed in decibels (dBA), measured on a sound level meter properly calibrated and operating on the A-weighting network.

SOUND LEVEL METER – An instrument which includes a microphone, amplifier, RMS detector, integrator or averager, output meter and weighting networks used to take sound level measurements, which should conform, at a minimum, to the requirements set forth in the American National Standards Institute's American National Standard for Sound Level Meters [ANSI S.1.5 – 1971 (Type S2A) Sound Level Meter].

ULTRASONIC SOUND – Sound-pressure variations having frequencies above the audible sound spectrum for humans.

VARIANCE – A difference between the standards which are required by this ordinance and that which is permitted to exist.

VIBRATION – An oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity, or acceleration with respect to a given reference point.

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§ 7-62 Noise zones.

Noise zone means an individual unit of land or a group of contiguous parcels under the same ownership as indicated by public land records and, as related to noise emitters, includes contiguous publicly dedicated street and highway rights-of-way, railroad rights-of-way, and waters of the State.

Noise zones within the Town of Berlin shall be classified as to zoning applicable for the parcel or tract of land and the surrounding parcels or tracts. Noise zones specified herein shall correspond to the following zoning descriptions in the Zoning Regulations and Zoning Map of the Town of Berlin.

Zone	Actual or Intended Use	Current Zoning*
A	Residential	R-86,R-43,R-21,R-15,R-11, R-7, PR-1, PR-2, PR-3, POR, OP, MR-1, MR-2, and WHD
B	Commercial	PS-A,PS-B,SP-DD,GC, BT-1, BT-2, CCD-1, CCD-2, SP-DD 2, SP-DD Overlay, and BT-D
C	Industrial	OT,OT-2,GI,GI-2, PI, PI-2, POD

*Based on the Zoning Regulations and Zoning Map of the Town of Berlin.

§ 7-63 Sound levels.

- A. It shall be unlawful for any person to emit or cause to be emitted any sound beyond the boundaries of his/her/its premises so as to violate any provisions of this Chapter.
- B. Sound level standards. No person shall emit or cause to be emitted

sound beyond the boundaries of his/her/its premises exceeding the levels stated in the table below and applicable to adjacent residential (Zone A), commercial (Zone B), or industrial (Zone C) zones when measured on a receptor's premises:

Emitter's Noise Zone	Receptor's Noise Zone			
	Zone C Receptor	Zone B Receptor	Zone A/Day Receptor	Zone A/Night Receptor
Zone A Emitter	62 dBA	55 dBA	55 dBA	45 dBA
Zone B Emitter	62 dBA	62 dBA	55 dBA	45 dBA
Zone C Emitter	70 dBA	66 dBA	61 dBA	51 dBA

- C. High background noise levels. In those individual cases where the background noise levels caused by sources not subject to this Chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five (5) dBA, provided that no source subject to the provisions of this Chapter shall emit noise in excess of eighty (80) dBA at any time, and provided that this section does not decrease the permissible noise level standards of Subsection B of this section.
- D. Impulse noise.
1. No person shall cause or allow the emission of impulse noise in excess of eighty (80) decibels peak sound-pressure level during the nighttime to any residential noise zone.
 2. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) decibels peak sound-pressure level at any time in any noise zone.
- E. Infrasonic and ultrasonic sound.
- No person shall emit beyond his/her/its property infrasonic or ultrasonic sound in excess of one hundred (100) decibels at any time.

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F. Allowable Decibel Levels – Octave Band Measurement.

If the emitting source produces a “pure tone” condition, defined for purposes of this Ordinance as occurring when any third octave band center frequency sound pressure level exceeds the two adjacent center frequency sound pressure levels by 3 decibels or more, such condition shall be a violation of this Ordinance.

No person shall cause or permit a sound source operating in connection with any commercial or business enterprise to exceed the decibel levels in the designated octave bands shown immediately below as measured within a receiving property as specified therein.

Octave Band Frequency (Hz)	<u>Max Sound Pressure Levels (dB) as measured within a receiving property as specified below</u>	
	<u>Residential receiving property for mixed use buildings and residential buildings (as measured within any room of the residential portion of the building with windows open, if possible).</u>	<u>Commercial receiving property (as measured within any room containing offices within the building with windows open, if possible).</u>
<u>31.5</u>	<u>70</u>	<u>74</u>
<u>63</u>	<u>61</u>	<u>64</u>
<u>125</u>	<u>53</u>	<u>56</u>
<u>250</u>	<u>46</u>	<u>50</u>
<u>500</u>	<u>40</u>	<u>45</u>
<u>1000</u>	<u>36</u>	<u>41</u>
<u>2000</u>	<u>34</u>	<u>39</u>
<u>4000</u>	<u>33</u>	<u>38</u>
<u>8000</u>	<u>32</u>	<u>37</u>

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§ 7-64 Motor vehicle noise.

- A. All motor vehicles operating within the limits of the Town of Berlin shall be subject to the noise standards and decibel levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes. This section shall apply to all recreational motorized vehicles, whether or not duly licensed and registered, including but not limited to commercial or noncommercial racing vehicles, motorcycles, go-carts, snowmobiles, campers, and dune buggies.
- B. No sound-amplifying devices on or within motor vehicles shall emit noise in excess of the noise standards and decibel levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.
- C. No person shall operate, or cause to be operated, any recreational motorized vehicle off a public right-of-way in such a manner that the sound level emitted therefrom exceeds the noise standards and decibel levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.

§ 7-65 Exhaust discharge.

No person shall discharge into the ambient air the blow-down of any steam vent of the exhaust of any stationary internal combustion engine or air compressor equipment unless such discharge is through a muffler or through an apparatus providing equal noise reduction.

§ 7-66 Certain sounds excluded.

This Chapter shall not apply to:

- A. Sound generated by natural phenomena, including but not limited to wind, storms, insects, birds, amphibious creatures, and water flowing in its natural course.
- B. The unamplified sound of human voices.

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- C. The unamplified sound made by any wild or domestic animal.
- D. Sound created by bells, carillons or chimes associated with specific religious observances.
- E. Sound created by a public emergency sound signal attached to any authorized emergency vehicle in the immediate act of responding to an emergency or located within or attached to a building, pole, or other structure for the purpose of sounding an alarm relating to fire or civil preparedness.
- F. Sound created by safety and protective devices, provided that such device is sounded as a warning of imminent danger or from the release of pressure buildup.
- G. Sound created by intrusion alarms, provided that the emission of noise from such devices, from the time of activation of audible signal, does not exceed ten (10) minutes when attached to any vehicle or thirty (30) minutes when attached to any building or structure. The repetition of activation of the audible signal of an intrusion alarm due to malfunction, lack of proper maintenance, or lack of reasonable care shall be considered excessive noise.
- H. Backup alarms required by Occupational Safety and Health Administration (OSHA) or other municipal, state, or federal safety regulations.
- I. Farming equipment or farming activity.

§ 7-67 Exemptions.

The following noise shall be exempted from the provisions of this Chapter.

- A. Noise created by signal testing, principally siren-tested by city fire departments and civil preparedness units.
- B. Noises created by snow removal equipment at any time, provided that noise discharged from exhausts is adequately muffled to prevent loud noises therefrom.

- C. Noise created by blasting, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. or at such other specified hours provided for in the permits necessary to conduct such activity. Per Connecticut law, blasting is prohibited on Sundays.
- D. Noise generated by the operation of any tools or equipment used in construction, drilling, or demolition work between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and Saturdays and between the hours of 8:00 a.m. and 6:00 p.m. on Sundays and Holidays provided that the noise generated therefrom does not exceed the limits set forth in §§ 7-62 and 7-63. This section does not apply to the use of domestic power tools subject to §E. below.
- E. Noise generated by the operation of any mechanically powered or gasoline powered saw, drill, sander, grinder, lawn, landscaping, or garden tool, leaf blower, or other domestic power tool or equipment between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturdays and between the hours of 8:00 a.m. and 6:00 p.m. on Sundays and Holidays provided that the noise generated therefrom does not exceed the limits set forth in §§ 7-62 and 7-63. This section does not apply to the use of snow-removal equipment [see § B herein].
- F. Noise created by on-site recreational or sporting activity that is sanctioned by town government, provided that the noise created by the activity is adequately muffled to prevent loud noises therefrom.
- G. Patriotic or public celebrations not extending longer than one calendar day, such as parades, carnivals, and firework displays, are exempted, provided that any necessary permits have been obtained.
- H. Noise created by aircraft or components designed for or utilized in the development of aircraft.
- I. Noise from the activities conducted at the Mattabassett Gun Club in accordance with the Club's Rules and Regulations.
- J. Noise from lawfully operated backup power generators.
- K. Noise from lawfully authorized construction performed by the State of Connecticut or Town of Berlin (including their respective contractors

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and/or subcontractors) during the otherwise off hours of 8:00p.m.-7:00a.m.

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§ 7-68 Instruments and measurements.

- A. Instruments used to determine sound level measurements shall conform to sound level meters as defined by this Chapter.
- B. All personnel conducting sound measurements shall be trained and experienced in the current techniques and principles of sound measuring equipment and instrumentation.
- C. The general steps listed below shall be followed when preparing to take sound level measurements:
 - 1. The instrument manufacturer's specific instructions for the preparation and use of the instrument shall be followed.
 - 2. Measurements shall be taken at a point that is located about one (1) foot beyond the property line of the emitter's premises within the receptor's premises. The emitter's premises include his/her/its individual unit of land or group of contiguous parcels under the same ownership as indicated by public land records.
 - 3. While measurements are being recorded, a continual visual and aural surveillance of extraneous sound sources shall be made to ensure that the measurements are due to the sound being investigated. The sound levels of extraneous sound sources shall be recorded.

§ 7-69 Administration and enforcement.

- A. The Town Manager shall appoint a Town employee to enforce the provisions of this Ordinance and carrying out the purpose of this Chapter as specified in § 7-60. The Chief of Police, or his designated representative, shall have the authority to investigate complaints of noise pollution in coordination with the Town employee appointed by the Town Manager and the Chief, his designee or the Town employee appointed by the Town Manager shall have authority to issue citations

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for violations of this Chapter.

B. Inspections.

1. For the purposes of determining compliance with the provisions of this Chapter, the Chief of Police or his designated representative and/or the Town employee appointed by the Town Manager is hereby authorized to make inspections of all noise sources and to take measurements and make tests, whenever necessary, to determine the quantity and character of noise. In the event that any person refuses or restricts entry and free access to any part of a premise, or refuses inspection, testing, or noise measurement of any activity, device, facility, or process where inspection is sought, the Town may seek from the appropriate court a warrant, without interference, restriction, or obstruction, at a reasonable time, for the purpose of inspecting, testing, or measuring noise.
2. It shall be unlawful for any person to refuse to allow or permit the Chief of Police or his designated representative, or the Town employee appointed by the Town Manager, free access to any premise, when the Chief of Police or his designated representative or the appointed Town employee is acting in compliance with a warrant for inspection and order issued by the appropriate court.
3. No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized person while in the performance of his/her duties under this Chapter.

§ 7-70 Violations and penalties.

- A. No person shall violate or cause the violation of the provisions of this Chapter.
- B. Any person in violation of the provisions of this Chapter shall be fined one hundred dollars (\$100.00) for the initial violation.
- C. Each day on which a violation occurs or continues shall be considered a separate violation of this chapter. For the second violation and each

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additional violation thereafter, the fine imposed shall be two hundred dollars (\$200.00).

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§ 7-71 Variances.

- A. Any person living or doing business in the Town of Berlin may apply to the Town Council for a variance or partial variance from one or more of the provisions of this Chapter, which are more stringent than the Connecticut Department of Energy and Environmental Protection's regulations for the control of noise, provided that the applicant supplies the following information to the Town Council at least thirty (30) days prior to the start of such activity:
1. The location and nature of the activity;
 2. The time period and hours of operation of the activity;
 3. The nature and intensity of the noise that will be generated;
 4. The reason for which the variance is required; and
 5. Any other information required by the Board of Selectmen.
- B. No variance from this Chapter shall issue unless it has been demonstrated that:
1. The proposed activity will not violate any provisions of the Connecticut Department of Energy and Environmental Protection's regulations;
 2. The noise levels generated by the proposed activity will not constitute a danger to the public health; and
 3. Compliance with this Chapter constitutes an arbitrary or unreasonable hardship upon the applicant without equal or greater benefits to the public.
- C. The application for variance shall be reviewed and either approved or rejected at least five (5) days prior to the proposed start of the

activity. The approval or rejection shall be in writing and shall state the condition(s) of approval, if any, or the reason(s) for rejection.

- D. Failure of the Town Council to rule on an application in the designated time shall constitute approval of the variance.
- E. Any person holding a variance and needing an extension of time may apply for a new variance under the provisions of this section. Any such application shall include a certification of compliance with any condition(s) imposed under the previous variance.

§ 7-72 Coordination with other laws.

- A. Nothing in this Chapter shall authorize the construction or operation of a stationary noise source in violation of the requirements of any other applicable state law or regulation.
- B. Nothing in this Chapter shall authorize the sale, use, or operation of a noise source in violation of the laws and regulations of the Connecticut Department of Energy and Environmental Protection, Connecticut Department of Motor Vehicles, the Federal Aviation Administration, the U.S. Environmental Protection Agency, or any amendments thereto.

§ 7-73 Compliance with Chapter no defense to nuisance claim.

Nothing in any portion of this Chapter shall in any manner be construed as authorizing or legalizing the creation or maintenance of a nuisance, and compliance of a source with this Chapter is not a bar to a claim of nuisance by any person. A violation of any portion of this Chapter shall not be deemed to create a nuisance per se.

§ 7-74 Severability.

If any provision of this Chapter or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of any other part of this Chapter which can be given effect without the invalid provisions or application; and to this end, the provisions of this Chapter and the various applications thereof are declared to be severable.

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| SECOND DRAFT REVISED ORDINANCE 6.10.25

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FIRST PERSON VERSION

PUBLIC HEARING

I hereby convene the public hearing for the Amended and Restated HVAC Upgrades to Mary E. Griswold Elementary School Project appropriation and bond ordinance. The ordinance which is the subject of this public hearing is available to the public and may be obtained at this meeting from the Town Clerk.

Is there a motion and a second to read the title of the following proposed ordinance and to waive the reading of the remainder of the ordinance, incorporating its full text into the minutes of this meeting.

Moved by _____, seconded by _____.

Those in favor?

Those opposed?

The motion passes.

ORDINANCE AMENDING “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE”

Are there any comments from the public?

[Public Comments]

I call the public hearing on the Amended and Restated HVAC Upgrades to Mary E. Griswold Elementary School Project bond ordinance closed.

ORDINANCE AMENDING “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE”

WHEREAS, on December 12, 2023 (the “Approval Date”), the Town Council approved the Original Resolution (defined below); and

WHEREAS, since the Approval Date, bids on the project have come in higher than anticipated, and as such, the Town of Berlin (the “Town”) seeks to amend the ordinance to increase the overall appropriation from \$3,200,000 to \$6,000,000, to increase the bonding authorization from \$3,200,000 to \$5,000,000 and to include the Town’s ability to fund the balance of the appropriation in the amount of \$1,000,000 with Town funds on hand.

RESOLVED:

Section I. The Original Resolution adopted December 12, 2023 by the Town Council entitled “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE” (the “Original Resolution”), which is ratified, confirmed and adopted, is amended by increasing the appropriation by \$2,800,000 to a total of \$6,000,000, increasing the bond authorization by \$1,800,000 to a total of \$5,000,000 and authorizing the Town to fund the balance of the appropriation in the amount of \$1,000,000 with Town funds on hand.

Section II. The title of the Original Resolution is hereby replaced in its entirety by the following:

AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION

Section III. The first sentence of Section 1 of the Original Resolution is hereby replaced in its entirety by the following:

Section 1. The Town of Berlin, Connecticut (the “Town”) appropriates the sum of \$6,000,000 for the HVAC Upgrades to Mary E. Griswold Elementary School (2023) project (the “Project”).

Section IV. The first sentence of Section 2 of the Original Resolution is hereby replaced with the following two sentences as follows:

Section 2. To meet a portion of said appropriation, \$5,000,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The balance of the appropriation in the amount of \$1,000,000 shall be funded with Town funds on hand.

Section V. Sections 3 through 8 of the Original Resolution are hereby ratified, confirmed and adopted and incorporated into this ordinance.

Section VI. If the above Sections are enacted, the Amended Ordinance will read in its entirety as follows:

AMENDED ORDINANCE

AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION

Section 1. The Town of Berlin, Connecticut (the "Town") appropriates the sum of \$6,000,000 for the HVAC Upgrades to Mary E. Griswold Elementary School (2023) project (the "Project"). The Project is comprised of HVAC improvements and upgrades at Mary E. Griswold Elementary School, as determined by the Town Council or the Public Building Commission. The Project includes the costs of planning, design, architectural work, remediation, equipment, acquisition, construction and related costs thereto, and administrative, advertising, printing, legal and financing costs related thereto. The Director of Finance or the Town Manager may allocate funding among the projects as needed from time to time. Said appropriation shall be inclusive of all State and Federal grants-in-aid, and in addition to all other appropriations therefor.

Section 2. To meet a portion of said appropriation, \$5,000,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The balance of the appropriation in the amount of \$1,000,000 shall be funded with Town funds on hand. Said bonds may be issued in one or more series as determined by a majority of the Mayor, Town Manager and Director of Finance (such majority hereafter, the "Town Officials"), and the amount of bonds of each series to be issued shall be fixed by the Town Officials in the amount necessary to meet the Town's share of the cost of the Project determined after considering the estimated amount of State and Federal grants-in-aid of the Project, or the actual amount thereof if this be ascertainable, and the anticipated times of receipt thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with

other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. Capital project revenues, including bid premiums and income derived from the investment of proceeds from bonds issued pursuant to this ordinance (and net investment income derived from the investment of note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid there from, provided that such expenditures shall be applied against the appropriation, and the bond authorization shall be reduced by the amount of capital project revenues so credited, and provided further that earnings from the investment of note proceeds shall first be applied by the Director of Finance to pay note interest expense. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Pullman & Comley, LLC, Attorneys-At-Law ("Bond Counsel"). Such bonds shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon and shall be paid from property taxation to the extent not paid from other sources. In connection with the issuance of any bonds or notes authorized herein, the Town may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be approved by the Town Council. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds shall be determined by the Town Officials in accordance with the General Statutes of the State of Connecticut, as amended (the "Statutes"). In order to meet the capital cash flow expenditure needs of the Town, the Town Manager and Director of Finance are authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the Town outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 3. Said bonds shall be sold by the Town Officials in a competitive offering or by negotiation, in the Town Officials' discretion. If sold in a competitive offering, the bonds shall be sold upon sealed proposals, or by auction, or other competitive method at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale may be published in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal

bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Town Officials.

Section 4. The Town Officials are authorized to make temporary borrowings in anticipation of the receipt of the proceeds from the sale of bonds, notes or obligations, or the receipt of grants for the Project. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Bond Counsel, and be certified by a bank or trust company designated by the Town Officials pursuant to Section 7-373 of the Statutes. They shall be issued with maturity dates which comply with the provisions of the Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon, and shall be paid from property taxation to the extent not paid from other sources. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town (the "Issuer") hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance, or designee, is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration.

Section 6. The Town Officials are hereby authorized to exercise all powers conferred by Section 3-20e of the Statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance.

Section 7. It is hereby found and determined that it is in the public interest to issue all, or a portion of, the Bonds, notes or other obligations of the Town authorized to be issued herein as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby

authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law including but not limited to any tax credit bonds or other tax-advantaged bonds.

Section 8. The Mayor, Town Manager and Director of Finance, and other proper officers and officials of the Town are each authorized to take any other action which is necessary or desirable to complete the Project and to issue bonds, notes or obligations or obtain grants to finance the aforesaid appropriation.

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: June 27, 2025

SUBJECT: Move 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 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 remediate a moisture issue at Berlin High School, pending approval by the Board of Finance.

ATTACHMENTS:

None

PREPARED BY:

Doug Solek, Facilities Director



Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: June 27, 2025

SUBJECT: Move to approve a \$1,000,000 fiscal year 2025 non-budgeted appropriation of General Fund Unassigned Fund Balance to the Griswold-HVAC account in the Capital Non-Recurring Fund

SUMMARY OF AGENDA ITEM:

The Town of Berlin received bids to upgrade the HVAC system at Griswold Elementary School. The responses for all aspects of the project exceed the current bond ordinance. To award the bids and begin construction during the summer of 2025, the Town Council and Board of Finance are being asked to increase the ordinance amount. Based on the submitted bids plus a reasonable contingency, the request amount is \$6,000,000. Per the Town Charter, if the amount to be bonded exceeds \$5,000,000, an ordinance must be put to an automatic referendum. This referendum would take place in November 2025 and prevent the Town from initiating work during the summer 2025.

The Town of Berlin was the recipient of a state grant to cover more than 40% of the estimated project cost. The grant requires work on the project to be substantially complete by 12/31/2025. The Town may request an extension, and the State has approved extensions for one year (until 12/31/2026) in some instances. Even with the extension, if the project is not awarded and key materials are not ordered in the summer of 2025, there is a good chance the project will not be completed by 12/31/2026.

This motion asks the Town Council and Board of Finance to fund \$1,000,000 of the ordinance with local funds and approve bonding the remaining \$5,000,000.

FUNDING:

General Fund Unassigned Fund Balance

ACTION NEEDED:

Move to approve a \$1,000,000 fiscal year 2025 non-budgeted appropriation of General Fund Unassigned Fund Balance to the Griswold-HVAC account in the Capital Non-Recurring Fund, pending approval by the Board of Finance.

ATTACHMENTS:

None

PREPARED BY:

Mike Ahern, Public Works Director



Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: June 24, 2025

SUBJECT: AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION

Summary of Agenda Item:

Our Bond Counsel, Attorney Jessica G. Kennedy, has prepared the attached bonding authorization entitled “AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION.”

It is important that you read the exact resolutions as prepared by our Bond Counsel.

This is to amend the previous bond ordinance approved by Town Council on December 12, 2023:

ORDINANCE AMENDING “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE”

WHEREAS, on December 12, 2023 (the “Approval Date”), the Town Council approved the Original Resolution (defined below); and

WHEREAS, since the Approval Date, bids on the project have come in higher than anticipated, and as such, the Town of Berlin (the “Town”) seeks to amend the ordinance to increase the overall appropriation from \$3,200,000 to \$6,000,000, to increase the bonding authorization from \$3,200,000 to \$5,000,000 and to include the Town’s ability to fund the balance of the appropriation in the amount of \$1,000,000 with Town funds on hand.

RESOLVED:

Section I. The Original Resolution adopted December 12, 2023 by the Town Council entitled “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE” (the “Original Resolution”), which is ratified, confirmed and adopted, is amended by increasing the appropriation by \$2,800,000 to a total of \$6,000,000, increasing the bond authorization by \$1,800,000 to a total of \$5,000,000 and authorizing the Town to fund the balance of the appropriation in the amount of \$1,000,000 with Town funds on hand.

Section II. The title of the Original Resolution is hereby replaced in its entirety by the following:

AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION

Section III. The first sentence of Section 1 of the Original Resolution is hereby replaced in its entirety by the following:

Section 1. The Town of Berlin, Connecticut (the “Town”) appropriates the sum of \$6,000,000 for the HVAC Upgrades to Mary E. Griswold Elementary School (2023) project (the “Project”).

Section IV. The first sentence of Section 2 of the Original Resolution is hereby replaced with the following two sentences as follows:

Section 2. To meet a portion of said appropriation, \$5,000,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The balance of the appropriation in the amount of \$1,000,000 shall be funded with Town funds on hand.

Section V. Sections 3 through 8 of the Original Resolution are hereby ratified, confirmed and adopted and incorporated into this ordinance.

Section VI. If the above Sections are enacted, the Amended Ordinance will read in its entirety as follows:

AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING

THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION

Please see the attached Ordinance for its entirety.

As a reminder, our Charter states that:

“Section 6-10-6. (c) Bonds, notes or other obligations shall be authorized upon adoption by the Council of an ordinance authorizing the project, the issuance of the obligations, and appropriating the proceeds thereof and approved in its entirety by the Board of Finance. Notice of passage of the ordinance as approved by the Board of Finance and the Council shall be provided by newspaper publication of its title and a statement of its passage. Adoption of an ordinance exceeding five million (\$5,000,000.00) dollars shall be subject to automatic referendum approval by a majority of those voting thereon. Adoption of an ordinance of five million (\$5,000,000.00) dollars or less shall be subject to referendum approval by a majority of those voting thereon if (1) the Council, by majority vote concurrent with the adoption of the ordinance, sends the ordinance to referendum, or (2) not later than the fourteenth (14th) day from publication, counting the day of publication as the first (1st) day, a petition containing three (3%) percent or more of the total numbers of qualified electors whose names appear upon the last voting list is filed with the Town Clerk requesting the ordinance be submitted to referendum approval. The petition will be subject to certification in accordance with Section 3-9 of this Charter. The referendum shall be held within ninety (90) days of adoption of the ordinance or the Town Clerk’s certification, whichever is applicable, provided that if a general election or a town election or referendum is to occur within six (6) months of such adoption or certification, the ordinance may be submitted at such election or referendum, unless prior thereto the Council repeals its approval.”

Action Needed:

1. Move to waive Rule 7 of the Town Council’s Rules and Procedures.
2. Move that the Original Resolution adopted December 12, 2023 by the Town Council entitled “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE” (the “Original Resolution”), which is ratified, confirmed and adopted, is amended by increasing the appropriation by \$2,800,000 to a total of \$6,000,000, increasing the bond authorization by \$1,800,000 to a total of \$5,000,000 and authorizing the Town to fund the balance of the appropriation in the amount of \$1,000,000 with Town funds on hand and that the ordinance title shall now be “AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE

ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION.”

Attachments:

Proceedings from Bond Counsel, Jessica G. Kennedy. ✓
Ordinance ✓

Prepared By: Kate Wall, Town Clerk

A handwritten signature in black ink, appearing to be 'kgw', is written over the text 'Prepared By: Kate Wall, Town Clerk'.

FIRST PERSON VERSION

TOWN COUNCIL - ORDINANCE ACTION

The Town Council will now consider and take action with respect to the Amended and Restated HVAC Upgrades to Mary E. Griswold Elementary School Project appropriation and bond ordinance. A copy of the ordinance is available from the Town Clerk.

[Make the following Motion Only if vote is on same night as public hearing.]

Is there a motion to waive Rule 7?

Moved by _____, seconded by _____.

Those in favor?

Those opposed?

The motion passes.]

Is there a motion and a second that the ordinance entitled:

ORDINANCE AMENDING "AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE"

Moved by _____, seconded by _____.

[Council Discussion]

Those in favor?

Those opposed?

I declare the ordinance adopted.

ORDINANCE AMENDING “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE”

WHEREAS, on December 12, 2023 (the “Approval Date”), the Town Council approved the Original Resolution (defined below); and

WHEREAS, since the Approval Date, bids on the project have come in higher than anticipated, and as such, the Town of Berlin (the “Town”) seeks to amend the ordinance to increase the overall appropriation from \$3,200,000 to \$6,000,000, to increase the bonding authorization from \$3,200,000 to \$5,000,000 and to include the Town’s ability to fund the balance of the appropriation in the amount of \$1,000,000 with Town funds on hand.

RESOLVED:

Section I. The Original Resolution adopted December 12, 2023 by the Town Council entitled “AN ORDINANCE APPROPRIATING \$3,200,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$3,200,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE” (the “Original Resolution”), which is ratified, confirmed and adopted, is amended by increasing the appropriation by \$2,800,000 to a total of \$6,000,000, increasing the bond authorization by \$1,800,000 to a total of \$5,000,000 and authorizing the Town to fund the balance of the appropriation in the amount of \$1,000,000 with Town funds on hand.

Section II. The title of the Original Resolution is hereby replaced in its entirety by the following:

AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION

Section III. The first sentence of Section 1 of the Original Resolution is hereby replaced in its entirety by the following:

Section 1. The Town of Berlin, Connecticut (the “Town”) appropriates the sum of \$6,000,000 for the HVAC Upgrades to Mary E. Griswold Elementary School (2023) project (the “Project”).

Section IV. The first sentence of Section 2 of the Original Resolution is hereby replaced with the following two sentences as follows:

Section 2. To meet a portion of said appropriation, \$5,000,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The balance of the appropriation in the amount of \$1,000,000 shall be funded with Town funds on hand.

Section V. Sections 3 through 8 of the Original Resolution are hereby ratified, confirmed and adopted and incorporated into this ordinance.

Section VI. If the above Sections are enacted, the Amended Ordinance will read in its entirety as follows:

AMENDED ORDINANCE

AN ORDINANCE APPROPRIATING \$6,000,000 FOR HVAC UPGRADES TO MARY E. GRISWOLD ELEMENTARY SCHOOL (2023) AND AUTHORIZING THE ISSUE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE AND AUTHORIZING THE USE OF TOWN FUNDS TO FUND THE BALANCE OF THE APPROPRIATION

Section 1. The Town of Berlin, Connecticut (the "Town") appropriates the sum of \$6,000,000 for the HVAC Upgrades to Mary E. Griswold Elementary School (2023) project (the "Project"). The Project is comprised of HVAC improvements and upgrades at Mary E. Griswold Elementary School, as determined by the Town Council or the Public Building Commission. The Project includes the costs of planning, design, architectural work, remediation, equipment, acquisition, construction and related costs thereto, and administrative, advertising, printing, legal and financing costs related thereto. The Director of Finance or the Town Manager may allocate funding among the projects as needed from time to time. Said appropriation shall be inclusive of all State and Federal grants-in-aid, and in addition to all other appropriations therefor.

Section 2. To meet a portion of said appropriation, \$5,000,000 bonds of the Town or so much thereof as may be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The balance of the appropriation in the amount of \$1,000,000 shall be funded with Town funds on hand. Said bonds may be issued in one or more series as determined by a majority of the Mayor, Town Manager and Director of Finance (such majority hereafter, the "Town Officials"), and the amount of bonds of each series to be issued shall be fixed by the Town Officials in the amount necessary to meet the Town's share of the cost of the Project determined after considering the estimated amount of State and Federal grants-in-aid of the Project, or the actual amount thereof if this be ascertainable, and the anticipated times of receipt thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with

other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. Capital project revenues, including bid premiums and income derived from the investment of proceeds from bonds issued pursuant to this ordinance (and net investment income derived from the investment of note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid there from, provided that such expenditures shall be applied against the appropriation, and the bond authorization shall be reduced by the amount of capital project revenues so credited, and provided further that earnings from the investment of note proceeds shall first be applied by the Director of Finance to pay note interest expense. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Pullman & Comley, LLC, Attorneys-At-Law ("Bond Counsel"). Such bonds shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon and shall be paid from property taxation to the extent not paid from other sources. In connection with the issuance of any bonds or notes authorized herein, the Town may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be approved by the Town Council. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds shall be determined by the Town Officials in accordance with the General Statutes of the State of Connecticut, as amended (the "Statutes"). In order to meet the capital cash flow expenditure needs of the Town, the Town Manager and Director of Finance are authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the Town outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 3. Said bonds shall be sold by the Town Officials in a competitive offering or by negotiation, in the Town Officials' discretion. If sold in a competitive offering, the bonds shall be sold upon sealed proposals, or by auction, or other competitive method at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale may be published in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal

bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Town Officials.

Section 4. The Town Officials are authorized to make temporary borrowings in anticipation of the receipt of the proceeds from the sale of bonds, notes or obligations, or the receipt of grants for the Project. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Bond Counsel, and be certified by a bank or trust company designated by the Town Officials pursuant to Section 7-373 of the Statutes. They shall be issued with maturity dates which comply with the provisions of the Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon, and shall be paid from property taxation to the extent not paid from other sources. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town (the "Issuer") hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and after the date of passage of this ordinance in the maximum amount and for the capital projects defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance, or designee, is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration.

Section 6. The Town Officials are hereby authorized to exercise all powers conferred by Section 3-20e of the Statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance.

Section 7. It is hereby found and determined that it is in the public interest to issue all, or a portion of, the Bonds, notes or other obligations of the Town authorized to be issued herein as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby

authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law including but not limited to any tax credit bonds or other tax-advantaged bonds.

Section 8. The Mayor, Town Manager and Director of Finance, and other proper officers and officials of the Town are each authorized to take any other action which is necessary or desirable to complete the Project and to issue bonds, notes or obligations or obtain grants to finance the aforesaid appropriation.

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: July 2, 2024

SUBJECT: Accept Noise Ordinance

Summary of Agenda Item:

The Ordinance Committee at its May 20, 2025, meeting voted to recommend to the Council a Noise Ordinance. The proposed Ordinance has been drafted by Corporation Counsel with input from the Town's consultant, SH Acoustics, and reviewed by the Chief of the Berlin Police Department.

A public hearing was held earlier this evening to receive comments from the public.

Action Needed:

Move to accept the proposed amendments to the Noise Ordinance.

Attachments:

Proposed Noise Ordinance. ✓

Prepared By:

Ryan Curley, Town Manager

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NOISE

- § 7-60 Declaration of purpose.
- § 7-61 Definitions.
- § 7-62 Noise zones.
- § 7-63 Sound levels.
- § 7-64 Motor vehicle noise.
- § 7-65 Exhaust discharge.
- § 7-66 Certain sounds excluded.
- § 7-67 Exemptions.
- § 7-68 Instruments and measurements.
- § 7-69 Administration and enforcement.
- § 7-70 Violations and penalties.
- § 7-71 Variances.
- § 7-72 Coordination with other laws.
- § 7-73 Compliance with Chapter no defense to nuisance claim.
- § 7-74 Severability.

§ 7-60 Declaration of purpose.

Excessive noise poses a danger to the health, safety, and welfare of persons within the Town of Berlin and a detriment to their quality of life. Therefore, this Chapter is enacted to promote an environment free from noise that jeopardizes the health, safety, welfare, and quality of life of persons within the Town of Berlin through the control, reduction, and prevention of excessive sound and vibration.

§ 7-61 Definitions.

When used in this Chapter, the terms below shall have the following meanings:

AMBIENT SOUND - The sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this Ordinance and excluding the contribution of extraneous sound sources. For

purposes of the enforcement of this Ordinance, the ambient sound level of a given location may be determined based upon measurements taken at a comparable site (which includes but is not limited to comparable physical locations and time of day) in the nearby area.

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BACKGROUND NOISE – Noise which exists at a point as a result of the combination of many distant sources, individually indistinguishable. In statistical terms, it is the level which is exceeded 90% of the time (L90) in which the measurement is taken.

CONSTRUCTION –Any site preparation, assembly, erection, substantial repair, alteration, or similar action, but excluding demolition for or of public or private rights-of-way, structures, utilities, or similar property.

DAY – From 7:00 a.m. to 9:00 p.m., local time.

DECIBEL – A logarithmic unit of measure used in measuring magnitudes of sound. The symbol is dB.

DEMOLITION – Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

EMERGENCY – Any occurrence involving actual or imminent danger to persons or damage to property which demands immediate action.

EMITTER – The person who creates, causes to be created, or allows the noise.

EXCESSIVE NOISE – Any sound, the intensity of which exceeds the standards set forth in § 7-63 of this Chapter.

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IMPULSE NOISE – A sound of short duration, usually less than one (1) second, and a high intensity, with an abrupt onset and rapid delay. Examples include an explosion, a discharge of a firearm, or a screech.

INFRASONIC SOUND – Sound-pressure variations having frequencies below the audible range for humans.

MOTOR VEHICLE – Defined as per § 14-1(59) of the Connecticut General Statutes.

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NIGHT – From 9:00 p.m. until 12:00 midnight, and from 12:00 midnight until 7:00 a.m.

NOISE SOURCE – Any individual, equipment, machine or other item or thing that creates a sound.

PEAK SOUND-PRESSURE LEVEL – The absolute maximum value of the instantaneous sound-pressure level occurring in a specified period of time.

PERSON – Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

RECEPTOR – The person who receives the noise impact.

SOUND – A transmission of energy through solid, liquid, or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND LEVEL – The A-weighted sound pressure level, expressed in decibels (dBA), measured on a sound level meter properly calibrated and operating on the A-weighting network.

SOUND LEVEL METER – An instrument which includes a microphone, amplifier, RMS detector, integrator or averager, output meter and weighting networks used to take sound level measurements, which should conform, at a minimum, to the requirements set forth in the American National Standards Institute's American National Standard for Sound Level Meters [ANSI S.1.5 – 1971 (Type S2A) Sound Level Meter].

ULTRASONIC SOUND – Sound-pressure variations having frequencies above the audible sound spectrum for humans.

VARIANCE – A difference between the standards which are required by this ordinance and that which is permitted to exist.

VIBRATION – An oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity, or acceleration with respect to a given reference point.

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§ 7-62 Noise zones.

Noise zone means an individual unit of land or a group of contiguous parcels under the same ownership as indicated by public land records and, as related to noise emitters, includes contiguous publicly dedicated street and highway rights-of-way, railroad rights-of-way, and waters of the State.

Noise zones within the Town of Berlin shall be classified as to zoning applicable for the parcel or tract of land and the surrounding parcels or tracts. Noise zones specified herein shall correspond to the following zoning descriptions in the Zoning Regulations and Zoning Map of the Town of Berlin.

Zone	Actual or Intended Use	Current Zoning*
A	Residential	R-86,R-43,R-21,R-15,R-11, R-7, PR-1, PR-2, PR-3, POR, OP, MR-1, MR-2, and WHD
B	Commercial	PS-A,PS-B,SP-DD,GC, BT-1, BT-2, CCD-1, CCD-2, SP-DD 2, SP-DD Overlay, and BT-D
C	Industrial	OT,OT-2,GI,GI-2, PI, PI-2, POD

*Based on the Zoning Regulations and Zoning Map of the Town of Berlin.

§ 7-63 Sound levels.

- A. It shall be unlawful for any person to emit or cause to be emitted any sound beyond the boundaries of his/her/its premises so as to violate any provisions of this Chapter.
- B. Sound level standards. No person shall emit or cause to be emitted

sound beyond the boundaries of his/her/its premises exceeding the levels stated in the table below and applicable to adjacent residential (Zone A), commercial (Zone B), or industrial (Zone C) zones when measured on a receptor's premises:

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Emitter's Noise Zone	Receptor's Noise Zone			
	Zone C Receptor	Zone B Receptor	Zone A/Day Receptor	Zone A/Night Receptor
Zone A Emitter	62 dBA	55 dBA	55 dBA	45 dBA
Zone B Emitter	62 dBA	62 dBA	55 dBA	45 dBA
Zone C Emitter	70 dBA	66 dBA	61 dBA	51 dBA

- C. High background noise levels. In those individual cases where the background noise levels caused by sources not subject to this Chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five (5) dBA, provided that no source subject to the provisions of this Chapter shall emit noise in excess of eighty (80) dBA at any time, and provided that this section does not decrease the permissible noise level standards of Subsection B of this section.
- D. Impulse noise.
1. No person shall cause or allow the emission of impulse noise in excess of eighty (80) decibels peak sound-pressure level during the nighttime to any residential noise zone.
 2. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) decibels peak sound-pressure level at any time in any noise zone.
- E. Infrasonic and ultrasonic sound.

No person shall emit beyond his/her/its property infrasonic or ultrasonic sound in excess of one hundred (100) decibels at any time.

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F. Allowable Decibel Levels – Octave Band Measurement.

If the emitting source produces a "pure tone" condition, defined for purposes of this Ordinance as occurring when any third octave band center frequency sound pressure level exceeds the two adjacent center frequency sound pressure levels by 3 decibels or more, such condition shall be a violation of this Ordinance.

No person shall cause or permit a sound source operating in connection with any commercial or business enterprise to exceed the decibel levels in the designated octave bands shown immediately below as measured within a receiving property as specified therein.

Octave Band Frequency (Hz)	<u>Max Sound Pressure Levels (dB) as measured within a receiving property as specified below</u>	
	<u>Residential receiving property for mixed use buildings and residential buildings (as measured within any room of the residential portion of the building with windows open, if possible).</u>	<u>Commercial receiving property (as measured within any room containing offices within the building with windows open, if possible).</u>
31.5	70	74
63	61	64
125	53	56
250	46	50
500	40	45
1000	36	41
2000	34	39
4000	33	38
8000	32	37

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§ 7-64 Motor vehicle noise.

- A. All motor vehicles operating within the limits of the Town of Berlin shall be subject to the noise standards and decibel levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes. This section shall apply to all recreational motorized vehicles, whether or not duly licensed and registered, including but not limited to commercial or noncommercial racing vehicles, motorcycles, go-carts, snowmobiles, campers, and dune buggies.
- B. No sound-amplifying devices on or within motor vehicles shall emit noise in excess of the noise standards and decibel levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.
- C. No person shall operate, or cause to be operated, any recreational motorized vehicle off a public right-of-way in such a manner that the sound level emitted therefrom exceeds the noise standards and decibel levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.

§ 7-65 Exhaust discharge.

No person shall discharge into the ambient air the blow-down of any steam vent of the exhaust of any stationary internal combustion engine or air compressor equipment unless such discharge is through a muffler or through an apparatus providing equal noise reduction.

§ 7-66 Certain sounds excluded.

This Chapter shall not apply to:

- A. Sound generated by natural phenomena, including but not limited to wind, storms, insects, birds, amphibious creatures, and water flowing in its natural course.
- B. The unamplified sound of human voices.

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- C. The unamplified sound made by any wild or domestic animal.
- D. Sound created by bells, carillons or chimes associated with specific religious observances.
- E. Sound created by a public emergency sound signal attached to any authorized emergency vehicle in the immediate act of responding to an emergency or located within or attached to a building, pole, or other structure for the purpose of sounding an alarm relating to fire or civil preparedness.
- F. Sound created by safety and protective devices, provided that such device is sounded as a warning of imminent danger or from the release of pressure buildup.
- G. Sound created by intrusion alarms, provided that the emission of noise from such devices, from the time of activation of audible signal, does not exceed ten (10) minutes when attached to any vehicle or thirty (30) minutes when attached to any building or structure. The repetition of activation of the audible signal of an intrusion alarm due to malfunction, lack of proper maintenance, or lack of reasonable care shall be considered excessive noise.
- H. Backup alarms required by Occupational Safety and Health Administration (OSHA) or other municipal, state, or federal safety regulations.
- I. Farming equipment or farming activity.

§ 7-67 Exemptions.

The following noise shall be exempted from the provisions of this Chapter.

- A. Noise created by signal testing, principally siren-tested by city fire departments and civil preparedness units.
- B. Noises created by snow removal equipment at any time, provided that noise discharged from exhausts is adequately muffled to prevent loud noises therefrom.

- C. Noise created by blasting, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. or at such other specified hours provided for in the permits necessary to conduct such activity. Per Connecticut law, blasting is prohibited on Sundays.
- D. Noise generated by the operation of any tools or equipment used in construction, drilling, or demolition work between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and Saturdays and between the hours of 8:00 a.m. and 6:00 p.m. on Sundays and Holidays provided that the noise generated therefrom does not exceed the limits set forth in §§ 7-62 and 7-63. This section does not apply to the use of domestic power tools subject to §E. below.
- E. Noise generated by the operation of any mechanically powered or gasoline powered saw, drill, sander, grinder, lawn, landscaping, or garden tool, leaf blower, or other domestic power tool or equipment between the hours of 7:00 a.m. and 98:00 p.m. on weekdays and Saturdays and between the hours of 8:00 a.m. and 6:00 p.m. on Sundays and Holidays provided that the noise generated therefrom does not exceed the limits set forth in §§ 7-62 and 7-63. This section does not apply to the use of snow-removal equipment [see § B herein].
- F. Noise created by on-site recreational or sporting activity that is sanctioned by town government, provided that the noise created by the activity is adequately muffled to prevent loud noises therefrom.
- G. Patriotic or public celebrations not extending longer than one calendar day, such as parades, carnivals, and firework displays, are exempted, provided that any necessary permits have been obtained.
- H. Noise created by aircraft or components designed for or utilized in the development of aircraft.
- I. Noise from the activities conducted at the Mattabassett Gun Club in accordance with the Club's Rules and Regulations.
- J. Noise from lawfully operated backup power generators.
- K. Noise from lawfully authorized construction performed by the State of Connecticut or Town of Berlin (including their respective contractors

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and/or subcontractors) during the otherwise off hours of 8:00p.m.-7:00a.m.

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§ 7-68 Instruments and measurements.

- A. Instruments used to determine sound level measurements shall conform to sound level meters as defined by this Chapter.
- B. All personnel conducting sound measurements shall be trained and experienced in the current techniques and principles of sound measuring equipment and instrumentation.
- C. The general steps listed below shall be followed when preparing to take sound level measurements:
 - 1. The instrument manufacturer's specific instructions for the preparation and use of the instrument shall be followed.
 - 2. Measurements shall be taken at a point that is located about one (1) foot beyond the property line of the emitter's premises within the receptor's premises. The emitter's premises include his/her/its individual unit of land or group of contiguous parcels under the same ownership as indicated by public land records.
 - 3. While measurements are being recorded, a continual visual and aural surveillance of extraneous sound sources shall be made to ensure that the measurements are due to the sound being investigated. The sound levels of extraneous sound sources shall be recorded.

§ 7-69 Administration and enforcement.

- A. The Town Manager shall appoint a Town employee to enforce the provisions of this Ordinance and carrying out the purpose of this Chapter as specified in § 7-60. The Chief of Police, or his designated representative, shall have the authority to investigate complaints of noise pollution in coordination with the Town employee appointed by the Town Manager and the Chief, his designee or the Town employee appointed by the Town Manager shall have authority to issue citations

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for violations of this Chapter.

B. Inspections.

1. For the purposes of determining compliance with the provisions of this Chapter, the Chief of Police or his designated representative and/or the Town employee appointed by the Town Manager is hereby authorized to make inspections of all noise sources and to take measurements and make tests, whenever necessary, to determine the quantity and character of noise. In the event that any person refuses or restricts entry and free access to any part of a premise, or refuses inspection, testing, or noise measurement of any activity, device, facility, or process where inspection is sought, the Town may seek from the appropriate court a warrant, without interference, restriction, or obstruction, at a reasonable time, for the purpose of inspecting, testing, or measuring noise.
2. It shall be unlawful for any person to refuse to allow or permit the Chief of Police or his designated representative, or the Town employee appointed by the Town Manager, free access to any premise, when the Chief of Police or his designated representative or the appointed Town employee is acting in compliance with a warrant for inspection and order issued by the appropriate court.
3. No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized person while in the performance of his/her duties under this Chapter.

§ 7-70 Violations and penalties.

- A. No person shall violate or cause the violation of the provisions of this Chapter.
- B. Any person in violation of the provisions of this Chapter shall be fined one hundred dollars (\$100.00) for the initial violation.
- C. Each day on which a violation occurs or continues shall be considered a separate violation of this chapter. For the second violation and each

additional violation thereafter, the fine imposed shall be two hundred dollars (\$200.00).

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§ 7-71 Variances.

- A. Any person living or doing business in the Town of Berlin may apply to the Town Council for a variance or partial variance from one or more of the provisions of this Chapter, which are more stringent than the Connecticut Department of Energy and Environmental Protection's regulations for the control of noise, provided that the applicant supplies the following information to the Town Council at least thirty (30) days prior to the start of such activity:
1. The location and nature of the activity;
 2. The time period and hours of operation of the activity;
 3. The nature and intensity of the noise that will be generated;
 4. The reason for which the variance is required; and
 5. Any other information required by the Board of Selectmen.
- B. No variance from this Chapter shall issue unless it has been demonstrated that:
1. The proposed activity will not violate any provisions of the Connecticut Department of Energy and Environmental Protection's regulations;
 2. The noise levels generated by the proposed activity will not constitute a danger to the public health; and
 3. Compliance with this Chapter constitutes an arbitrary or unreasonable hardship upon the applicant without equal or greater benefits to the public.
- C. The application for variance shall be reviewed and either approved or rejected at least five (5) days prior to the proposed start of the

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activity. The approval or rejection shall be in writing and shall state the condition(s) of approval, if any, or the reason(s) for rejection.

- D. Failure of the Town Council to rule on an application in the designated time shall constitute approval of the variance.
- E. Any person holding a variance and needing an extension of time may apply for a new variance under the provisions of this section. Any such application shall include a certification of compliance with any condition(s) imposed under the previous variance.

§ 7-72 Coordination with other laws.

- A. Nothing in this Chapter shall authorize the construction or operation of a stationary noise source in violation of the requirements of any other applicable state law or regulation.
- B. Nothing in this Chapter shall authorize the sale, use, or operation of a noise source in violation of the laws and regulations of the Connecticut Department of Energy and Environmental Protection, Connecticut Department of Motor Vehicles, the Federal Aviation Administration, the U.S. Environmental Protection Agency, or any amendments thereto.

§ 7-73 Compliance with Chapter no defense to nuisance claim.

Nothing in any portion of this Chapter shall in any manner be construed as authorizing or legalizing the creation or maintenance of a nuisance, and compliance of a source with this Chapter is not a bar to a claim of nuisance by any person. A violation of any portion of this Chapter shall not be deemed to create a nuisance per se.

§ 7-74 Severability.

If any provision of this Chapter or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of any other part of this Chapter which can be given effect without the invalid provisions or application; and to this end, the provisions of this Chapter and the various applications thereof are declared to be severable.


| SECOND DRAFT REVISED ORDINANCE 6.10.25

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TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager 

DATE: June 25, 2025

SUBJECT: Request for Bid Waiver for DPC, LLC for the Study of Two Pump Stations
(Berlin Turnpike and Middletown Road Stations)

SUMMARY:

Berlin Water Control is considering the upgrade of its largest sewer pump station located at the Berlin Turnpike. This already has a place-holder for a potential Clean Water Fund project. We are requesting the Consultant to evaluate this station to develop options for a full-scale upgrade similar to the recently completed Deming Road Sewer Pump Station.

Additionally, we are requesting the evaluation of the Middletown Road Sewer Pump Station since this needs a potential upgrade. We anticipate more flow into this station because of potential growth.

As you may recall, DPC, LLC is currently evaluating the Sewer Financial Infrastructure for Water Control and worked for Woodard & Curran who evaluated all of our pump stations, therefore he is knowledgeable and most familiar with our pump stations. The proposal in the amount of \$29,398.80 (with a 5.5% contingency) should be sufficient to cover the cost of both sewer pump station evaluations.

FUNDING:

Funding will be appropriated from Account # 844.55.5588.0.58062.00000 (Update Sewer Stations) in the amount of \$31,000.00.

ACTION NEEDED:

Move to authorize the Town Manager to waive the bidding process for DPC, LLC Engineering to prepare engineering reports for the Berlin Turnpike and Middletown Road Sewer Pump Stations in the amount of \$31,000.00 as this is in the best interest of the Town.

ATTACHMENTS:

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

PREPARED BY:

Ray Jarema, P.E., Water Control Manager





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 30-Jun-25

Berlin Turnpike and Middletown Rd Pump Station Evaluation		Requested by: Berlin Water Control	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Evaluation of Berlin Turnpike and Middletown Rd Pump Station	\$29,398.80	\$29,398.80
			-
			-
			-
			-
			-
TOTAL			\$29,398.80

Account No. 196.05.0507.0.54000.00166- Disaster Recovery Initiatives

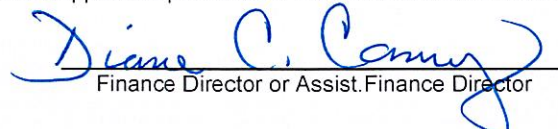
Budgeted Amount.....	\$1,191,151.09	Available balance.....	\$455,810.02
Encumbrances to Date.....	\$99,390.59	Amount Needed for This Package.....	\$29,398.80
Expenditures to Date.....	\$635,950.48	Available Balance After Purchase.....	\$426,411.22

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist. Finance Director

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

Finance Director or Assist. Finance Director



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www.DPCengineering.com

March 28, 2025

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

Re: **Engineering Services Proposal
Berlin Turnpike & Middletown Road Wastewater Pump Stations (Planning Phase)**

Dear Mr. Jarema:

As requested, following is DPC Engineering, LLC's (DPC) engineering services proposal for the Planning Phase for the Berlin Turnpike & Middletown Road Wastewater Pump Stations Project (Project) for the Town of Berlin. Below, please find our Project understanding, proposed scope of services, schedule and fee for the Project.

PROJECT UNDERSTANDING /D

The Town of Berlin conveys its wastewater to the Mattabassett District for treatment and disposal, since it does not have its own wastewater treatment facility. In total, the Town owns and operates 11 pump stations. DPC recently assisted the Town in upgrading its Deming Road Pump Station, where a below-grade "can" pumping system was converted to a modern submersible configuration with a controls/generator building. The Town would now like to advance the Planning Phase for improvements at the Berlin Turnpike and Middletown Road Pump Stations. Below is a brief overview of each pump station:

- Berlin Turnpike Pump Station: This is the Town's largest pump station, is a below-grade "can" configuration, with at-grade building. The anticipated replacement pump station would include a new wet-pit/dry-pit configuration to improve access and operator safety. Based on a recent development adjacent to the pump station, upgrades at the Berlin Turnpike Pump Station will include significant site constraints.
- Middletown Road Pump Station: This is a relatively small pump station, which will likely include a similar upgrade concept (submersible) as for the Deming Road Pump Station, albeit at a smaller scale. The Middletown Road Pump Station improvements will likely be centered on modernization and upgrades consistent with the Town's pump station standardization goals.

SCOPE OF SERVICES

Following are the proposed tasks associated with the Berlin Turnpike and Middletown Road Wastewater Pump Stations (Planning Phase) Project:

1. Kick-Off Meeting & Site Visits: Meet with Town staff to review the proposed Project, and obtain copies (PDF format preferable) of available information, including plans, equipment information, O&M manuals, flow data, pump run time, etc. On the same day as the kick-off meeting, the DPC team will tour the Berlin Turnpike and Middletown Road Pump Stations to confirm the proposed upgrade needs.
2. Review Available Information: Compile and review existing information, as provided by the Town. Utilize available topography and mapping, as well as existing record plans,



for each site to develop preliminary GIS/CAD figures for upgrade concepts, as well as available record plans.

3. Hydraulics Evaluations for Existing & Proposed Conditions: Develop a system curve for each pump station for both the existing and proposed conditions force mains, to confirm existing conditions, system operating limitations and preliminary basis of design concept data for the upgrade alternatives.
4. Alternatives Analysis: Develop and evaluate up to two alternatives for each of the pump stations. Preliminary figures will be developed for each of the alternatives at each pump station. The alternatives analysis will include development of opinions of probable project costs, as well as operational and non-cost considerations.
5. Recommendations and Implementation Plan: Recommend the preferred alternative for each pump station, including the development of a recommendation and an implementation plan, schedule and next steps.
6. Draft Summary Memorandum: Prepare a draft summary memorandum incorporating the findings associated with Tasks 1 through 5. Forward PDF copy to Town for review.
7. Coordination Meeting: Meet with the Town to review the draft memorandum.
8. Final Summary Memorandum: Incorporate the Town's review comments and finalize the summary memorandum. Submit PDF copy to Town for its files.

PROJECT SCHEDULE

We will complete the Project within approximately three (3) to four (4) months of authorization.

PROJECT BUDGET

DPC will complete the work described in the Scope of Services for a lump sum fee of \$29,398.80.

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

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

Sincerely,

DPC ENGINEERING, LLC

David R. Prickett, P.E.
President

Cc: Mr. Mike Ahern, P.E., Director of Public Works/Town Engineer, Town of Berlin
Mr. Jim Horbal, P.E., Deputy Public Works Director, Town of Berlin
Mr. Justin Skelly, P.E., Senior Project Manager, DPC Engineering, LLC



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STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated March 28, 2025 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between DPC Engineering, LLC ("Engineer"), with an address of 46 Mohawk Drive, Longmeadow, MA 01106 and the Town of Berlin ("Client"), with an address of 240 Kensington Road, Berlin, Connecticut 06037 with respect to the performance of the Scope of Services (the "Project") and any additional services.

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

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

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

- 1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

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

3. Client's Responsibilities

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

- 3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.
- 3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.
- 3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.
- 3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.

4. Subcontracts

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



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

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

5. Billing and Payment

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

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

6. Ownership and Use of Documents

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

7. Limitation of Liability

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



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

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

8. Insurance

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

9. Indemnification Hold Harmless

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

10. Delays/Force Majeure

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

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

11. Notice

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

12. Dispute Resolution

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

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



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

13. Termination

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

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

14. Construction Contract Responsibilities

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

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

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

15. Health and Safety

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



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

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

16. Pre-Existing Conditions and Subsurface Risks

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

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

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

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

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

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

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



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

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

17. Samples

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

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

18. Miscellaneous

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

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

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

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

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

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

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



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

(Signatures on next page)



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

ENGINEER:

DPC ENGINEERING, LLC

By: David R. Prickett

Printed: David R. Prickett, P.E.

Title: President

Thereunto duly authorized

Date: March 28, 2025

CLIENT:

TOWN OF BERLIN

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager



DATE: July 1, 2025

SUBJECT: Bid Waiver request for NEXGEN

Summary of Agenda Item: NEXGEN is the CAD/RMS, dispatching and report writing system used by the Berlin Police Department and the majority of police departments in the state. The Berlin Police Department is seeking a waiver from the bidding requirement to continue to pay annual maintenance fees for this system up to \$ 30,000.

Funding:

The funding to pay the system is available in the Computer Support Account 001.15.1532.0.53813.00000.

Action Needed:

Move to approve waiving the Town's bidding requirements for NEXGEN for CAD/RMS systems and equipment using funds as are available in the Computer Support account up to \$30,000 as this is in the best interest of the Town.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe

