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Passcode: 757903

+1-646-931-3860 US

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

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PRESENTATION OF PROCLAMATION First Responders' Day

E. AUDIENCE OF CITIZENS

F. MAYOR'S UPDATE

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

H. CONSENT AGENDA:

1. Topic re: Authorize sub-grants to six organizations – Berlin High School Drama/Theatre, Berlin Senior Center, The Art Studio, Berlin High School Band/Chorus, Hungerford Nature Center and the Berlin High School Jazz Band totaling \$3,300.00. – Economic Development
2. Topic re: Accept monetary donations totaling \$7,630.79 and deposit \$118.92 into the Friends of the Library Miscellaneous account for adult and child/teen program supplies, and deposit \$543.49 into the Friends of the Library Credit Card account for the purchase of adult program supplies, a museum pass renewal, subscription renewal and database renewal and deposit \$6,875.00 into the Cancellarini Trust fund for the purchase of books and other library materials and deposit \$93.38 into the Unrestricted Donations account for the libraries greatest need. – Berlin-Peck Memorial Library
3. Topic re: Approve accepting a donation of the above signs to replace the existing signs at the press box at Scalise Field by an Anonymous Donor. Total value of all signs is \$2,000. – Parks and Recreation

4. Topic re: Approve accepting a donation of \$500 towards a 6' Bench with a plaque valued at \$360 to be placed at Pistol Creek in memory of Dan Cleland. – Parks and Recreation
5. Topic re: Approve permission for CCC (Central CT Conference) to charge a fee of \$10 for adults and \$5 for students/seniors for their soccer tournament taking place at Scalise Field on October 25, 2025 (10AM – 5:30PM) and October 28, 2025(3:30PM – 9PM). – Parks and Recreation
6. Topic re: Approve waiving estimated field and light fees not to exceed an amount of \$1370 for the CCC (Central CT Conference) soccer tournament at Scalise Field, Sage Park on October 25 and October 28, 2025. – Parks and Recreation
7. Topic re: Approve that the Berlin Lions Club be authorized to sell luminaries at the Berlin High School home football games on October 30 and November 7, 2025 at Sage Park. – Parks and Recreation
8. Topic re: Accept a donation of a maximum of 10 straw/hay bales from the Matson Family, valued at approximately \$100 to be used for the Parks and Recreation Scarecrow Contest for the 2025 Scarecrow Festival. – Parks and Recreation
9. Topic re: Approve waiving the Police Fees in the approximate amount of 617.40 for the 250th Celebration of the Worthington Meeting House Event that will take place on Saturday, October 18, 2025 at 723 Worthington Ridge from 11am -3pm. – Police Department
10. Topic re: Approve waiving the Police Fees in the approximate amount of \$1,117.80 for the Holiday Shop and Stroll Event on Saturday, November 22, 2025 at Griswold School from 9am -2pm. – Police Department
11. Topic re: Approve waiving the Police Fees in the approximate amount of 500.00 for the Trek -n- Treat Event that will take place on Friday, October 24, 2025 at Willard School. – Police Department
12. Topic re: Authorize the Town Manager to sign the agreement with Elections System Software LLC, for a term of January 1, 2026 through June 30, 2027 for the amount not to exceed \$10,000.00. – Registrars of Voters
13. Topic re: Authorize the Town Manager to sign the grant agreement for early voting funding of \$12,086.25 and when the funds are received allocate the money to the Early Voting Grant Account, subject to approval of the Board of Finance. – Registrars of Voters
14. Topic re: Ratify the execution by the Town Manager of an extension to the CRCOG brownfields grant for 55 Steele Boulevard. – Economic Development
- I. NEW BUSINESS:
 1. Topic re: Discussion about The Connecticut Municipal Development Authority (CMDA). – Economic Development

2. Topic re: Approve Senior Center Event Sponsorship Policy. - Senior Center
3. Topic re: Rescind the previously approved proposal from Zarella Demolition of East Berlin, CT for the abatement and demolition of the caretaker's home at no. 292 Deming Rd. Move to utilize State of CT contract no. 20PSX0154 for HazPros Inc. of West Hartford Connecticut for the required abatement and their demolition subcontractor Bestech Inc. of Ellington, CT for the abatement and demolition of the caretaker's home at no. 292 Deming Rd. in the amount of \$50,640, which includes a 20 percent contingency. - Facilities
4. Topic re: Approve a fiscal year 2026 appropriation of \$2,184,128.48 in 4-Bridge project reimbursements to the Glen Street Bridge account, pending approval by the Board of Finance. Transfer \$390,000 from the Edgewood Road Bridge project account to the Glen Street Bridge project account, pending approval by the Board of Finance. Obligate \$893,000 in the Municipal Projects account to the Glen Street Bridge project, pending approval by the Board of Finance. – Public Works
5. Topic re: Waive the town's bidding procedure for Atlantic Golf and Turf, as they are part of the Early Order Program for Timberlin's chemicals not to exceed \$30,000 as this is in the best interest for the town. – Golf Course
6. Topic re: Approve the transfer of \$14,999 from the Leaf Collector account to the Rotary Mower to purchase a new rotary mower with sourcewell pricing (031121-SCG). – Golf Course
7. Topic re: Approve a tax abatement for La Provence Realty LLC and Weezy LLC for the construction of a 6,706 square foot building addition at 1 New Britain Road and 11 New Britain Road of 50% in year 1, 40% in year 2, 30% in year 3, 20% in year 4 and 10% in year 5 per the town's tax abatement policy. – Economic Development
8. Topic re: Discussion about Town-Owned Properties. - Economic Development
9. Topic re: Waive the bidding requirements for S.B. Church to re-develop water supply Wells #1B and #2A at the Elton Road Wellfield and purchase a new pump for Well #2A in the amount of \$75,000.00, as this is in the best interest of the Town. – Water Control
10. Topic re: Authorize the Town Manager to sign the "Give 250 Connecticut Agreement" on behalf of America 250 | Berlin which is operating under the Town of Berlin. Funds raised will be used during our celebration of America 250 | Berlin and placed in the account established by the Town of Berlin. – Town Clerk

J. TOWN MANAGER'S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS' COMMUNICATION:

M. ACCEPTANCE OF MINUTES: September 16, 2025

N. EXECUTIVE SESSION:

1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Kensington and Worthington Fire Districts also discussion of settlement negotiations with respect to pending litigation (128 Old Brickyard LLC Tax Appeal).
2. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee - Town Manager's evaluation.

O. ADJOURNMENT



TOWN OF BERLIN

Office of the Mayor

TOWN HALL • BERLIN, CT 06037

Mayor

Mark H. Kaczynski

Deputy Mayor

Charles R. Paonessa

FIRST RESPONDERS' DAY PROCLAMATION

WHEREAS: First Responders, both career and volunteer, include law enforcement officers, firefighters, emergency medical technicians, 911 dispatchers, and search and rescue personnel who bravely and selflessly risk their lives every day to protect families, visitors, and businesses; and

WHEREAS: First Responders do not hesitate to risk their own lives in order to save the lives of others, and their commitment to continued training, skill enhancement, and interagency cooperation make them prepared to serve, protect, and rescue other citizens 24 hours per day, 365 days a year; and

WHEREAS: First Responders are a vital part of every community, maintaining safety and order in times of crisis, and volunteering in our schools and community organizations; and

WHEREAS: Acts of kindness and appreciation from citizens provide first responders needed encouragement and support to confront the dangerous and uncertain situations they face every day.

NOW, THEREFORE, BE IT RESOLVED, I, Mark H. Kaczynski, by virtue of the authority vested in me as Mayor of Berlin, Connecticut, do hereby thank and applaud all First Responders for all their selfless acts of honor and bravery.

Dated this 4th day of October 2025

Mark H. Kaczynski, Mayor

Consent
Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 25, 2025

SUBJECT: Berlin Arts & Culture Ad Hoc Committee Sub-Grant Recipients

Summary of Agenda Item:

The Town of Berlin received a Supporting Arts Grant in January of 2025 which the Arts & Culture Committee has been spending on different efforts including the creation of an Arts, Culture and History Walk along Farmington Avenue. In addition, a decision was made this year by the Arts & Culture Ad Hoc Committee to help expand the reach of the funds (\$6,009 from the State of Connecticut and \$6,009 from the Economic Development Commission budget).

With a vote from the members of the Committee approved the following sub-grants for 2025:

1. Berlin High School Spring Musical - \$500.00 to help defray costs which can exceed \$30K,
2. Berlin Senior Center - \$800.00 so that a local artist can do 4 quarterly painting lessons,
3. The Art Studio - \$500.00 – they will be doing a free drop-in art project with pumpkins the afternoon of our annual Halloween Trick or Treat on Farmington Avenue,
4. Berlin High School Band/Chorus - \$500.00 – they now rent A/V equipment and this sub-grant will help to purchase their own A/V equipment,
5. Hungerford Nature Center - \$500.00 – they will be doing three 2 hour sessions on wreath making/designing – one for adults, one for kids and one for families,
6. Berlin High School Jazz Band - \$500.00 – their performances, which take place not just at the school but community-wide includes the “heart” of the rhythm section which is the electronic equipment. The sub-grant will be used to upgrade their old equipment.

Funding:

Funding is available from the Supporting Arts Grant (\$1,750.00) and the Economic Development Budget (\$1,550.00).

Actions

Move to authorize sub-grants to six organizations – Berlin High School Drama/Theatre, Berlin Senior Center, The Art Studio, Berlin High School Band/Chorus, Hungerford Nature Center and the Berlin High School Jazz Band totalling \$3,300.00.

Attachments:

1. None

Prepared By:

Chris Edge, Economic Development Director *CE*

Consent
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 25, 2025

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash				
	118.92	FOL Misc. Acct.	Adult & Child/Teen program supplies	Friends of the Library
	543.49	FOL Credit Card Acct.	Adult program supplies, museum pass renewal, subscription renewal & database renewal	Friends of the Library
	6,875.00	Cancellarini Trust	purchase books and other library materials	Paul and Mary Cancellarini Charitable Trust
	93.38	Unrestricted Donations	for libraries greatest need	various patrons
	7,630.79			

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$7,630.79 and deposit \$118.92 into the Friends of the Library Miscellaneous account for adult and child/teen program supplies, and deposit \$543.49 into the Friends of the Library Credit Card account for the purchase of adult program supplies, a museum pass renewal, subscription renewal and database renewal and deposit \$6,875.00 into the Cancellarini Trust fund for the purchase of books and other library materials and deposit \$93.38 into the Unrestricted Donations account for the libraries greatest need.

Attachments:

n/a

Prepared By:

Carrie Tyszka, Library Director *CT*

Consent
Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 23, 2025

SUBJECT: Request acceptance of a donation of signs at the press box at Scalise Field – Anonymous Donor.

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, September 18, 2025 recommended accepting the donation of the below signs to replace the existing signs at the press box at Scalise Field by an Anonymous Donor. Total value of all signs is \$2,000.

- i. 2 metal Welcome signs, one faces the field, one faces the parking lot, size is 60" X 36"
- ii. Women's Soccer State Champions Sign, size is 40" X 26"
- iii. Football State Champions Sign, size is 40" X 26"

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

FUNDING:

No funding needed.

ACTION NEEDED:

Move to approve accepting a donation of the above signs to replace the existing signs at the press box at Scalise Field by an Anonymous Donor. Total value of all signs is \$2,000.

ATTACHMENTS:

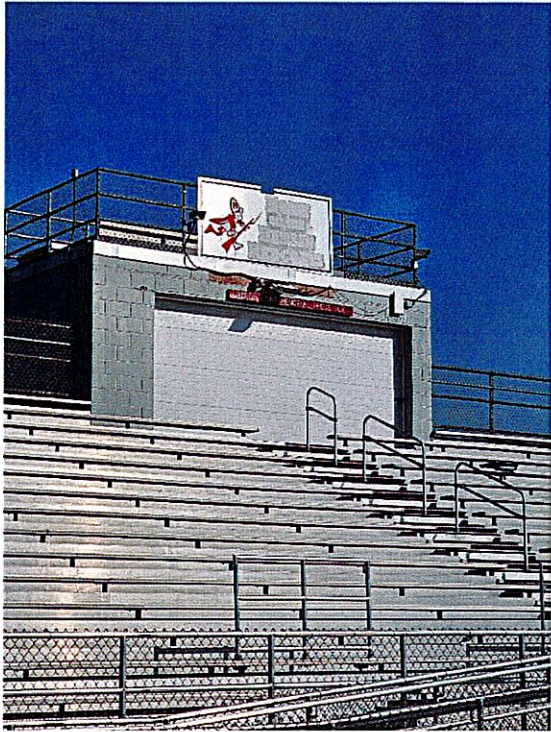
Mock up of Scalise Field Press Box signage

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services



Current Signage





2 Metal Signs, for each side of Press box Dimensions Approximatley 60 x 36



State Championship Signs, Dimensions Approximately 40 x 26 (to go on left side of Welcome sign, facing field on press box)



Dimensions Approximately 40 x 26 (to go on right side of Welcome sign, facing field on press box)

Estimated Cost; \$2000. Anonymous Donation

Consent
Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 23, 2025

SUBJECT: Bench and plaque donation in memory of Dan Cleland – Pistol Creek

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, September 18, 2025 recommended accepting a donation of \$500 towards a 6' Bench as well as a plaque valued at \$360. The bench is to be placed at Pistol Creek in memory of Dan Cleland. The Parks and Grounds Department is in favor of this bench. Dan lost his battle with ALS in 2023 and his family & friends have done a memorial walk at Pistol Creek in his honor each year.

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

FUNDING:

No funding needed.

ACTION NEEDED:

Move to approve accepting a donation of \$500 towards a 6' Bench with a plaque valued at \$360 to be placed at Pistol Creek in memory of Dan Cleland.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services



Consent
Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 23, 2025

SUBJECT: Permission for CCC (Central CT Conference) to charge a fee for CCC Tournament

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, September 18, 2025 recommended permission for CCC (Central CT Conference) to charge a fee of \$10 for adults, \$5 for students/seniors for their soccer tournament to take place at Scalise Field, Sage Park on October 25, 2025 (10AM – 5:30PM) and October 28, 2025(3:30PM – 9PM).

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

FUNDING:

No funding needed

ACTION NEEDED:

Move to approve permission for CCC (Central CT Conference) to charge a fee of \$10 for adults and \$5 for students/seniors for their soccer tournament taking place at Scalise Field on October 25, 2025 (10AM – 5:30PM) and October 28, 2025(3:30PM – 9PM).

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation & Parks Services *JO*

Consent
Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 23, 2025

SUBJECT: CCC (Central CT Conference) Soccer Tournament – Waiver of Field and Light Rental Fees

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, September 18, 2025 recommended waiving field usage and light fees not to exceed an amount of \$1370 for the CCC (Central CT Conference) soccer tournament taking place at Scalise Field, Sage Park on October 25 and October 28, 2025. Berlin High School athletes hosts this event and will have teams in it.

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

FUNDING:

No funding needed


ACTION NEEDED:

Move to approve waiving estimated field and light fees not to exceed an amount of \$1370 for the CCC (Central CT Conference) soccer tournament at Scalise Field, Sage Park on October 25 and October 28, 2025.

ATTACHMENTS:

Fee Waiver Request Form

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation & Parks Services 



TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: CCC Conference	Date: 8/25/25
Contact Name: David Francalanga	
Phone Number:	
Event: CCC Soccer Championships	Date of Event: 10/25 and 10/28
Location of the Event: Sage Park Scalise	
What fee do you want waived: Rental fee -- all schools in the CCC do not pay for a facility fee when hosting Conference games <i>Field and light fees - not to exceed \$1370</i>	
Identify the hardship incurred: Rental fee -- all schools in the CCC do not pay for a facility fee when hosting Conference games	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: Berl9n is apart of conference -- Our Boys team won the Whole tournamnet last year first ever ---great night great evening -- many youth teams went to game great experiecne to grow the sport	

Town Manager review:

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

Yes



No



If so, which criteria:

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

TOWN OF BERLIN Request for Fee Waiver

Name of Non-Profit or Political Organization: _____

Comments:



Signature



Town Manager Signature



Date



Date

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

1. Fee Waiver Policy

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

Consent
7
Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 23, 2025

SUBJECT: Approval to sell luminaries at Sage Park at Berlin High School football games on October 30 and November 7, 2025

Summary of Agenda Item:

The Berlin Parks and Recreation Commission at its meeting on Thursday, September 18, 2025 recommended that the Berlin Lions Club be authorized to sell luminaries at the Berlin High School home football games on October 30 and November 7, 2025 at Sage Park. Berlin High School is in favor of this. All proceeds from these sales will go towards local Veterans in need.

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

Funding:

No funding needed


Action Needed:

Move to approve that the Berlin Lions Club be authorized to sell luminaries at the Berlin High School home football games on October 30 and November 7, 2025 at Sage Park.

Attachments:

None

Prepared By:

Jennifer Ochoa, Director of Community, Recreation and Parks Services 

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

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 23, 2025

SUBJECT: Request acceptance of a donation of a maximum of 10 straw/hay bales from the Matson Family, valued at approximately \$100 to be used for our Scarecrow Contest for the 2025 Scarecrow Festival.

Summary of Agenda Item:

The Berlin Parks and Recreation Commission requests acceptance of a donation of a maximum of 10 straw/hay bales from the Matson Family, valued at approximately \$100 to be used for our Scarecrow Festival. We will have all the scarecrows on display on the lower grass area at the entrance of Arthur B. Powers Municipal complex. People will be able to vote on-line or at the Town Hall, Community Center, Senior Center or Berlin Peck Memorial Library for their favorite.

Funding:

No funding needed

Action Needed:

Move to accept a donation of a maximum of 10 straw/hay bales from the Matson Family, valued at approximately \$100 to be used for the Parks and Recreation Scarecrow Contest for the 2025 Scarecrow Festival.

Attachments:

None

Prepared By:

Jennifer Ochoa, Director of Community, Recreation & Parks Services



Agenda Item No. 9 *Consent*
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley Town Manager *RC*

DATE: September 25, 2025

SUBJECT: Request for Fee Waiver –Berlin Historical Society, Friends of WMH “250th Celebration of the Worthington Meeting House”

Summary of Agenda Item:

The Berlin Historical Society, Friends of Worthington Meeting House is celebrating the 250th anniversary of the Worthington Meeting House on Saturday, October 18, 2025 or rain date. According to the application, both organizations are non-profits, operate mainly through fundraising and donations, and are providing this program free of all costs to the public.

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 617.40 for the 250th Celebration of the Worthington Meeting House Event that will take place on Saturday, October 18, 2025 at 723 Worthington Ridge from 11am -3pm.

Attachments:

Request for Fee Waiver Form ✓

Cost Form ✓

Prepared By:

Lieutenant Michael Jobes, Berlin Police Department

TOWN OF BERLIN

Request for Fee Waiver

Berlin Historical Society Museum.

Name of Non-Profit or Political Organization: and Friends of the Worthington

Meeting House

Comments:

Police fees should be waived for the reasons stated on the Request. This waiver is necessary for police coverage to direct the traffic, and ensure the safety of pedestrians crossing from the parking lot at 742 Worthington Ridge to the town-owned meeting house. Thank you for your consideration.

Lorraine Stub

Signature

Sec't Berlin Historical Society
President Friends of Worthington Meeting House Inc

8-25-25

Date

[Signature]

Town Manager Signature

9/29/25

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: September 23, 2025

Event Name: 2025 250th Celebration of Worthington Meeting House

Requestor/Organization: Berlin Historical Society & Friends of the Worthington Meeting House

Date of Event: October 18, 2025

Number of Officers: 1

Time: 4 Hours Weekend

Contract Rate: Private Duty

Approximate Total: \$ 617.40 (4 hours private duty rate+ town surcharge 25%)

Function of Officer Assigned: Traffic and safety of pedestrian crossing



Lt. Michael Jobes

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

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley Town Manager *RC*

DATE: September 23, 2025

SUBJECT: Request for Fee Waiver – Griswold Parents Club “Holiday Shop and Stroll”

Summary of Agenda Item:

Griswold Parents Club is hosting a Holiday Shop and Stroll on Saturday, November 22, 2025. According to the application, this event was not for profit and is a school fundraising event for Griswold School students. The event featured vendors, face painting, games for children and family pictures.

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 \$1,117.80 for the Holiday Shop and Stroll Event on Saturday, November 22, 2025 at Griswold School from 9am - 2pm.

Attachments:

Request for Fee Waiver Form ✓

Cost Form ✓

Prepared By:

Lieutenant Michael Jobes, Berlin Police Department

MJD



TOWN OF BERLIN Request for Fee Waiver

Requesting Organization:	Date: 9/15/25
Contact Name: Kristin Waszczuk	
Phone Number: 860-655-9917	
Event: Griswold Holiday Shop + Stroll	Date of Event: Nov. 22, 2025
Location of the Event: Griswold Elementary School	
What fee do you want waived: private officer for event Cost = \$ 1117.80 See attached	
Identify the hardship incurred: It is a fundraising event we don't make enough to cover cost.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: Community / family event to fundraise for Griswold students (PTO) parents club	

Town Manager review:

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

Yes



No



If so, which criteria:



Raises funds to supplement Town budgeted services.



Raises funds for programs normally funded by the Town.



Raises funds for Non-Profit groups, which have contributed substantially to the community.



Nationally or State affiliated program which provide programs for local youth.



Raises funds for scholarships of Berlin students.



Raises funds for elderly citizens.

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: Parents club Griswold Elem.
Griswold Holiday shop + stroll

Comments:

Kristal Wasey
Signature

9/23/25
Date

[Signature]
Town Manager Signature

9/29/25
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: September 23, 2025

Event Name: 2025 Griswold Holiday Shop & Stroll

Requestor/Organization: Kristin Waszczuk

Date of Event: November 22, 2025

Number of Officers: 1

Time: Eight Hour Shift Weekend

Contract Rate: Private Duty

Approximate Total: \$ 1,117.80 (8 hours private duty rate+ town surcharge 25%)

Function of Officer Assigned: BOE school usage requirement. Monitor school interior and exterior parking lot.



Lt. Michael Jobes

Consent
Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 26, 2025

SUBJECT: Request for Fee Waiver – Willard PTO Trek -n- Treat

Summary of Agenda Item:

Willard Elementary School PTO is hosting a Trek -n- Treat event on Friday, October 24, 2025. According to the application, paying the police fee would drastically cut into the funds raised and impact their ability to financially support student activities. This event was attended by approximately 350 members of the community in 2024.

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 500.00 for the Trek -n- Treat Event that will take place on Friday, October 24, 2025 at Willard School.

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: WILLARD PTO	Date:
Contact Name: MEGAN PALOTH	9/9/25
Phone Number: 203-583-5948	
Event: TREK-N-TREAT	Date of Event: 10/24/25
Location of the Event: WILLARD ELEMENTARY	
What fee do you want waived: \$499.00 FOR OFFICER	
Identify the hardship incurred: PAYING THIS FEE WOULD DRASTICALLY CUT IN TO THE FUNDS RAISED AT THIS EVENT AND IMPACT OUR ABILITY TO FINANCIALLY SUPPORT STUDENT	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: WILLARD PTO IS A NON-PROFIT THAT RELIES ON FUNDRAISING TO SUPPORT THE STAFF AND AND STUDENTS AT WILLARD BY PROVIDING PROGRAMS AND MATERIALS TO ENRICH STUDENTS EDUCATIONAL, SOCIAL AND EXTRACURRICULAR ACTIVITIES AND	

Town Manager review:

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

Yes



No



If so, which criteria:

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

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: WILLARD PTO

Comments:


Signature

9/25/25
Date


Town Manager Signature

9/29/25
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: September 26, 2025

Event Name: 2025 Willard Trek n Treat

Requestor/Organization: Megan Pelloth/Willard PTO

Date of Event: October 24, 2025

Number of Officers: 1

Time: Four Hour Shift

Contract Rate: Private Duty

Approximate Total: \$ 500.00 (4 hours private duty rate+ town surcharge 25%)

Function of Officer Assigned: BOE school usage requirement. Monitor school interior and exterior parking lot.


Lt. Michael Jobes

Consent
Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 8, 2025

SUBJECT: Elections Systems & Software Maintenance, Support and License Agreement

Summary of Agenda Item:

Agreement between the Town of Berlin and Elections Systems & Software (ES&S) for the Hardware maintenance and Software License, maintenance and support services agreement for the Town's new Election Tabulators.

Funding:

Maintenance and Repairs account # 001.05.0510.0.53245.00000


Action Needed:

Move to authorize the Town Manager to sign the agreement with Elections System Software LLC, for a term of January 1, 2026 through June 30, 2027 for the amount not to exceed \$10,000.00

Attachments:

Agreement. ✓

Prepared By: Joan Veley and Christy Miano: Registrars

 *CM*

**ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
AGREEMENT**

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and the **Town of Berlin, Connecticut** ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance, and support services for such Software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Term"). Upon expiration of the Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period in accordance with paragraphs 4 and 5 of the CT Source Contract. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S

Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III **ANNUAL LICENSE OF SOFTWARE**

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in the **Town of Berlin, Connecticut** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees.** In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The Software License shall be in effect for the coverage period as described in Attachment 1 (the "License Term"). Upon expiration of the License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

ARTICLE IV **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or

workmanship. The specific Software Maintenance and Support Services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following

- (i) the total cost of any third-party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support Services.

ARTICLE V MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or

fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including **Attachment 1** (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and Services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or Services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution by Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

TOWN OF BERLIN, CONNECTICUT
240 Kensington Road
Berlin, CT 06037
Fax No.: N/A

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

PRICING SUMMARY AND PAYMENT TERMS

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$7,957.50
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	\$4,192.50
Total Maintenance Fees for the Term:		\$12,150.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>		
\$4,050.00 due on or before January 1, 2026 for the Coverage Period of January 1, 2026 through June 30, 2026.		
\$8,100.00 due on or before July 1, 2026 for the Coverage Period of July 1, 2026 through June 30, 2027.		

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: **January 1, 2026 through June 30, 2027**

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
10	Model DS300 Scanner	1/1/2026 through 6/30/2026	\$215.00	\$1,075.00 (Pro-Rated)
1	Model DS450 Scanner	1/1/2026 through 6/30/2026	\$3,155.00	\$1,577.50 (Pro-Rated)
Total Maintenance Fees for the Coverage Period January 1, 2026 through June 30, 2026				\$2,652.50
10	Model DS300 Scanner	7/1/2026 through 6/30/2027	\$215.00	\$2,150.00
1	Model DS450 Scanner	7/1/2026 through 6/30/2027	\$3,155.00	\$3,155.00
Total Maintenance Fees for the Coverage Period July 1, 2026 through June 30, 2027				\$5,305.00
Total Hardware Maintenance Fees for the Term				\$7,957.50

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Town of Berlin, Connecticut

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective with new or remanufactured federally and state

certified parts.

- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of equipment.

5. Repair Services.

- Customer receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

License and Maintenance Term: January 1, 2026 through June 30, 2027

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
10	Model DS300 Scanner	1/1/2026 through 6/30/2026	\$100.00	\$500.00 (Pro-Rated)
1	Model DS450 Scanner	1/1/2026 through 6/30/2026	\$1,795.00	\$897.50
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2026 through June 30, 2026				\$1,397.50
10	Model DS300 Scanner	7/1/2026 through 6/30/2027	\$100.00	\$1,000.00
1	Model DS450 Scanner	7/1/2026 through 6/30/2027	\$1,795.00	\$1,795.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2026 through June 30, 2027				\$2,795.00
Total Firmware License, Maintenance and Support Fees for the Term				\$4,192.50

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support Services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support Services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software

application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 30, 2025

SUBJECT: Early Voting Grant

Summary of Agenda Item:

Pursuant to Public Act 25-168, the Secretary of the State is providing grants to each municipality for costs related to early voting. The funds have been allocated based on four criteria (relative weights in parentheses): the number of early votes cast in 2024 (45%), the number of Same-Day Registration votes cast in 2024 (35%), the number of registered voters who did not vote in 2022 and 2024 (15%), and the number of likely eligible but unregistered voters in 2024 (5%). No town will receive less than \$5,000.

Berlin will receive grant funding in the amount of \$12,086.25. The grant money will be allocated to Early Voting Grant Account #100.05.0510.0.53313.00000. The legislature has allocated this as a one-time grant, payable in 2025.

Expenditures include Early Voting Payroll, possible purchase of two addition Laptops and Supplies.

Funding:

Not needed

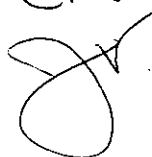
Action Needed:

Move to authorize the Town Manager to sign the grant agreement for early voting funding of \$12,086.25 and when the funds are received allocate the money to the Early Voting Grant Account, subject to approval of the Board of Finance.

Attachments:

Agreement

Prepared By: Joan Veley and Christy Miano, Registrars of Voters

CM




Office of the Secretary of the State
State of Connecticut
165 Capitol Avenue, Suite 1000
P.O. Box 150470, Hartford, CT 06115-0470

Stephanie Thomas
Secretary of the State

Jennifer D. Barahona
Deputy Secretary of the State

September 19, 2025

Town Name Berlin

Address 240 Kensington Road Berlin, CT. 06037

Pursuant to Public Act 25-168, the Connecticut Secretary of the State will provide a grant of at least \$5,000 to each municipality for costs related to implementing and conducting early voting. Additional funds will be allocated to municipalities according to the formula outlined in the attached grant agreement. The Secretary of the State will distribute the grants starting in September 2025, contingent on towns detailing their intended use of the funds and returning this signed agreement. Please note that the legislature allocated this funding as a one-time grant, payable in 2025.

Please email a PDF copy of the signed agreement as soon as possible, but ideally no later than September 30, 2025, to the Office of the Secretary of the State's Management and Support Services (MSS) at mss@ct.gov.

We allocated the funding proportionally based on four criteria (relative weights in parentheses): the number of early votes cast in 2024 (45%), the number of Same-Day Registration votes cast in 2024 (35%), the number of registered voters who did not vote in 2022 and 2024 (15%), and the number of likely eligible but unregistered voters in 2024 (5%). No town will receive less than \$5,000.

Please note:

- Acceptable utilization of funds includes costs directly tied to changes necessary to implement early voting; examples include but are not limited to labor costs, printing costs, location-related expenses, or equipment and supplies.
- Funds are to be fully expended by **December 31, 2025**.
- By **January 31, 2026**, your town must report expenditures to the Office of the Secretary of State. Reports must include backup information, such as a ledger report from your financial system or copies of purchase orders and invoices.
- If funds are not fully utilized before December 31, 2025, contact the Office of the Secretary of the State at mss@ct.gov to request an extension on utilization, including the intended use of remaining funding.
- By accepting funds, the town agrees that it will comply with applicable public auditing requirements, in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes.

Secretary of the State* ☎ 860-509-6200 🌐 sots.ct.gov

Business Services Division ☎ 860-509-6002 ✉ bsd@ct.gov Legislation & Election Administration Division ☎ 860-509-6100 ✉ lead@ct.gov

*The State of Connecticut is an Affirmative Action/Equal Opportunity Employer.



Office of the Secretary of the State

State of Connecticut

165 Capitol Avenue, Suite 1000

P.O. Box 150470, Hartford, CT 06115-0470

Stephanie Thomas

Secretary of the State

Jennifer D. Barahona

Deputy Secretary of the State

-
- By accepting funds, the town agrees that it is compliant with all applicable state and federal non-discrimination laws.
 - Please return as soon as possible, but ideally no later than **September 30, 2025**, via email to mss@ct.gov.

By signing below, I agree to the information above. Please keep a copy for your records.

My town intends to utilize funds for:

Expenditure include Early Voting Payroll, purchase of two additional Laprtops and supplies.

Authorized Town Official's Signature: _____

Authorized Town Official's Title: _____

Date: _____

Secretary of the State* ☎860-509-6200 🌐sots.ct.gov

Business Services Division ☎860-509-6002 ✉bsd@ct.gov Legislation & Election Administration Division ☎860-509-6100 ✉lead@ct.gov

*The State of Connecticut is an Affirmative Action/Equal Opportunity Employer.

Consent
14
Agenda Item No. 14
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: October 1, 2025

SUBJECT: Authorization for the Town Manager to Sign an Extension to a Capitol Region Council of Governments Brownfields Grant for 55 Steele Boulevard

SUMMARY OF AGENDA ITEM:

The Town received a \$200,000 brownfields grant from Capitol Region Council of Governments (CRCOG) to assist in the remediation of 55 Steele Boulevard. The grant period was scheduled to end on September 30, 2025. The Town requested an extension of the grant period to December 31, 2025, and CRCOG agreed to extend the grant period and update the project budget. The Town Manager signed the grant extension. The action required is to ratify the execution by the Town Manager of an extension to the CRCOG brownfields grant for 55 Steele Boulevard.

FUNDING:

No additional funding was required; The Town Council previously approved \$100,000 in matching funds for this grant.

ACTION

Move to ratify the execution by the Town Manager of an extension to the CRCOG brownfields grant for 55 Steele Boulevard.

ATTACHMENTS:

Amendment ✓

PREPARED BY:

Chris Edge, Economic Development Director *CE*

**AMENDMENT
TO EPA BROWNFIELDS REVOLVING LOAN FUND (RLF) SUBGRANT AGREEMENT
BY & BETWEEN
THE CAPITOL REGION COUNCIL OF GOVERNMENTS
AND
THE TOWN OF BERLIN, CONNECTICUT**

This represents an amendment to the existing Subgrant Agreement dated April 12, 2018 by and between the Town of Berlin, a municipal body corporate and politic, having a mailing address of 240 Kensington Road, Berlin, CT 06037 (hereinafter referred to as "Subgrantee") and the Capitol Region Council of Governments ("CRCOG"), a multi-discipline Council of Governments with thirty-eight member communities, with a mailing address of 350 Church St, Floor 3, Hartford, CT 06103, (hereinafter referred to as the "Grantor"). CRCOG is a recipient of a Brownfields Cleanup Revolving Loan Fund (BCRLF) Grant from the United States Environmental Protection Agency under Cooperative Agreement Number BF-96195801 and Cooperative Agreement Number BF-4B00A01465.

PRELIMINARY STATEMENT

CRCOG and the Town of Berlin entered into a Subgrant Agreement effective April 12, 2018, under which CRCOG agreed to provide the Town of Berlin the sum of not more than Two Hundred Thousand (\$200,000) Dollars ("Project Grant Funds") to be used by the Subgrantee for performing the hazardous substances remediation work pursuant to the Agreement. CRCOG and the Town of Berlin have agreed to amend and modify the Agreement to extend the subgrant agreement end date to December 31, 2025 in order to allow for completion of work included under the Agreement and in accord with the terms and conditions of Cooperative Agreement Number BF-4B00A01465.

SUBGRANTEE AGREEMENT AMENDMENT

Specific terms of the Subgrant Agreement are amended as follows:

1. **WHEREAS**, the CRCOG is authorized under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) §104(k)(3)(B)(ii) and the Terms & Conditions of EPA Cooperative Agreement Number BF-96195801 and BF- BF-4B00A01465 to make loans and/or subgrants to eligible entities and non-profit organizations from these funds; and
 - a. In Section 49: The Term of the Agreement shall be from the date of execution by the Capitol Region Council of Governments and the Town of Berlin through and including December 31, 2025.
2. In Section 43: All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

TO THE GRANTOR:

Matt Hart Executive Director
Capitol Region Council of Governments
350 Church St, Floor 3
Hartford, CT 06106

TO THE SUBGRANTEE:

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

3. All other terms, conditions, and provisions of the Subgrantee Agreement, as modified and amended by this Amendment to the Agreement, shall remain un/changed, and the parties hereby ratify and confirm such terms, conditions and provisions. The Town of Berlin hereby warrants and represents that neither it nor CRCOG is in breach or default of the Agreement, as modified and amended by this Amendment to the Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, hereunto duly authorized) as of the day and year first written above.

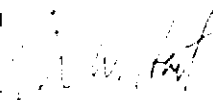
Subgrantee



Ryan Curley, Town Manager
Town of Berlin

Date: 9/30/25

Grantor



Matthew W. Hart, Executive Director
CRCOG

Date: 9/30/25

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 29, 2025

SUBJECT: Discussion about The Connecticut Municipal Development Authority (CMDA)

Summary of Agenda Item:

The Connecticut Municipal Development Authority (CMDA) is a quasi-public state agency that works with towns and cities to increase housing production. Under the leadership of Executive Director David Kooris, they specialize in facilitating the development of vibrant, walkable downtowns near transit hubs, fostering sustainable and equitable communities across the state.

CMDA helps Connecticut's towns and cities develop thriving and sustainable neighborhoods in their downtowns and around their transit stations. Their vision is to build downtowns that bring economic growth through housing choice in modern and walkable neighborhoods that folks want to live in across the state.

This is an opt-in program, and the Town of Berlin is an eligible community to tap into \$60 million of funding through the State of Connecticut. David Kooris will be at the meeting to discuss CMDA and Berlin.

Steps to begin the process of deciding to opt-in are within the attachments.

Funding:

None

Action Needed:

Discussion

Attachments:

Overview of CMDA ✓
Process Steps of working with CMDA ✓

Prepared By:

Chris Edge, Economic Development Director *CE*

We Are CMDA

CMDA is a quasi-public state agency that works with towns and cities to increase housing production. Under the leadership of Executive Director David Kooris, we specialize in facilitating the development of vibrant, walkable downtowns near transit hubs, fostering sustainable and equitable communities across the state.

What We Do

CMDA helps Connecticut's towns and cities develop thriving and sustainable neighborhoods in their downtowns and around their transit stations. Our vision is to build downtowns that bring economic growth through housing choice in modern and walkable neighborhoods that folks want to live in across the state. We meet with leaders of Connecticut municipalities to learn more about the housing needs in their local communities.

When municipalities partner with us, we help them achieve their vision from start to finish, navigating state permitting and approval processes to build housing near transit hubs and providing financial assistance that can make their vision a reality. CMDA's work capitalizes on Connecticut's legacy downtowns and urban centers, which were originally constructed as walkable and transit-oriented neighborhoods.

Where We Are Going

Once development district boundaries and zoning are set, CMDA can help recruit developers and begin taking applications for development or infrastructure financial assistance. CMDA has \$60 million in capital authorization that can be mobilized for project support, including transit-oriented development, housing, vacant building demolition or rehabilitation, and development or redevelopment.

How To Partner With Us

Step 1: Get in Touch

To explore how CMDA can support your municipality's goals, contact us at info@wearecmda.com.

Step 2: Your Town or City Opt-In to "Join" CMDA

Following a public hearing, your local legislative body must pass a resolution to "join" CMDA. Then we can take the next steps in unlocking your downtown or station area's potential.

Step 3: CMDA Certifies Your Station-Area or Downtown Zoning

Zoning remains a local process, and you retain all local control. To establish a development district, CMDA will review your zoning in the areas around your train or bus rapid transit station(s) and/or in your downtown. CMDA will certify if those zones are "likely to substantially increase the production of new dwelling units." These certified zone(s) will make up the municipality's Housing Growth Zone.

Step 4: Your Development District is Established

Your chief elected official will enter into an MOU with CMDA that establishes the parameters of the development district(s) that can be in your downtown(s), within 1/2 mile of your rail or bus rapid transit station(s), and contains your Housing Growth Zones.

Step 5: Projects are Eligible for Funding

Within your established development district(s), the municipality, any property owner, or developer can apply to CMDA for funding for infrastructure or projects including the design and construction of transit-oriented development, creation of housing units through rehabilitation or new construction, demolition or redevelopment of vacant buildings, or development and redevelopment.

Connecticut Municipal Development Authority – Process Steps

Understanding the CMDA Process: CMDA helps municipalities in Connecticut grow and thrive, focusing on achieving vibrant downtowns and mixed-use, walkable neighborhoods around train and bus rapid transit stations

Who can join CMDA? All Connecticut towns and cities, with the exception of Hartford and East Hartford, can join CMDA if they have a train station (existing or planned), bus rapid transit station (existing or planned) or downtown area. Downtown is defined in CMDA's governing statute, 8-169hh.

Phase 1: Getting Started

Initial Contact: Local officials, municipal staff, or property owners or developers approach CMDA for an introductory meeting to better understand how the process works and if it might be a good fit for their community. The best way to reach CMDA is to email info@wearecmda.org

Community Introduction: CMDA may be invited to present to the local legislative body or one of its committees or a municipal commission to explain CMDA's mission and how it can help communities achieve their development goals.

Public Hearing: The local legislative body holds a public hearing where community members can ask questions, have concerns addressed, and learn more about the process.

Official Membership: Once they have heard from community members, the local legislative body votes to join CMDA as a member municipality.

Phase 2: Planning

Throughout the planning and implementation phases, municipalities can request technical assistance from CMDA to better understand development potential, regulatory best practices, the state permitting process, and other areas of inquiry to help craft and achieve their vision for the focus area's future.

Identifying Focus Areas: CMDA meets with local officials to identify specific areas of their town or city near a transit station or in a downtown where they may want CMDA's technical or financial support.

Zoning Review: CMDA reviews the municipality's current zoning regulations in the identified focus areas to determine if existing zoning can be approved as a Housing Growth Zone, which is an area designated for increased housing development in mixed-use and walkable neighborhoods.

Zoning Recommendations (if needed): If current zoning doesn't qualify, CMDA suggests changes.

Local Zoning Decision: The local Zoning Commission reviews and decides whether or not to adopt zoning changes in accordance with CMDA's recommendations (if offered).

Housing Growth Zone Approval: CMDA approves the existing or updated zone(s) as Housing Growth Zones, defining the geography that could be included in a Development District.

Development District Creation: The municipality's Chief Elected Official enters into an agreement with CMDA that establishes the Development District(s).

Phase 3: Project Implementation

Project Applications: Municipalities or developers can now apply for funding for specific projects located within the Development District(s). CMDA can fund transit-oriented development, housing, demolition or rehabilitation of vacant buildings, or development or redevelopment. Private projects must be in compliance with local regulations to be eligible for CMDA support.

Funded Projects: Projects approved by CMDA's board go to the State Bond Commission for final approval. CMDA then finalizes funding agreements with the municipality or developer.

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager *RC*
DATE: September 30, 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

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 [and the Town Manager](#) at least 7 days in advance. The Center's administration, [in conjunction with the Town Manager](#), 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 [\(excluding any organization engaged in political activities or political advocacy\)](#)
 - 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)

4. Prohibited Sponsorships

The following purposes have been deemed inconsistent with the mission stated in paragraph 1 above and will not be allowed to sponsor or co-sponsor events:

- Political parties, [committees or advocacy groups](#) when the event is within ninety (90) days of an election
- Candidates for political office when the event is within ninety (90) days of an election
- Political Campaign organizations
- Politically affiliated groups hosting campaign-related or partisan events
- Events intended for sales pitches or direct solicitation
- Organizations promoting discriminatory, violent, exclusionary, or hateful ideologies
- Any other event which the Center's administration, in its discretion, deems to be inconsistent with the purpose/mission set forth in paragraph 1 above herein.

5. Permitted Political Activity Guidelines

- No political campaigning or solicitation for any candidate or referendum item is allowed on the Senior Center grounds.
- Candidates, elected or appointed officials may attend nonpartisan events in a personal or educational capacity, but may not campaign or distribute materials.
- Local political committees/town committees may use program rooms for meetings or events **after hours**, provided that **equal access** is granted to all parties. For example, if one political committee is allowed to meet in the facility, the same opportunity must be extended to others upon request.
- An elected official can conduct a presentation at the Senior Center as long as they are presenting in an educational and official capacity.

6. Marketing and Materials

- All promotional materials (flyers, signage, handouts) must be pre-approved by Senior Center staff.
- No marketing materials may include endorsements, pricing, or sales pitches.
- Sponsors may be acknowledged (e.g., "This event is supported by XYZ Bank"), but such acknowledgments must be discreet and informational. Materials may not be left at the Center without advance approval. Materials left at the Center without approval will be discarded without notice.

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

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 and the Town Manager at least 7 days in advance. The Center's administration, in conjunction with the Town Manager, 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 (excluding any organization engaged in political activities or political advocacy)
 - 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)

4. Prohibited Sponsorships

The following purposes have been deemed inconsistent with the mission stated in paragraph 1 above and will not be allowed to sponsor or co-sponsor events:

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- Candidates for political office when the event is within ninety (90) days of an election
- Political Campaign organizations
- Politically affiliated groups hosting campaign-related or partisan events
- Events intended for sales pitches or direct solicitation
- Organizations promoting discriminatory, violent, exclusionary, or hateful ideologies
- Any other event which the Center's administration, in its discretion, deems to be inconsistent with the purpose/mission set forth in paragraph 1 above herein.

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- No political campaigning or solicitation for any candidate or referendum item is allowed on the Senior Center grounds.
- Candidates, elected or appointed officials may attend nonpartisan events in a personal or educational capacity, but may not campaign or distribute materials.
- Local political committees/town committees may use program rooms for meetings or events **after hours**, provided that **equal access** is granted to all parties. For example, if one political committee is allowed to meet in the facility, the same opportunity must be extended to others upon request.
- An elected official can conduct a presentation at the Senior Center as long as they are presenting in an educational and official capacity.

6. Marketing and Materials

- All promotional materials (flyers, signage, handouts) must be pre-approved by Senior Center staff.
- No marketing materials may include endorsements, pricing, or sales pitches.
- Sponsors may be acknowledged (e.g., "This event is supported by XYZ Bank"), but such acknowledgments must be discreet and informational. Materials may not be left at the Center without advance approval. Materials left at the Center without approval will be discarded without notice.

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 role 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: September 26, 2025

SUBJECT: Contract Award Revision for the Abatement and Demolition of the
Caretakers Home at no. 292 Deming Road

Summary of Agenda Item:

The caretaker's home at no. 292 Deming Road has been unoccupied for close to two decades and was sighted to be added to the Towns blight list. Due to the current condition of the structure and the potential future use of the property, the demolition of the structure appears to be the most cost-effective solution. The demolition of the structure has been identified in previous budget requests but has been deferred. An environmental survey was conducted and associated remediation and demolition costs have been provided by local and current contractors. Zarella Demolition, LLC of East Berlin, CT previously provided the lowest all-inclusive cost which includes abatement and demolition in the amount of \$38,300 which includes a 20 percent project contingency. After further review and coordination, it was determined that not all required abatement was included in the previously approved proposal by Zarella. After discussions with the contractors, Zarella Demolition was no longer the lowest cost-all-inclusive option. HazPros Inc. of West Hartford, CT has now provided the lowest cost, all-inclusive proposal for abatement and demolition of the structure utilizing State of Connecticut DAS Contract no. 20PSX0154 for abatement, with demolition being performed by their subcontractor Bestech Inc. of Ellington, CT in the amount of \$50,640, which includes a 20 percent contingency.

Funding:

500.25.2541.0.53814.00000

Action Needed:

Move to rescind the previously approved proposal from Zarella Demolition of East Berlin, CT for the abatement and demolition of the caretaker's home at no. 292 Deming Rd. Move to utilize State of CT contract no. 20PSX0154 for HazPros Inc. of West Hartford Connecticut for the required abatement and their demolition subcontractor Bestech Inc. of Ellington, CT for the abatement and demolition of the caretaker's home at no. 292 Deming Rd. in the amount of \$50,640, which includes a 20 percent contingency.

Attachments:

Zarella Demolition Revised Proposal
Haz Pros Proposal and Licenses
Sufficiency of Funds

Prepared By:

Douglas Solek, Director of Facilities



BID PROPOSAL

ZARRELLA DEMOLITION, LLC
392 BERLIN STREET
EAST BERLIN, CT 06023

DATE	ESTIMATE NO.
8/5/2025	765

NAME / ADDRESS
Town of Berlin #11 Town Farm Lane Berlin, CT 06037

PROJECT
292 Deming Road, B...

DESCRIPTION
<p>ZARRELLA DEMOLITION, LLC IS PLEASED TO SUBMIT THE FOLLOWING QUOTE:</p> <p>RE: 292 DEMING ROAD, BERLIN, CT</p> <p>ASBESTOS ABATEMENT:</p> <ul style="list-style-type: none">•Remove/dispose of 1 LF of caulking at the chimney flashing•Remove/dispose of 15 linear feet of roof vent caulking•Remove/dispose of 5,000 SF of sheetrock walls and ceilings <p>Interior abatement work will be conducted under full containment and exterior work will be conducted using exterior removal methods in accordance with CTDPH regulations.</p> <p>Assumptions and Qualifications:</p> <ul style="list-style-type: none">•Pricing includes non-union, non-prevailing wage labor.•Air clearance testing or visual inspections by a 3rd party hygienist are excluded from the scope of this proposal.•Due to the use of tape, spray adhesive, staples, etc. to meet applicable removal regulations, we cannot be held liable for damage to surfaces in the work area.•Pricing assumes power and water are available on-site and sufficient for our work.•Pricing assumes 1st shift working hours (Monday – Friday).•Electrical, mechanical and plumbing make safe will be conducted by others.•Pricing excludes demolition of structural members, piping, etc. to access ACM for removal. <p>FOR THE SUM OF: SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS (\$17,500.00) (+) 6.35% CT SALES TAX IF APPLICABLE (ASSUMED EXEMPT) DUE UPON COMPLETION.</p> <p>Add/Alternate pricing for final air clearance by a 3rd party hygienist - \$1,500.00</p> <p>DEMOLITION:</p> <p>Complete Demolition and proper removal of structure located at 292 Deming Road, Berlin, CT</p> <p>Sewer and Water disconnects at the property line only - included</p> <p>All concrete to be removed and disposed of properly</p> <p>Clean fill to be brought in to match existing grade, topsoil and seeded</p>

Authorized signature required upon approval. Thank you for the opportunity to quote your project.

SIGNATURE

Phone #	Fax #	E-mail	Web Site
203-667-4666	860-747-4258	rene@zarrellademolition.com	www.zarrellademolition.com



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

September 8, 2025

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

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

Dear Mr. Solek

Haz-Pros, Inc. is pleased to provide a price demolition at the above referenced location. Based upon the site visit and our State of CT term contract 20PSX0154, the following service scope and pricing are proposed.

Service Scope: Asbestos Abatement

Remove and dispose of chimney caulk and penetration flashing.
Remove and dispose of sheetrock with asbestos joint compound.
Owner to provide air testing.

Demolition

Obtain permit.
Sewer and water to be cut and capped on property. (not in road)
Demolish and dispose of house, foundation, footing, slab, sidewalk.
Remove and dispose of oil tank.
Backfill and grade level.

Price:	Chimney caulk and flashing-	\$1,200.00
	Interior sheetrock/joint compound	\$18,500.00
	Demolition	<u>\$22,500.00</u>
	Total	\$42,200.00

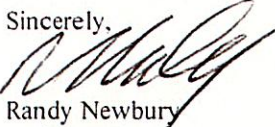
Haz-Pros, Inc. will:

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

Owner will:

Supply access to water and electrical service.
Pay invoice in full within 30 days.

Sincerely,


Randy Newbury
Project Estimator

Dear HAZ-PROS INC.,

Attached you will find your validated license for the coming year. Should you have any questions about your license renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308
(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

Sincerely,



MANISHA JUTHANI, MD, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS LICENSED
BY THIS DEPARTMENT AS A

ASBESTOS CONTRACTOR

HAZ-PROS INC.

LICENSE NO.
000055

CURRENT THROUGH
11/30/25

VALIDATION NO.
03-146871



SIGNATURE



COMMISSIONER

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME

HAZ-PROS INC.

LICENSE NO.

000055

CURRENT THROUGH

11/30/25

PROFESSION

ASBESTOS CONTRACTOR



SIGNATURE

COMMISSIONER

INSTRUCTIONS

1. Attach and sign each of the cards on this form.
2. Display the card in a prominent place in your office or place of business.
3. The card is valid for one year. If you do not wish to renew the card, each card must be signed and dated.
4. The employer's copy is for persons who request demonstration of current licensure. It will remain in the employer's possession. The employee's card is to be presented to the employer and is to be maintained as part of your personnel file. Only one copy of this card can be supplied to you.

WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME

HAZ-PROS INC.

LICENSE NO.

000055

CURRENT THROUGH

11/30/25

PROFESSION

ASBESTOS CONTRACTOR



SIGNATURE

COMMISSIONER



State of Connecticut

Lookup Detail View

Contact Information

Name	Address
BESTECH INC OF CONNECTICUT	25 PINNEY ST ELLINGTON, CT 06029-3812

License Information

Credential	Credential Type	First Issuance Date	Effective Date	Expiration Date	Status	Reason
DMCR.001480	DEMOLITION CONTRACTOR	07/01/2017	07/01/2025	06/30/2026	ACTIVE	LICENSED

Generated on: 9/24/2025 12:21:03 PM



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 28-Sep-25

Contract Award Revision for the Abatement and Demolition of the Caretaker's Home at no.
292 Deming Rd

Requested by: Facilities

QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Abatement and Demolition of the Caretaker's home at no. 292 Deming Rd.	\$50,640.00	\$50,640.00
	Original Proposal from Zarella Demolition and corresponding SOF dated 7/14/2025		
	has been rescinded.		
TOTAL			\$50,640.00

Account No. 500.25.2541.0.53814.00000

Budgeted Amount.....	\$70,000.00	Available balance.....	\$70,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$50,640.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$19,360.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:

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

Diana C. Conway
Finance Director or Assist. Finance Director

Finance Director or Assist. Finance Director

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 29, 2025

SUBJECT: Local Funding Transfers and Obligation for Glen Street Bridge Replacement

SUMMARY OF AGENDA ITEM:

Emergency repairs on the Glen Street Bridge (DOT No. 06955) were completed in the winter of 2021-2022, which stabilized the bridge condition for the short term. In April 2022, Town Council authorized Staff to apply to the Connecticut Department of Transportation's (DOT) Federal Local Bridge Program for a full replacement of this bridge. This federal program provides 80% reimbursement to municipalities for eligible bridge design and construction; the balance (20%) will be reimbursed by the State. DOT confirmed that this bridge meets the criteria for the federal program, and (with its on-call engineering firms) has completed the ultimate design of the bridge replacement at no cost to the Town. (See attached plan that shows the twin box culvert design.) The replacement project is due to be bid in late October 2025, and the Town must demonstrate the ability to fund the project in order to enter into contracts with a contractor and engineering inspection firm. The transfers and obligations noted below are to satisfy the State and Town funding requirements, with the funds ultimately coming back to the Town as reimbursements are received.

The Town Council and Board of Finance previously appropriated funds to the Glen Street Bridge account to make emergency repairs. Those repairs were successful and a little over \$284,000 remains in that account. The money remained in the account to help fund the long-term solution if the Town of Berlin was successful in securing Federal/State funding.

Throughout the 4-Bridge Rehabilitation project (which involved preservation work on bridges on Berlin Street (EB), Heritage Drive, Wildermere Road, and Worthington Ridge), the Town secured reimbursements. Those funds need to be appropriated by the Town Council and Board of Finance to be expended. This motion asks for the funds to be appropriated to the Glen Street Bridge project.

The Town of Berlin is actively working on final engineering and permitting for the Edgewood Road Bridge replacement. That project is not yet at the construction phase, so this motion requests to transfer \$390,000 to the Glen Street Bridge project. As Glen Street reimbursements are received, this money will be returned to the Edgewood Road Bridge project account, the Municipal Project Grant account and remaining funds will be used to initiate funding of the Spruce Brook Bridge account.

The Town of Berlin receives a State grant annually for municipal road and bridge projects. This motion requests to apply \$893,000 of those grant funds to the Glen Street Bridge project.

FUNDING:

4-Bridge project reimbursements:	\$2,184,128.48
Edgewood Road Bridge project:	\$ 390,000.00 (140.20.2037.0.54000.00542)
Glen Street Bridge project:	\$ 284,215.71 (140.20.2037.0.54000.00547)
Municipal Project Grant:	\$ 893,000.00 (140.20.2037.0.54000.00509)
TOTAL	\$3,751,344.19

ACTION NEEDED:

Move to approve a fiscal year 2026 appropriation of \$2,184,128.48 in 4-Bridge project reimbursements to the Glen Street Bridge account, pending approval by the Board of Finance.

Move to transfer \$390,000 from the Edgewood Road Bridge project account to the Glen Street Bridge project account, pending approval by the Board of Finance.

Move to obligate \$893,000 in the Municipal Projects account to the Glen Street Bridge project, pending approval by the Board of Finance.

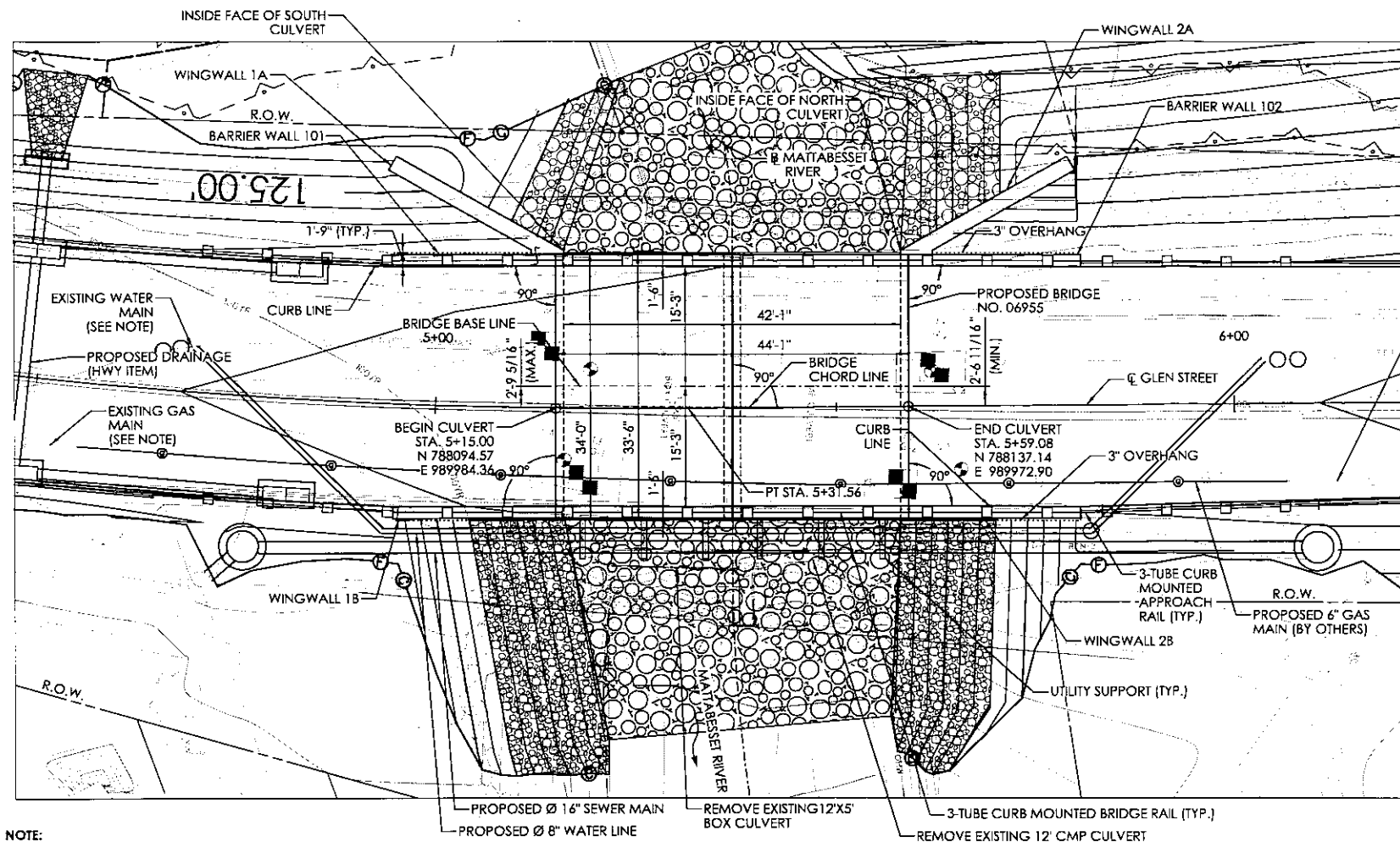
ATTACHMENTS:

Glen St Bridge – General Plan and Elevation ✓

PREPARED BY:

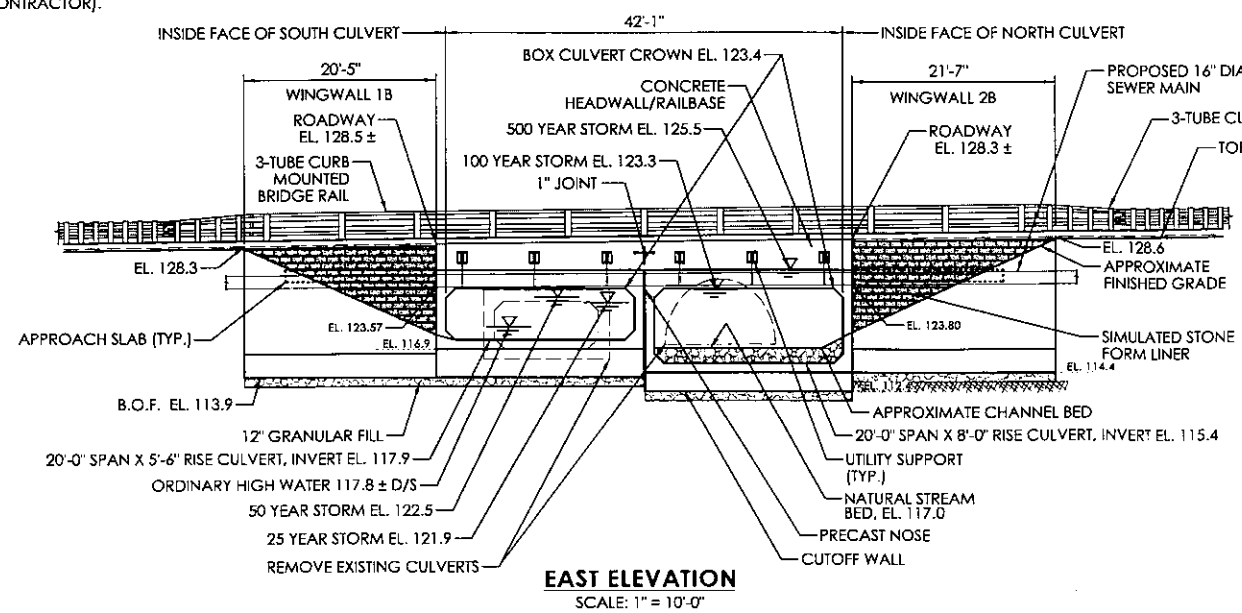
Michael S. Ahern, P.E., Public Works Director

MSA

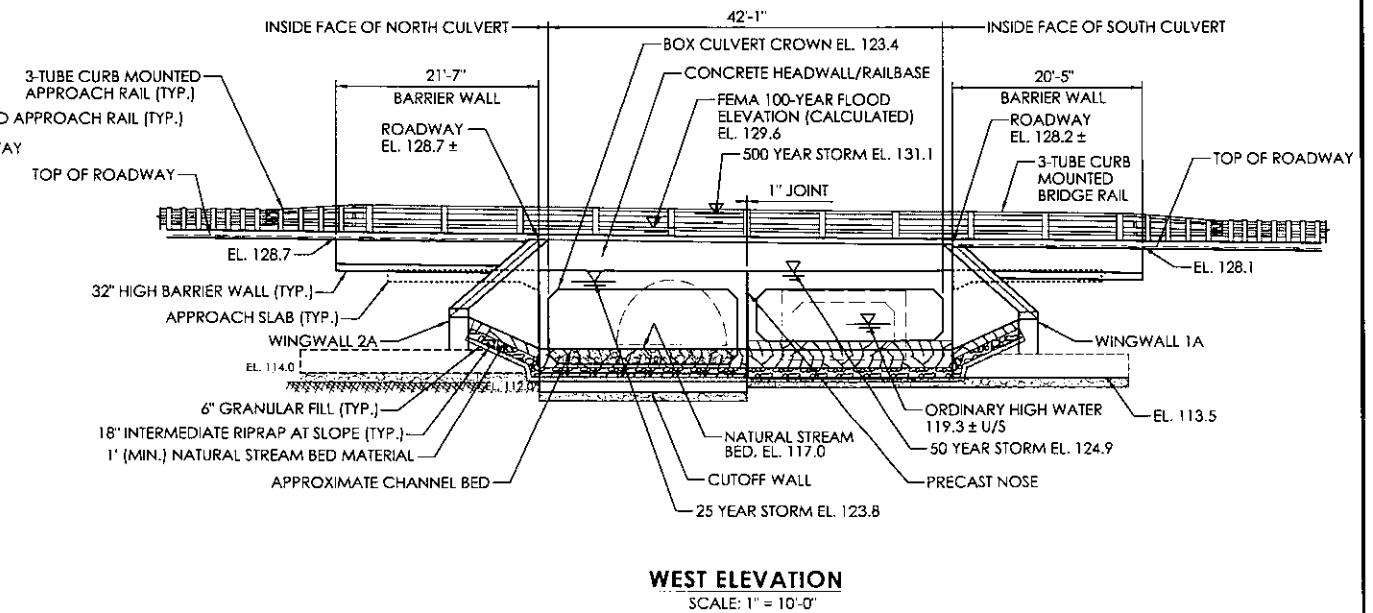


- NOTE:**
1. EXISTING GAS MAIN TO BE TEMPORARILY SHUT OFF, CAPPED (BY OTHERS) & REMOVED (BY CONTRACTOR).
 2. EXISTING WATER MAIN SHALL BE RELOCATED AND SUPPORTED DURING CONSTRUCTION (SEE 3-4).
 3. EXISTING WATER MAIN WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED (BY CONTRACTOR).

GENERAL PLAN
SCALE: 1" = 10'-0"



EAST ELEVATION
SCALE: 1" = 10'-0"



WEST ELEVATION
SCALE: 1" = 10'-0"

REV.	DATE	REVISION DESCRIPTION

SIGNATURE BLOCK:

DESIGNER/DRAFTER: CHECKED BY:

SCALE: 1" = 10'



CONNECTICUT
DEPARTMENT OF
TRANSPORTATION

PROJECT TITLE:

**REPLACEMENT OF BRIDGE NO. 06955; GLEN STREET OVER
THE MATTABESSETT RIVER**

TOWNSHIP:

BERLIN

DRAWING TITLE:

**GENERAL PLAN AND
ELEVATION**

PROJECT NO.:

0007-0266

DRAWING NO.:

S-03

SHEET NO.:

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 29, 2025

SUBJECT: Timberlin Golf Course – Approve Bid Waiver for Atlantic Golf and Turf.

SUMMARY OF AGENDA ITEM:

The Director of Golf, Sol Guerrero, is requesting a bid waiver for Atlantic Golf and Turf. as the golf course has reached the \$25,000.00 threshold. Atlantic Golf and Turf is part of Timberlin's Early Order Program for chemicals. Atlantic provides the golf course Insecticides and Fungicides to keep the golf course healthy.

FUNDING:

Account #001.25.2543.0.53243.00000 – Fertilizer & Chemicals

ACTION NEEDED:

Move to waive the town's bidding procedure for Atlantic Golf and Turf, as they are part of the Early Order Program for Timberlin's chemicals not to exceed \$30,000 as this is in the best interest for the town.

ATTACHMENTS:

None

PREPARED BY:

Sol Guerrero, PGA – Director of Golf

A handwritten signature in blue ink, consisting of the letters 'S' and 'G' intertwined, enclosed within a circular loop.

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager *RC*
DATE: September 29, 2025
SUBJECT: Timberlin Golf Course – Transfer of Funds for Rotary Mower

SUMMARY OF AGENDA ITEM:

Timberlin Golf Club Assistant Director of Golf, Jerry Salvio, found a rotary mower through Sno-White Power Equipment for \$14,999. We currently have \$19,639 in the Leaf Collector account, 500.25.2543.0.54000.00164. \$14,999 will be transferred to the Rotary Mower account, 500.25.2543.0.54000.00124 and reflects sourcewell pricing; 031121-SCG. The rotary mower will help the golf course staff get to places where normal sized mowers can't. Rather than hand mowing by hand and collecting trimmings by hand, the rotary mower can cut and collect in smaller areas.

FUNDING:

Acct # 500.25.2543.0.54000.00164 to 500.25.2543.0.5400.00124

ACTION NEEDED:

Move to approve the transfer of \$14,999 from the Leaf Collector account to the Rotary Mower account to purchase a new rotary mower with sourcewell pricing (031121-SCG).

ATTACHMENTS:

Budget Change Form ✓

PREPARED BY:

Sol Guerrero, PGA – Director of Golf



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: Golf		Fiscal Year: FY26	Date: 9/22/25
To Acct #: 500.25.2543.0.54000.00124	Description: Rotary Mower	Amount: \$14,999.00	Requested by: Sol Guerrero <i>[Signature]</i>
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>			
From Acct #: 500.25.2543.0.54000.00164	Description: Leaf Collector	Amount: \$14,999.00	Approved by: <i>[Signature]</i>

Contingency Balance (If applicable):

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

There was leftover funds from the Leaf Collector purchase from FY25. Timberlin would like to use the remaining funds towards a brand new zero turn Mower. The mower will help the staff get into places where the big machines can't. Sourcewell Pricing #031121-SCG

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 9/24/25
Comments:			

Section 3a: Town Council action:

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

Section 3b: Board of Finance action:

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

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 30, 2025

SUBJECT: Tax Abatement for La Provence Realty LLC and Weezy LLC

Summary of Agenda Item:

La Provence Realty LLC and Weezy LLC applied for a tax abatement for the expansion of the Schaller Honda facility whose parking lot is in Berlin, but with this expansion will now encompass a 6,706 square foot section of the new dealership in Berlin. This will take place at 1 and 11 New Britain Road in Berlin.

This expansion will bring additional jobs and opportunities to residents as well as 4 quick service bays, an employee locker room and offices. The Economic Development Commission approved a tax abatement of five years with the following schedule – 50% in year 1, 40% in year 2, 30% in year 3, 20% in year 4 and 10% in year 5.

The Economic Development Commission recommends that the Town Council approved the tax abatement for La Provence Realty LLC and Weezy LLC.

Actions Needed:

Move to approve a tax abatement for La Provence Realty LLC and Weezy LLC for the construction of a 6,706 square foot building addition at 1 New Britain Road and 11 New Britain Road of 50% in year 1, 40% in year 2, 30% in year 3, 20% in year 4 and 10% in year 5 per the town's tax abatement policy.

Attachments:

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

Prepared By: Christopher Edge, Economic Development Director *CE*

Town of Berlin

Department of Economic Development

Tax Abatement Application

Name of Operating Company: SCHALLER HONDA

Name of Parent Company (If applicable): _____

Name of Entity that will own the real estate: LA PROVENCE REALTY, LLC

WEEZY, LLC

Mailing Address: 1-25 VETERANS DR, NEW BRITAIN, CT 06051

Project Address (If applicable): 0 NEW BRITAIN RD, BERLIN

Company Number: _____

Phone Number: 860-223-2230 Email: art@schallerauto.com

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

SCHALLER HONDA - AUTO SALES AND SERVICE

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

6706 SQUARE FEET ADDED ON BERLIN SIDE OF BUILDING.
INCLUDING SERVICE DRIVE, OFFICE SPACE, QUICK SERVICE STALLS,
LOCKER ROOM AND BATHROOMS. EQUIPMENT TO INCLUDE AUTO LIFTS,
TIRE MACHINE, WHEEL BALANCER, OIL/FWID EQUIPMENT, FURNITURE FOR
OFFICES, ETC.

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

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

Town of Berlin

Department of Economic Development

Estimated Value of Real Estate Improvements: \$ 2,500,000

Estimated Value of Additional Personal Property: \$ 200,000

Number of Jobs to be Retained in Berlin: 6-10

Number of Jobs to be Created: 4

Additional Details (If needed):

WE ARE ADDING A NEW SERVICE DRIVE, SOME OFFICE SPACE,
BATHROOMS AND 4 QUICK SERVICE BAYS TO OUR FACILITY.
THESE ADDITIONS ARE ALL IN BERLIN.

9-15-2025
Date


Signature of Company Representative

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

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

PRO FORMA - LA PROVENCE REALTY LLC AND WEEZY LLC

<u>Year</u>	<u>Estimated Assessment Increase *</u>	<u>Mill Rate</u>	<u>Real Estate Taxes</u>	<u>Personal Property</u>	<u>Total Taxes</u>	<u>Tax Abatement</u>	<u>Net Taxes</u>
1	850,000	30.65	\$ 26,053	\$ 20,000	\$ 46,053	\$13,026	\$ 33,026
2	850,000	30.96	\$ 26,313	\$ 20,000	\$ 46,313	\$13,157	\$ 33,157
3	850,000	31.27	\$ 26,576	\$ 20,000	\$ 46,576	\$10,630	\$ 35,946
4	850,000	31.58	\$ 26,842	\$ 20,000	\$ 46,842	\$10,737	\$ 36,105
5	850,000	31.89	\$ 27,110	\$ 20,000	\$ 47,110	\$8,133	\$ 38,977
6	850,000	32.21	\$ 27,381	\$ 20,000	\$ 47,381	\$5,476	\$ 41,905
7	850,000	32.54	\$ 27,655	\$ 20,000	\$ 47,655	\$2,766	\$ 44,890
8	850,000	32.86	\$ 27,932	\$ 20,000	\$ 47,932		\$ 47,932
9	850,000	33.19	\$ 28,211	\$ 20,000	\$ 48,211		\$ 48,211
10	850,000	33.52	\$ 28,493	\$ 20,000	\$ 48,493		\$ 48,493
11	850,000	33.86	\$ 28,778	\$ 20,000	\$ 48,778		\$ 48,778
12	850,000	34.20	\$ 29,066	\$ 20,000	\$ 49,066		\$ 49,066
13	850,000	34.54	\$ 29,357	\$ 20,000	\$ 49,357		\$ 49,357
14	850,000	34.88	\$ 29,650	\$ 20,000	\$ 49,650		\$ 49,650
15	850,000	35.23	\$ 29,947	\$ 20,000	\$ 49,947		\$ 49,947
16	850,000	35.58	\$ 30,246	\$ 20,000	\$ 50,246		\$ 50,246
17	850,000	35.94	\$ 30,549	\$ 20,000	\$ 50,549		\$ 50,549
18	850,000	36.30	\$ 30,854	\$ 20,000	\$ 50,854		\$ 50,854
19	850,000	36.66	\$ 31,163	\$ 20,000	\$ 51,163		\$ 51,163
20	850,000	37.03	\$ 31,474	\$ 20,000	\$ 51,474		\$ 51,474
	Total		\$ 573,650	\$ 400,000	\$ 973,650	\$ 63,925	\$ 909,725

* Estimated increase in assessment due to the construction of the 6,706 square foot addition.

September 30, 2025

Dear Berlin Property Owner,

The Town of Berlin Economic Development Commission has received an application pursuant to its Tax Partnership Program. This involves a phase in of increases in real property taxes resulting from the construction of a 6,706 square foot expansion of the existing Schaller Honda dealership at 1 and 11 New Britain Road in Berlin. The applicant, La Provence Realty LLC and Weezy LLC has requested a 5-year tax abatement on the increase in assessment. This abatement will allow the owner of the property to expand their dealership into Berlin with a portion of the dealership.

This tax abatement will not increase your taxes, but will give La Provence Realty LLC and Weezy LLC a small tax abatement over the 5 years following the approval.

This matter is scheduled to be considered at an upcoming Town Council meeting **at Town Hall, 240 Kensington Road at 7:00 PM.** details for the meeting can be found on the town's website at www.berlinct.gov. I am providing you this notice because you are the owner of record of a nearby property. The Town Council has requested that all property owners within 500 feet of the subject property be notified that this application will be considered at the meeting on October 7th, 2025.

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

Sincerely,

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

Christopher D. Edge
Economic Development Director

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 29, 2025

SUBJECT: Discussion about Town-Owned Properties

Summary of Agenda Item:

Over the past few decades, the Town of Berlin has acquired a number of properties through various means from purchasing them, donations as open space, as part of a residential subdivision and more. This has put the Town of Berlin in a very interesting position as it now owns and controls about 240 total parcels. These are as diverse as a small piece of land which is all wetlands up to Timberlin Golf Course and our school campuses.

A developer from Bristol, NVISION, reached out to the Office of Economic Development expressing an interest in a few town-owned properties which is spurring the discussion with this body. They have successfully purchased and developed town-owned parcels from the City of Bristol and other communities and would like to pursue doing something similar in Berlin.

The most recent list put together by Jim Mahoney includes the 240 properties, of which most are used for municipal purposes. A look at the list gives an idea that there may be some properties which have economic value which the Town may or may not wish to own in the long-term.

Funding:

None

Action Needed:

Discussion

Attachments:

A chart showing a handful of properties owned by the Town of Berlin and the potential unrealized income from those properties. ✓

Prepared By:

Chris Edge, Economic Development Director *CE*



ENVISION REAL ESTATE SOLUTIONS LLC

TAX REVENUE COMPARISON

Table 1

Estimation of Tax Revenue uncollected by the Town of Berlin on Property owned by the municipality since taking ownership

Property Location	Acreage	Year Acquired	Years Owned	Assessed Value	Annual Taxes**	Total Unrealized Revenue
Lot 15-3-71D-11D Norton Road	3.03	2005	20	\$ 23,200.00	\$ 700.87	\$ 14,017.44
Town Hall Silver Kensington Road	0.57	2015	10	\$ 5,012.00	\$ 151.41	\$ 1,514.13
13-4-13-243 Brooke Meadow Road	2.52	2015	10	\$ 99,900.00	\$ 3,017.98	\$ 30,179.79
22-2-142-44 Canterbury Road	8.7	1971	54	\$ 252,400.00	\$ 7,625.00	\$ 411,750.22
19-2-71-358 Chamberlain Highway	0.78	2006	19	\$ 71,800.00	\$ 2,169.08	\$ 41,212.48
1567 Berlin Turnpike *	4.17	2004	21	\$ 236,400.00	\$ 7,141.64	\$ 149,974.52
Sum of Unrealized Tax Revenue on Vacant Land						\$ 648,648.58

Table 2

Estimation of projected Tax Revenue of Developed Property

Property Location	# of Units	Total SF	Land Value	Building Value	Annual Taxes**	Projected 10 year Revenue
Lot 15-3-71D-11D Norton Road	1	2,200	\$ 23,200.00	\$ 200,000.00	\$ 6,742.87	\$ 67,428.72
Town Hall Silver Kensington Road	1	2,200	\$ 5,012.00	\$ 200,000.00	\$ 6,193.41	\$ 61,934.13
13-4-13-243 Brooke Meadow Road	1	2,200	\$ 99,900.00	\$ 200,000.00	\$ 9,059.98	\$ 90,599.79
22-2-142-44 Canterbury Road	6	13,200	\$ 252,400.00	\$ 1,200,000.00	\$ 43,877.00	\$ 438,770.04
19-2-71-358 Chamberlain Highway	1	2,200	\$ 71,800.00	\$ 200,000.00	\$ 8,211.08	\$ 82,110.78
1567 Berlin Turnpike*	Commercial	10,000	\$ 236,400.00	\$ 2,000,000.00	\$ 67,561.64	\$ 675,616.44
Sum of Unrealized Tax Revenue on Vacant Land						\$ 1,416,459.90

* Commercial Property

** Assumes current mill rate

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 29, 2025

SUBJECT: Waive Bidding Requirements for S.B. Church for Re-development of the Two Active Wells at the Elton Road Wellfield

SUMMARY:

The Elton Road Wellfield currently has two (2) active wells operating (Well #1B and Well #2A). As a maintenance procedure to maintain the quality and supply, gravel-packed wells need to be re-developed. S.B. Church, a division of Weston & Sampson CMR, Inc., drilled and installed the original Elton Road Wells. The two existing wells need to be re-developed, primarily to improve their pumping capacity. This wellfield is rated/permitted for a maximum production rate of one million gallons per day. Berlin Water Control operates at approximately 0.62 million gallons per day so as not to stress the aquifers. Because the re-development is a specialized process, there are few companies in New England that are capable of performing this service. Therefore, Berlin Water Control is requesting a bid waiver to utilize S.B. Church for this project.

FUNDING:

Funding from the Elton Road Well Account (843.50.5088.0.58069.00000) \$ 75,000.00

ACTION NEEDED:

Move to waive the bidding requirements for S.B. Church to re-develop water supply Wells #1B and #2A at the Elton Road Wellfield, and purchase a new pump for Well #2A in the amount of \$75,000.00, as this is in the best interest of the Town.

ATTACHMENT:

- 1) Proposal from S.B. Church ✓
- 2) Sufficiency of Funds ✓

PREPARED BY:

Ray Jarema, P.E., Water Control Commission



Tuesday, September 23, 2025

Berlin Water Control Commission
240 Kensington Road
Berlin, CT 06037

SB CHURCH

49 Great Hill Rd, Oxford, CT 06478

tell: 203-888-2132

www.westonandsampson.com
Weston & Sampson

Re: Proposal to Redevelop Berlin Well 1B

Attn: Mr. Ray Jarema,

As requested, SB Church (SBC) hereby submits the following proposal to Town of Berlin to redevelop Well 1B. Our scope of services and fee is as follows:

Scope of Services

- Mobilize men & equipment to/from Berlin, CT.
- Pull, disassemble, clean and inspect existing pumping equipment.
 - Upon completion of the inspection a Pump Inspection Report detailing the condition of the equipment will be prepared and submitted for review.
 - No repairs will be made without prior written authorization from owner.
- Set, maintain and later remove developing tools including double agitator surge block and airlift.
- Redevelop well by a combination of chemical treatments and mechanical surging & pumping.
 - All chemical solutions will be neutralized in a temporary holding tank.
 - The water shall be discharged to waste from our settling tank.
- Disinfect well by the addition of a minimum 50ppm chlorine solution.
- Reassemble, install and test reconditioned pumping equipment.
- Prepare and deliver a detailed Report summarizing the on-site activities, data collected and any equipment modifications.

Service Exclusion

- Chlorinate, sample and test water quality before pumping the well water into the system
- Make well site accessible for service trucks and equipment (i.e. plowing & clearing of vegetation & stable roadway)
- Disconnect/Install SCADA sensors (if applicable)

Optional Services

- Conduct post-cleaning video inspection of well.

Fee

<u>DESCRIPTION</u>	<u>ESTIMATE</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
Mobilization of Men & Equipment	1	/lump sum	\$1,800.00	\$1,800.00
Equipment & Crew	7	/day	\$3,350.00	\$23,450.00
<i>Redevelopment Chemicals</i>				
Muriatic Acid	120	/gallon	\$16.00	\$1,920.00
Sodium Hypochlorite	11	/gallon	\$14.00	\$154.00
NW 220	3	/gallon	\$105.00	\$315.00
Neutralization Chemicals	1	/lump sum	\$500.00	\$500.00

Cost : **\$28,139.00**

Optional Services

Conduct post-cleaning video	1	/lump sum	\$1,000.00	<u>Yes / No</u>
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Terms

- Due to the use of heavy equipment and hazardous chemicals, the SBC field crew will consist of two (2) men for all on-site activities.
- No additional out-of-scope work will be completed without prior written approval from the Owner.
- As you may be aware, the federal government has enacted tariffs on products and materials sourced from foreign countries. Weston & Sampson CMR, Inc., is committed to minimizing costs to our clients. We will make every attempt to source products that are not affected by these tariffs. However, there may be instances where we cannot. In such cases, we will need pass these costs on to the end user. Since these tariffs may be implemented at any time, we cannot guarantee the prices on our proposals. If equipment pricing rises due to tariffs after execution of this proposal, these increases will be added on to the proposal. We will notify you of these increases should they occur. Thank you for your understanding.
- Pricing excludes payment of prevailing wage rates and taxes. Payment terms are net 30-days.
- Field work will be scheduled only upon return of a signed copy of both this proposal and the attached Terms & Conditions.
- If this work is tax exempt, please provide a Tax Exempt Certificate along with the signed proposal for our records.
- SB Church is an operating division of Weston & Sampson CMR, Inc. 55 Walkers Brook Drive, Suite 100, Reading, MA 01867.

We trust that you will find this quote complete, however, if you have any questions or require additional information please contact Bob Mitchell at 203-206-1208 or via email at Mitchell.Robert@wseinc.com.

SB Church/Weston & Sampson CMR, Inc.

Scope, Pricing and Terms & Conditions Accepted by:

(for the Town of Berlin)

Bob Mitchell
General Manager

Date: _____ P.O. #: _____

Total Amount Approved: \$ _____

WESTON & SAMPSON CMR, INC. GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal dated **September 25, 2025** is valid for a period of thirty (30) days. Upon the expiration of that period of time or the delay or suspension of the services of sixty (60) or more days, WESTON & SAMPSON CMR, INC. (the CONTRACTOR) reserves the right to review and adjust the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to CONTRACTOR are understood to refer to WESTON & SAMPSON CMR, INC.

2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If OWNER fails to make any payment due to CONTRACTOR for services and expenses within thirty (30) days after receipt of CONTRACTOR'S statement therefor, the amounts due CONTRACTOR will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONTRACTOR may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement. Unless CONTRACTOR receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, CONTRACTOR shall have no responsibility to OWNER for delay or damage caused OWNER because of such suspension of services.

3. CONTRACTOR will serve as the representative of OWNER as defined by the Proposal or under any Agreement and will provide services to OWNER in accordance with generally accepted construction and/or operation and maintenance service practice. Therefore, recommendations and opinions by CONTRACTOR are made on the basis of CONTRACTOR'S experience, qualifications and judgment. The CONTRACTOR's professional services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by professionals practicing in the same field, performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The CONTRACTOR makes no other representations, or warranties, whether expressed or implied, with respect to the operation and maintenance services rendered hereunder. CONTRACTOR makes no warranty or guarantee, express or implied, regarding the operation and maintenance services or work to be provided under the Proposal or any related Agreement.

4. CONTRACTOR and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the site(s). Accordingly, OWNER agrees to assert no claims against CONTRACTOR, its agents, servants, officers, directors, employees and subconsultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of CONTRACTOR or its subconsultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site(s) identified in the Proposal. OWNER shall defend, indemnify and hold harmless CONTRACTOR, its agents, servants, employees, directors, officers and subconsultants and each of them, harmless from and against any and all costs, liability, claims, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity.

5. CONTRACTOR agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance and Engineer's Professional Liability Insurance (when the scope of Weston & Sampson's services includes design) and will, upon request, furnish insurance certificates to OWNER. CONTRACTOR agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to CONTRACTOR) provided OWNER reimburses the premiums for additional insurance.

6. As a part of this Agreement, OWNER agrees to do the following:

a. Designate in writing a person to act on OWNER's behalf with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

b. Through its officials and other employees who have knowledge of pertinent conditions, confer with CONTRACTOR regarding both general and special considerations relating to the Project.

c. Assist CONTRACTOR by placing at the disposal of CONTRACTOR, all available information pertinent to the Project including previous reports and other data relative to design, construction, operation and maintenance of Project.

d. Furnish or cause to be furnished to CONTRACTOR all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site(s). In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on site conditions required by CONTRACTOR for proper performance of its services.

e. The CONTRACTOR shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS AND CONTRACTORS and information from public records, without the need for independent verification. CONTRACTOR assumes no responsibility or liability for the accuracy or completeness of such information. OWNER-provided documents will remain the property of the OWNER.

f. Pay for all sales taxes for professional services and all costs associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

g. Arrange for and make all provisions for CONTRACTOR and its agents to enter upon public and private lands as required for CONTRACTOR to perform its work under this Agreement

h. Furnish CONTRACTOR with all necessary topographic, property boundary and right-of-way maps.

i. Cooperate with and assist CONTRACTOR in all additional work that is mutually agreed upon.

j. Pay CONTRACTOR for work performed in accordance with terms specified herein.

7. To the fullest extent permitted by law, the total liability in the aggregate, of CONTRACTOR and their officers, directors, employees, agents, and independent professional associates, and any of them, to Owner and any one claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to CONTRACTOR'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of CONTRACTOR or CONTRACTOR's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by CONTRACTOR under this agreement.

8. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the CONTRACTOR'S services are substantially completed.

9. The obligation to provide further services under this Agreement may be terminated by either party upon thirty day's written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, CONTRACTOR shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, CONTRACTOR's compensation shall be equitably adjusted. If services are not resumed after three (3) months the CONTRACTOR shall have the option of terminating this Agreement by not less than seven (7) days written notice.

10. The OWNER and CONTRACTOR waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and CONTRACTOR shall each require similar waivers from their contractors, consultants and agents.

11. All drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the proprietary information of CONTRACTOR, and shall remain the sole and exclusive property of CONTRACTOR whether the project for which they are made is executed or not. The Client shall not have or acquire any title to or ownership rights in any of the documents or information prepared by CONTRACTOR. Provided that OWNER is current its payments to CONTRACTOR, OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on any other Projects. Any reuse without written verification or adaptation by CONTRACTOR for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONTRACTOR or to CONTRACTOR subconsultants, and OWNER shall defend, indemnify and hold harmless CONTRACTOR and CONTRACTOR subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONTRACTOR to further compensation at rates to be agreed upon by OWNER and CONTRACTOR.

12. To the extent they are inconsistent or contradictory, express terms of the Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services or work performed under the Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under the Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition or notice or authorization and specifically accepted in writing by CONTRACTOR. CONTRACTOR's acknowledgement of receipt of any purchase order requisition, notice or authorization or CONTRACTOR's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

13. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between CONTRACTOR and the OWNER arising out of the interpretation and performance of this Agreement.

14. CONTRACTOR and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

15. CONTRACTOR shall not be required to sign any documents, no matter by whom requested, that would result in CONTRACTOR having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

16. 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 CONTRACTOR. CONTRACTOR's services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against CONTRACTOR because of this Agreement or CONTRACTOR's performance of services hereunder.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform or re-execute this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. MA. Data Security Regulations 2010 - The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

19. If delays or failures of performance of the CONTRACTOR are caused by occurrences beyond the reasonable control of the CONTRACTOR, the CONTRACTOR shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by the CONTRACTOR, or any other causes which are beyond the reasonable control of the CONTRACTOR. CONTRACTOR's scheduled completion date shall be adjusted to account for any force majeure delay and CONTRACTOR shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Document3

Accepted By:

Signed

Printed Name and Title

Date

TOWN OF BERLIN
CERTIFICATION OF SUFFICIENCY OF FUNDS

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: September 30, 2025

SUBJECT: Give 250 Connecticut Agreement

Summary of Agenda Item:

Municipalities and non-profit organizations are encouraged by the Connecticut Semiquincentennial Commission established by Governor Lamont under Executive Order N. 22-2 to raise funds for their use in celebrating America 250. The fundraiser will be administered by the Connecticut Humanities Council, Inc (CTH).

The Fundraiser will be held October 27, 2025 through October 31, 2025. People are encouraged to donate through the Give 250 Connecticut platform and earmark the municipal and/or non-profit organization they wish to support. There is a 10% administrative fee given to CTH. Also, the town has the ability to earn different prizes. The Grand Prize, Runner-Up Prize, Tier 1 Prize or Tier 2 Prize will be awarded in full.

Funding:

None needed

Action Needed:

Move to authorize the Town Manager to sign the "Give 250 Connecticut Agreement" on behalf of America 250 | Berlin which is operating under the Town of Berlin. Funds raised will be used during our celebration of America 250 | Berlin and placed in the account established by the Town of Berlin.

Attachments:

Agreement ✓

Prepared By: Kate Wall, Town Clerk *KW*

CONNECTICUT HUMANITIES COUNCIL, INCORPORATED
Give 250 Connecticut Agreement

This Give 250 Connecticut Agreement (the “**Agreement**”) dated as of _____ [Date] (the “Effective Date”), is by and among **Connecticut Humanities Council, Inc.**, with its address at 100 Riverview Center Suite 270, Middletown, Connecticut 06457-3489, (“**CTH**”), _____ [Municipality or Non-Profit Organization], with its address at _____ [Street, City, State, Zip Code], (the “**Municipality/Non-Profit**”), and, if applicable, non-profit designee of Municipality _____ [Organization], (“**Designee**”), with its address at _____ [Street, City, State, Zip Code].

RECITALS

WHEREAS, Connecticut has embarked on a multi-year commemoration, celebration, and reflection on the 250th Anniversary of the American War for Independence;

WHEREAS, Governor Ned Lamont established the Connecticut Semiquincentennial Commission (the “**Commission**”) under Executive Order N. 22-2 to promote the documentation, identification, and preservation of cultural and historic resources, including archives, buildings, landscapes, objects, and sites related to the semiquincentennial period;

WHEREAS, pursuant to the Bylaws of the Commission, CTH shall serve as the administrative agent for the Commission and act as the non-profit fiduciary on behalf of Commission activities; and

WHEREAS, municipalities & non-profits are encouraged to raise funds for use in their commemorative celebrations in furtherance of the mission of the Commission through a fundraiser administered by CTH called “Give 250 Connecticut” (the “**Fundraiser**” or “**Give 250 Connecticut**”).

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and conditions set forth in this Agreement, the parties hereto, intending to be legally bound hereby agree as follows:

1. **Fundraiser**

1.1. Duration of the Fundraiser. The Fundraiser will commence on [October 27, 2025 and terminate on October 31, 2025] (the “**Fundraising Term**”).

1.2. Permission to Solicit on Behalf of Municipality/Non-Profit. Municipality/Non-Profit has authorized CTH to solicit charitable contributions on its behalf in compliance with the Connecticut Solicitation of Charitable Funds Act (Conn. Gen. Stat. Sec. 21a-190a, et. seq.)

1.3. Transfer of Donations. Any funds gifted to CTH through the Give 250 Connecticut platform and earmarked for the Municipality/Non-Profit will be tallied and transferred to the Municipality/Non-Profit or its designated agent, less ten percent (10%) for administrative fees. Additionally, any Grand Prize, Runner-Up Prize, Tier 1 Prize or Tier 2 Prize (the “Prizes”) earned by the Municipality/Non-Profit will be awarded to the Municipality/Non-Profit in full. The total gift amount of 90% of raised funds plus earned Prizes shall be referred to as the “Award.” Unless otherwise agreed, one hundred per cent (100%) of the Award shall be disbursed within ten (10) business days of the conclusion of the Fundraiser. Notwithstanding the foregoing, CTH shall pay any and all outstanding funds on or before June 30, 2026.

1.3 Terms of Service. The Municipality/Non-Profit and Designee (if applicable) agree to the Terms of Service of [CTH and GiveGab.com].

2. Restrictions on Expenditure of Award Funds

2.1 The Municipality/Non-Profit and Designee (if applicable) agree that all Award funds shall be directed towards initiatives related to the commemoration of the 250th anniversary of the Declaration of Independence in accordance with the descriptions set forth in Section 8A of the Commission’s Bylaws, as may be amended. All Award funds shall be obligated by the conclusion of its commemorative programming or December 31, 2026, whichever comes first.

2.2 The Municipality/Non-Profit and Designee (if applicable) will not expend any Award funds to carry on propaganda or otherwise attempt to influence legislation and will not attempt to influence the outcome of any public election or carry on directly or indirectly, any voter registration drive.

2.3 The Municipality/Non-Profit and Designee (if applicable) will comply with Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, and with applicable Federal Law, embargoes and trade sanctions regulating international trade.

2.4 CTH reserves the right to discontinue, modify or withhold any payments to be made hereunder or to require a total or partial refund of Award funds if, in its sole discretion, it determines: Municipality/Non-Profit or Designee has failed (i) to fully comply with the terms and conditions of this Agreement; (ii) to carry out the purposes and objectives of the Award; or (iii) to comply with any law or regulation applicable to the Municipality/Non-Profit or Designee, CTH or the Award.

3. Obligations of the Municipality/Non-Profit

3.1 Designee of Municipality. The Municipality may designate a non-profit organization tasked with administration of the Municipality’s 250th commemoration to receive the Award. An Award may only be paid to a Designee if such Designee has agreed to and accepted the terms of this Agreement.

3.2 Appointment of Contact Person. The Municipality/Non-Profit and Designee (if applicable) shall appoint a person responsible for monitoring use of the Award by providing such person's name, phone number, email address and any other information as may be requested by CTH. The Municipality/Non-Profit or Designee must promptly notify CTH if such individual has been removed or replaced and provide information for such individual's replacement.

3.3 Publicity. While CTH will publicize the Fundraiser broadly around the state of Connecticut, any publicity specific to the Municipality/Non-Profit must be conducted by the Municipality/Non-Profit itself or its designee(s), not limited to the Designee.

3.4 Audit Requirements. For purposes of this Section 3.4, CTH shall be referred to as "Grantee" and the Municipality/Non-Profit and Designee (if applicable) shall be referred to as "Grantee Parties." The Grantee must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.

(a) For purposes of this Agreement, "Perform" shall mean all acts and things of the Grantee and Grantee Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb "to Perform" includes all parts of speech. Further, for purposes of this Agreement, "Records" means all working papers and such other information and materials as may have been accumulated by the Grantee in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

(b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Grantee's and Grantee Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(c) The Grantee shall maintain, and shall require each of the Grantee Parties to maintain, accurate and complete Records. The Grantee shall make all of its and the Grantee Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(d) The State shall make all requests for any audit or inspection in writing and shall provide the Grantee with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(e) The Grantee shall keep and preserve or cause to be kept and preserved all of its and Grantee Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be

modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Grantee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Grantee shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Grantee shall cooperate with an exit conference.

(g) The Grantee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Grantee Party.

(h) **Audit Requirements for Recipients of State Financial Assistance.** For purposes of this paragraph, the word “contractor” shall be deemed to mean “nonstate entity,” as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

4. Representations and Warranties of the Municipality/Non-Profit and Designee

4.1 The Municipality/Non-Profit and Designee (if applicable) warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder and that the person signing this Agreement on behalf of the Municipality/Non-Profit and Designee (if applicable), has the full power and authority to bind the Municipality/Non-Profit and Designee.

4.2 The Municipality/Non-Profit and Designee, if applicable, warrants that it provides equal employment opportunities to all applicants and employees without regard to race, color, religion, gender, national origin, age, mental disability, physical disability, sexual orientation, marital status, or veteran’s status, in accordance with applicable federal and state laws.

4.3 The Non-Profit or Designee, if applicable, warrants that it is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”). Non-Profit or Designee warrants that it is currently exempt from Federal income tax pursuant to Code Section 501(c)(3), that it has timely filed all reports, and that it has not received any notice or information that the determination letter it has received from the IRS has been, or is likely to be, revoked or suspended.

5. Miscellaneous Provisions

5.1 **Term of Agreement.** This Agreement will commence on the Effective Date and continue until terminated on June 30, 2028.

5.2 **Termination.** This Agreement may be terminated by any party hereto, with or without cause, by written notice provided to the other party, such termination to become effective [10] days after receipt of such notice. Upon any such termination, CTH shall remit any amounts due hereunder to Municipality/Non-Profit and/or Designee as applicable.

5.3 Indemnification of CTH. The Municipality/Non-Profit and/or Designee will defend and hold harmless CTH, its directors, officers and employees, from and against, any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with the Award, the Fundraiser, or Municipality/Non-Profit's or Designee's expenditure of Award funds excluding any claim arising from the gross negligence or willful misconduct of CTH. This section shall survive the termination of this Agreement.

5.4 Independent Contractor. The parties are independent contractors and this Agreement shall not be interpreted to create an association, joint venture or partnership between the parties. The Municipality/Non-Profit and Designee (if applicable) are not and shall not hold themselves out as an agent or representative of CTH.

5.5 Assignment. The parties may not assign any of their rights or obligations hereunder.


5.6 Governing Law. This Agreement shall be governed by, and controlled, construed and enforced in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of laws.

5.7 Entire Agreement. This Agreement contains the entire understanding among the parties relating to the subject matter hereof and supersedes any prior written or oral representations, warranties, agreements, arrangements or other understandings relating to the subject matter hereof.

5.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement among the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

The signatures below constitute the acceptance of the terms and conditions of this Agreement by CTH and the Municipality/Non-Profit and Designee (if applicable). Please submit a signed copy of this page to give250@ct250.org.

Connecticut Humanities Council, Inc.

By: 
Jason Mancini, Executive Director

Date: 09/16/2025

Municipality/Non-Profit - _____

By: _____
First Name Last Name Title

Signature: _____ Date: _____

Optional: Please use this section if the municipality is designating an organization to receive and manage funds on its behalf.

Designee [Organization]

By: _____
First Name Last Name Title

Signature: _____ Date: _____

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

Join Zoom Meeting

<https://berlinc-town-council.zoom.us/j/89042265692?pwd=7LdHAm5tyVUgK3f7BGPTuYc81WXs7s.1>

Meeting ID: 890 4226 5692

Passcode: 788006

+1-646-931-3860

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, September 16, 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 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:

Councilor Kate Atkinson
Councilor Sandra Coppola
Mayor Mark Kaczynski
Councilor Charles Paonessa
Councilor Mark Pruzin
Councilor Peter Rosso
Councilor Donna Veach

Also in attendance:

Town Manager Ryan Curley
Corporation Counsel Jeffrey Donofrio

D. AUDIENCE OF CITIZENS:

Councilor Mark Pruzin stated that on Saturday September 27th at 11:30 a.m. the Silver Ridge Homeowners Association will be dedicating a bench in memory of Wethersfield Firefighter Robert Sharkevich who lost his life fighting the Lamentation Mountain Fire which was located behind the complex. The bench will be located in the circle area of Sea Green Drive.

E. MAYOR'S UPDATE:

Mayor Kaczynski stated that the Blue Mass honoring First Responders will be held at St. Paul's Church on Saturday September 21st at 1:00 p.m.

The Mayor stated that he had heard that residents are finding it difficult to get tee times at Timberlin Golf Course. Councilor Pruzin stated that he believes that tournaments may be one of the reasons. Town Manager Curley stated that tournaments and leagues are the main reasons, and the Golf Commission is trying to balance the revenue that tournaments bring in with accessibility for Berlin residents. This topic will be discussed at the Friday September 26th meeting scheduled with the Town Manager, Mayor, Golf Commission Chair, and Director of Golf.

The letter from the Town Council was sent to the Board of Education (BOE) regarding the parking fees at Berlin High School. Councilor Pruzin stated that students were charged these fees in early August and have until the end of September to pay. Mayor Kaczynski stated that he has been made aware that the BOE is holding a retreat at the Shuttle Meadow Country Club on Friday September 19th at 5:30 p.m. where the parking fees will be part of their discussion.

Corporation Counsel Donofrio stated that if there is a quorum of the Board at that retreat and they are discussing town business it is considered a meeting for FOIA purposes therefore an agenda must be posted, and minutes must be filed.

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

G. CONSENT AGENDA:

- 1. Topic re: Approve waiving the police fees in the approximate amount of \$ 3,194.50 for traffic control and direction for the “Father Joe Memorial Walk” to be held October 5, 2025, starting at 485 Alling Street, Berlin, Ct. - Police**
- 2. Topic re: Appoint the following individual to the America 250 – Berlin Commission: Mary Kathryn LaRose. – Town Clerk**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

H. NEW BUSINESS:

- 1. Topic re: Approve Senior Center Event Sponsorship Policy. – Senior Center**

Town Manager Curley stated that the Senior Center Event Sponsorship Policy is returning to the Town Council for discussion.

Discussion focused on section three, “General Sponsorship Guidelines”, and who will approve the applications for events and determine if the group is in line with the guidelines. As written, the policy states that the applications will be reviewed and approved by the Center administration. The Town Manager would only be involved in appeals of sponsorship request denials.

Mayor Kaczynski stated that he would prefer that the Town Manager be copied on all event sponsorship applications received so he is aware of events taking place at the Senior Center and can also use his discretion to have further discussions with staff.

Corporation Counsel stated he will make the requested changes to the policy, and it will be on the next Town Council meeting agenda.

NO ACTION TAKEN

2. Topic re: Accept a donation of \$1,500 from Saindon Crane of Berlin, CT for crane and rigging services related to the Worthington Meetinghouse Cupola relocation. – Facilities

Facilities Director Doug Solek stated that this third-generation Berlin business provided their services for the safe relocation of the Worthington Meetinghouse Cupola onto a gravel pad and platform to help preserve and further display the partial restoration.

Councilor Paonessa moved to accept a donation of \$1,500 from Saindon Crane of Berlin, CT for crane and rigging services related to the Worthington Meetinghouse Cupola relocation.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

3. Topic re: Approve the contract proposal from current on-call architect JH Architects of Berlin, CT in the amount of \$82,425 which includes a five percent contingency for mechanical and architectural design services as part of the STEAP grant requirements for the mechanical upgrades at the Peck Library and Community Center as approved by the PBC. – Facilities

Town Manager Curley introduced this item stating that the Town received a \$1 million STEAP grant for reroofing and mechanical upgrade work at the Berlin-Peck Library and Berlin Community Center building, however the STEAP grant does not cover the design of the mechanical portion of the project therefore Town funds must be used.

Facilities Director Solek stated that the current roofing architect, JH Architects of Berlin, has provided a proposal for the mechanical engineering and design services. The proposal was reviewed and approved by the Public Building Commission.

Councilor Paonessa moved to approve the contract proposal from current on-call architect JH Architects of Berlin, CT in the amount of \$82,425 which includes a five percent contingency for mechanical and architectural design services as part of the STEAP grant requirements for the mechanical upgrades at the Peck Library and Community Center as approved by the PBC.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

4. Topic re: Authorize one-year extensions of Contract No. 2024-03 (Snow Plowing of Town Cul-de-Sacs & Miscellaneous Areas) and Contract No. 2024-04 (Snow Plowing of Town Streets) to Staxx Construction Services, LLC, of Berlin at existing rates. – Public Works

Public Works Director Mike Ahern stated that he received a request from Staxx Construction to extend their snow plowing contracts for Town cul-de-sacs, streets, and miscellaneous areas for an additional year while maintaining existing rates. Staxx has responded in both timely and responsible manners when their services were requested.

Councilor Pruzin stated that he would prefer to see this item be put out to bid to determine if better pricing is available. Mr. Ahern stated that with the original bid from 2024, Staxx was the only bid received and added that these rates are within the range of what other towns are paying, and staff is happy with the service Staxx has provided.

Mr. Ahern stated that he guarantees that this will be put out to bid next year but he would like to use Staxx for another year. Councilor Paonessa stated that normally he would agree to going out to bid, however considering they are holding their rates, and they are a local company he sees no harm in extending their contract for one year.

Councilor Paonessa moved to authorize one-year extensions of Contract No. 2024-03 (Snow Plowing of Town Cul-de-Sacs & Miscellaneous Areas) and Contract No. 2024-04 (Snow Plowing of Town Streets) to Staxx Construction Services, LLC, of Berlin at existing rates.

Seconded by Councilor Veach.

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

Opposed: Councilor Pruzin, Councilor Rosso.

Vote being 5-0 (MOTION CARRIED)

I. 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.

Councilor Paonessa placed in nomination the name of Mary Kathryn LaRose (R) of 26 Woodruff Lane for appointment to the Inland Wetlands & Water Courses Commission.

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

Vote being 7-0 in favor of Mary Kathryn LaRose (R) to serve on the Inland Wetlands & Water Courses Commission. Term ending January 31, 2028.

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

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

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

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

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

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

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

Councilor Paonessa placed in nomination the name of Theresa Delmar (R) of 50 Wildwood Lane for appointment to the VNA.

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

Vote being 7-0 in favor of Thersa Delmar (R) to serve on the VNA. Term ending January 31, 2027.

15. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
16. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
17. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
18. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
19. **Water Control Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.
20. **Zoning Board of Appeals – Vacancy – Alternate** - Replacement term would be until January 31, 2029. Can be filled with a D, R or U.

J. TOWN MANAGER'S REPORT:

- The only outstanding item due to the YMCA is the CAD file with the base map and that is expected to be given to them by the end of next week. The Town Manager will routinely be following up with the YMCA to determine when they would need to meet again.
- The East Berlin Pool project is moving ahead. Bids were received for the full design of the project, and the next step in the process is interviews of the lowest qualified bidders.
- The Town Manager's office has been receiving complaints about signs along Farmington Avenue that have been placed in the State's right of way. He is ready to notify property owners and remove those signs, but he wanted the Town Council's approval before doing so.

Corporation Counsel Donofrio stated that there is a State statute and regulation prohibiting signage of any type in the State's right of way other than traffic signage, and the size of that area varies.

The Council stated that they would like to review the area and the signage in question and asked the Town Manager to address this during his next Town Manager's Report.

Town Manager Curley added that he left a voice mail for the Department of Transportation regarding the issue.

- The Town is still waiting for the report from the Department of Public Health (DPH) regarding testing that was done earlier this year at Bright Feeds. The Town Manager stated that State Representative Veach will be reaching out to DPH.

- Jonathan Fife of Bright Feeds reached out to the Town Manager stating that they are looking to open a facility in Pennsylvania, however internet searches are returning negative feedback related to their issues in Berlin. Mr. Fife asked if the Town Manager would write a letter to zoning officials in Pennsylvania stating that Bright Feeds resolved the issues they had in Berlin and that they were cooperative throughout the process.

Mayor Kaczynski stated that at a minimum the Town should wait until the DPH reports, as noted above, are received.

K. SPECIAL COMMITTEE REPORTS:

Councilor Paonessa stated that the Fire Services Committee met this evening to discuss the Volunteer Firefighters' pension and payments for calls. Firefighters are paid \$500 yearly into a pension and receive \$30 per fire call.

Fire Chief Jim Simmons was present at the meeting and stated that he would like to streamline the payment process and recommended a slight increase to their pay after four hours. Currently they are paid \$30 per call no matter how long they remain at the scene.

Town Manager Curley and Mr. Simmons will work on the changes, and the Fire Services Committee will meet on Tuesday October 7th at 6:30 p.m. to discuss.

L. COUNCILORS' COMMUNICATION:

Councilor Paonessa inquired about the issue with the Carabetta encroachment issue on the Berlin Turnpike. Councilor Veach stated that the last time her office checked on the status they were told that due to the Attorney General's involvement they could not comment.

Councilor Veach thanked all involved with another successful Berlin Fair.

Councilor Coppola expressed concerns with the lack of water in Stockings Brook which is fed by neighboring reservoirs, and she was questioning if there is an issue stemming from those reservoirs. Town Manager Curley stated he would look into it.

M. ACCEPTANCE OF MINUTES:

September 2, 2025

Councilor Paonessa moved to accept the Town Council Meeting minutes of September 2, 2025 as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

N. EXECUTIVE SESSION:

1. **Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee - Town Manager evaluation.**

Executive Session was not held.

O. ADJOURNMENT:

Councilor Paonessa moved to adjourn the meeting at 8:11 p.m.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Lisa J. Bush
Clerk of the Meeting