Berlin Town Council Chambers is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
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Meeting ID: 884 1249 5960
Passcode: 769706

+1-646-931-3860

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, September 2, 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: Accept donations to the Berlin Animal Control Donation Account for $50.00 and supplies/medical care valued at $900.00. – Animal Control

2. Topic re: Authorize a resolution that the Berlin Town Council may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection any and all documents which it deems to be necessary or appropriate; and further resolve that Ryan Curley, as Town Manager of the Town of Berlin, is authorized and directed to execute and deliver any and all documents on behalf of the Berlin Town Council and to do and perform all acts and things he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents. – Emergency Management

3. Topic re: Accept monetary donations totaling $2,385.04 and deposit $2,188.42 into the Friends of the Library Miscellaneous account for five programs, program supplies, one museum pass renewal and coffee supplies and deposit $100.00 into the Library Agency account for the purchase of adult books and deposit $96.62 into the Unrestricted Donations account for the libraries greatest need and

move to accept the donation of books with an approximate value of $169.83 to be added to the appropriate department collection. – Berlin-Peck Memorial Library

4. Topic re: Approve waiving the police fees in the approximate amount of $ 3,800.00 for traffic control and direction for the "Concerts on the Green" held June 26, July 17 (cancelled/ rescheduled), July 24, and August 7, 2025 at the St. Paul's Parish Green, 485 Alling Street, Berlin, CT. – Police Department

5. Topic re: Accept the donations of $1,550.00 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department

6. Topic re: Accept Ms. Bighinatti donation of $2,250 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account. – Golf Course

7. Topic re: Accept Mr. Jedd's donation of $2,000 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account. – Golf Course

8. Topic re: Approve the Economic Development Department in coordination with Berlin-Peck Memorial Library to apply for a Supporting Arts Grant for FY25-26 and authorize Ryan Curley, Town Manager, to sign the application for the grant. If we receive a grant, the funds will be held in the Supporting Arts Grant Account. – Economic Development/Berlin-Peck Memorial Library

H. PUBLIC HEARING:

Sale of 143 Percival Avenue (former Knights of Columbus property) to Vesta Corporation/O'Riordan Migani Architects for the proposed development of 70 affordable senior housing units.

I. NEW BUSINESS:

1. Topic re: Accept receipt of the CGS §8-24 report from the Planning and Zoning Commission concerning the sale of 192,521 square feet (4.42 acres) parcel at 143 Percival Avenue. – Planning and Zoning

2. Topic re: Topic re: Approve Senior Center Event Sponsorship Policy. – Senior Center

3. Topic re: Approve using both Norcom and McGovern MHQ utilizing government pricing to transition new police vehicles with emergency equipment and lighting depending on actual pricing and the availability of needed items for amount not to exceed $55,000. – Police Department

4. Topic re: Approve the continuation of the contract for Netsmart's electronic health record and documentation system for one (1) year, amount not to exceed $28,140. – VNA

5. Topic re: Approve and authorize the Town Manager to enter into a contract with the Berlin Middle Management Association from July 1, 2025 through June 30, 2028. – Human Resources

6. Topic re: Authorize Town Manager, Ryan Curley, to enter into a contract with Pace Landscaping for the Timberlin Bunker Restoration Project not to exceed $1,195,895.00 which includes a $150,000 contingency amount. – Golf Course

7. Topic re: Waive the bidding procedure and purchase chemicals from Harrell's & Heritage Landscape Supply Group, in the amount not to exceed $160,000.00 as this is in the best interest of the Town of Berlin. The chemical purchases are through the Early Order Programs of BASF, Syngenta, FMC Corp and Heritage PMC. – Golf Course

8. Topic re: Authorize the Town Manager to sign Project Authorization Letters (PALs) from the State that do not involve providing Town funds (or other resources) for referenced construction or improvement projects, provided the PAL has been reviewed by Corporation Counsel before execution. – Public Works

9. Topic re: Waive the Town's bidding requirements and authorize the Public Building Commission to execute the Owner/Architect Design Agreement with JH Architects, LLC of Berlin, CT for the Police Department Interior Renovations Project for an amount not to exceed $142,500.00, and for the Public Building Commission to direct the design team as it proceeds with the detailed design in order to prepare bid documents for the project, as this is in the best interest of the Town. – Public Building Commission/Public Works

10. Topic re: Approve a bid waiver and increase the purchase order for Wiss, Janney, Elstner Associates, Inc of Shelton, CT, for an amount not to exceed $48,000 to cover current and future invoices related to the Berlin High School slab-on-grade moisture project as previously approved by the Public Building Commission, as this is in the best interest of the Town. – Public Building Commission/Facilities

11. Topic re: Utilize sole source contractor Automated Building Systems of Glastonbury, CT and increase purchase orders as needed up to $50,000 in Department 61 School Expenses, contractual services, and up to $50,000 as needed in Department 38 Public Buildings contractual services for fiscal year 2026. - Facilities

12. Topic re: Approve purchase order increases up to $50,000 as needed during fiscal year 2026 in both department no. 38 and department no. 61 without exceeding account balances for the following National and State Contract Service providers below for associated maintenance, repair and service agreements on HVAC systems, Elevators, Fire and Security systems and IAQ mitigation measures at all Town and School Buildings. Johnson Controls, TRANE US, Carrier, ENCORE, KONE, Daikin Applied, Swan Associates, Security 101, Siemens and BELFOR. - Facilities

13. Topic re: Approve bid 2026-1 to All Seasons Contractor of Windsor Locks, CT in the amount of $408,756.00 which includes a 10 percent contingency for the reroofing work at Town Hall as approved by the PBC and Architect. - Facilities

14. Topic re: Approve the attached resolution to authorize Ryan Curley, Town Manager, to accept the grant, execute a grant proposal, and other documents as necessary to secure and carry out the purposes of the grant from the Connecticut Office of Policy and Management for a Small Town Economic Assistance Grant of $1,000,000 for the Berlin Peck Memorial Library reroofing and

mechanical replacement project, subject to approval of Corporation Counsel. – Economic Development/Facilities

15. Topic re: Waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of $5,000 for continuing environmental consulting services for the 30 Steele Boulevard remediation project funded from the Farmington Ave Development Loan account. Authorize use of the $360,000 Town appropriation intended as a bridge loan in anticipation of execution of a State/Town contract for the forgivable loan to be used to fund project costs. Authorize the Town Manager to apply to DECD for a Round 22 Brownfields remediation grant and for an Urban Action Grant both for the 55 Steele Boulevard remediation project and for costs related to disposal of contaminated materials at 30 Steele Boulevard. Authorize the Town Manager to enter a contract amendment with B&W Paving of $92,774.53, for soil stabilization work at 55 Steele Boulevard and change orders related to this work for up to 20% of that amount ($18,554.91) funded from the Farmington Ave Development Loan account, subject to Planning and Zoning Commission approval for required revisions to the site plan and review of Corporation Counsel. Waive the bidding process and authorize the Town Manager to enter a contract with Cisco LLC of $49,950 for disposal of contaminated material from 30 Steele Boulevard to the West Hartford landfill funded by $9,900 from the Farmington Ave Development Loan account, as this is in the best interest of the Town.

16. Topic re: Approve the America 250 Berlin Committee to apply to the Marjorie Moore Charitable Foundation for funding for event planning and authorize the Town Manager, Ryan Curley, to sign on behalf of America 250 Berlin the grant application. – Town Clerk

17. Topic re: Reminder for the Town Council members to complete their evaluations of the Town Manager for discussion at the September 16th meeting. – Corporation Counsel

J. APPOINTMENTS:

1. **Central Connecticut Health District – Vacancy –** Replacement term would be until June 30, 2028.

2. **Conservation Commission – Vacancy –** Robert Ramsey has resigned. Replacement term would be until January 31, 2028. Can be filled with a D, R or U.

3. **Conservation Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.

4. **Constables – 4 Vacancies –** Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).

5. **Housing Authority Commission – Tenant Vacancy –** Lisa Salamon has resigned. Replacement term would be until March 31, 2029. Can be filled with a D or U.

6. **Housing Authority Commission – Vacancy –** Replacement term would be until March 31, 2030. Can be filled with a D or U.

7. **Inland Wetlands & Water Courses Commission – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U.

8. **Inland Wetlands & Water Courses Commission – Vacancy –** Gary Pavano Resigned. Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).

9. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.

10. **Mattabassett District (Regional) – Vacancy –** Liam Mitchell term expired August 31, 2025. Reappointment or replacement term would be until August 31, 2028.

11. **Plainville Area Cable Television Advisory Council (PACTAC) – <u>2 Vacancies</u>** – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.

12. **Plan of Conservation & Development Implementation Committee – Water Control Representative Vacancy –** Bruce Laroche has passed away. Water Control Commission to recommend a representative to appoint. Term would be until January 31, 2033.

13. **Planning and Zoning Commission – Vacancy – Alternate** - Michael Paszczuk has resigned. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

14. **Veterans' Commission – Vacancy** – Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

15. **Veterans' Commission – Vacancy –** Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).

16. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.

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

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

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

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

21. **Water Control Commission – Vacancy –** Bruce Laroche has passed away. Replacement term would be until January 31, 2030. Can be filled with a D, R or U.

22. **Zoning Board of Appeals – Vacancy** – Ryan Matson has resigned. Replacement term would be until January 31, 2026. Can be willed with a D, R or U.

K. TOWN MANAGER'S REPORT:

L. SPECIAL COMMITTEE REPORTS:

M. COUNCILORS' COMMUNICATION:

N. ACCEPTANCE OF MINUTES: July 22, 2025

O. ADJOURNMENT

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 22, 2025

SUBJECT: Donation to Berlin Animal Control

SUMMARY:
Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20020.00000

PERIOD	AMOUNT	PURPOSE	DONOR*
7/1/25-7/28/25	$50.00 (ck#67492061)	Animal Care	Thomas Ottman, Berlin
	$100.00 (ck# 1095)	Animal care	Pamela Donaroma, Berlin
	$10.00 (cash)	Animal Care	Anonymous
	$530.00 (value)	Vet Care	FOBAC, Berlin
	$100.00 (ck# 3951)	Animal Care	Lucy Pajor, Berlin

* Unless a name is mentioned, donors requested anonymity

FUNDING:
None

ACTION NEEDED:
Move to accept donations to the Berlin Animal Control Donation Account for $260.00 and supplies/medical care valued at $530.00

ATTACHMENTS:
None

PREPARED BY: Janice Fuller, Animal Control

JF

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

July 1, 2025

Thomas Ottman II
53 Westview TER
Berlin, CT 06037

Dear Thomas,

Thank you so much for the very generous monetary donation and continuing to support our animals. We appreciate it very much!

Thanks again.

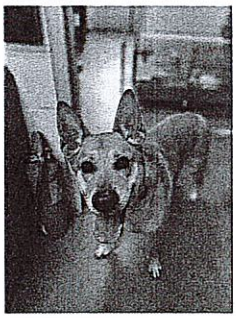
Sincerely,

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

July 1, 2025

Pamela Donaroma
1145 Kensington Rd
Berlin, CT 06037

Dear Pamela,

Thank you so much for the very generous monetary donation in memory of Buddy. We appreciate it very much; we are sorry to hear about your loss.

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

Lucy Pajor
415 Lower Lane
Berlin, CT 06037

Dear Lucy

Thank you very much for the donation $100.00 for the adoption of sweet little "Smudge" aka "Lenny".
We know he will get the best of care and much needed love that he deserves.
Thank you for adopting from us.
Your kindness & generosity will help with the animal care and comfort at our facility.

Thanks again.
Sincerely,

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



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

Windsor Animal Clinic

46 Poquonock Avenue
Windsor, CT 06095
(860) 688-4969
windsoranimalclinic@hotmail.com

Town Of Berlin (# 11015)
600 Christian Lane Home Phone: 538-4719 (860)
Berlin, CT 06037 Work Phone: - ( ) ext:
Email Address: jlund@berlinct.gov

Jul 29, 2025

Invoice Number 235387

Julie (# S)

Species: Feline
Sex: Female Spayed
Age: 8 months old
Breed: DSH
Coat Color: Or & Wht
Weight: 0 lbs.

Rabies Tag Number: 0879

Annual Exam:
Cat Dist. Resp: 07/28/2026
Dental:
Fecal Exam:
Fecal Ova & Giardia Test:
Feline Leukemia:

Date	Code	Description	Qty		Price
07/28/2025	1732	**Feline Spay - Mature/In Heat**	1	$	100.00
	262	**Feline Dist/Resp - yearly**	1	$	20.00
	250	**Rabies - 1 year**	1	$	20.00
			Total for Julie:	$	140.00

Nugget (# Q)

Species: Feline
Sex: Male Neutered
Age: 17 weeks and 4 days old
Breed: DSH
Coat Color: (None)
Weight: 0 lbs.

Rabies Tag Number: 0877

Annual Exam:
Cat Dist. Resp: 07/28/2026
Dental:
Fecal Exam:
Fecal Ova & Giardia Test:
Feline Leukemia:

Date	Code	Description	Qty		Price
07/28/2025	1614	**Feline Castration - Immature**	1	$	85.00
	262	**Feline Dist/Resp - yearly**	1	$	20.00
	250	**Rabies - 1 year**	1	$	20.00
			Total for Nugget:	$	125.00

Spice (# R)

Species: Feline
Sex: Male Neutered
Age: 2 years old
Breed: DSH
Coat Color: (None)
Weight: 0 lbs.

Rabies Tag Number: 0878

Annual Exam:
Cat Dist. Resp: 07/28/2026
Dental:
Fecal Exam:
Fecal Ova & Giardia Test:
Feline Leukemia:

Date	Code	Description	Qty		Price
07/28/2025	1615	**Feline Castration - Mature**	1	$	85.00
	262	**Feline Dist/Resp - yearly**	1	$	20.00
	250	**Rabies - 1 year**	1	$	20.00
			Total for Spice:	$	125.00

Town Of Berlin (# 11015)
Sprinkle (# P) - Continued

Sprinkle (# P)

Species: Feline
Sex: Female Spayed
Age: 17 weeks and 4 days old
Breed: D.S.H.
Coat Color: Tabby
Weight: 0 lbs.

Rabies Tag Number: 0876

Annual Exam:
Cat Dist. Resp: 07/28/2026
Dental:
Fecal Exam:
Fecal Ova & Giardia Test:
Feline Leukemia:

Date	Code	Description	Qty		Price
07/28/2025	1731	**Feline Spay - Immature0**	1	$	100.00
	262	**Feline Dist/Resp - yearly**	1	$	20.00
	250	**Rabies - 1 year**	1	$	20.00

Dr. Larry Pennington

Total for Sprinkle:	$	140.00
Total Invoice:	$	530.00
Previous Balance:	$	0.00
Total Amount Due:	$	530.00
3. Mastercard	$	130.00
3. Mastercard	$	400.00
Total Payments - Thank you:	$	530.00
New Balance Due:	$	0.00

Check out our website at www.thewindsoranimalclinic.com or like us on Facebook!

Access your pets medical records at TheVetHero.com

TOWN OF BERLIN

Department of Finance

REPORT OF RECEIPTS

For Department Of Finance **RR #** 0

Date 7/18/2025

Batch or Dept. Number 0 Page 1 of 1

DEPARTMENT Animal Control Donation Fund

PREPARED BY Janice Lund, ACO / Kate Matson, AACO

Period Covered FROM 7/1/25 — TO 7/18/25

ACCOUNT NUMBER	DESCRIPTION	$ AMOUNT
001.00.0000.0.20020.0000	Thomas Ottman II Animal Care ck#67492061	$ 50.00
	Pamela Donaroma Animal Care ck# 1095	100.00
	Annonymous Animal Care cash	10.00
Coin	0.00	
CASH >	10.00	
CHECKS>	150.00	
TOTAL	160.00	

DEPT HEAD OR AUTH. SIGNATURE | DATE | TOTAL DEPOSIT $160.00

FOR FINANCE DEPT. AND TREASURER USE ONLY

RECEIVED BY [signature] DATE 7/29/25

POSTED BY DATE

TREASURER OR AUTHORIZED SIGNATURE DATE

RR APPROVED BY DATE

FINANCE DEPT

TOWN OF BERLIN

Department of Finance

REPORT OF RECEIPTS

For Department Of Finance **RR #** 0

Date 8/12/2025

Batch or Dept. Number 0 Page 1 of 1

DEPARTMENT Animal Control Donation Fund

PREPARED BY Janice Lund, ACO / Kate Matson, AACO

Period Covered FROM 8/1/25 — TO 8/12/25

ACCOUNT NUMBER	DESCRIPTION	$ AMOUNT
001.00.0000.0.20020.0000	Lucy Pajor Adopt # 008 "Lenny" TL#25-010 ck#3951	$ 100.00
Coin	0.00	
CASH >	0.00	
CHECKS>	100.00	
TOTAL	100.00	

COPY COPY

DEPT HEAD OR AUTH. SIGNATURE Janice Fully ACO DATE 8/12/25 TOTAL DEPOSIT $100.00

FOR FINANCE DEPT. AND TREASURER USE ONLY

RECEIVED BY DATE 8/12/25

POSTED BY DATE

TREASURER OR AUTHORIZED SIGNATURE DATE

RR APPROVED BY DATE

FINANCE DEPT

Consent

Agenda Item No. 2
Request for Town Council Action

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

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

DATE: **August 25, 2025**

SUBJECT: **Homeland Security Memorandum of Agreement**

Summary of Agenda Item:

The Town of Berlin is required by the Federal Department of Homeland Security to enter into a Memorandum of Agreement (MOA) with the State of Connecticut Department of Emergency Services and Public Protection (DESPP). This MOA authorizes the DESPP to administer funds for regional projects coordinated by CRCOG.

Action Needed:

Move to authorize a resolution that the Berlin Town Council may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection any and all documents which it deems to be necessary or appropriate; and further resolve that Ryan Curley, as Town Manager of the Town of Berlin, is authorized and directed to execute and deliver any and all documents on behalf of the Berlin Town Council and to do and perform all acts and things he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

Attachments:

Resolution

Prepared By: David Bagioni, Deputy Director of Emergency Management

Town Of Berlin

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

Office of the Town Clerk & Registrar of Vital Statistics

CERTIFICATION:

I, Kathryn J. Wall, the Town Clerk of Town Council, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town Council at its duly called and held meeting on September 2, 2025, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Berlin Town Council may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Ryan Curley, as Town Manager of Town of Berlin, is authorized and directed to execute and deliver any and all documents on behalf of the Berlin Town Council and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Ryan Curley has held the office of Town Manager from January 2, 2025 to Present.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 3rd day of September 2025.

_____

Kathryn J. Wall, Town Clerk

Seal

Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 21, 2025

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash				
	2,188.42	FOL Misc. Acct.	5 programs, program supplies, 1 museum pass renewal & coffee supplies	Friends of the Library
	100.00	Library Agency Acct.	adult books in memory of Brian Welz	Charlene Schmid
	96.62	Unrestricted Donations	in memory of Lois MacFarlane	Richard Hanley
	2,385.04			
Equip/Merch				
	169.83	books	to be added to the appropriate department collection	various patrons
	169.83			

Funding:
No funding needed

Action Needed:
Move to accept monetary donations totaling $2,385.04 and deposit $2,188.42 into the Friends of the Library Miscellaneous account for five programs, program supplies, one museum pass renewal and coffee supplies and deposit $100.00 into the Library Agency account for the purchase of adult books and deposit $96.62 into the Unrestricted Donations account for the libraries greatest need and move to accept the donation of books with an approximate value of $169.83 to be added to the appropriate department collection.

Attachments:
n/a

Prepared By:
Carrie Tyszka, Library Director CT

Consent

Agenda Item No. 4
Request for Town Council Action

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

FROM: **Ryan Curley- Town Manager**

DATE: **August 11, 2025**

SUBJECT: **St. Paul's Concert on the Green Events Traffic Direction & Control Fee Waiver**

Summary of Agenda Item:

St. Paul's Church is requesting that the Town of Berlin waive the traffic and control fees associated with their concert series held in June, July and August 2025.

Funding:

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

Action Needed:

Move to approve waiving the police fees in the approximate amount of $ 3,800.00 for traffic control and direction for the "Concerts on the Green" held June 26, July 17 (cancelled/ rescheduled), July 24, and August 7, 2025 at the St. Paul's Parish Green , 485 Alling Street, Berlin ,Ct.

Attachments:

Request for Fee Waiver Form

Cost Form

Prepared By:

Lieutenant Michael Jobes, Berlin Police Department

TOWN OF BERLIN
Request for Fee Waiver

Requesting Organization: St. Paul Church **Contact Name:** Pat Hysek **Phone Number:** 860-356-6462	**Date:** 8-7-25
Event: Summer Concerts (3)	**Date of Event:** 6/27, 7/17, 8/7
Location of the Event: Alling Street Green	
What fee do you want waived: Police Fees for 3 Concerts	
Identify the hardship incurred: Free town event for the Community.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: Use of Parish Property for town Events.	

Town Manager review:

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

Yes ☑ No ☐

If so, which criteria:

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

TMO Form 092011

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: St. Paul Church

Comments:

Signature 8-7-25 **Date**

Town Manager Signature 8/27/25 **Date**

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

1. Fee Waiver Policy

    1. Fee waivers will be granted on an ad-hoc basis giving due consideration to the financial needs of the Town and the fiscal impact of the waiver upon the Town.

    2. Preference for fee waivers will be given to those private, non-profit organizations that serve Berlin that are proposing events which will raise funds that are intended to supplement Town funds for budgeted items or programs, raise funds for programs that would normally be funded by the Town, raise funds for programs by non-profit groups that have contributed substantially to the community, raise funds for programs for local senior or youth groups with a state or national affiliation or raise funds for scholarships for Berlin students.

    3. The Town of Berlin will grant fee waivers sparingly with due consideration given to the costs and benefits derived from the fee waiver.

    4. Golf Course charity fees will be set at the 18 hole resident rate.

    5. The Town Council will consider waiving fees only when the Town Manager receives in writing a request stating that an undue hardship exists and the overall benefit the community will receive as a result of the program. Such waivers must be submitted at least one month in advance of the event for which the waiver is sought.

    6. Any and all fee waivers are at the sole discretion of the Town Council.

BERLIN POLICE DEPARTMENT

Lieutenant Michael Jobes · Support Services Division
Email: mjobes@berlinpd.org Phone: (860) 828-7088

Date: August 11, 2025

Event Name: Concert on the Green 2025

Requestor/Organization: St. Paul's Church

Date of Event: June 26, July 17(cancelled storms/rescheduled), July 24, August 7, 2025

Number of Officers: Two & cruisers

Time: 8 hours per concert

Contract Rate: Private Duty

Approximate Total: $ 3,800.00

Function of Officer Assigned: Traffic control and police presence

Lt. Michael Jobes

Consent

Agenda Item No.__5
Request for Town Council Action

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

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

DATE: **August 25, 2025**

SUBJECT: **Donations for K9 Program**

Summary of Agenda Item:

The Police Department has received $1,550.00 in donations from Peggy Morton ($150), Donna Barrows ($200) and Keith Morton ($1,200) 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 $1,550.00 and appropriate the funds to the Police K9 Program Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe DG

Consent

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 28, 2025

SUBJECT: Timberlin Golf Course – Golf Course Donation

SUMMARY OF AGENDA ITEM:

Ms. Maryalice Bighinatti would like to donate $2,250 towards a commemorative bench for Timberlin Golf Club. The $2,250 will cover the cost of a bench, bronze plaque, and any future maintenance for the bench.

FUNDING:

Acct # 100.25.2543.2.45100.00000

ACTION NEEDED:

Move to accept Ms. Bighinatti donation of $2,250 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account.

ATTACHMENTS:

None

PREPARED BY:

Sol Guerrero, PGA – Director of Golf Sol

Consent

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 28, 2025

SUBJECT: Timberlin Golf Course – Golf Course Donation

SUMMARY OF AGENDA ITEM:

Mr. Michael Jedd would like to donate $2,000 towards a commemorative bench for Timberlin Golf Club. The $2,000 will cover the cost of a bench, bronze plaque, and any future maintenance for the bench.

FUNDING:

Acct # 100.25.2543.2.45100.00000

ACTION NEEDED:

Move to accept Mr. Jedd's donation of $2,000 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account.

ATTACHMENTS:

None

PREPARED BY:

Sol Guerrero, PGA – Director of Golf SG

Consent

Agenda Item No. 8
Request for Town Council Action

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

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

DATE: **August 22, 2025**

SUBJECT: **Authorization to Apply for an FY25-26 Supporting Arts grant from the Connecticut Office of the Arts**

Summary of Agenda Item:

Staff applied for a Supporting Arts Grant from the Connecticut Office of the Arts in FY22-23 receiving a grant of $1,000, received $6,623.00 for FY23-4, and received $6,009.00 in FY24-5. In order to accept the grant, The Arts & Culture Ad Hoc Committee was formed in late 2023 with 5 members from the community (and 2 staff liaisons) to oversee and determine the best use of the funds.

The Economic Development Department in coordination with Berlin-Peck Memorial Library would like to apply for funding in FY25-26. The amount is determined by the CT Office of the Arts if we are awarded a grant.

Action:

Move to approve the Economic Development Department in coordination with Berlin-Peck Memorial Library to apply for a Supporting Arts Grant for FY25-26 and authorize Ryan Curley, Town Manager, to sign the application for the grant. If we receive a grant, the funds will be held in the Supporting Arts Grant Account.

Attachments:

Certified Resolution

Prepared By:
Chris Edge, Economic Development Director CE
Carrie Tyszka, Library Director, Berlin-Peck Memorial Library

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)

CERTIFIED RESOLUTION OF THE LEGISLATIVE BODY

I, Kate Wall, Berlin Town Clerk, certify that below is a true copy of a resolution duly adopted by the

Town of Berlin
(Name of the Applicant, Organization or Municipality)

at a meeting of its Town Council
(Legislative or Governing Body)

On _____ and which has not been rescinded or modified in any way whatsoever and is at
(Date)
present in full force and effect,

_____ _____
(Date) (Signature and Title of Official)

NOW, THEREFORE, BE IT RESOLVED BY THE
Town Council
(Legislative or Governing Body)

1. That it is cognizant of the conditions and prerequisites for the State Assistance imposed by
The CT Office of the Arts
(Organization)

2. That the filing of an application for State financial assistance (grants) by the
Town of Berlin
(Applicant)

in an amount to be determined is hereby approved and that

its Town Manager Ryan Curley
(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the

Town Of Berlin

NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN
SEPTEMBER 2, 2025

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, September 2, 2025 at 7:00 p.m. for the purpose of holding a public hearing as follows:

Sale of 143 Percival Avenue (former Knights of Columbus property) to Vesta Corporation/O'Riordan Migani Architects for the proposed development of 70 affordable senior housing units.

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

Kathryn J. Wall
Town Clerk

Publication Date:
August 21, 2025
August 26, 2025
New Britain Herald

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 25, 2025

SUBJECT: Receipt of CGS §8-24 Report from the Planning and Zoning Commission for Lot Line Revision and Discussion Related to the Public Hearing for the Sale of 143 Percival Avenue Proposed Housing for the Elderly.

Summary of Agenda Item:

After an RFQ selection process, Vesta Corporation was chosen to develop affordable senior rental housing at the Town owned property of 143 Percival Avenue. The parcel is the site of the former Knights of Columbus hall. Past similar and related Town approvals pursuant to CGS §8-24 have occurred to advance the development of the proposed housing including the property purchase by the Town from the Knights of Columbus in 2002, 2010 approval to sell for development of elderly housing by the Berlin Housing Authority, and related 2014 lot line revision (the plan did not come to fruition).

The development plan by Vesta Corporation for affordable senior housing has been reviewed and approved with modifications and conditions by the Planning and Zoning Commission. During development of the plan, it was realized that the Town would like to pursue retaining additional land to provide future access and connectivity opportunities to adjacent town owned parcels. The requested review for sale of the property with lot line revisions will allow for a minimum of 15 feet access around the ball fields to the north of the parcel and an access point at the southerly end of the existing parcel to connect town land to Lawndale Street with the remaining land to be conveyed for the development of the approved elderly housing. The Town Council sent a referral of the sale of 143 Percival Avenue to the Planning and Zoning Commission pursuant to CGS §8-24. Also, a Town Council public hearing for sale of 143 Percival Avenue will be held prior to the regular Town Council meeting at September 2, 2025, at 7:00 PM, at the Berlin Town Council Chambers, 240 Kensington Road, Berlin, CT.

The purpose of this Town Council agenda item is to acknowledge receipt of the CGS §8-24 report from the Planning and Zoning Commission concerning the sale of 143 Percival Avenue and to provide the opportunity for the Town Council to discuss comments received at the public meeting.

Funding:

None

Action Needed:

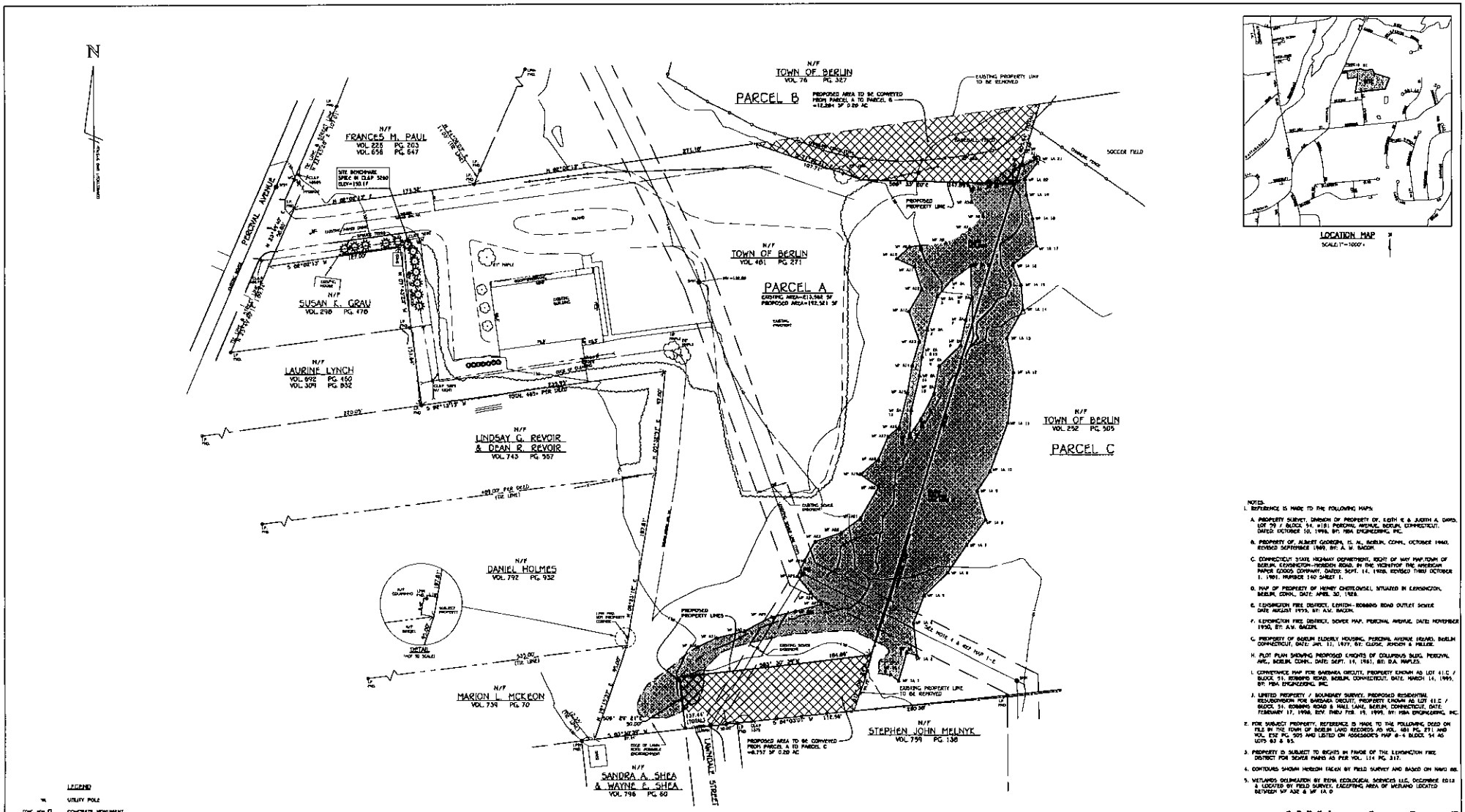
Move to accept receipt of the CGS §8-24 report from the Planning and Zoning Commission concerning the sale of 192,521 square feet (4.42 acres) parcel at 143 Percival Avenue.

Attachments:

1. Map showing parcel A as revised, prepared by Angus McDonald Gary Sharpe & associates, Inc. dated June 19, 2023, rev to 7-23-25.
2. Planning and Zoning Commission Notice of Decision of June 12, 2025, of Special Permit and site plan approval for development of housing for elderly persons.
3. PZC Notice of Decision of July 24, 2025, for favorable recommendation of §8-24 review for sale of 143 Percival Avenue.

Prepared By:

Maureen K. Giusti, AICP, Town Planner MKG
Jim Mahoney, Economic Development Coordinator



NOTES:

1. REFERENCE IS MADE TO THE FOLLOWING MAPS:
   A. PROPERTY SURVEY, OWNER OF PROPERTY DY. EDITH K. & JUDITH A. DAVIS, LOT 79 / BLOCK 54, #181 PERCIVAL AVENUE, BERLIN, CONNECTICUT. DATED: OCTOBER 10, 1996, BY: MBA ENGINEERING, INC.
   B. PROPERTY OF, ALBERT GOODRICH, ET. AL, BERLIN, CONN., OCTOBER 1960, REVISED SEPTEMBER 1969, BY: A. W. BACON.
   C. CONNECTICUT STATE HIGHWAY DEPARTMENT, RIGHT OF WAY MAP TOWN OF BERLIN, EXCHANGTON-ROBBINS ROAD, IN THE VICINITY THE AMERICAN PAPER GOODS COMPANY, DATED: SEPT. 14, 1928, REVISED THRU OCTOBER 1, 1961. NUMBER 140 SHEET 1.
   D. MAP OF PROPERTY OF HENRY CHATTOWSKI, SITUATED IN EXCHANGTON, BERLIN, CONN., DATE APRIL 30, 1928.
   E. EXCHANGTON FIRE DISTRICT, EDITH-ROBBINS ROAD OUTLET SEWER DATE AUGUST 1959, BY: A.W. BACON.
   F. EXCHANGTON FIRE DISTRICT, SEWER MAP, PERCIVAL AVENUE, DATE: NOVEMBER 1956, BY: A.W. BACON.
   G. PROPERTY OF BERLIN ELDERLY HOUSING, PERCIVAL AVENUE (ROAD), BERLIN CONNECTICUT, DATE: JAN. 11, 1977, BY: CLOSE, JENSEN & MILLER.
   H. PLOT PLAN SHOWING PROPOSED KNIGHTS OF COLUMBUS BLDG. PERCIVAL AVE., BERLIN, CONN., DATE: SEPT. 19, 1961, BY: D.A. MAPLES.
   I. CONVENIENCE MAP FOR SARDINIA CIRCUITS, PROPERTY KNOWN AS LOT 61.C / BLOCK 51, ROBBINS ROAD, BERLIN, CONNECTICUT, DATE: MARCH 14, 1999, BY: MBA ENGINEERING, INC.
   J. LIMITED PROPERTY / BOUNDARY SURVEY, PROPOSED RESIDENTIAL SUBDIVISION FOR SARDINIA CIRCUIT, PROPERTY KNOWN AS LOT 61.C / BLOCK 51, ROBBINS ROAD & HALL LANE, BERLIN, CONNECTICUT, DATE: FEBRUARY 17, 1998, REV. THRU FEB. 19, 1999, BY: MBA ENGINEERING, INC.
2. FOR SUBJECT PROPERTY, REFERENCE IS MADE TO THE FOLLOWING DEED ON FILE IN THE TOWN OF BERLIN LAND RECORDS AS VOL. 481 PG. 271 AND VOL. 252 PG. 505 AND LISTED ON ASSESSOR'S MAP 6-1 BLOCK 54 AS LOTS 63 & 65.
3. PROPERTY IS SUBJECT TO RIGHTS IN FAVOR OF THE EXCHANGTON FIRE DISTRICT FOR SEWER MAINS AS PER VOL. 114 PG. 317.
4. CONTOURS SHOWN HEREON TAKEN BY FIELD SURVEY AND BASED ON NAVD 88.
5. WETLANDS DELINEATION BY RENA ECOLOGICAL SERVICES LLC, DECEMBER 2013 & LOCATED BY FIELD SURVEY, EXCEPTING AREA OF WETLAND LOCATED BETWEEN WF A26 & WF 1A 0

SCALE IN FEET

PREPARED FOR HOUSING AUTHORITY OF THE TOWN OF BERLIN

LEGEND

- UTILITY POLE
- CONC. HGH CO — CONCRETE MONUMENT
- FOUND
- IRON PIN
- IRON PIPE
- STONEWALL
- FIRE HYDRANT
- EDGE OF WETLAND/FLAG NUMBER
- EDGE OF TREELINE
- RETAINING WALL
- SCLC — BITUMINOUS CONCRETE LIP CURBING
- W.S.O. — WATER SHUTOFF
- W.G. — WATER GATE

BOUNDARY LINES OF ADJOINING PROPERTIES ARE SHOWN FOR GENERAL INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS BEING ACCURATELY LOCATED OR DEPICTED.

DEFINITION NOTES:

1. THIS SURVEY PLAN MAP WAS PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTION 20-300b-1 THROUGH 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 10, 2004
   A. TYPE OF SURVEY: PROPERTY SURVEY
   B. BOUNDARY DETERMINATION: EXISTING PROPERTY LINES ARE REQUIRED
   C. THIS SURVEY CONFORMS TO THE STANDARDS AND ACCURACY OF CLASS A-2

ANGUS L. McDONALD JR.
CONN. L.S. #70173

STATE OF CONNECTICUT
ANGUS L. McDONALD JR.
70173
LICENSED
LAND SURVEYOR

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

LAND & MARINE
ENGINEERING
SURVEYING
PLANNING

ANGUS McDONALD
GARY SHARPE
& ASSOCIATES, INC.
SINCE 1966

P.O. BOX 4006, 34A BEARTOWN POST ROAD
BLUE BERRIGAN, CONNECTICUT 06475
TEL: (860) 563-4011, FAX (860) 563-3486

PROPERTY LINE REVISION MAP

PROPERTIES OF

TOWN OF BERLIN

143 PERCIVAL AVENUE
BERLIN, CONNECTICUT

DATE: JUNE 19, 2023 SCALE: 1"=40'

DRN MCM	CKD	APP'D
SHEET 1 of 1	JOB NO. 135848	

REVISIONS: 1-26-24 [illegible] NO B.A. [illegible]
1-23-25 [illegible]

Town of Berlin

Planning and Zoning Department
240 Kensington Road
Berlin, Connecticut 06037
www.berlinct.gov

Planning and Zoning Commission
Zoning Board of Appeals
Conservation Commission
Historic District Commission

August 17, 2025

Subject: Special Permit with Site Plan Amendment

To Whom It May Concern,

At its regular meeting of June 12, 2025, the Berlin Planning and Zoning Commission voted to approve, with staff comments, the Special Permit with Site plan Amendment of Aaron Greenblatt; Vesta Corporation & Joseph Migani; O'Riordan Migani Architects LLC for the construction of elderly housing at 143 Percival Avenue MBL 8-4-54-63 as revised, in the R-11 zone.

In accordance with Connecticut State Statutes, the Notice of Decision for the Special Permit must be filed in the Berlin Land Records along with the approved site plan. Please bring the enclosed, original document along with the $70 document filing fee and $20 map filing fee to the Office of the Berlin Town Clerk.

Should you have any questions, please call this office.

Sincerely,

Alexa Gorlick, Assistant Town Planner

Maureen K. Giusti, AICP, Town Planner, 860-828-7060, mgiusti@berlinct.gov
Alexa Gorlick, Assistant Town Planner, 860-828-7186, agorlick@berlinct.gov
Paul Morbidelli, Zoning Enforcement Officer, 860-828-7008, pmorbidelli@berlinct.gov
Ashley Castellani, Land Use Administrator, 860-828-7066, acastellani@berlinct.gov

Town of Berlin

Planning and Zoning Department
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Planning and Zoning Commission
Zoning Board of Appeals
Conservation Commission
Historic District Commission

August 17, 2025

NOTICE OF DECISION
SPECIAL PERMIT/SITE PLAN AMENDMENT

Application:	**Site Plan and Special Permit**
Project Name:	**143 Percival Senior Housing**
Address:	**143 Percival Avenue (8-4-54-63) as proposed to be revised**
Zone:	**R-11**
Applicant:	**Aaron Greenblatt; Vesta Corporation & Joseph Migani; O'Riordan Migani Architects LLC**
Owner:	**Town of Berlin, subject to acquisition MOU with Vesta Corporation**
Proposal:	**70 residential elderly housing units in two buildings and related site improvements in accordance with BZR §XI.Q. Housing for elderly persons.**

Percival Avenue Senior Living – C0-C10 – June 19, 2023

At a regular meeting held on June 12, 2025, the Berlin Planning and Zoning Commission reviewed and considered the above-referenced application and took the following action:

Upon a motion to approve the Special Permit with Site Plan Amendment application made by Commissioner Jorsey and seconded by Commissioner Zigmont, the following motion was approved unanimously.

Whereas, Aaron Greenblatt; Vesta Corporation & Joseph Migani; O'Riordan Migani Architects LLC is seeking site plan and special permit approvals for the demolition of the vacant Knights of Columbus building and the construction of two new three-story buildings containing 70 residential elderly housing units and related site improvements on an approximately 4-acre land parcel owned by the Town of Berlin located at 143 Percival Avenue in the R-11 zone pursuant to §V.A.3.i. and §XI.Q as amended of the Berlin Zoning Regulations; and,

Whereas, Vesta Corporation will manage the rental housing project; and,

Whereas, in 2015, the Housing Authority was granted town approvals for a 2-building complex that would have 50 elderly units. The Housing Authority was unable to secure funding to move forward, and the town pursued an amendment to the Zoning Regulations, which was approved and allowed development by other entities on town-owned land; and,

Maureen K. Giusti, AICP, Town Planner, 860-828-7060, mgiusti@berlinct.gov
Alexa Gorlick, Assistant Town Planner, 860-828-7186, agorlick@berlinct.gov
Paul Morbidelli, Zoning Enforcement Officer, 860-828-7008, pmorbidelli@berlinct.gov
Ashley Castellani, Land Use Administrator, 860-828-7066, acastellani@berlinct.gov

Whereas, the parcel is to be conveyed to the developer with a previously approved lot modification that adjusts the limits of the parcel for the ballfields to the north to be entirely on the town park site; and,

Whereas, the town requested subsequent lot modification to provide connectivity to adjacent town parcels to which the applicant has agreed and,

Whereas the Commission approved a related text amendment that reduced the required lot area per unit which allows for the lot modification; and,

Whereas, the Plan of Conservation and Development and Affordable Housing Plan identify the need for affordable senior housing and housing choice; and,

Whereas, the applicant acknowledged the Application form incorrectly states that ZBA is required therefore, with the approved text amendment no related ZBA actions have been identified as necessary.

Whereas, the plan proposed development plan set titled: Percival Avenue Senior Living, Site Development Plans – New construction of 70 Senior Housing Units, Vesta Corporation, Inc., Prepared by O'Riordan Migani Architects LLC, Seymour CT, Nafis & Young Civil Engineering and Surveying, Northford CT, Innovative Engineering Services LLC Wallingford CT, and E2 Engineers, New London CT dated 02/26/25 Sheets C0 – C10 as indexed on the cover sheet, noting C9 not used. Sheet C2 amended 4/24/25.
And Architectural Plans dated 02/14/25 sheets A000, AS01, A101-105 and A201, A202. Was reviewed and commented on; and,

Whereas, Building 'A' will have 34 units total, with (26) 1-bedroom and (8) 2-bedroom apartments. Building 'B' will have 36 units total, with (27) 1-bedroom and (9) 2-bedroom apartments. A gabled roof accessory structure storage shed is proposed at the northwest corner of Building B, adjacent to the dumpster pad, community amenities and an on-site management office. The designs include gable roofs, clapboard siding, and entry porches; and,

Whereas, the applicant proposes, per the Regulations at least 50% of the units are required to be Affordable as defined, with 25% priced for households earning 60% or less of the area median income; and,

Whereas, 88 parking spaces are proposed, with 70 for residents and 18 for staff and visitors, meeting the requirement of 1.25 spaces per unit; and,

Whereas, a mix of canopy trees and shrubs will be installed throughout the site. 6 ft wood stockade fencing is proposed along the westerly and south of Building A, abutting residential properties on Percival Avenue; and,

Whereas, Building B includes a common/community room with an outdoor patio on its west side and an adjacent bocci court and raised community garden beds on the south for the use of the residents; and,

Whereas, wetlands extend along the western side of the site, extending into adjacent town property and wrapping to the south. The IWWCC approved the project on May 6, 2025; and,

Whereas, a system of catch basins, roof drainage, and underground piping will flow to a detention area on the east side of the site.

Therefore, be it resolved that the applications are approved with the following conditions and modifications:

1. The Commission authorize professional staff to approve modifications of the plan that are compliant with the regulations, which may result from related town approvals of lot line adjustments for conveyance and related technical drawings.
2. The lot line revision map and related instrument as finalized with applicable town approvals be recorded prior to building permits being issued or as otherwise advised by corporation counsel.
3. The applicant provides an Affordability Plan for filing, with an administrator acceptable to the Town and including identification of the units for review by the Town Attorney and Town Planner.
4. SESC installed to the satisfaction of the ZEO & Wetlands agent prior to disturbance.
5. Detention area maintenance plan be filed with the Town to the satisfaction of Planning and Engineering staff and Corporation Counsel.
6. The applicant coordinates with the Kensington Fire District regarding technical details on sewer and water and obtain its approval for permit application.
7. Certified site distance at the driveway be provided and rectified to the satisfaction of the Traffic Officer per PD comments.
8. Location of Handicap parking for access to each building be provided to the satisfaction of the Building Official.
9. In accordance with the Regulations, utilities are to be placed underground.
10. The applicant return to the Commission for review of final architectural details for the buildings including materials and finishes.
11. Any adjustments or modification of approved plans, including landscaping and lighting be reviewed by the town planner to determine necessary approval.
12. The applicant work with staff on fencing along the northerly property line to delineate the parcel from the park while adding pedestrian connectivity to Percival Park.
13. Any outstanding Department comments must be resolved to the satisfaction of the commenting department before issuance of building permits.

14. Modified plans in accordance with all approvals be submitted for Planning and Zoning review prior to and for recording with the special permit.

The applicant shall submit the final site development plans, architectural plans and other relevant documents to the Building Department for inter-department review for compliance including but not limited to the Planning & Zoning Commission approval and the Berlin Zoning Regulations prior filing of the approved plan with this Special Permit on the Land Records and prior to application for building permits.

This special permit decision and related overall site development plan as revised it to be recorded with the town clerk.

In accordance with Section XIII.A.13 of the Town of Berlin Zoning Regulations, failure to complete all approved work within five years of the approval date shall result in automatic expiration of the approval. Upon a written request to extend the special use approval beyond five years, the Planning & Zoning Commission may grant one or more extensions of time to complete all work in accordance with the Connecticut General Statutes and the Berlin Zoning Regulations.

Alexa Gorlick
Assistant Town Planner

Owner of Record

Town of Berlin

Planning and Zoning Department
240 Kensington Road
Berlin, Connecticut 06037
www.berlinct.gov

Planning and Zoning Commission
Zoning Board of Appeals
Conservation Commission
Historic District Commission

July 31, 2025

TOWN OF BERLIN

NOTICE OF DECISION

SUBJECT: Review and Recommendation in Accordance with §8-24 of the Connecticut General Statutes

At its regular meeting of July 24, 2025, the Berlin Planning and Zoning Commission, after review in accordance with Section 8-24 of the Connecticut General Statues, voted unanimously to forward favorable recommendation to the Town Council for the matter of a lot line revision and sale of property at 143 Percival Avenue for the purpose of development of affordable elderly housing as approved by the Planning and Zoning Commission at its June 12, 2025 meeting.

Maureen Giusti, AICP
Town Planner

Maureen K. Giusti, AICP, Town Planner, 860-828-7060, mgiusti@berlinct.gov
Alexa Gorlick, Assistant Town Planner, 860-828-7186, agorlick@berlinct.gov
Paul Morbidelli, Zoning Enforcement Officer, 860-828-7008, pmorbidelli@berlinct.gov
Ashley Castellani, Land Use Administrator, 860-828-7066, acastellani@berlinct.gov

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 25, 2025

SUBJECT: Approval of Program/Event Sponsorship Policy

SUMMARY:

The Berlin Senior Center has developed a Program and Event Sponsorship Policy outlining the guidelines and procedures for individuals, organizations, or businesses seeking to sponsor programs or events at the Center. This policy was created in response to a directive to formalize a consistent approach to sponsorships and was developed after reviewing comparable policies from other senior centers throughout Connecticut.

FUNDING:

No funding needed

ACTION NEEDED:

Move to approve Senior Center Event Sponsorship Policy.

ATTACHMENTS:

Senior Center Event Sponsorship Policy

PREPARED BY:

Christine S. Doyle, Senior Center Director CDoyle

Senior Center Event Sponsorship Policy

1. Purpose

The Berlin Senior Center exists to provide a broad spectrum of services intended to enrich, empower and improves the quality of life for our members. The Berlin Senior Center provides an atmosphere conducive to increasing self-esteem, independence, mutual concern, and respect. In order to provide a comfortable environment for all, this policy has been adopted. This policy outlines the criteria and procedures for event sponsorship at the Berlin Senior Center. The goal is to ensure all events conducted, held or presented by outside entities or individuals are consistent with the foregoing mission.

2. Scope

This policy applies to all groups, organizations, and individuals seeking to sponsor, co-sponsor, present, or host events at the Berlin Senior Center.

3. General Sponsorship Guidelines

Sponsorships are allowed under the following conditions:

- The proposed event aligns with the Center's mission to support healthy aging, social connection, education, and wellness for older adults.
- The sponsor's purpose and any materials to be distributed or presented are neutral, non-discriminatory, nonpartisan, and do not endorse nor oppose religious or political ideology.
- All sponsors must submit an Event Sponsorship Request Form for review and approval by Center administration at least 7 days in advance. The Center's administration has sole discretion as to whether a request will be approved or rejected. Examples of acceptable sponsors include:

- Local nonprofits, civic organizations and other organizations engaged in charitable purposes
- Healthcare agencies and hospitals
- Financial institutions offering senior-related services (e.g., fraud prevention, retirement planning)
- Educational institutions
- Local businesses offering relevant wellness or safety resources, including restaurants
- Individual residents (with pre-approval and clear objectives)

7. Fundraising and Gifts

- Sponsors may donate funds, services, or in-kind items to support Senior Center events, but such gifts must be reported and approved.
- Gifts or donations do not guarantee future sponsorship privileges.
- No quid pro quo arrangements are permitted.

8. Staff and Volunteer Conduct

Center staff and volunteers must remain neutral and are not permitted to endorse nor oppose any sponsor's products or services publicly as related to their roll at the Senior Center. Their role is to support participants and ensure events meet Senior Center standards.

9. Right to Refuse or Revoke Sponsorship

The Senior Center reserves the right to:

- Decline any sponsorship request that does not comply with this policy
- Cancel an event if a sponsor violates any terms of this policy or if the Center learns, subsequent to approval, that the event violates the policy
- Modify the policy at any time in accordance with Center priorities

10. Appeals

If a sponsorship request is denied, the sponsor may submit a written appeal to the Center Director within 10 business days. Final decisions rest with the Director, her supervisor and Town Manager.

11. Questions & Contact

For more information or to submit a sponsorship request, contact:
Tina Doyle
Phone: 860-828-7006
Email: tdoyle@berlinct.gov
Address: 33 Colonial Drive, Berlin CT

Agenda Item No. 3
Request for Town Council Action

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

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

DATE: **August 20, 2025**

SUBJECT: **Purchase approval for Norcom and McGovern MHQ**

Summary of Agenda Item:

The Police Department is requesting authorization to use both Norcom and McGovern MHQ to transition and set up new police vehicles using government pricing contracts # 19PSX0088 and 21PSX0083AA as needed for an amount not to exceed $55,000.

Funding:

Police Vehicles Account 500.15.1532.0.54000.00004.

Action Needed:

Move to approve using both Norcom and McGovern MHQ utilizing government pricing to transition new police vehicles with emergency equipment and lighting depending on actual pricing and the availability of needed items for amount not to exceed $55,000.

Attachments:

Sufficiency of Funds

Prepared By:

Deputy Chief Drew Gallupe DG

TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE	4-Aug-25

Purchase Item or Contract: **Police** Requested by: **D Gallupe**

QUANTITY	DESCRIPTION	PRICE PER UNIT	$ AMOUNT
1	**Equipment for new Police vehicle**	**$55,000**	**$55,000**
		TOTAL	**$55,000**

Account No. 500.15.1532.0.54000.00004

Budgeted Amount..... **$191,640**

Encumbrances to Date..... **$56,285**

Expenditures to Date..... **$0**

Available balance..... **$135,355**

Amount Needed for This Package..... **$55,000**

Available Balance After Purchase..... **$80,355**

Is a budget change needed? ☐ Yes ☒ No

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

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

Finance Director or Town Accountant

or:

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

Finance Director or Town Accountant

Agenda Item No. 4
Request for Town Council Action

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

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

DATE: **August 27, 2025**

SUBJECT: **VNA Electronic Record System**

Summary of Agenda Item:

Edyta Halas, Interim Health Care Administrator of the Berlin VNA, requests permission to continue with the current software contract with Netsmart for electronic health records and documentation system.

Other systems were researched and quoted, but after reviewing the price comparison and expected disruptions to staff productivity with a change in documentation system, it was decided keeping Netsmart was in the best interest of the Agency and the Town.

Netsmart can continue without disruptions and the cost is $28,140 for the year, which is already included in the FY 2025-2026 budget.

- Athenaheath - Quote is $34,452 annually.
- EClinicalWorks – Quote is 48,492 annually.
- Kareo Clincal - Quote is 37,692 annually.

Action Needed:

Move to approve the continuation of the contract for Netsmart's electronic health record and documentation system for one (1) year, amount not to exceed $28,140.

Attachments:

none

Prepared By: Edyta Halas - VNA Interim Director EH

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 25, 2025

SUBJECT: Berlin Middle Management Association Union Contract

SUMMARY:

- An agreement between the Town of Berlin and the Berlin Middle Management Association has been made. The Union has unanimously voted to approve the contract.
- The length of this agreement is from July 1, 2025 – June 30, 2028.
- Notable changes to this new contract:

OVERTIME

- Section II – Overtime or compensatory time shall not include attendance at meetings required of the employee, at annual budget hearings or town meetings, meetings with Town Manager and/or elected/appointed bodies the employee may be asked to attend relative to his/her individual department's budget and/or responsibilities. *Overtime or compensatory time shall not include evening/weekend events and/or programs that are considered part of your normal duties. Flex time may be utilized when the employee is expected to work evening/weekend hours for events and/or programs.*

- Section III – *Water Control – While serving in a stand-by or on-call status, employees of the Water Department shall be paid a flat rate of $150.00 to compensate for each weekly (Sunday to Sunday) on-call assignment he/she is required to be available for.*

ARTICLE VI - ANNUAL SALARIES

- Section I - All annual salaries shall be in conformance with the salary schedule attached hereto as Appendix D. *Appendix D reflects a 3.00% wage increase effective July 1, 2025, a 3.00% wage increase effective July 1, 2026, and a 3.00% wage increase effective July 1, 2027.*

ARTICLE VIII – VACATION

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

- *Employees who were on an approved FMLA leave are not eligible to request payment in lieu of vacation or to carry over additional vacation time beyond the two (2) weeks specified above.*

ARTICLE IX - EMPLOYEE ILLNESS

Employees hired on or after July 1, 2025:

In mutual recognition of the Agreement that bargaining unit members are considered salaried personnel, it is understood that they shall act responsibly in terms of their overall attendance and time away from work due to illness. Days off or days out sick shall be measured in terms of accrued totals per year, and in terms of the efficiency and productivity of the department and the emergence of any pattern of lost time. Toward this end, the Human Resources Director shall notify the employee and the Union representatives that it wishes to meet concerning this matter should there be a concern regarding abuse of sick time.

- *Employees shall be provided twenty-one (21) paid sick days each year for absences related to minor illnesses, family sick or employee/family medical appointments.*

- *Effective July 1, 2025, and thereafter, employees shall earn sick leave credits at the rate of one and three-quarters (1.75) normal workdays per month, up to a maximum of twenty-one (21) sick leave days per fiscal year.*

- *Sick leave may be cumulative to one hundred fifty (150) days.*

ARTICLE XV - MISCELLANEOUS

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

Breakfast	$10.00
Lunch	$12.00 ($10.00 prior)
Dinner	$15.00 ($10.00 prior)

ARTICLE XIX - APPOINTMENTS AND RECLASSIFICATIONS

- Section III - Any employee, when appointed by the Town Manager to fill a Middle Management vacancy or long-term absence, on an acting basis shall receive a 7.5% increase over his/her regular salary for the period of time he/she fills both positions *up to ninety (90) days. If appointment exceeds (90) days, employee shall receive a 10% increase over his/her regular salary for the remainder of time he/she fills both positions*.

- If a Middle Management employee is asked to fill a Top Management vacancy, they will receive a 10% increase over his/her regular salary for the period of time he/she fills both positions. *The Town Manager reserves the right to further increase the employees' salary if the Top Management position remains vacant for an extended period*.

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

ACTION NEEDED:

Move to approve and authorize the Town Manager to enter into a contract with the Berlin Middle Management Association from July 1, 2025 through June 30, 2028.

ATTACHMENTS:
Union Contract

PREPARED BY:
Paula Carabetta, Human Resources Director (Town)

AGREEMENT

BETWEEN

THE TOWN OF BERLIN, CONNECTICUT

AND

THE BERLIN MIDDLE MANAGEMENT ASSOCIATION

July 1, 2025 – June 30, 2028

MIDDLE MANAGEMENT ASSOCIAION
TABLE OF CONTENTS

AGREEMENT

Between

THE TOWN OF BERLIN MIDDLEMANAGEMENT ASSOCIATION AND THE TOWN OF BERLIN

PREAMBLE

The following Contract, effective as of July 1, 2025, by and between the Town of Berlin, hereinafter referred to as the Town, and the Town of Berlin Middle Management Association, hereinafter referred to as the Association, is designed to maintain and promote a harmonious relationship between the Town of Berlin and such of its employees who are within the provisions of the Contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

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

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

ARTICLE II
ASSOCIATION SECURITY

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

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

Section III - The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.

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

ARTICLE III
ASSOCIATION BUSINESS

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

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

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

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

ARTICLE IV
TOWN RIGHTS

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

- Determine the standards of services to be offered by the Town departments;
- Determine the standards of selection of Town employment;
- Direct its employees, take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;
- Issue rules and regulations; maintain the efficiency of governmental operations;
- Determine work schedules;
- Determine the methods, means and personnel by which the Town's operations are to be conducted;
- Determine the content of job classifications;
- Exercise complete control and discretion over its organization and technology or perform its work; and
- Fulfill all of its legal responsibilities.

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

ARTICLE V
HOURS OF WORK & OVERTIME

HOURS OF WORK

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

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

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

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

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

OVERTIME

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

Section II - Any <u>non-exempt</u> member who performs work specifically authorized by the Town Manager's Office in excess of a forty (40) hour work week shall be compensated at a rate equal to one- and one-half times (1 ½) an hourly rate based on his/her annual salary for that portion of such additional time worked which exceeds such forty (40) hours.

For any such work performed by any <u>non-exempt</u> member whose normal work week is (35) hours, time in excess of thirty-five (35) hours to forty (40) hours per week, inclusive, shall be given the option to utilize flex time or be given as compensatory time off. Such compensatory days off or flex time shall be taken by the member with the scheduling thereof being subject to the approval of the immediate supervisor or his/her designee, which approval shall not unreasonably be withheld. Compensatory time must be used by June 30th of the subsequent year. No more than thirty-five (35) hours of unused compensatory time may be accumulated at any given time. No more than two (2) consecutive days at a time may be used for compensatory time off. (*See Appendix B – FLSA Classification*)

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

Exempt employees who are called back to work due to unforeseen circumstances (time sensitive emergencies that require immediate attention), snow plowing or other <u>non-exempt</u> work, shall receive

one- and one-half times (1 ½) an hourly rate based on his/her annual salary for all hours worked over (40) hours. Prior approval from the immediate supervisor is required.

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

Overtime or compensatory time shall not include attendance at meetings required of the employee, at annual budget hearings or town meetings, meetings with Town Manager and/or elected/appointed bodies the employee may be asked to attend relative to his/her individual department's budget and/or responsibilities. Overtime or compensatory time shall not include evening/weekend events and/or programs that are considered part of your normal duties. Flex time may be utilized when the employee is expected to work evening/weekend hours for events and/or programs.

Section III – Water Control – While serving in a stand-by or on-call status, employees of the Water Department shall be paid a flat rate of $150.00 to compensate for each weekly (Sunday to Sunday) on-call assignment he/she is required to be available for.

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

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

ARTICLE VI
ANNUAL SALARIES

Section I - All annual salaries shall be in conformance with the salary schedule attached hereto as Appendix D. Appendix D reflects a 3.00% wage increase effective July 1, 2025, a 3.00% wage increase effective July 1, 2026, and a 3.00% wage increase effective July 1, 2027.

Section II - Each employee shall advance to the next highest step in the wage schedule on July 1, 2025, July 1, 2026, and July 1, 2027.

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

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

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

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

ARTICLE VII
HOLIDAYS

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

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

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

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

ARTICLE VIII
VACATION

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

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

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

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

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

In a mutual effort to produce harmony and understanding, employees shall request vacation time as far

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

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

Section IV - All vacation time shall normally be taken in the Fiscal Year (July 1 through June 30) in which it is earned. However, a portion of that year's vacation time may be used through June 30th of the subsequent year. Carry over of vacation time is limited to two (2) weeks.

Section V - Any previous year's vacation time not taken as of June 30th of the following fiscal year shall be lost, unless an extension is requested by the member and authorized by the Town Manager's Office prior to July 31st.

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

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

Employees who were on approved FMLA leave are not eligible to request payment in lieu of vacation or to carry over additional vacation time beyond the two (2) weeks specified above.

Section V - There shall be no advance vacation pay.

ARTICLE IX
EMPLOYEE ILLNESS

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

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

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

Section II – Minor Illness (Colds and Flu)/Medical Appointments –

Employees hired before July 1, 2025:

In mutual recognition of the Agreement that bargaining unit members are considered salaried personnel, it is understood that they shall act, responsibly in terms of their overall attendance and time away from work due to illness. Therefore, days off or days out sick shall not be measured in terms of arbitrary totals per year, but rather in terms of the efficiency and productivity of the department and the emergence of any pattern of lost time. Toward this end, the Human Resources Director shall notify the employee and the Union representatives that it wishes to meet concerning this matter. Employees shall be provided up to ten (10) paid days each year for absences related to minor illnesses or family sick as defined below.

- Sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered a privilege which an employee may use at the employee's discretion.
- Sick leave shall be allowed for lost time for medical, optical or dental appointments during working hours as approved by the supervisor. Members have the discretion to adjust their work schedules to accommodate medical appointments in lieu of using sick time.
- Members have the ability to use of to up to (10) sick days for immediate family members' illness or injury. Immediate family member is defined as mother, father, sibling, spouse and/or child.

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

Employees hired on or after July 1, 2025:

In mutual recognition of the Agreement that bargaining unit members are considered salaried personnel, it is understood that they shall act responsibly in terms of their overall attendance and time away from work due to illness. , Days off or days out sick shall be measured in terms of accrued totals per year, and in terms of the efficiency and productivity of the department and the emergence of any pattern of lost time. Toward this end, the Human Resources Director shall notify the employee and the Union representatives that it wishes to meet concerning this matter should there be a concern regarding abuse of sick time.

- Employees shall be provided twenty-one (21) paid sick days each year for absences related to minor illnesses, family sick or employee/family medical appointments.
- Effective July 1, 2025, and thereafter, employees shall earn sick leave credits at the rate of one and three-quarters (1.75) normal workdays per month, up to a maximum of twenty-one (21) sick leave days per fiscal year. Sick leave may be cumulative to one hundred fifty (150) days.

- Sick leave shall be allowed in the event of actual illness/injury or medical appointments of an employee or family member and shall not be considered a privilege which an employee may use at the employee's discretion.
- Sick leave shall be allowed for lost time for medical, optical or dental appointments during

working hours as approved by the supervisor. Members have the discretion to flex their work schedules to accommodate medical appointments in lieu of using sick time.

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

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

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

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

ARTICLE X
BEREAVEMENT LEAVE

Section I - Special leave of absence of up to a maximum of five (5) consecutive or intermittent working days with pay shall be granted to an employee in the event of death of the employee's: Spouse, Sister or Half-sister, Child or Stepchild, Brother or Half-brother, Parent.

Section II - Special leave of absence of up to a maximum of three (3) consecutive or intermittent working days with pay shall be granted to an employee in the event of death of the employee's: Mother-in-law, Father-in-law, Stepparent, Stepbrother, Stepsister, Grandchild, Grandparent, other relative domiciled in employee's household.

Section III - Special leave of absence of one (1) working day with pay shall granted an employee for the purpose of funeral attendance in the event of death of the employee's: Niece, Nephew, Sister-in-law, Brother-in-law, Aunt, Uncle, Daughter-in-law, and Son-in-law.

ARTICLE XI
PERSONAL LEAVE

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

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

ARTICLE XII
LONGEVITY PAY

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

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

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

ARTICLE XIII
PENSION PLAN

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

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

ARTICLE XIV
INSURANCE

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

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

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

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

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

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

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

Section VII - Any bargaining unit member who shall suffer personal injury in the course of employment with the Town, and who shall be eligible for weekly payments under the Worker's Compensation Act, shall be paid by the Town for a period not to exceed one year the monetary difference between the employee's net biweekly straight time wages and benefits payable under the Act. Absence during such injury shall not be charged to an employee's earned time (vacation).

ARTICLE XV
MISCELLANEOUS

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

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

Section III - The Town shall provide up to $300.00 annually to members of the Association whose duties require them to wear OSHA mandated safety equipment, provided receipt for reimbursement is submitted. Such reimbursements shall not include those items specifically exempted from payment under Section 1910.132 of OSHA as same may be amended from time-to-time, including ordinary clothing (such as sweat-shirts and tee-shirts) and other items used for protection from weather., It is expected that employees will wear safety equipment and uniforms at all times when at work. (See Appendix A). The clinical supervisor shall be provided with a Two Hundred Dollar ($200.00) clothing allowance.

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

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

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

Breakfast	$10.00
Lunch	$12.00
Dinner	$15.00

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

ARTICLE XVI
NO STRIKES OR LOCKOUTS

Section 1 - The Association and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism, mass resignations, or other concerted activities or similar forms of interference with the operations of the Town. Any or all employees participating in such strikes or other prohibited activity described above in these Articles shall be subject to appropriate disciplinary action by the Town, up to and including discharge.

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

ARTICLE XVII
EDUCATION AND TRAINING

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

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

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

B. Such education or training must be directly related to a member's current job, or a specific future promotional opportunity that may occur within the Town. Promotional opportunities need not be limited to bargaining unit positions but must be related to positions currently existing with the Town or those that the Town clearly intends to establish.

C. The rate of reimbursement shall be up to fifty percent (50%) of tuition or costs of the course. Books, fees, transportation and miscellaneous expenses are excluded. There shall be a $4,000 annual limit, pro-rated proportionately among the number of participants and the total tuition incurred.

D. In order to receive reimbursement, the member must present the following to the Town Manager no later than June 15th:

   1) Evidence of tuition payment in full.

   2) Evidence of satisfactory completion of the course, with a grade of "B" or a pass in instances where a course is offered on a pass/fail basis.

E. All such education and/or training must occur during non-duty hours unless approval is received in advance by the Supervisor and Town Manager.

F. Reimbursements will be made annually at the conclusion of the fiscal year.

ARTICLE XVIII
SAVINGS CLAUSE

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

ARTICLE XIX
APPOINTMENTS AND RECLASSIFICATIONS

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

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

Section III - Any employee, when appointed by the Town Manager to fill a Middle Management vacancy or long-term absence, on an acting basis shall receive a 7.5% increase over his/her regular salary for the period of time he/she fills both positions up to ninety (90) days. If an appointment exceeds (90) days, employee shall receive a 10% increase over his/her regular salary for the remainder of time he/she fills both positions.

If a Middle Management employee is asked to fill a Top Management vacancy, they will receive a 10% increase over his/her regular salary for the period of time he/she fills both positions. The Town Manager reserves the right to further increase the employees' salary if the Top Management position remains vacant for an extended period.

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

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

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

ARTICLE XX
GRIEVANCE PROCEDURE

Section I - The term "grievance" shall mean a complaint by the Association, on behalf of one or more

affected employees, that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement, or that a member of the bargaining unit has been warned, suspended, demoted or discharged without just cause.

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

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

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

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

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

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

ARTICLE XXI
DISCIPLINE AND DISCHARGE

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

following the date of the incident.

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

ARTICLE XXII
DURATION

The effective date of the agreement shall be July 1, 2025, except as otherwise noted, and the agreement shall remain in effect until June 30, 2028 and shall continue in effect from year to year thereafter, until a new contract shall be negotiated and adopted. Either party wishing to negotiate a new contract shall notify the other in writing between one hundred and twenty days and one hundred and eighty days prior to the expiration of this Agreement of its desire to amend, modify or revise this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused their names to be signed this _____ day of _____, 2025.

TOWN OF BERLIN	BERLIN MIDDLE MANAGEMENT ASSOCIATION
_____	_____
Town Manager	President
	_____
	Vice President

APPENDIX A – EQUIPMENT, UNIFORMS AND VEHICLES

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

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

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

Section IV - All uniforms shall be Town approved uniforms.

APPENDIX B – FLSA CLASSIFICATION

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

APPENDIX C – POSITIONS BY GROUP

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

Group B
Assistant Building Inspector
Budget Analyst
Deputy Assessor
Deputy Town Clerk
Foreman of Facilities
Foreman of Highway
Foreman of Public Grounds
Foreman of Water Control
Head of Adult Services
Head of Children & Teen Services
Head of Circulation
Purchasing Agent
Senior Center Director
Zoning Enforcement Officer

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

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

APPENDIX D – SALARY SCHEDULE

Group A

	Step	7/1/25 (3.00%)	7/1/26 (3.00%)	7/1/27 (3.00%)
Formerly 7	1	$61,323	$63,163	$65,058
Formerly 8	2	$62,768	$64,651	$66,591
Formerly 9	3	$64,214	$66,140	$68,124
Formerly 11	4	$67,108	$69,121	$71,195
Formerly 12	5	$68,554	$70,611	$72,729
Formerly 13	6	$70,001	$72,101	$74,264
Formerly 15	7	$71,448	$73,591	$75,799
Formerly 16	8	$72,167	$74,332	$76,562
Formerly 17	9	$72,894	$75,081	$77,333
Formerly 19	10	$74,340	$76,570	$78,867
Formerly 20	11	$75,060	$77,312	$79,631
Formerly 21	12	$75,781	$78,054	$80,396

Group B

	Step	7/1/25 (3.00%)	7/1/26 (3.00%)	7/1/27 (3.00%)
Formerly 7	1	$80,245	$82,652	$85,132
Formerly 8	2	$82,243	$84,710	$87,251
Formerly 9	3	$84,235	$86,762	$89,365
Formerly 11	4	$88,230	$90,877	$93,603
Formerly 12	5	$90,224	$92,931	$95,719
Formerly 13	6	$92,222	$94,989	$97,839
Formerly 15	7	$94,218	$97,045	$99,956
Formerly 16	8	$95,218	$98,075	$101,017
Formerly 17	9	$96,217	$99,104	$102,077
Formerly 19	10	$98,132	$101,076	$104,108
Formerly 20	11	$99,090	$102,063	$105,125
Formerly 21	12	$100,047	$103,048	$106,139

Group C

	Step	7/1/25 (3.00%)	7/1/26 (3.00%)	7/1/27 (3.00%)
Formerly 7	1	$90,324	$93,034	$95,825
Formerly 8	2	$92,664	$95,444	$98,307
Formerly 9	3	$95,006	$97,856	$100,792
Formerly 11	4	$99,686	$102,677	$105,757
Formerly 12	5	$102,032	$105,093	$108,246
Formerly 13	6	$104,370	$107,501	$110,726
Formerly 15	7	$106,713	$109,914	$113,211
Formerly 16	8	$107,881	$111,117	$114,451
Formerly 17	9	$109,051	$112,323	$115,693
Formerly 19	10	$112,263	$115,631	$119,100
Formerly 20	11	$113,870	$117,286	$120,805
Formerly 21	12	$115,472	$118,936	$122,504

Group D

	Step	7/1/25 (3.00%)	7/1/26 (3.00%)	7/1/27 (3.00%)
Formerly 7	1	$117,867	$121,403	$125,045
Formerly 8	2	$119,893	$123,490	$127,195
Formerly 9	3	$121,911	$125,568	$129,335
Formerly 11	4	$125,942	$129,720	$133,612
Formerly 12	5	$127,960	$131,799	$135,753
Formerly 13	6	$129,981	$133,880	$137,896
Formerly 15	7	$132,002	$135,962	$140,041
Formerly 16	8	$133,008	$136,998	$141,108
Formerly 17	9	$134,018	$138,039	$142,180
Formerly 19	10	$136,040	$140,121	$144,325
Formerly 20	11	$137,049	$141,160	$145,395
Formerly 21	12	$138,062	$142,204	$146,470

APPENDIX E – COALITION AGREEMENT - MEDICAL PROGRAM

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 28, 2025

SUBJECT: Timberlin Golf Course – Timberlin Bunker Restoration Project

SUMMARY OF AGENDA ITEM:

Timberlin Golf Club received insurance funds and bond money from the FY26 Budget to restore the bunkers at Timberlin Golf Course.

The Town advertised RFP No. 2025-05 on August 7, 2025 and opened the bids on August 21, 2025. Three bids were received through OpenGov. The Director of Golf, Golf Commission, and Public Building Commission recommends the Town Manager to get in a contract with the lowest qualified bidder, Pace Landscaping, to perform the bunker restoration project at Timberlin Golf Club. Pace has recent experience with the size of scope, type of bunker drainage, and experienced employees to meet the pre-qualifications of the RFP. In conclusion, it is being recommended that the Town awards the bid to Pace Landscaping for an amount not to exceed $1,195,895.00. This includes a contingency amount of $150,000.

Company	Bid	Add/Alts	Contingency (15%)	Total
Pace	$962,195.00	$83,700.00	$150,000.00	$1,195,895.00
Turco	$1,022,853.00	$97,424.67	$150,000.00	$1,270,277.67
Stonehedge	$1,013,200.00	$145,150.00	$150,000.00	$1,308,350.00

FUNDING:

$446,030 insurance recovery ($50,000 deductible from the General Insurance Fund 450.25.2543.0.53814.00000 & $396,030 from CIRMA paid directly to Pace)
$749,865 from bond funds (bonding to occur in October 2025)

ACTION NEEDED:

Move to authorize Town Manager, Ryan Curley, to enter into a contract with Pace Landscaping for the Timberlin Bunker Restoration Project not to exceed $1,195,895.00 which includes a $150,000 contingency amount.

ATTACHMENTS:

None

PREPARED BY:

Sol Guerrero, PGA – Director of Golf

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 28, 2025

SUBJECT: Timberlin Golf Course – 2025 Early Order Chemical Program ("EOP')

SUMMARY OF AGENDA ITEM:

The Golf Director, Sol Guerrero, is requesting authorization to purchase chemicals using the Fiscal Yr. 2025/26 General Fund Budget Acct.#001.25.2543.0.53243.00000 from Harrell's and Heritage Landscape Group, in which provide Timberlin Golf Club with the following brand name companies: BASF, Syngenta, FMC Corp, and Heritage PPG classify a portion of their products as agency products.

In order for a product to qualify as an agency product:

- All components, including the chemical compound and the inert, must be identical.
- The products must be sold to all end users (Timberlin or other end users) at the manufacturers set price.

The distributor/vendor then handles the distribution and invoicing of the agency products. In essence, Timberlin, or any end user, is actually purchasing directly from the manufacturer. The chemical pricing does not vary amongst the vendors/distributors as the pricing is set by the manufacture. If a vendor were to sell outside the contracted price, that vendor would lose their ability to purchase and use for resale materials from the brand name companies.

The brand name companies use the Early Order Program ("EOP") to create additional sales and competition by offering large incentives. In many cases, the incentive offers are extended for the entire season. This allows the brand names companies to compete, or in many cases, beat the prices of many of the off-patent materials.

The off-patent products do not participate in early order programs due to their built-in lower cost. Their lower cost is generally attributed to the use of lower grade inert or carrying compounds, and the off-patent products do not go through the patent process, which in many cases can cost upward of 180 million dollars for the brand name companies.

After the rebates and discounted total pricing from the brand name companies listed above, the cost of brand name chemicals are in many cases, less than the pricing of off-patent chemicals.

Some of the advantages that are gained by using the brand name products include:

- A guarantee from the manufacturer that the brand name product will work properly, or the product will be replaced free of charge.
- A listing on the chemical label of all the inert material. The identification of the inert can be extremely important when mixing multiple chemicals.

All the brand name materials that are recommended for purchase during the early order period will be needed for the 2025 golf season, regardless if they are purchased through the early order program, or at a later time. By taking advantage of the EOP, significant price reductions are realized. Post patent materials will still be used during the season, but in most cases, used in less sensitive areas.

In order to participate in the EOP, Timberlin must take delivery of the products by April 1, 2025 with payment terms of July 1, 2025.

Manufacturer	**Rebate**
BASF	$6,347.70
Syngenta	$6,634.00
FMC Corp	$6,095.00
Heritage PPC	$714.00

FUNDING:

Account #001.25.2543.0.53243.00000 – Fertilizer & Chemicals

ACTION NEEDED:

Move to waive the bidding procedure and purchase chemicals from Harrell's & Heritage Landscape Supply Group, in the amount not to exceed $160,000.00 as this is in the best interest of the Town of Berlin. The chemical purchases are through the Early Order Programs of BASF, Syngenta, FMC Corp and Heritage PMC.

ATTACHMENTS:

None

PREPARED BY:

Sol Guerrero, PGA – Director of Golf

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 25, 2025

SUBJECT: Approval as Designated Official to Sign for Project Authorization Letters from the Connecticut Department of Transportation

SUMMARY:

Staff are requesting Town Council approval for the Town Manager to sign Project Authorization Letters (PALs) that do not involve Town funding or other Town resources for the construction/improvement projects. Background and relevant detail are provided below:

- The Connecticut Department of Transportation (DOT) has been recently sending PALs to the Town referencing either the Master Municipal Agreement for ROW Projects, or the Master Municipal Agreement for Construction Projects, for State-funded and State-administered projects. No Town involvement or funding is required for these projects, but DOT requests that these letters be signed by the Town Manager as the Designated Official (see below):

  2.3 **Designated Official.**

  The Municipality herein represents that the Town Manager of the Town of Berlin is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the CTDOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

- In the past, PALs were used for projects that involved Town funding/resources, and included a project budget sheet showing the cost breakdown (see 1st attachment, which is a PAL signed in 2018). The "new" PALs are largely administrative in nature, do not include a project budget sheet, and appear focused on confirming Town maintenance responsibilities after construction. Two recent examples – 1) the signs in the 2nd attachment will require the Town to repair or replace if damaged or destroyed, as these are on Town roads. 2) Per 3rd attachment, sidewalks and ramps constructed as part of the signal upgrade on Chamberlain Highway will be maintained by the Town.

- The intent of this request is to give the Town Manager authority, in coordination with Corporation Counsel, to complete these administrative sign-offs and avoid the need to bring

routine, no-cost PALs before Town Council. This should help streamline this process. Any PALs that include Town funding/resources for the referenced construction or improvement projects would continue to require Town Council review and approval before execution.

FUNDING: NA

ACTION NEEDED:

Move to authorize the Town Manager to sign Project Authorization Letters (PALs) from the State that do not involve providing Town funds (or other resources) for referenced construction or improvement projects, provided the PAL has been reviewed by Corporation Counsel before execution.

ATTACHMENTS:

1) PAL signed in 2018 (Example of prior PAL with Town funding)
2) PAL dated May 30, 2025 (for New Traffic Signs on Local Roads)
3) PAL dated May 5, 2025 (for Traffic Signal Upgrade at Chamberlain Highway)

PREPARED BY:

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

MSA

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

September 20, 2018

Mr. Jack Healy
Town Manager
Town of Berlin
240 Kensington Road
Berlin, Connecticut 06037

Dear Mr. Healy:

Subject: Project Authorization Letter
State Project No. 7-190
Town of Berlin
Federal Project No. 6007(011)
Preservation of Bridge Nos. 04476, 05224, 06122 and 06123
Master Agreement No. 09.15-01(16)
CORE ID No. 17DOT0025AA

On October 4, 2016 the State of Connecticut, Department of Transportation (DOT) and the Town of Berlin (Municipality) entered into the Master Municipal Agreement for Design Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Design Project is to provide plans, specifications and estimates for certain improvements to be made for the preservation of Bridge Nos. 04476, 05224, 06122 and 06123, which include, but are not limited to, the rehabilitation of the bridges and reconstruction of the associated bridge approaches.

Funding for the Design Project is provided under the Federal "Moving Ahead for Progress in the 21st Century Act" (MAP-21) and/or the "Fixing America's Surface Transportation Act" (FAST Act) with a funding ratio of 80 percent (80%) Federal and 20 percent (20%) Municipal. The maximum reimbursement to the Municipality under this PAL is Three Hundred Twenty-nine Thousand Six Hundred Eighty Dollars ($329,680). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Enclosed is an estimated engineering cost break down for Design Project activities.

This Design Project has been assigned a DBE goal of zero percent (0%) and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Design Project. The Municipality may advance or begin work on the Design Project only after it has received from the DOT an Authorization to Proceed Notice.

Please indicate your concurrence with the PAL by signing below on or before October 22, 2018, and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the written Acknowledgement of the PAL. The Municipality may submit the Written Acknowledgement of the PAL to Ms. Priti S. Bhardwaj, Project Manager, in hard copy or by facsimile or by electronic transmission to Priti.Bhardwaj@ct.gov. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Design Project.

If you have any questions, please contact Ms. Bhardwaj at (860) 594-3311.

Very truly yours,

Scott Hill, P.E.
2018.09.19
15:14:42-04'00'

Scott A. Hill, P.E.
Engineering Administer
Bureau of Engineering and Construction

Enclosure

Concurred By: _____ Date 9/25/18
Mr. Jack Healy
Town Manager
Town of Berlin

PAL ATTACHMENT
State Project No. 07-190
Federal Project No. 6007(011)
Preservation of Bridge Nos. 04476, 05224, 06122 and 06123
ESTIMATED DESIGN COSTS

PARTICIPATING COSTS (80% FEDERAL REIMBURSEMENT)

A.	Municipal Design Project Cost - Consultant Services	$	374,600
B.	Municipal Design Project Cost – Municipal Forces	$	- 0 -
C.	Extra Work Allowance (+/-10% of A+B) – in accordance with Section 11 of the Master Agreement	$	37,500
D.	Total Municipal Cost (A+B+C)	$	412,100
E.	DOT-provided Services – Design	$	- 0 -
F.	DOT-provided Services – Administrative Oversight	$	- 0 -
G.	DOT-provided Services – Audits	$	- 0 -
H.	Extra Work Allowance – DOT Forces (+/-10% of E+F+G)	$	- 0 -
I.	Total Design Cost – DOT Forces (E+F+G+H)	$	- 0 -
J.	Total Design Cost (D+I)	$	412,100
K.	Federal Proportionate Share of the Total Design Cost (80% of J)	$	329,680
L.	Municipal Proportionate Share of the Total Design Cost (20% of J)	$	82,420
M.	Maximum Amount of Reimbursement to the Municipality (80% of D)	$	329,680
N.	Demand Deposit Required from the Municipality	$	- 0 -

CONNECTICUT

CTDOT CONNECTICUT TRANSPORTATION

May 30, 2025

The Honorable Mark Kaczynski
Mayor
Berlin Town Hall
240 Kensington Rd
Berlin, CT 06037
mkaczynski@berlinct.gov

Dear Mayor Mark Kaczynski:

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

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

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

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

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

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

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

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

Very truly yours,

Signed by:
Mark F. Carlino
4A13778C34334C9...
Mark F. Carlino, P.E.
Engineering Administrator
Bureau of Engineering and Construction

Concurred By_____ Date_____
The Honorable Mark Kaczynski
Mayor

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

CONNECTICUT

CTDOT CONNECTICUT TRANSPORTATION

May 5, 2025

The Honorable Ryan Curley
Town Manager
240 Kensington Road
Berlin, CT 06037
rcurley@berlinct.gov
Dear Town Manager Curley:

Subject: **Project Authorization Letter**
Installation and Revision of Traffic Control Signals in District 1
State Project No. 0171-0493
UEI No. DJ7KJSP81Z44
Master Agreement No. 10.25-09(23)
CORE ID No. 24DOT0141AA
Town of Berlin

On April 15, 2024, the State of Connecticut Department of Transportation (CTDOT) and the Town of Berlin (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The CTDOT is responsible for the Administration of the Construction Project.

The Construction Project is to replace the existing traffic control signals at intersections on State roads. This will include the replacement of existing traffic control signal equipment with new equipment and construction of sidewalk and sidewalk ramps to meet current CTDOT standards at the following location:

Intersection (Int.) No.	Location Description	Owner
007-242	Route 71 (Chamberlain Highway) at Route 364 (Southington Road)	State

Funding for the Construction Project is provided under the Fix it First Roadway Program and consists of one hundred percent State funds.

Upon completion of the Construction Project, the Municipality shall assume responsibility for all maintenance, repairs, and rehabilitation of the sidewalks and sidewalk ramps; including snow and ice removal of the sidewalks and sidewalk ramps constructed within the Construction Project limits.

Any work performed by the Municipality in the State highway right-of-way for installation or maintenance purposes will require an encroachment permit. A permit can be obtained at the

District 1 Office of Permits located at 1107 Cromwell Avenue, Rocky Hill, CT, 06067, telephone (860) 258-4541.

The State will continue to be responsible for the electricity required to operate the State-owned traffic control signals at Int. No. 007-242.

Please indicate your concurrence with the PAL by signing below on or before May 19, 2025 and returning a copy to the Project Manager listed below at the letterhead address. You may submit the Written Acknowledgement of the PAL to the CTDOT Project Manager by hard copy, facsimile, or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. Please retain a copy of this signed PAL for your records.

If you have any questions, please contact the Project Manager, Kaethe Podgorski, at (860) 594-2189, or at Kaethe.Podgorski@ct.gov.

Very truly yours,

Signed by:
Mark F. Carlino, P.E.
4A13778C34334C9...
Mark F. Carlino, P.E.
Transportation Engineering Administrator
Bureau of Engineering and Construction

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: _____ Date: _____
The Honorable Ryan Curley
Town Manager

cc: Mr. Tom Bobok, LTA Representative, tbobok@berlinpd.org
Mr. Michael Ahern, Town Engineer, mahern@berlinct.gov

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 25, 2025

SUBJECT: Approval of Design Agreement with JH Architects, LLC for the Police Department Interior Renovations Project

SUMMARY

The Town Council referred the Police Department's Locker Room Renovation project to the Public Building Commission (PBC) in May 2021, along with an associated Statement of Need. The Town Council later approved the PBC's request to engage Jacunski Humes Architects, LLC [now JH Architects (JHA)] for design, space needs assessment, cost estimating, bidding support, and construction administration services. The first project, which includes new Men and Women's Locker Rooms and associated sinks / toilets / showers, a new Physical Training Center, two new Sally Ports/Vehicle Processing bays, a new Interview Room, and new Evidence Receiving, Evidence Processing, and Evidence Storage areas has been completed. These areas were created by renovating the former firearms training range and former Board of Education (BOE) storage area on the lower level of the Town Hall.

As several functions, related offices, and personnel have moved from the original Police Department footprint into the new (former BOE storage) space, interior renovations are needed in the "original" Police Department headquarters. The attached schematic design (Interior Renovations sketch dated April 24, 2025) was created by JHA after consultation with and approval from Police Department staff, and shows the new layout and work areas. The PBC requested JHA to prepare a scope of work and fee for this design work, which is reflected in the attached Owner / Architect Design Agreement; the PBC approved proceeding with JHA at its July 10, 2025 meeting. The fee totals $142,500 as summarized below in this excerpt from the attached agreement (note that Schematic Design was already completed by the JHA design team):

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	0.00	percent (	0	%)
Design Development Phase	$35,625	percent (	25	%)
Construction Documents Phase	$71,250	percent (	50	%)
Procurement Phase	7,125	percent (	5	%)
Construction Phase	$28,500	percent (	20	%)
Total Basic Compensation	$142,500	percent (	100	%)

JHA and its mechanical/electrical/plumbing (MEP) and interior design subconsultants will bring the schematic design forward into final design, and prepare detailed drawings, specifications, and other documents suitable for bidding. The scope, as shown in the fee breakdown and agreement, also includes Construction Administration services up to final completion. The construction project will include mechanical/electrical/plumbing, millwork, access control and security, CCTV surveillance, LED lighting, new walls and ceiling tiles; the estimated construction cost is in the neighborhood of $1.5 million.

Basis for Bid Waiver Request

- JHA has prepared design documents and assisted the Town on completing previous Police Department projects, including the recently completed Locker Rooms and related upgrades.
- JHA, due to its recent and ongoing work with the PBC, Police Department, and Police Commission, is very familiar with the physical space on the Town Hall Lower Level as well as the space and operational needs of the Police Department, and has relevant background drawings and documents that will be needed for the final design.
- The PBC considers JHA highly qualified for this project due to its extensive list of Police Headquarters renovation and/or construction projects in other CT municipalities.
- The PBC is familiar with the final design phase level of effort and with architectural fees in the marketplace, and considers the proposed fees reasonable for this project.
- JHA is well-positioned to complete this project in an efficient manner, as its team can build off the master plan and recent Locker Room project already completed for the Town.

FUNDING

- Account # 538.15.1532.0.54000.00300 – Buildings & Renovations

ACTION NEEDED

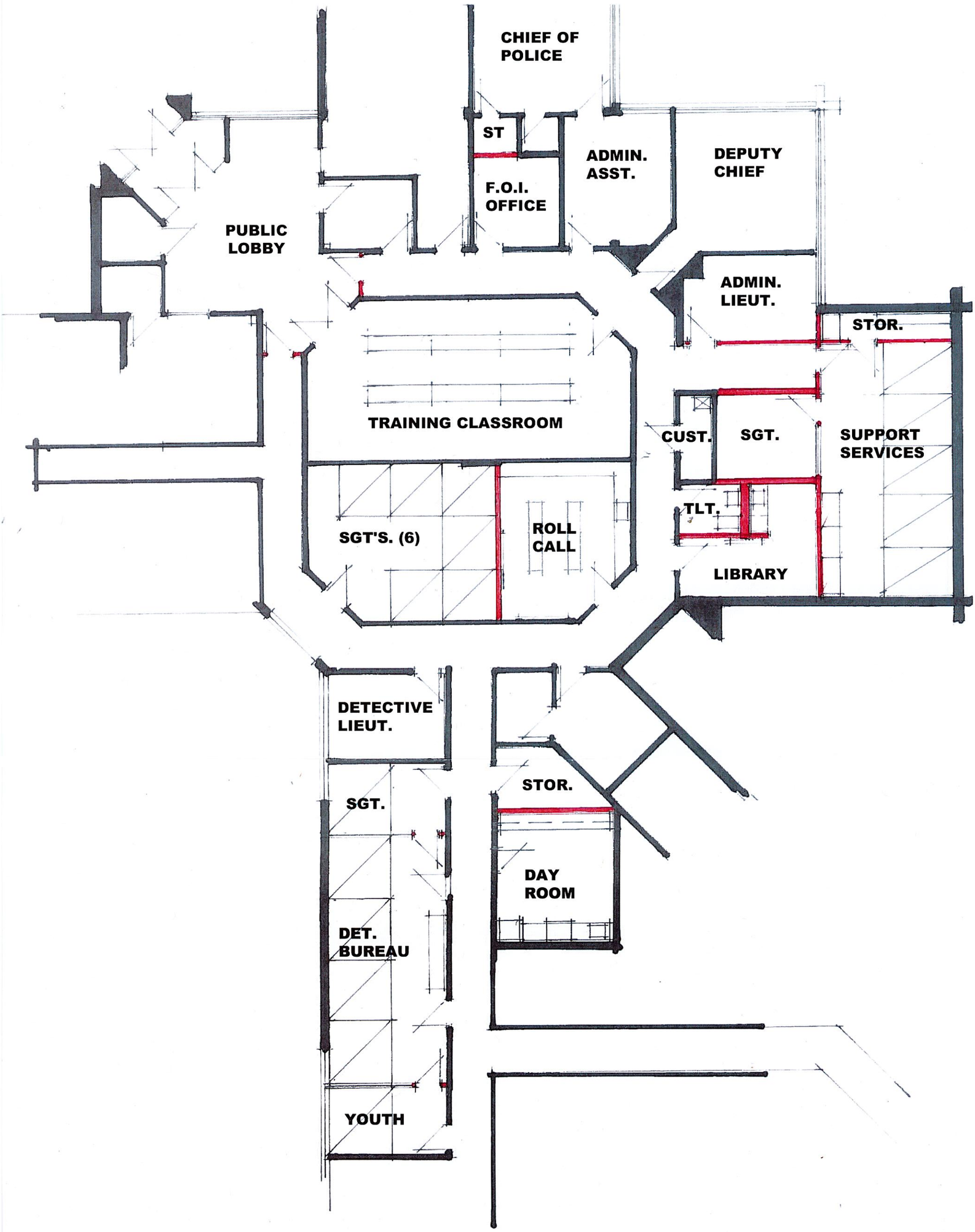
Move to waive the Town's bidding requirements and authorize the Public Building Commission to execute the Owner/Architect Design Agreement with JH Architects, LLC of Berlin, CT for the Police Department Interior Renovations Project for an amount not to exceed $142,500.00, and for the Public Building Commission to direct the design team as it proceeds with the detailed design in order to prepare bid documents for the project, as this is in the best interest of the Town.

ATTACHMENTS

- Interior Renovations to Berlin Police Department (sketch) prepared by JHA dated April 24, 2025
- AIA B101 – 2017 Standard Form of Agreement Between Owner and Architect (Draft)

PREPARED BY

Michael S. Ahern, P.E., Public Works Director MSA
Doug Solek, Director of Facilities



INTERIOR RENOVATIONS TO BERLIN POLICE DEPARTMENT 240 KENSINGTON ROAD BERLIN, CT

APRIL 24, 2025

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 10th day of July in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Berlin
240 Kensington Road
Berlin, CT 06037

and the Architect:
(Name, legal status, address and other information)

JHArchitects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

for the following Project:
(Name, location and detailed description)

Berlin PD Interior Renovations
240 Kensington Road, Berlin, CT
Interior Renovations to existing Lower Level of Town Hall to meet the needs of the Berlin Police Department

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner's program requirements are outlined within Space Needs Assessment for the Berlin Police Department, Berlin, CT, dated September 2021, as prepared by Jacunski Humes Architects, LLC.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Proposed renovations to be substantially similar to Schematic Design drawing titled "Interior Renovations to Berlin Police Department, 240 Kensington Road, Berlin, CT", dated April 24, 2025 and to include interior renovations to existing Prisoner Processing area. , as prepared by Jacunski Humes Architects, LLC.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Proposed budget to be based upon Project Cost Worksheet, dated February 11, 2022, titled Addition and Renovations to Berlin Police Department, Berlin, CT as prepared by Jacunski Humes Architects, LLC. All proposed costs were anticipating a Summer 2022 construction start and have not been adjusted for current market conditions.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Summer 2025 -
Fall 2025

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Publically bid for General Construction according to local, state, and national laws and statutes.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

High efficiency construction with energy efficient equipment.

(Paragraph deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Public Building Commission
Berlin Town Hall
240 Kensington Road
Berlin, CT 06037

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not anticipated

.2 Civil Engineer:

Not anticipated

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

If required: Hazardous Materials identification and monitoring: Mystic Air Quality Consultants, Inc.. Groton, CT
§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brian Humes, AIA, LEED AP, Member
JH Architects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
.1 Structural Engineer:

Not included
.2 Mechanical / Electrical / Plumbing Engineer:

Innovative Engineering Services, LLC.
33 North Plains Industrial Road
Wallingford, CT, 06492
.3 Interior Design:

4D Design and Decorating, LLC.
127 Park Road
West Hartford, CT 06119

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Section 1.1.2

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000.00) for each occurrence and Four Million Dollars ($ 4,000,000.00)) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect shall provide to Owner copies of all insurance policies and endorsements, and shall promptly provide to Owner any notices of cancelation from any carrier providing insurance coverage required under Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without prior written notice to the Architect.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other

documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, and for the negligent acts or omissions of the Architect's consultants and for the failure of the Architect, and the Architect's consultants to comply with the requirements of this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review The Architect shall strive to coordinate and complete all reviews according to the following schedule:
Five (5) business day turnaround for critical Requests for Information (RFI's); Ten (10) business day turnaround for non-critical RFI's; Ten (10) business day turnaround for contractor's submittals.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time., The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/P
§ 4.1.1.2 Multiple preliminary designs	N/P
§ 4.1.1.3 Measured drawings	N/P
§ 4.1.1.4 Existing facilities surveys	N/P
§ 4.1.1.5 Site evaluation and planning	N/P
§ 4.1.1.6 Building Information Model management responsibilities	N/P
§ 4.1.1.7 Development of Building Information Models for post construction use	N/P
§ 4.1.1.8 Civil engineering	N/P
§ 4.1.1.9 Landscape design	N/P
§ 4.1.1.10 Architectural interior design	Architect as Basic Service
§ 4.1.1.11 Value analysis	N/P
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/P
§ 4.1.1.13 On-site project representation	Provided per 4.2.3.2
§ 4.1.1.14 Conformed documents for construction	Architect as Basic Service
§ 4.1.1.15 As-designed record drawings	N/P
§ 4.1.1.16 As-constructed record drawings	N/P
§ 4.1.1.17 Post-occupancy evaluation	N/P
§ 4.1.1.18 Facility support services	N/P
§ 4.1.1.19 Tenant-related services	N/P
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect / Owner
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25 Fast-track design services	N/P
§ 4.1.1.26 Multiple bid packages	N/P
§ 4.1.1.27 Historic preservation	N/P

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect as Additional Service
§ 4.1.1.29 Other services provided by specialty Consultants	N/P
§ 4.1.1.30 Other Supplemental Services	N/P

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Basic Services to include Interior Design, Conformed Drawings for Construction, and coordination with Owner's consultants. Services related to procurement, design of FF&E is available as an Additional Service under section 4.2.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner to provide on-site project representation, Tel/Data/Audio Visual equipment design, security design, and building commissioning services (if required).

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twelve (12) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement (Twelve (12) month period for construction), through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information requested in writing by Architect in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)
§
§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work,

and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

(Paragraphs deleted)
§ 8.3 Intentionally Omitted.

(Paragraphs deleted)
§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to cure to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any unavoidable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for

the remaining services and the time schedules shall be equitably adjusted if necessitated solely due to the delay caused by the Owner.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if necessitated solely due to the delay caused by the suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, or for funding purposes, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and direct costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 With the prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. Architect acknowledges that the Project is a public safety facility and Architect shall not disclose any aspects or characteristics of the Project that could reasonably be expected to compromise the security of the facility. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 , and except as required under the Connecticut Freedom of Information Act. This Section 10.8 shall survive the termination of this Agreement. The Architect shall treat all information concerning the Project as confidential and shall not disclose, divulge or disseminate drawings, renderings, photographs or other information that would compromise the security of the police facility.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

One Hundred Fourty Two Thousand Five Hundred Dollars and zero cents ($142,500.00)

.2 Percentage Basis
(Insert percentage value)

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included with Basic Services
§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Schedule of Hourly Rates (attached)
§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	0.00	percent (	0	%)
Design Development Phase	$35,625	percent (	25	%)
Construction Documents Phase	$71,250	percent (	50	%)
Procurement Phase	7,125	percent (	5	%)
Construction Phase	$28,500	percent (	20	%)
Total Basic Compensation	$142,500	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Schedule of Hourly Rates (2025)

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

No interest shall be paid by the Owner %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

By executing this Agreement, the Architect hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Architect will take positive steps to ensure that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 *(Insert the date of the E203-2013 incorporated into this agreement.)*

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] *(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

None

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Schedule of Hourly Rates (2025)Schematic Design titled "Interior Renovations to Berlin Police Department, 240 Kensington Road, Berlin, CT", dated April 24, 2025

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Thomas B. Reid, Chairman, Public Building Commission	Brian Humes, AIA, Member
(Printed name and title)	*(Printed name, title, and license number, if required)*

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager RC

DATE: August 22, 2025

SUBJECT: Berlin High School Slab-on-Grade Moisture Project - Consultant P.O. Increase Approval

SUMMARY

The slab-on-grade moisture project at Berlin High School was referred to the Public Building Commission (PBC) for further review. As part of the investigation and review by the PBC, it was determined that detailed analysis by an outside firm was needed, focusing on analyzing the upper portion of the floor slab as well as the adhesive and tile layers. At the PBC's request, Wiss, Janney, Elstner Associates, Inc (WJE) out of Shelton, CT, provided a proposal to perform the required work needed in the amount of $29,500. A $1,500 contingency was requested at the time for any additional testing or administrative reporting that may be needed. The work was completed with a report which identified temporary measures to address the issues in a phased approach. The consultant was requested to identify the existing tiles to be replaced as a temporary measure and two rounds of air testing were performed to ensure a safe environment within the school and after temporary work was performed over the summer before school starts. The additional work performed and needed to further assist with the project will exceed the current contingency. The PBC is requesting a bid waiver to increase the current purchase order to an amount not to exceed $48,000 to cover current invoices and further assistance as needed on the project.

FUNDING

BHS Moisture Account, No. 500.35.3561.0.54000.00376.

ACTION NEEDED

Move to approve a bid waiver and increase the purchase order for Wiss, Janney, Elstner Associates, Inc of Shelton, CT, for an amount not to exceed $48,000 to cover current and future invoices related to the Berlin High School slab-on-grade moisture project as previously approved by the Public Building Commission, as this is in the best interest of the Town.

ATTACHMENTS

Sufficiency of Funds

PREPARED BY

Douglas Solek, Director of Facilities

TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE	25-Aug-25

BHS Slab-on-Grade Moisture Project- Consultant P.O. Increase Approval

Requested by: Facilities

QUANTITY	DESCRIPTION	PRICE PER UNIT	$ AMOUNT
1.00	PO Increase fro Wiss, Janney, Elstner Associates	$48,000.00	$48,000.00
		TOTAL	**$48,000.00**

Account No. 500.35.3561.0.54000.00376- BHS Moisture

Budgeted Amount.....	$173,754.25	Available balance.....	$127,548.00
Encumbrances to Date.....	$43,185.00	Amount Needed for This Package.....	$48,000.00
Expenditures to Date.....	$3,021.25	Available Balance After Purchase.....	$79,548.00

Is a budget change needed? ☐ Yes ☒ No

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

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

Finance Director or Assist.Finance Director

or:

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

Finance Director or Assist.Finance Director

Agenda Item No. 11
Request for Town Council Action

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

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

DATE: **August 22, 2025**

SUBJECT: **Purchase Order Approvals for Sole Source Contractor Automated Building Systems**

Summary of Agenda Item:

The Town of Berlin has had energy management systems within the Town and School buildings for over 30 years. The specified and current operating system is Alerton Building Automation, and the sole source provider in New England is Automated Building Systems (ABS), of Glastonbury Connecticut. The Town has greatly benefited from building management systems in terms of financial and operational efficiencies while maintaining a strong working relationship with this provider to ensure the highest level of service. The annual service agreements and any work outside of the agreements for Department 38 Public Buildings, and Department 61 School Expenses, exceed the current purchasing guidelines. We are requesting to increase purchase order approvals up to $50,000 cumulatively without exceeding the approved amount within the contractual services account 001.35.3561.0.53814.01730 and approval up to $50,000 cumulatively without exceeding the approved amount within the contractual services account 001.20.2038.0.53814.00000 during fiscal year 2026.

Action Needed:

Move to utilize sole source contractor Automated Building Systems of Glastonbury, CT and increase purchase orders as needed up to $50,000 in Department 61 School Expenses, contractual services, and up to $50,000 as needed in Department 38 Public Buildings contractual services for fiscal year 2026.

Attachments:

None

Prepared By:
Douglas Solek, Director of Facilities DS

Agenda Item No. 12
Request for Town Council Action

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

FROM: **Ryan Curley, Town Manager**

DATE: **August 22, 2025**

SUBJECT: **Department 38 and 61 Contractual Services Purchase Order Approvals**

Summary of Agenda Item:

During fiscal year 2026, the Facilities Department will utilize several National and State Contract service providers at all Town and School Buildings for various service agreements and repairs outside of service agreements for maintenance and repair of elevators, HVAC equipment, fire, sprinkler and security systems along with any potential IAQ or water mitigation measures should an incident occur The companies below are current approved vendors and have strong working relationships with the Town. We are requesting approval to increase purchase orders as needed up to $50,000 for fiscal year 2026 in both Department 38 and Department 61 Contractual Services Accounts without exceeding account balances for the following vendors. Johnson Controls (Fire, Security & HVAC), TRANE US (HVAC), Carrier (HVAC), ENCORE (Fire alarm, sprinkler, fire suppression), KONE (Elevators), Daikin Applied (HVAC), Swan Associates (HVAC), Security 101(Security), Siemens (Security), BELFOR (IAQ Mitigation).

Funding:

001.20.2038.0.53814.00000
001.35.3561.0.53814.01730

Action Needed:

Move to approve purchase order increases up to $50,000 as needed during fiscal year 2026 in both department no. 38 and department no. 61 without exceeding account balances for the following National and State Contract Service providers below for associated maintenance, repair and service agreements on HVAC systems, Elevators, Fire and Security systems and IAQ mitigation measures at all Town and School Buildings. Johnson Controls, TRANE US, Carrier, ENCORE, KONE, Daikin Applied, Swan Associates, Security 101, Siemens and BELFOR.

Attachments:

None

Prepared By:

Douglas Solek, Director of Facilities

Agenda Item No. 13
Request for Town Council Action

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

FROM: **Ryan Curley, Town Manager**

DATE: **August 22, 2025**

SUBJECT: **2026-1 Bid Award for Town Hall Reroofing**

Summary of Agenda Item:

RFP 2026-1 for the Town Hall Reroofing Project was advertised on July 17, 2025, with six bids received on August 7, 2025, and one bidder withdrawing. The bids were reviewed by the architect and the PBC at their meeting on August 14, 2025, with a bid award recommendation approved for All Seasons Contractor of Windsor Locks, CT in the amount of $408,756.00 which includes a 10 percent contingency

Funding:

500.20.2038.0.54000.00317- Roof Replacement

Action Needed:

Move to approve bid 2026-1 to All Seasons Contractor of Windsor Locks, CT in the amount of $408,756.00 which includes a 10 percent contingency for the reroofing work at Town Hall as approved by the PBC and Architect.

Attachments:

Bid Results
Bid Award Recommendation

Prepared By:

Douglas Solek, Director of Facilities DGS

2026-1 Bid Results (8/7/25) = Town Hall Reroofing

Bidder	Lump Sum	Plywood ($ per SF)	Blocking ($ per bd foot)
A-1	$150,000 (withdrawn)	4.00	5.00
Imperial	$582,600	4.00	6.00
Silktown	$744,660	8.00	4.00
Premier	$532,000	6.50	9.85
Armor-Tite	$623,000	10.00	7.00
All Seasons	$371,597	6.77	5.00

JACUNSKI HUMES
ARCHITECTS, LLC

August 14, 2025

Mr. Michael Ahern, Director, Department of Public Works
Mr. Doug Solek, Director of Facilities
Town of Berlin
240 Kensington Road
Berlin, CT 06037

Re: Reroofing and Related Work
Berlin Town Hall
Bid #2026-01

Dear Mr. Ahern and Mr. Solek:

On Thursday, August 7, 2025, at 2:00pm EDT, the Town of Berlin received a total of six (6) competitive bids for the above-mentioned project. The bid included the removal and replacement of existing asphalt shingle roofing and associated work as indicated on our drawings and specifications, dated July 17, 2025.

The lowest apparent bid was received by A1 Home Improvement, LLC, 1348 Berlin Turnpike, Berlin, CT with the Base Bid amount of $150,000. This bid was significantly lower than the other competitive bids and represents an unrealistic bid compared to our estimated budget. Since the bid opening, A1 Home Improvement, LLC has contracted the Town of Berlin to indicate that their bid was inaccurate, and they request a withdrawal of their bid without penalties. It is my recommendation to reject the bid as presented by A1 Home Improvement, LLC and release their bid bond without penalties.

The next apparent low bid was received by All Seasons Contractor, LLC, 20 Old Colony Road, Suite #9, Windsor Locks, CT with the Base Bid amount of three hundred seventy-one thousand five hundred ninety-seven dollars and zero cents ($371,597.00). The bid acknowledged Addendum No. 1, dated July 31, 2025, and includes the specified allowances and unit price information for replacement of plywood roof deck (if required) and replacement of wood blocking (if required. They anticipate that all work shall be substantially complete within ninety (90) calendar days from the Owner's Notice to Proceed. Unit pricing was provided for the allowance of 320 sq.ft. of plywood roof deck at $6.77 per sq. ft.. Unit pricing was provided for the allowance of 120 bd.ft. of wood blocking at $5.00/bd.ft.

Based upon the contract documents, it is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.

15 MASSIRIO DRIVE SUITE 101 BERLIN, CONNECTICUT 06037 FAX 860 828-9223 TEL 860 828-9221

On Thursday, August 14, 2025, I contacted Mr. Steven Arel, Jr., Owner, All Seasons Contractor, LLC to discuss his submitted bid. Mr. Arel, Jr., has many years of experience with work of similar scope working the last seven (7) years under his own company. They are a GAF Certified installer and can provide the Town of Berlin with a GAF Gold Pledge warranty, as requested. Mr. Arel has the labor to complete the project within 2025 and within the calendar day estimate included within their bid proposal. They are currently completing a DOT roofing project in Vernon, CT

Jacunski Humes Architects, LLC had provided a 2024 re-roofing estimate of $277,500 with a contingency amount of $41,625, for a total anticipated construction cost of $319,125. The submitted bid was extended into 2025 and represents a 15% increase in costs compared to our earlier estimate.

It is my recommendation that the Town of Berlin designate the base bid received by All Season Contractor, LLC, 20 Old County Road, Suite #9, Windsor Locks, CT 06096, dated August 7, 2025, with the Base Bid Amount of $371,597.00 as the lowest responsive and responsible bidder and prepare a Notice to Proceed to complete the work contained within the Project Manual, Specifications, and Contract Documents, for Reroofing and Related Work, Berlin Town Hall, 240 Kensington Road, Berlin, CT, Bid No.: 2026-01, dated July 17, 2025, as prepared by Jacunski Humes Architects, LLC, Berlin, CT.

Any further delay to this award will, in my opinion, result in increased costs to perform the same scope of work. We will continue to aggressively manage the construction administration phase of this project to deliver a quality product to the Town of Berlin.

I trust that this satisfies your request. If you have any questions about this matter, please do not hesitate to contact me.

Very Truly Yours,

Brian Humes

Brian W. Humes, AIA, LEED AP
Jacunski Humes Architects, LLC

Agenda Item No. 14
Request for Town Council Action

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

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

DATE: **August 27, 2025**

SUBJECT: **Authorization for the Town Manager to Enter Into STEAP Grant Agreements Related to the Berlin Peck Memorial Library Reroofing and Mechanical Replacement Project**

Summary of Agenda Item:

The Town Council previously authorized the Town Manager to apply to the Connecticut Office of Policy and Management for a Small Town Economic Assistance Grant of $1,000,000 for the Berlin Peck Memorial Library reroofing and mechanical replacement project. The Town received an award letter from the Connecticut Office of Policy and Management for the $1,000,000 and is now ready to execute the Assistance Agreement documents so it is requested that the Town Council authorize the Town Manager to enter into such agreements on behalf of the Town.

Funding:

Funding is available for the roof portion of the grant based on the approved bond ordinance. The available balance for roof work on the Library is $617,892.26.

Bond ordinance:	$1,100,000.00
TH roof architectural costs:	($73,351.74)
TH Roof construction:	($408,756.00)
Authorized Balance	$617,892.26

Actions

Move to approve the attached resolution to authorize Ryan Curley, Town Manager, to accept the grant, execute a grant proposal, and other documents as necessary to secure and carry out the purposes of the grant from the Connecticut Office of Policy and Management for a Small Town Economic Assistance Grant of $1,000,000 for the Berlin Peck Memorial Library reroofing and mechanical replacement project, subject to approval of Corporation Counsel.

Attachments:

1. Authorizing resolution.

Prepared By:
Chris Edge, Economic Development Director CE
Doug Solek, Facilities Director

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)

CERTIFIED RESOLUTION OF THE GOVERNING BODY

I, _____, _____, certify that below is a true and correct copy of a

(Name of Official) (Title of Official)

resolution duly adopted by _____
(Name of the Applicant)

at a meeting of its _____
(Governing Body)

duly convened on _____ and which has not been rescinded or modified in

(Meeting Date)

any way whatsoever and is at present in full force and effect.

_____ _____
(Date) (Signature and Title of Official)

WHEREAS, pursuant to Section 4-66g,
(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and **WHEREAS,** it is desirable and in the public interest that the Town of Berlin make an application
(Applicant)

to the State for $ 1,000,000 in order to undertake the Berlin Peck Memorial Library
(Name and Phase of Project)

Reroofing and Mechanical Replacement Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE

Berlin Town Council
(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Section 4-66g
(State Statutory Reference)

2. That the filing of an application for State financial assistance by Town of Berlin
(Applicant)

in an amount not to exceed $ 1,000,000 is hereby approved and that

Ryan Curley, Town Manager
(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of Town of Berlin
(Name of Applicant)

Agenda Item No. 15
Request for Town Council Action

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

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

DATE: **August 26, 2025**

SUBJECT: **55 & 30 Steele Boulevard Use of Town Funds, Applications for Additional Funding, Contract Amendments for B&W Paving and Loureiro Engineering and a Contract with Cisco LLC**

Summary of Agenda Item:

As discussed at the July 22 Town Council meeting, additional costs are expected to be incurred to complete the environmental remediation and verification for 55 Steele Boulevard and for removal of contaminated soils at 30 Steele Boulevard (to allow for the installation of the subsurface drainage system required for the project).

Loureiro Engineering provided estimates of the costs for verification of the site by Connecticut Department of Energy and Environmental Protection to be in the range of $246,264 to $321,864. After verification there will be annual inspections, monitoring, and reporting required and that is estimated at $36,360 per year. These estimates are higher than earlier estimates for these services.

An anticipated additional cost for the overall project discussed at the July 22 meeting was the cost to handle contaminated soil at 30 Steele Boulevard that will need to be removed from the site. 30 Steele Boulevard will house the subsurface detention system that is part of the stormwater management plan for Steele Center and Steele Boulevard (and it will also be the site of Steele Boulevard Park). As part of its cost sharing agreement with the Town concerning off-site costs, Newport will be installing the subsurface detention system at 30 Steele Boulevard. The Town tested the soil that will be removed from the site to accommodate the subsurface drainage system and found that it has contaminates and will therefore need to be removed from the site. The most cost-effective way to dispose of this soil is to send it to the West Hartford landfill. Newport has agreed to pay for the loading of this material at 30 Steele Boulevard. There are two approved vendors by West Hartford landfill to deliver material to the landfill, Red Technologies and Cisco LLC. The Town got proposals from these two vendors and Cisco was the low budder with a price of $49,950 based on an estimated 1,075 tons at $46 per ton plus a lump sum of $500 for the submittals to the West Hartford landfill). In addition, Loureiro Engineering will provide up to $5,000 in added services to oversee the implementation of this activity and to respond to Town inquiries during the material removal.

On the 55 Steele Boulevard construction side, an additional significant issue has been encountered. The on-site contaminated fill at 55 Steele Boulevard that had been graded has settled due to construction traffic on the site and rain (see attached photos and site map). Soft areas have been

identified that will not adequately support the pavement planned above. Remedies for this condition were investigated with the project geotechnical engineer, Max Welti. Mr. Welti identified four options to stabilize the material; three options are variations of removing soil and replacing it with stone. The fourth option would be raising the grade, keeping the fill on site, putting a 4-inch concrete slab on top, and building parking lot on top of the slab. B&W Paving has priced the options, and the most cost-effective alternative is to raise the grade at a cost of $92,774.53. Staff recommend approving a change order for B&W to implement the soils stabilization remedy in the amount of $111,329.44 that includes a 20% contingency. Six existing B&W change orders for the project to date total $573,072, subject to Planning and Zoning Commission approval. Two change orders, numbers 3 & 5, were separately authorized by the Town Council. The others were done pursuant to the initial contract authorization that included a $172,000 contingency authorization. $58,187 of the original change order authorization remains and that will not be sufficient to cover the soil stabilization work, so a separate authorization is requested for this work.

Staff is pursuing additional funding sources for the project that will probably require local matching funds but those will not be acted upon soon enough to address these immediate construction items. Therefore the $360,000 Town appropriation intended as a bridge loan in anticipation of execution of a State/Town contract for the forgivable loan and the $360,000 forgivable loan (a total of $720,000) will both be necessary and will be used to fund project costs at both 55 and 30 Steele Boulevard.

Staff have had conversations with the Connecticut Department of Economic and Community Development (DECD) about supplemental State grants for the project and two potential funding sources have been identified, a new DECD Brownfields grant (Round 22 applications are due September 10) and an Urban Act grant. Berlin is not usually eligible for Urban Action grants because it is not a state-designated distressed municipality, public investment community or urban center under the state's Plan of Conservation and Development. However, towns that do not meet one of these criteria may still receive Urban Act funds if the State Bond Commission determines that the project in question will help meet specified urban revitalization goals under **CGS § 4-66b** or for transit-oriented development projects.

Requested actions are:

1. To authorize a contract amendment with Loureiro Engineering of $5,000 for continuing environmental consulting services for the 30 Steele Boulevard remediation project funded from the Farmington Ave Development Loan account.

2. To authorize use of the $360,000 Town appropriation intended as a bridge loan in anticipation of execution of a State/Town contract for the forgivable loan to be used to fund project costs.
3. To authorize the Town Manager to apply to DECD for a Round 22 Brownfields remediation grant and for an Urban Action Grant.
4. To authorize the Town Manager to enter a change order with B&W Paving in the amount of $92,774.53 and change orders related to this work for up to 20% of that amount ($18,554.91) for soil stabilization work at 55 Steele Boulevard.
5. To authorize a contract with Cisco in the amount of $49,950 and change orders related to this work for up to 20% of that amount ($9,990) for disposal of contaminated material from 30 Steele Boulevard to the West Hartford landfill.

Funding:

The change order with B&W Paving in the amount of $92,774.53, and change orders related to this work for up to 20% of that amount ($18,554.91) for soil stabilization work at 55 Steele Boulevard, the contract with Cisco in the amount of $49,950 and change orders related to this work for up to 20% of that amount ($9,900) for disposal of contaminated material from 30 Steele Boulevard to the West Hartford landfill, and the change order of $5,000 for additional services from Loureiro Engineering to oversee the implementation of contaminated material removal at 30 Steele Boulevard will be charged to 504.10.1017.0.54000.01628 Farmington Ave Development Loan account that was established for the bridge loan that was in anticipation of execution of a State/Town contract for the forgivable loan but that is now needed to be used to fund project costs at both 55 and 30 Steele Boulevard.

Actions Needed:

Move to waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of $5,000 for continuing environmental consulting services for the 30 Steele Boulevard remediation project funded from the Farmington Ave Development Loan account.

Move to authorize use of the $360,000 Town appropriation intended as a bridge loan in anticipation of execution of a State/Town contract for the forgivable loan to be used to fund project costs.

Move to authorize the Town Manager to apply to DECD for a Round 22 Brownfields remediation grant and for an Urban Action Grant both for the 55 Steele Boulevard remediation project and for costs related to disposal of contaminated materials at 30 Steele Boulevard.

Move to authorize the Town Manager to enter a contract amendment with B&W Paving of $92,774.53, for soil stabilization work at 55 Steele Boulevard and change orders related to this work for up to 20% of that amount ($18,554.91) funded from the Farmington Ave Development Loan account, subject to Planning and Zoning Commission approval for required revisions to the site plan and review of Corporation Counsel.

Move to waive the bidding process and authorize the Town Manager to enter a contract with Cisco LLC of $49,950 for disposal of contaminated material from 30 Steele Boulevard to the West Hartford landfill funded by $9,900 from the Farmington Ave Development Loan account, as this is in the best interest of the Town.

Attachments:

1. Loureiro proposal for environmental consulting services related to 30 Steele Boulevard.
2. B&W proposal for stabilization of soils at 55 Steele Boulevard.
3. Photo of unstable soil conditions at 55 Steele Boulevard.
4. Plan showing areas of unstable soils at 55 Steele Boulevard.

5. Cisco LLC proposal for removal of contaminated soils from 30 Steele Boulevard to the West Hartford landfill.
6. Sufficiency of funds.

Prepared By:

Christopher Edge, Economic Development Director CE
Michael Ahern, Director of Public Works

Loureiro

August 25, 2025

Town of Berlin
240 Kensington Road
Berlin, Connecticut 06037

Attn: Mr. Jim Mahoney

RE: Proposal – 30 Steele Boulevard Soil Disposal Support
Farmington at Steele Transit Oriented Development Project

Dear Mr. Mahoney:

As requested, Loureiro Engineering Associates, Inc. (LEA) is pleased to present this proposal to support the Town of Berlin (the Town) with contracting and disposal of approximately 700 tons of polluted fill from the proposed detention basin footprint at 30 Steele Boulevard. In accordance with our prior proposals dated July 15 and 16, 2025, LEA completed waste characterization sampling, review of disposal facility acceptance requirements, and transmittal of data packages to licensed waste transporters. The material has received preliminary approval for use as landfill cover at the City of West Hartford Brixton Street Landfill; however, formal acceptance by the landfill must be obtained by the selected waste transporter. Quotations for transportation and disposal of the material were obtained by LEA on behalf of the Town and we understand that award of a contract to Cisco, LLC is pending.

A time and materials allowance of $5,000 is requested by LEA to assist the Town of Berlin with contracting and waste disposal coordination tasks, including two field inspections. The first inspection will be performed prior to the start of soil removal to confirm that the recently completed construction staking aligns with the soil sampling locations completed by LEA on July 7 and 21, 2025. A second inspection will be completed during the excavation and loading of soil from the detention basin footprint. As part of the anticipated scope of services, LEA will respond to information requests from the waste transporter to support development of waste profiles and manifests. LEA will also attend project setup and status meetings with the Town of Berlin, general contractor for the detention basin construction, and waste transporter as needed.

We appreciate the opportunity to continue working with you on this project. Should you have any questions concerning this proposal, please feel free to contact me at 860-410-2904.

Sincerely,

LOUREIRO ENGINEERING ASSOCIATES, INC.

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


41.63442452N 72.76483887W
56° NE
55 Steele Boulevard
Berlin
Capitol Planning Region
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UTILITY STATEMENT

GENERAL GRADING NOTES

DRAINAGE

STORMWATER OPERATIONS & MAINTENANCE

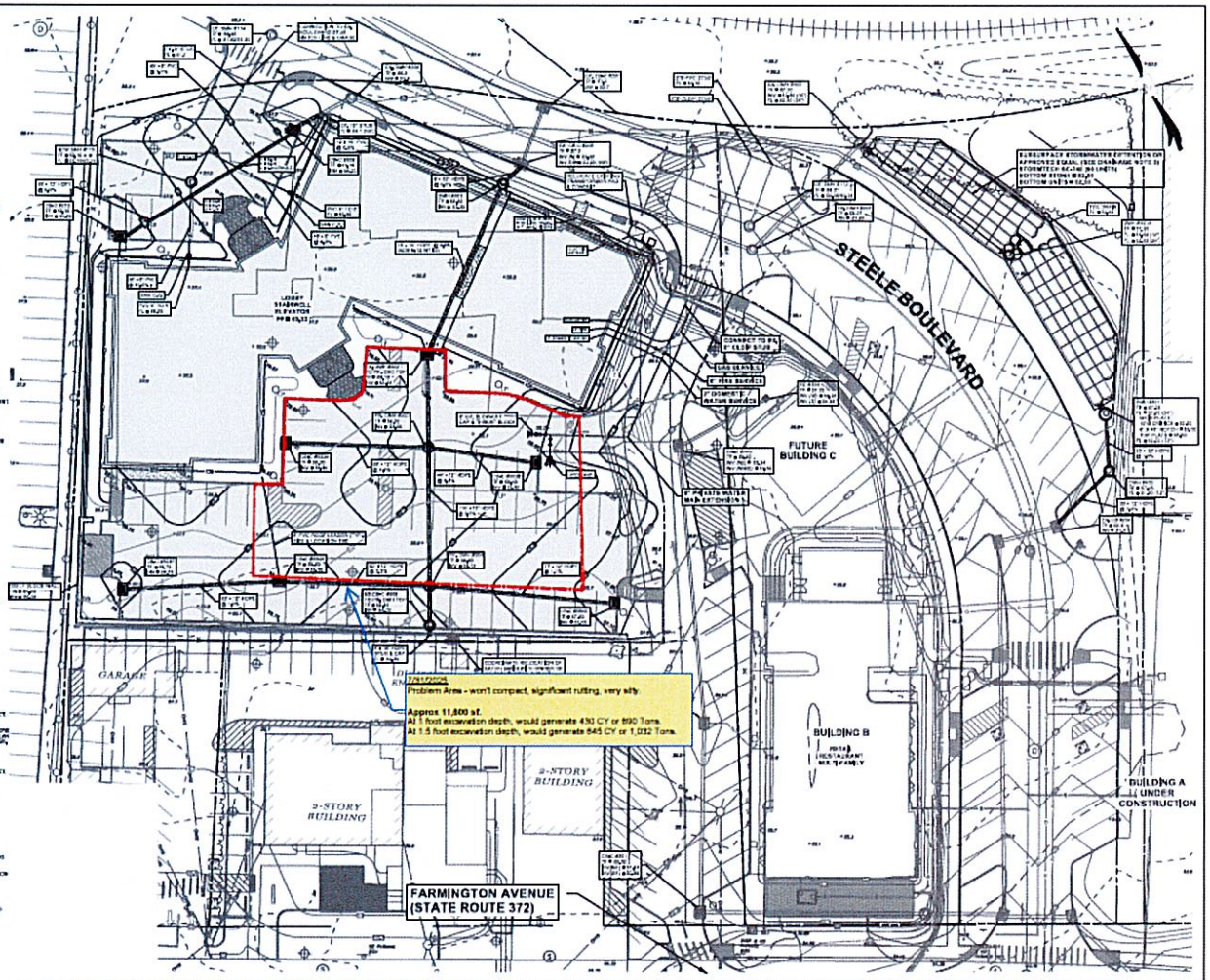
GENERAL UTILITY NOTES

SANITARY

WATER

GAS

ELECTRIC & TELECOMMUNICATIONS



SCALE: 1" = 30'

PROJECT NUMBER:

YRC

CONTACT INFORMATION

STEELE CENTER @ FARMINGTON AVE
TRANSIT ORIENTED DEVELOPMENT

PREPARED FOR
NEWPORT REALTY GROUP, LLC

BUILDING D - LOT 76 / 55 STEELE BLVD
GRADING, DRAINAGE & UTILITY PLAN

REVISION SUMMARY

SHEET D3 of 6

DATE

REVISED

B&W Paving & Landscaping, LLC, 305 Butlertown Rd, Oakdale 06370
Phone: 860-572-9942, Fax: 860-536-5833

"AN AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYER"

August 27, 2025

Mr. James Mahoney
Economic Development Coordinator
Town of Berlin

Re: PCO 010 – Ground Improvements

Dear Mr. Mahoney,

B&W Paving and Landscaping, LLC (B&W) is pleased to provide pricing for the various ground improvement methods discussed in the field, over email and in last week's progress meeting. To recap, these methods are as follows:

- Remove 18" existing material ($182,553.50), replace with ¾" crushed stone ($48,256.95).
- Remove 18" existing material ($182,553.50), replace with 4" concrete slab covered with 14" of ¾" crushed stone ($80,192.92).
- Install concrete pavement instead of bituminous ($272,400.00).
- Keep existing fill in place, level and place 4" concrete slab over that material. Then raise grade as needed to install pavement section. This would involve increasing the height of the already installed retaining wall ($92,774.53).

If you have any questions, please do not hesitate to ask. Thank you for your time and consideration in this matter, we look forward to your response.

Sincerely,

Ken Golden
B&W Paving & Landscaping, LLC

CISCO LLC

20 NE Industrial Road
Branford, CT 06405

August 5, 2025

Mr. Ryan Curley
Town Manager
Town of Berlin
240 Kensington Road
Berlin, CT 06037

Re: Proposal - Waste Profile and Soil Disposal
Detention Basin - 30 Steele Boulevard, Berlin, Connecticut

Dear Mr. Curley:

Cisco Environmental is pleased to provide a cost estimate for waste profiling and disposal from the above referenced site. Cisco will provide labor, materials and equipment to perform the following:

SCOPE

- Prepare waste profile and submit to disposal facility
- Prepare soil shipping documents
- Transport and dispose contaminated soil at approved facility
- Provide final disposal summary and weight tickets

COSTS

Prepare Waste Profile and Disposal Paperwork	**$500.00 LS**
Transport and Disposal of Contaminated Soil	**$46.00/ton**

CT STATE SALES TAX AS APPLICABLE IS NOT INLCUDED

The above pricing is based on:

- Cisco is not responsible for damage to unmarked subsurface utilities.
- Clear access to property for the work scope.
- Client will only be billed for days and materials utilized.
- A signed Cisco LLC agreement is required.
- Cisco LLC's payment terms to established customers are 30 Days NET upon receipt of invoice. All overdue invoices will accrue interest at a rate 1.5%.
- This proposal is subject to additional charges for concealed or unknown conditions. Off specification disposal charges are an unknown condition.
- Sales tax if applicable has not been included in this proposal.

Proposal Acceptance

The above project scope, pricing and conditions are satisfactory and hereby accepted. I am commissioning this work as an authorized representative of the Town of Berlin. Payment will be made as outlined in this proposal. My signature denotes a legal and binding contract. Client assumes full responsibility for all payment collection actions and associated fees. Please e-mail this signed acceptance proposal back to me at cdickman@snet.net.

Acknowledge and Agree

Signature	Date
Title	Purchase Order Number

Thank you for the opportunity to provide this proposal. Please contact me at 203-752-2558 should you have any questions.

Sincerely,

Chris Dickman

Chris Dickman
Managing Member

TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE	27-Aug-25

55 & 30 Steele Blvd- Contract Amendments for B&W Paving and Loureiro Engineering — Requested by: Facilities

QUANTITY	DESCRIPTION	PRICE PER UNIT	$ AMOUNT
1.00	B&W Paving change order for soil stabilization work including 20% contingency	$111,329.44	$111,329.44
1.00	Cisco contract for the disposal of contaminated soil including 20% contingency	$59,850.00	$59,850.00
1.00	Loureiro Engineering change order to oversee the implementation of contaminated material removal	5,000.00	$5,000.00
		TOTAL	**$176,179.44**

Account No. 504.10.1017.0.54000.01628- Farmington Ave Development Loan

Budgeted Amount……	$360,000.00	Available balance……	$360,000.00
Encumbrances to Date……	$0.00	Amount Needed for This Package…….	$176,179.44
Expenditures to Date……..	$0.00	Available Balance After Purchase……	$183,820.56

Is a budget change needed? ☐ Yes ☒ No

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

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

Finance Director or Assist.Finance Director

or:

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

Finance Director or Assist.Finance Director

Agenda Item No. 16
Request for Town Council Action

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

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

DATE: **August 26, 2025**

SUBJECT: **Marjorie Moore Charitable Foundation**

Summary of Agenda Item:

The America 250 Berlin committee would like to apply to the Marjorie Moore Charitable Foundation for funds for the 250 celebration of the signing of the Declaration of Independence. The funds will be used towards the different events being planned.

Funding:

None

Action Needed:

Move to approve the America 250 Berlin Committee to apply to the Marjorie Moore Charitable Foundation for funding for event planning and authorize the Town Manager, Ryan Curley, to sign on behalf of America 250 Berlin the grant application.

Attachments:

Grant Application

Prepared By: Kate Wall, Town Clerk KGW

Marjorie Moore Charitable Foundation

Proposal due	December 1
Program type	Arts, Culture, & Humanities; Education; Environment; Health; Human Services
Area served	CT
Restrictions	Kensington, CT
Grant history	

Mission

The Marjorie Moore Charitable Foundation was established in 1957 to support "charitable projects of a public nature in said Kensington," and to promote quality educational, cultural, human services, environmental, and health care programming for underserved populations. The Moore Charitable Foundation specifically serves the people of Kensington, Connecticut.

Guidelines

The Marjorie Moore Charitable Foundation deadline is December 1. Applicants will be notified of grant decisions by letter within 2 to 3 months after each respective proposal deadline.

Applicant organizations must serve the people of Kensington, Connecticut. Preference is given to organizations that provide human services or health care programming.

Grants from the Moore Foundation made in support of operations or programming are 1 year in duration. Multi-year grants for long-term capital projects will be considered on a case-by-case basis.

Application & procedures

This trust is managed by the Connecticut (CT) office.

Procedures

PDF | Microsoft Word

Are not a condition to any banking service or activity

Banking products are provided by Bank of America, N.A. and affiliated banks, Members FDIC and wholly owned subsidiaries of Bank of America Corporation.

MLPF&S is a registered broker-dealer, member SIPC and a wholly owned subsidiary of Bank of America Corporation

Institutional Investments & Philanthropic Solutions ("Philanthropic Solutions")is part of Bank of America Private Bank, a division of Bank of America, N.A., Member FDIC, and a wholly-owned subsidiary of Bank of America Corporation ("BofA Corp."). Trust and fiduciary services and other banking products are provided by wholly-owned banking affiliates of BofA Corp., including Bank of America, N.A. Brokerage services may be performed by wholly-owned brokerage affiliates of BofA Corp., including Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S").

Certain Bank of America Private Bank associates are registered representatives with MLPF&S and may assist you with investment products and services provided through MLPF&S and other nonbank investment affiliates.

Connect with us

Marjorie Moore Charitable Foundation

Legal Organization Information

*Organization Legal Name

Organization Name, or AKA if different

If your organization is a religious organization, municipality, subdivision of state or a school, your organization may not be required to have a Federal TIN. If this is the case, you can leave the Tax ID field blank, but select "Organization not Found" (in the IRS database) and proceed. Choosing this option will not impact the consideration of your request.

Tax ID / EIN

Website Address

*Fiscal year end date of organization

*Total Annual Operating Budget (current FY)

Current market value of endowment

*Year Organization was Established

*Number of Board Members

*Number of FT staff

*Number of PT staff

*Number of Volunteers

If this request is being submitted on behalf of a fiscally sponsored organization, please provide the name, address, and contact information of the fiscally sponsored organization.

Primary Application Contact

Prefix

Street Address Line 2

City

State

Postal Code

Office Phone

Mobile Phone

E-mail

Grant Request Detail

*Project/Program Title

*Brief Summary of Request

*Type of Support

*Amount Requested

*Funding Period Requested (# of Years)

*Start Date

*End Date

Total Project/Program Budget, if applicable (for support other than general operating)

*Purpose: Describe the purpose of the request, the need or problem you seek to address, and the population who might benefit from your efforts.

*Goals & Activities: State the specific goals, outcomes, or success indicators of the requested project/program, including the activities you plan to take to meet these goals. What evidence (if any) exists to support your approach?

*Challenges: Describe any anticipated challenges to the success of your proposed program or project and how you plan to overcome them, if applicable.

Outcomes Summary: If your organization received funding from this foundation within the past 24 months, please attach a short summary highlighting the impact of the grant on your organization and constituents. This summary may be excerpted from your formal outcomes report.

Additional Detail: Add additional information, if necessary, to clarify any answer you provided previously.

Agenda Item No. 17
Request for Town Council Action

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

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

DATE: **August 25, 2025**

SUBJECT: **Town Manager's Evaluation**

Summary of Agenda Item:

Reminder for the Town Council members to complete their evaluation of the Town Manager for the September 16th Town Council meeting.

Funding:

None needed

Action Needed:

Reminder for the Town Council members to complete their evaluation of the Town Manager for the September 16th Town Council meeting.

Attachments:

None

Prepared By: Kate Wall, Town Clerk for Corporation Counsel

Mattabasett

Please return application to:
Town Clerk's Office - Room 107 – 240 Kensington Road – Berlin, CT 06037

TOWN OF BERLIN
Application for Appointments to Boards and Commissions

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

Please list your Board/Commission preference below:

1. MATTABASSETT COMMISSION 2. _____

NOTE: If applying for the **GOLF COURSE COMMISSION, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

_____

Name: LIAM Mitchell Telephone No.: 860 818 5540

Home Address: 1005 Kensington RD Number of years in Berlin: 30 years
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: LIAMDEOINC@GMAIL.COM

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

Educational Background (optional)

SHS

Present Employment (company/position/address)

Current and Past Civic/Community Involvement: _____

Tell us why you feel qualified for this appointment: YEAR of working w/ TOWN WATER DEPT

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

None

Signature: Liam J Mitchell Date: 7/29/2025

RECEIVED FOR RECORD
BERLIN TOWN CLERK
2025 JUL 30 AM 9:01
Katherine Gibson
BERLIN, CT.

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

Water Control

Please return application to:
Town Clerk's Office - Room 107 – 240 Kensington Road – Berlin, CT 06037

TOWN OF BERLIN

Application for Appointments to Boards and Commissions

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

RECEIVED FOR RECORD BERLIN TOWN CLERK 2025 AUG 27 AM 10: 26 BERLIN, CT.

Please list your Board/Commission preference below:

1. WATER CONTROL 2. _____

**NOTE: If applying for the GOLF COURSE COMMISSION, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

_____

Name: SEBASTIAN SENIA Telephone No.: 860-828-1198

Home Address: 8 DUNHAM DR BERLIN CT 06037 Number of years in Berlin: 49 1/2
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: SEB.SENIA@GMAIL.COM

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

Educational Background (optional)

AETNA RETIRED OPERATIONAL MANAGER.
Present Employment (company/position/address)

Current and Past Civic/Community Involvement: GOLF COMMISSION WATER CONTROL ALTERNATE

Tell us why you feel qualified for this appointment: CURRENT MEMBER WATER CONTROL ALTERNATE APPLYING FOR FULL TIME MEMBER

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

Signature: [signature] Date: 08-27-25

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

ZBA

Please return application to:
Town Clerk's Office - Room 107 – 240 Kensington Road – Berlin, CT 06037

TOWN OF BERLIN
Application for Appointments to Boards and Commissions

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

RECEIVED FOR RECORD
BERLIN TOWN CLERK
2025 JUL 28 AM 9:59
Katy Gladd
BERLIN, CT.

Please list your Board/Commission preference below:

1. ZBA Regular 2. _____

**NOTE: If applying for the GOLF COURSE COMMISSION, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

_____

Name: Michael Simonetta Telephone No.: 860.305.9459

Home Address: 146 Hummingbird Dr Number of years in Berlin: 4
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: Mike22dj@aol.com

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

College Degree
Educational Background (optional)

Michael Simonetta DJ & Event Svcs (same)
Present Employment (company/position/address)

Current and Past Civic/Community Involvement: ZBA alternate

_____

Tell us why you feel qualified for this appointment: I have attended every meeting since I joined and contribute

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

_____

Signature: [signature] Date: 7-28-25

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

Berlin Town Council Chambers is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://berlinct-gov.zoom.us/j/82113170819?pwd=udrXQZdWNwz5d0gwCV3hsDqiVsFbX9.1
Meeting ID: 821 1317 0819
Passcode: 405357
+1-305-224-1968 US

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, July 22, 2025
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

A. CALL TO ORDER:

Mayor Kaczynski called the Town Council meeting to order at 7:04 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:	Councilor Sandra Coppola Mayor Mark Kaczynski Councilor Charles Paonessa Councilor Donna Veach
Absent:	Councilor Kate Atkinson Councilor Mark Pruzin Councilor Peter Rosso
Also in attendance:	Town Manager Ryan Curley Corporation Counsel Jeffrey Donofrio

D. PRESENTATION OF PROCLAMATIONS:

Mayor Kaczynski acknowledged members of the Veterans' Commission present this evening, read the following proclamation, and presented copies to all Commission members.

PROCLAMATION
BE IT HEREBY KNOWN TO ALL THAT:
The Town of Berlin hereby recognizes
The Veterans Commission

The Veterans Commission as it is known today was created on August 18, 1998. The Town Council approved the name as it was previously known as the Veterans Advisory Commission. Their mission is to provide services to honor, commemorate, and help all veterans and their families as

well as educate the public regarding historical events through various programs and activities. They are also responsible for preserving all veteran's monuments and statues throughout the community.

The most notable event that the Veterans Commission is responsible for is the annual Memorial Day Parade. Under the direction of Charles Colaresi, the Town of Berlin comes together to showcase over 60 different groups and organizations for the enjoyment of the entire community. One of their most recent and outstanding achievements was the Town of Berlin being selected for the Woody Williams Gold Star Memorial. The Gold Star Memorial is located in Veterans Memorial Park and is dedicated to families whose loved ones paid the ultimate sacrifice. Veterans Memorial Park is relatively new to Berlin, dedicated in 2012. The Veterans Commission played a crucial role in its creation, especially Phases I and II. Within the park, there are over 500 bricks with names, branches, and dates of service of those who served. There is also a walking tour which is interactive explaining all wars and conflicts in the United States. The Wall of Honor which can be found in the Rotunda in Town Hall was created by Peter Galgano. It is a video of well over 150 service members featuring a picture and a short summary about each veteran as a way to honor service members that are still with us and those that have passed. The Commission has overseen the relocation of the Marine Monument from Main and Peck Street to Paper Goods Pond and the Demore, Dinda, Bittner, Jr. Monument from East Berlin to Veterans Memorial Park to honor the service members who lost their lives in combat. Each year for Memorial Day, over 1150 flags are placed at 11 cemeteries. Other annual events include a band concert and a Veterans Day Ceremony. The Veterans Commission, with over $22,000 donated by the Berlin Lions and Berlin Volunteer Fire Department, is able to help veterans and widows in need. Most recently, the bridge on Christian Lane was named The Gold Star Families Memorial Bridge.

In recognition of their long-standing service and dedication to the Town of Berlin's veterans and families, the Town Council hereby recognizes "The Veterans Commission" and thanks them for their continued support of all those who valiantly and selflessly served the United States of America.

Dated this 22nd day of July, 2025.

State Representative Donna Veach presented a Citation to Charles Colaresi and Peter Galgano on behalf of State Representative Jack Fazzino, State Senator Rick Lopes, and herself.

Mayor Kaczynski stated that a ceremony was held at the Berlin Historical Society on Saturday in honor of Marjorie Moore's commitment to the Town of Berlin, and he read the following proclamation.

PROCLAMATION
BE IT HEREBY KNOWN TO ALL THAT:
The Town of Berlin hereby recognizes
Marjorie Moore Posthumously

Marjorie Moore, a true Berlin icon, was born into one of the wealthiest and most prominent families in Berlin on July 20, 1868. She was a lifelong resident - Marjorie loved Kensington! She was known

for being down-to-earth and living a simple life. Though a working woman, Marjorie was never without her white gloves and signature hat.

Unlike most women of her class and era, Marjorie was independent and chose a life of community service. She was an incorporator of the Kensington Library Society, later known as the Peck Memorial Library. Devoted to the library, she served over four decades in the roles of secretary, librarian, and director. Marjorie was the first female postmaster of the Kensington Post Office, serving for ten years. She was a founding member of the Emma Hart Willard Chapter of the daughters of the American Revolution, and a charter member of the Kensington Monday Night Club, a service, social and cultural women's group.

Marjorie was a gifted poet, playwright, and artist. Having a lifelong love of nature, in 1910 she purchased land across from her home to create a secluded park for the enjoyment of others as well as a shelter for wildlife. Today, it is known as the Marjorie Moore Bird Sanctuary.

Upon her death on February 11, 1957, Marjorie's generosity reached new heights with the establishment of the Marjorie Moore Charitable Foundation. One needs only to consider what it has funded over the years to appreciate its beneficial extent, to name just a few: renovate the Blue Hills School into the South Kensington firehouse, expand the former Peck Memorial Library building, purchase emergency and transportation vehicles, establish a daycare program, and help develop Memorial Pool and Timberlin Golf Course. Since its inception, it is estimated that six million dollars has been awarded through hundreds of grants to Berlin organizations. Marjorie's legacy continues today to enrich the lives of every resident of Berlin.

Marjorie was buried next to her parents in West Lane Cemetery, Kensington, with a brown marker that simply displays the initials: M.M.

In recognition of her lifetime of generosity, leadership, and service to the Berlin community, the Town Council hereby proclaims July 20, 2025, as Marjorie Moore Day.

Dated this 19th day of July, 2025.

Mayor Kaczynski read the following proclamation in recognition of America's 250th anniversary and Berlin's participation in the America 250 | CT Commission. Town Clerk Kate Wall stated that members of Berlin's America 250 | CT Commission were present in the audience this evening and that there is a Consent Agenda item to appoint Town Historian Sallie Caliandri to the Commission.

PROCLAMATION
AMERICA 250 | CT

WHEREAS, the 250th anniversary of the signing of the Declaration of Independence and the formation of the United States of America will occur on July 4, 2026; and

WHEREAS, Berlin founded in 1785 has contributed proudly and significantly to the history of our nation and our state for more than 240 years; and

WHEREAS, in 2016 the United States Congress established by Joint Resolution the America 250 Commission to encourage observance of the 250 years of our nation's existence; and

WHEREAS, the Governor established Connecticut's Semi quincentennial Commission with Executive Order 22-02, and the Commission has determined its mission and purpose is to develop, encourage, and execute an inclusive celebration, commemoration, and observance of the 250th anniversary of the Declaration of Independence through civic, cultural, and historical education events and programming; and

WHEREAS, the Commission will enhance tourism, economic development, history and civic education, historic preservation, and outdoor recreation within the state; and

WHEREAS, America 250 | CT will engage Connecticut residents in all 169 municipalities through local 250th committees and affiliate organizations through its culmination in 2028; and

WHEREAS, preserving, studying, and enjoying state history strengthens communities, builds pride, and forges bonds between Connecticut residents as we work together toward the goal of equality, and recognition of the unalienable rights of life, liberty, and the pursuit of happiness; and

WHEREAS, it is appropriate that Berlin engages fully with our past and looks toward a shared future; and

WHEREAS, the Mayor and Town Council of Berlin thus encourage its citizens to create and participate in programs that will commemorate the history of our town, our state, and our nation; and

NOW, THEREFORE, be it resolved that I, Mayor Mark Kaczynski, do hereby proclaim that Berlin will fully engage in commemorative activities leading up to and through July 4, 2026. I urge all community members to take advantage of the resources available from the America 250 Commission, the Connecticut Semi quincentennial Commission, and the Town Berlin to observe the 250th anniversary of the signing of the Declaration of Independence by coordinating commemorative events, planning historical activities, providing opportunities for public discourse, creating new scholarship around Connecticut's complete history, creating new educational opportunities, and by seeking opportunities for historic preservation. Berlin pledges to uplift, support, and generate commemorative opportunities.

PROCLAIMED this 22nd day of July, 2025

E. AUDIENCE OF CITIZENS:

Economic Development Director Chris Edge – Mr. Edge stated that milestone awards will soon be presented to local businesses adding that Dance Legacy is celebrating 50 years in Berlin, The Deburring House, Kensington Insurance and Bill's Pizza are celebrating 45 years, Kensington Auto and Safari Golf are celebrating 40 years, and 568 Systems Inc. is celebrating 30 years.

Mr. Edge added that he will be kicking off a new program called "What Is It?" which will highlight items made in Berlin to showcase local manufacturing businesses.

F. **MAYOR'S UPDATE**:
None

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

H. CONSENT AGENDA:

1. **Topic re: Approve the request of the Berlin Lions Club to waive the permit fee for Temporary Tents. The total amount of the fee to be waived for this item is not to exceed $120.00, based on a permit value of $4500. Total of fee waiver request $120.00. – Building Department**

2. **Topic re: Approve the request of Mr. Paul Valdesi to waive the permit fees associated with the construction of the addition. The total amount of the fee to be waived for this item is not to exceed $3545.00, based on a permit value of $230,000. Total of fee waiver request $3545.00. – Building Department**

3. **Topic re: Accept monetary donations totaling $279.41 and deposit $124.41 into the Unrestricted Donations account for the libraries greatest need and deposit $155.00 into the Library Agency account for the acquisition of books and move to accept the donation of (50) Pralines ice cream coupons with a value of $275.00 to be used as child/teen summer reading prizes. – Berlin-Peck Memorial Library**

4. **Topic re: Accept the donations of $1,144.00 and appropriate the funds to the Police Cadet Program Expenditure Account. – Police Department**

5. **Topic re: Accept the donations of $200.00 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department**

6. **Topic re: Approve no additional early voting locations for Berlin. The Town will continue to have one Early Voting location at Town Hall. – Registrars of Voters**

7. **Topic re: Accept the donation of one 2006 Dodge 1500 pickup worth $7,000. – Municipal Garage**

8. **Topic re: Transfer $192,000, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts, pending approval by the Board of Finance. - Finance**

9. **Topic re: Appoint the following individual to the America 250 – Berlin Commission: Sallie Caliandri, Town Historian. – Town Clerk**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

Councilor Paonessa moved to add agenda item #10A – Purchase one clamp bucket for the highway department's new Caterpillar 926-wheel loader from H.O. Penn with attachments utilizing Sourcewell Contract #011723-CAT for an amount not to exceed $29,957. – Municipal Garage

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

I. NEW BUSINESS:

1. **Topic re: Waive the bidding process and authorize the Town Manager to enter a not to exceed contract amendment with Alta Environmental of $15,833.27 for environmental consulting services related to the verification report and process for the property at 1567 Berlin Turnpike the cost of which cost has already been paid or will be paid by Fortitude Re, as this is in the best interest of the Town. – Economic Development**

Economic Development Director Chris Edge stated that Alta Environmental (Alta) has been the Town's consultant for property located at 1567 Berlin Turnpike. Post remediation work was done on the site and the next step in the process is the submission of a verification report to the Connecticut Department of Energy and Environmental Services.

Additional work is required by Alta to complete this report and the Town's environmental insurance on the property through Fortitude Re will cover the cost of this report. This request is to authorize the Town Manager to enter into a contract amendment with Alta.

Councilor Paonessa moved to waive the bidding process and authorize the Town Manager to enter a not to exceed contract amendment with Alta Environmental of $15,833.27 for environmental consulting services related to the verification report and process for the property at 1567 Berlin Turnpike the cost of which cost has already been paid or will be paid by Fortitude Re, as this is in the best interest of the Town.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

2. **Topic re: Authorize the Town Manager to execute a Tax Abatement Agreement pursuant to section 8-215 of the Connecticut General Statutes that will provide a tax abatement for the**

project starting at the amount approved by the Town Council, escalating at _% per year, and having a duration equal to the required duration of the affordability restriction (99 years), subject to review and approval by Corporation Counsel. – Economic Development

Town Manager Curley introduced this item stating that in October 2024 the Town entered into a Purchase and Sale Agreement with Vesta Corporation for the sale of property on Percival Avenue for the development of affordable senior housing. One of the final conditions of this Agreement is a Tax Abatement Agreement with terms acceptable by both parties.

On My 20, 2025 the Town Council adopted an ordinance pursuant to Section 8-215 of the Connecticut General Statutes to enable the Town to enter into tax abatement agreements for affordable housing projects.

Economic Development Director Edge added that the State is not currently prioritizing senior housing projects therefore towns must find ways to make these projects work financially.

Councilor Paonessa moved to authorize the Town Manager to execute a Tax Abatement Agreement pursuant to section 8-215 of the Connecticut General Statutes that will provide a tax abatement for the project starting at the amount approved by the Town Council, escalating at 3% per year, and having a duration equal to the required duration of the affordability restriction (99 years), subject to review and approval by Corporation Counsel.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

3. **Topic re: Refer the sale of 143 Percival Avenue with lot line revisions as proposed for access to the adjacent Percival Park to the north and Lawndale Street to the south to the Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes and to schedule a public hearing for sale of 143 Percival Avenue for September 2, 2025 at 7:00 PM at the Berlin Town Council Chambers, 240 Kensington Road, Berlin, CT. – Planning and Zoning and Economic Development**

Town Planner Maureen Giusti stated that the development plan by Vesta Corporation for affordable senior housing has been reviewed and approved with modifications and conditions by the Planning and Zoning Commission. During development of the plan, it was realized that the Town would like to pursue retaining additional land to provide future access and connectivity to adjacent Town owned parcels.

The requested section 8-24 review for sale of the property with lot line revisions will allow for a minimum of 15 feet of access around the Percival Park ball fields to the north of the parcel and an access point at the southerly end of the existing parcel to connect town land to Lawndale Street with the remaining land to be conveyed for the development of the approved elderly housing.

Councilor Paonessa moved to refer the sale of 143 Percival Avenue with lot line revisions as proposed for access to the adjacent Percival Park to the north and Lawndale Street to the south to the

Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes and to schedule a public hearing for sale of 143 Percival Avenue for September 2, 2025 at 7:00 PM at the Berlin Town Council Chambers, 240 Kensington Road, Berlin, CT.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

4. **Topic re: Approve the proposed reconfiguration of the VNA suite and plans provided by on-call contractors Jacunski Humes Architects (JHA) of Berlin, CT and construction estimate from MA & M dba Aresco Construction Company (ACC) of Middletown, CT for an amount not to exceed $50,000. – Facilities**

Town Manager Curley introduced this item stating that the reconfiguration of the VNA suite for use by the Registrar of Voters and the Social Services Department was predicated on the need to provide additional space due to new laws requiring early voting as well as the loss of the food pantry due to the renovation of the Police Department.

Director of Facilities Doug Solek stated that the Town has worked successfully with the on-call contractors.

Councilor Paonessa moved to approve the proposed reconfiguration of the VNA suite and plans provided by on-call contractors Jacunski Humes Architects (JHA) of Berlin, CT and construction estimate from MA & M dba Aresco Construction Company (ACC) of Middletown, CT for an amount not to exceed $50,000.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

5. **Topic re: Approve a bid waiver for local contractor Zarella Demolition of East Berlin, CT in the amount of $38,300 which includes a 20 percent project contingency for the abatement and demolition of the caretakers home located at no. 292 Deming Road, since this is in the best interest of the town. – Facilities**

Director of Facilities Solek stated that on the previous suggestion of Councilor Paonessa his department reached out to additional contractors and received a lower quote from a local vendor for the demolition of the house located at 292 Deming Road.

Councilor Paonessa moved to approve a bid waiver for local contractor Zarella Demolition of East Berlin, CT in the amount of $38,300 which includes a 20 percent project contingency for the abatement and demolition of the caretakers home located at no. 292 Deming Road, since this is in the best interest of the town.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

6. **Topic re: Approve the Purchase of one Ford Expedition XL utilizing Connecticut Department of Administrative Services Contract #CT22PSX0133 for the Police Department for an amount not to exceed $54,285. – Municipal Garage**

Fleet Manager Jim Simons stated that within the fiscal year 2025 budget the Police Department received funding for new vehicles, and this request is for the purchase of the last of those vehicles.

Mr. Simons worked with McGovern Municipal HG of Middletown, CT to develop specifications and receive pricing utilizing a State DAS contract.

Councilor Paonessa moved to approve the Purchase of one Ford Expedition XL utilizing Connecticut Department of Administrative Services Contract #CT22PSX0133 for the Police Department for an amount not to exceed $54,285.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

7. **Topic re: Waive the Town's purchasing requirements and approve the purchase of tires from Connecticut Tire, Sullivan Tire and DiPietro Tire, utilizing government pricing from the tire manufacturers, in amount not to exceed $45,000 as this is in the best interest of the Town. – Municipal Garage**

Fleet Manager Simons stated that tire manufacturers set tire pricing and discounts for government agencies through State or National purchasing agreements. The actual distribution of tires is through local vendors. The selection of which vendor to use is dependent on which can supply the tires or service at the best price and in a timely manner.

Councilor Paonessa moved to waive the Town's purchasing requirements and approve the purchase of tires from Connecticut Tire, Sullivan Tire and DiPietro Tire, utilizing government pricing from the tire manufacturers, in an amount not to exceed $45,000 as this is in the best interest of the Town.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

8. **Topic re: Approve the purchase of auto parts and supplies using the Sourcewell Contract (100124-GPC) from N.A.P.A. Auto Parts for an amount not to exceed $45,000. Waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from**

Tasca Ford for an amount not to exceed $15,000, as this is in the best interest of the town. Waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Monaco Ford for an amount not to exceed $15,000, as this is in the best interest of the town. Waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Municipal Truck Parts for an amount not to exceed $25,000, as this is in the best interest of the town. Approve the purchase of auto parts and supplies using the State of Connecticut Department of Administrative Services Contract # 23PSX0211 from Columbia Ford for an amount not to exceed $40,000. – Municipal Garage

Fleet Manager Simons stated that in fiscal year 2026 the Fleet Garage anticipates utilizing various vendors for auto parts and supplies purchases. A minimum of two prices quotes are obtained for most of the purchases with vendor selection based on what suits the Town's operation at that time.

Councilor Paonessa moved to approve the purchase of auto parts and supplies using the Sourcewell Contract (100124-GPC) from N.A.P.A. Auto Parts for an amount not to exceed $45,000.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

Councilor Paonessa moved to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Tasca Ford for an amount not to exceed $15,000, as this is in the best interest of the town.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

Councilor Paonessa moved to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Monaco Ford for an amount not to exceed $15,000, as this is in the best interest of the town.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

Councilor Paonessa moved to waive the Town's bidding procedures, and to approve the purchase of auto parts and supplies from Municipal Truck Parts for an amount not to exceed $25,000, as this is in the best interest of the town.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

Councilor Paonessa moved to approve the purchase of auto parts and supplies using the State of Connecticut Department of Administrative Services Contract # 23PSX0211 from Columbia Ford for an amount not to exceed $40,000.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

9. **Topic re: Approve the purchase of Lion Fire Department Protective Clothing from C & S Specialty in an amount not to exceed $80,000 utilizing the NPPgov (National Purchasing Partners) Contract# PS60065. Approve the purchase of Globe Fire boots from Firematic Supply for an amount not to exceed $10,000. Approve the purchase of Carnies Helmets from Fire Tech Industries for an amount not to exceed $10,000. – Fire Administrator**

Fire Chief Jim Simons stated that this request is for the yearly replacement of a percentage of the Berlin Fire Department's PPE which are replaced based on annual review and inspection.

Councilor Paonessa moved to approve the purchase of Lion Fire Department Protective Clothing from C & S Specialty in an amount not to exceed $80,000 utilizing the NPPgov (National Purchasing Partners) Contract# PS60065.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

Councilor Paonessa moved to approve the purchase of Globe Fire boots from Firematic Supply for an amount not to exceed $10,000.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

Councilor Paonessa moved to approve the purchase of Carnies Helmets from Fire Tech Industries for an amount not to exceed $10,000.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

10. Topic re: Refer the topic of the revision of the firefighter incentive programs to the Council's Fire Services Committee. – Fire Administrator

Town Manager Curley introduced this item stating that he has been working with Fire Chief Jim Simons to modify the current firefighter incentive program.

To more appropriately incentivize and reward the efforts of Town firefighters and to simplify the administration of the program, Chief Simons submitted a proposed revision. This revision will require modification of agreements between the Town and its' four fire companies and therefore requires Town Council approval.

This request is to bring these revisions to the Town Council's Fire Services Committee for review and consideration. Town Manager Curley stated that he will reach out to the Fire Services Committee members to coordinate meeting dates.

Councilor Paonessa moved to refer the topic of the revision of the firefighter incentive programs to the Council's Fire Services Committee.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

10A. Topic re: Purchase one clamp bucket for the highway department's new Caterpillar 926-wheel loader from H.O. Penn with attachments utilizing Sourcewell Contract #011723-CAT for an amount not to exceed $29,957. – Municipal Garage

Fleet Manager Jim Simons stated that earlier this year the Highway Department received authorization to purchase a new payloader from Caterpillar along with several attachments. After further review and prior to ordering the unit, Highway Superintendent Steve Karp requested replacing the four-way construction bucket with a clamp bucket which will better serve the department.

The four-way construction bucket was cancelled, however the difference in price for the clamp bucket is an additional $9,569. The funds from the cancelled bucket will be applied to purchase the new clamp bucket.

Councilor Paonessa moved to purchase one clamp bucket for the highway department's new Caterpillar 926-wheel loader from H.O. Penn with attachments utilizing Sourcewell Contract #011723-CAT for an amount not to exceed $29,957.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

11. Topic re: Waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of $40,000 for continuing environmental consulting services for the 55 Steele Boulevard remediation project funded by $27,500 from the Farmington Ave Development (non-grant) Account and $12,500 from the Municipal Brownfields Grant account, and a $3,500 contract for EUR services related to 861 Farmington Avenue charged to the Municipal Brownfields Grant account, as this is in the best interest of the Town. – Economic Development/Public Works.

Town Manager Curley stated this agenda item is intended to present a general update on the 55 Steele Boulevard project as well as provide information on the status of the related budget.

Economic Development Coordinator Jim Mahoney stated that there is a lot of activity on the site. The plan to keep materials under the geomembrane is working. The property located at 30 Steele Boulevard which is intended to become Steele Boulevard Park will need to house a subsurface detention system that supports the Boulevard. Test pits samples of the soil on that site were found to have contamination so additional costs will be incurred. Loureiro Engineering recommends additional sampling and evaluation options.

Mr. Mahoney stated that at this point a portion of the $360,000 Town appropriation intended as a bridge loan for the forgivable loan will need to be used unless other funding sources are found. He added that the Town will be looking to have some of these costs offset by insurance.

President of Loureiro Engineering Dave Fiereck introduced Senior Project Manager Kevin Bitjeman and they shared a presentation on the history of the Steele Boulevard property stating that it had entered into the Connecticut Brownfield Remediation and Revitalization Program in 2016 with remediation in progress for mixed commercial and residential reuse as part of the Steele Center at Farmington Avenue Transit Oriented Development. Completion of the proposed improvements is expected by 2027.

Site investigation of the property found widespread contaminated soil which is not uncommon for the history of manufacturing operations on this site. A groundwater investigation found contaminants on the property which also impacted 861 and 873 Farmington Avenue with the plume shown to be diminishing and with the site being capped it is expected that groundwater will clear up over time.

Soil excavation and engineered controls were considered for the contaminated soil and the alternative selected was targeted soil removal in combination with the engineered control of capping the soil in place with a liner. Completion is expected by the Fall of 2025.

After the liner is in place actions remain for site closure under the Brownfield Remediation and Revitalization Program (BRRP). A Completion of Investigation report, Engineered Control Completion Statement with as-built drawings, application for Environmental Use Restriction, and Remedial Action Completion report must all be submitted to the Connecticut Department of Energy and Environmental Protection. Post-remediation groundwater monitoring will continue in perpetuity.

Post remediation requirements include inspections, maintenance, groundwater monitoring, and annual reporting by the property owner or designated representative. Certification by a Licensed

Environmental Professional is required every five years after recording the Environmental Use Restrictions (EUR).

Soil sampling done at the proposed detention basin footprint at 30 Steele Boulevard identified polynuclear aromatic hydrocarbons above state standards. Loureiro is currently looking at the data to determine disposal or reuse options.

Town Manager Curley stated that due to the timely need to complete the 30 Steele Boulevard work to support the 55 Steele Boulevard project he approved a bid waiver of $17,220 for Loureiro for consulting services. Tonight's action is to cover Loureiro's environmental consulting costs of $40,000 through the end of the calendar year as well as $3,500 related to work on a five-year filing related to the EUR that was filed for 861 Farmington Avenue as required by the Town's Remedial Action Plan for 55 Steele Boulevard due to groundwater mitigation.

Councilor Paonessa moved to waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of $40,000 for continuing environmental consulting services for the 55 Steele Boulevard remediation project funded by $27,500 from the Farmington Ave Development (non-grant) Account and $12,500 from the Municipal Brownfields Grant account, and a $3,500 contract for EUR services related to 861 Farmington Avenue charged to the Municipal Brownfields Grant account, as this is in the best interest of the Town.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

12. Topic re: Appropriate $189,205 for Phase I of the Willard Parking Lot Paving Project, and to authorize Town Staff to issue Purchase Orders for all project related expenses. – Public Works

Director of Public Works Mike Ahern stated that the Town Council had requested that the Public Building Commission (PBC) review the previously proposed reconstruction and expansion of the lower parking lot at Willard Elementary School.

At its June 12, 2025 meeting the PBC approved a revised paving plan which recommended that State paving specifications and contractors be used and eliminated the proposed expansion of the lower lot. The PBC also identified areas where additional parking can be added in a Phase II redesign.

Mr. Ahern stated that the contractor is able to start the project at the end of next week as they will be in town doing the Spruce Brook Road milling and repaving project, and they plan to be finished by the start of the school year.

Councilor Paonessa moved to appropriate $189,205 for Phase I of the Willard Parking Lot Paving Project, and to authorize Town Staff to issue Purchase Orders for all project related expenses.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

13. Topic re: Authorize the use of Morton Salt of Chicago, Illinois for treated road salt, utilizing the Capitol Region Council of Governments Contract #777 for snow and ice control through June 30, 2026. – Public Works

Director of Public Works Ahern stated that this is the annual request for treated road salt. The Capitol Region Council of Governments accepted bids and towns are to select a vendor appropriate for their region.

Staff recommend using Morton Salt and the Town will be committing to an annual quantity of 2,000 tons at $87.10 per ton and is obligated to purchase at least 50% of the annual estimate of material. This request is for the initial purchase order of $87,100 with the Council granting authority to purchase additional quantities as needed through June 30, 2026.

Councilor Paonessa moved to authorize the use of Morton Salt of Chicago, Illinois for treated road salt, utilizing the Capitol Region Council of Governments Contract #777 for snow and ice control through June 30, 2026.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

14. Topic re: Authorize the Town Manager to enter into a unit price contract to purchase street line painting services (utilizing CRCOG Contract #772) with the most cost- effective and qualified Contractor. – Public Works

Director of Public Works Ahern stated that in conjunction with the 2025 road reconstruction season Staff has chosen to utilize unit prices offered through the Capitol Region Council of Governments contract #772 which secures pricing for various pavement marking strategies and is valid through December 31, 2025.

Mr. Ahern added that staff will select the most cost-effective and responsible contractor to perform the task at hand.

Councilor Paonessa moved to authorize the Town Manager to enter into a unit price contract to purchase street line painting services (utilizing CRCOG Contract #772) with the most cost- effective and qualified Contractor.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

15. Topic re: Approve utilizing the State of Connecticut Department of Administrative Services Contract Number 25PSX0108 for Bituminous Concrete through May 18, 2027, or to a new expiration date as extended by the State. – Public Works

Director of Public Works Ahern stated that various maintenance and construction activities throughout the town require the purchase of Bituminous Concrete (hot mix asphalt).

The State of Connecticut Department of Administrative Services awarded a contract to vendors that provide pricing through May 18, 2027 and this request is to utilize that contract.

Councilor Paonessa moved to approve utilizing the State of Connecticut Department of Administrative Services Contract Number 25PSX0108 for Bituminous Concrete through May 18, 2027, or to a new expiration date as extended by the State.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

J. TOWN MANAGER'S REPORT:

- Water Control Commission Chair Bruce Laroche passed away yesterday. The Town Council held a moment of silence.

- The Town Manager introduced Thomas Clark, who has been volunteering this summer with the Town. Thomas has been assisting the Planning and Zoning Department and created a Town events and meeting calendar. The Town Manager thanked Thomas for his assistance and stated that he would be returning to UConn in the fall as a sophomore.

- With recent changes to motor vehicle taxes in Connecticut there were also changes to trailers and campers. It was determined that 63 campers were coded incorrectly by the DMV and therefore left off of the Grand List. Owners will be receiving tax bills for these campers which will result in an additional $150,000 in tax revenue. This was a statewide issue.

- Councilor Veach inquired about the exemption for disabled veterans which was incorrectly written in 2024 to provide the exemption on land only. Corporation Counsel Donofrio stated that it was corrected during this session to include improvements on the land as well.

- The Town has received a $61,750 Open Space and Watershed Land Acquisition Grant for the purchase of the Fontanella property. The Town Manager thanked Berlin's State Representatives for their support and The Berlin Land Trust for their contribution of $20,000 as part of a grant match. More information will be forth coming.

- Upcoming Town projects will require additional funding for design specs and therefore the Town Manager will be asking the Council for input on which projects to prioritize.

- The Town Manager reminded the Town Council to consider any changes they want to review in regard to Charter Revision.

- The Town continues to make progress with the YMCA.

- As the Town Manager has reached six months with the Town of Berlin it is time for his first review. He will complete his self-assessment, send that to the Council who will provide their feedback and then forward it to Corporation Counsel. The review could be an Executive Session item for the second meeting in September.

K. SPECIAL COMMITTEE REPORTS:

None

L. COUNCILORS' COMMUNICATION:

Councilor Veach stated that the Thursday evening concert at St. Paul's originally scheduled for last week was moved to this Thursday at 6:30 p.m.

The Fireman's Dinner will be held on Wednesday August 20th at 6:00 p.m. at Timberlin.

M. ACCEPTANCE OF MINUTES: July 8, 2025

Councilor Paonessa moved to accept the Town Council Meeting minutes of July 8, 2025 as presented.

Seconded by Councilor Veach.

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

Vote being 4-0 (MOTION CARRIED)

N. ADJOURNMENT:

Councilor Paonessa moved to adjourn the meeting at 9:01 p.m.

Seconded by Councilor Coppola.

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

Vote being 4-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting