

ORDINANCE COMMITTEE MEETING

Special Meeting

Tuesday, November 25, 2025, 6:00 PM
Town Council Chamber and Zoom Meeting
Agenda

Videoconference Link:

<https://berlinc-t-gov.zoom.us/j/83543927019?pwd=NY7bcPkQT7yyF8ucwYHcKSuAqbYbWf.1>

Conference Call Information:

Dial: +1-312-626-6799 US (Chicago)

Meeting ID: 835 4392 7019

Passcode: 338265

1. Call to order
2. Pledge of Allegiance
3. Audience of Citizens
4. Approval of June 3, 2025, Meeting Minutes
5. Tax Abatement Policy - Discussion and possible action
6. Adjournment

ATTACHMENTS:

- Berlin Tax Abatement Policy (2024)
- Current Tax Agreement
- Tax Agreement Proposal
- Minutes of June 3, 2025, Meeting
-

Town of Berlin Tax Abatement Program Approved – January 9, 2024

The Town of Berlin, Connecticut recognizes the importance of continued economic growth in our community and has adopted the following tax abatement framework. Projects must be consistent with State Statutes. The Town policy is that projects must involve real property improvements for at least one of the following: (1) for office use; (2) for manufacturing use; (3) for warehouse, storage or distribution use; (4) for information technology; or (5) for restaurants, (6) new retail developments or redevelopment of existing retail properties that involve substantial renovations or restoration of the exterior of the building and improvements to landscaping including automotive dealerships selling new vehicles or (7) recreation facilities, and (8) mixed use, as defined in Section 8-13 of the Connecticut General Statutes. The following abatement schedule will be used by the Town Council as a guideline based upon factors including the investment made and other considerations concerning the quality of the project and its consistency with the Town's Plan of Conservation and Development. The Town Council must act to approve each project and its specific abatement schedule.

For real property improvements of greater than \$150,000 if the project is for office use, for manufacturing use, for warehouse, storage or distribution use, recreation facilities, newly developed for restaurants, retail use or information technology the Town may offer:

Abatement Schedule:

Year 1 50%	Year 2 40%	Year 3 30%
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For real property improvements of greater than \$1,000,000 (One Million Dollars) for any type of eligible use above, the Town may offer:

Abatement Schedule:

Year 1 50%	Year 2 40%	Year 3 30%	Year 4 20%	Year 5 10%
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For real property improvements of greater than \$3,000,000 (Three Million Dollars) for any type of eligible use above, the Town Council may offer:

Abatement Schedule:

Year 1 50%	Year 2 50%	Year 3 40%	Year 4 40%	Year 5 30%	Year 6 20%	Year 7 10%
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For real property improvements of greater than \$12,500,000 (Twelve Million Five-Hundred Thousand Dollars) for any type of eligible use above, the Town Council may offer:

Abatement Schedule:

Commercial									
Year 1 70%	Year 2 70%	Year 3 60%	Year 4 60%	Year 5 50%	Year 6 50%	Year 7	Year 8 40%	Year 9 30%	Year 10 20%

For real property improvements of greater than \$25,000,000 (Twenty-Five Million Dollars) for any type of eligible use above, the Town Council may offer:

Abatement Schedule:

Apartments									
Year 1 80%	Year 2 70%	Year 3 60%	Year 4 50%	Year 5 40%	Year 6 40%	Year 7	Year 8 30%	Year 9 20%	Year 10 20%
Commercial									
Year 1 70%	Year 2 70%	Year 3 60%	Year 4 60%	Year 5 50%	Year 6 50%	Year 7	Year 8 40%	Year 9 30%	Year 10 20%

Application Procedure

The tax abatement program application should be submitted to the Economic Development Director for consideration for a recommendation by the Economic Development Commission to the Town Council. If approved by the Economic Development Commission, then property owners within 500 feet of the proposed development site will be notified 7 days in advance of the meeting where the Town Council will consider a tax partnership application.

Applications will be accepted and considered under the tax abatement policy pertaining to mixed use projects in effect prior to the effective date of this amendment provided that any such projects will be required to have submitted an application for project

approval to the Berlin Planning and Zoning Commission prior to the effective date of the amendment. To be eligible, a minimum of at least 10% of the total new building square footage of the mixed-use project must be for commercial use.

The Town Council has the discretion to request a minimum of 10% of all apartments be affordable for any mixed-use project which applies for the \$25,000,000 tax abatement.

Amendment effective date: January 9, 2024

TAX ABATEMENT AGREEMENT

This Agreement (hereinafter "Agreement") is made and entered into this 7 day of Feb 2024, by and between **BT 2008 LLC**, a Connecticut Limited Liability Company authorized to do business in the State of Connecticut with a principal place of business of 156 New Britain Avenue in Rocky Hill, CT 06067, and the **TOWN OF BERLIN** (hereinafter "TOWN"), a municipality organized and existing under the laws of the State of Connecticut having its principal place of business at 240 Kensington Road, Berlin, Connecticut 06037 [collectively referred to as the "Parties"].

WHEREAS, Connecticut General Statutes Section 12-65b provides, *inter alia*, with certain restrictions, that any municipality may enter into a written agreement with any party owning or proposing to acquire an interest in real property in such municipality fixing the tax assessment of the real property which is the subject of the agreement and all improvements thereon or therein and to be constructed thereon or therein;

WHEREAS, on October 1, 2013, the TOWN approved and adopted a Tax Abatement Program ("Program");

WHEREAS, the Program is only available to projects involving real property improvements for office, manufacturing, warehouse, storage, distribution, information technology use, for restaurants other than fast food, new retail developments, redevelopment of existing retail properties in certain circumstances, recreational facilities and mixed-use projects;

WHEREAS, tax incentives offered under the Program only apply to improvements to real property, specifically to new construction or renovations/expansion/addition(s) to existing building(s) related to the qualifying uses recited above, and there are no incentives offered under the Program for personal property;

WHEREAS, the Program requires that the value of real property improvements must be greater than \$150,000 if the project is for mixed-use, office, manufacturing, warehouse, storage, distribution, or information technology use, recreation facilities, or newly developed for restaurants other than fast food or retail use;

WHEREAS, BT 2008 LLC intend to construct 200 apartments, a gas station/convenience store, a retail building and a hotel on approximately 30 acres of land at 404 Berlin Turnpike with a total cost of real property improvements estimated to be not less than \$25,000,000.00 including the combination of the commercial and residential/apartment portions of the project and is therefore is applying under the Program category of mixed-use project (hereinafter “the Project”); and

WHEREAS, residential buildings or parts thereof are only eligible for the Program if they are part of mixed-use projects;

WHEREAS, to be classified as a mixed-use project for the purposes of the Program, the project must have a significant commercial component, which requirement will be met by the Project as proposed because **BT 2008 LLC**’s approved project plan provides a gas station/convenience store, a retail building and a hotel all dedicated to commercial use;

WHEREAS, BT 2008 LLC will develop the Project in phases as time and financing allow;

WHEREAS, in order to be eligible to participate in the Program, the overall Project must meet the requirement that at least 10% of the total project square footage of the Project be dedicated to commercial use;

WHEREAS, the Program requires that the Berlin Town Council (hereinafter “Town Council”) approve each project and its specific abatement schedule and that the Berlin Economic Development Commission (hereinafter “Economic Development Commission”) make a recommendation to the Town Council prior to the Town Council taking action;

WHEREAS, the Town Council modified the Program (as of January 9, 2024) and the modified Program provides a 10 year tax abatement on both the residential (apartments) and commercial portions of the project for mixed use projects with a schedule of “70%, 70%, 60%, 60%, 50%, 50%, 40%, 40%, 30%, and 20%” for the commercial portion of the project and 10 years with a schedule of “80%, 70%, 60%, 50% , 40% 40%, 30%, 30%, 20%, and 20% for the residential (apartment) portion of the project as a guideline to be used by the Town Council for projects involving real property improvements with a cost in excess of Twenty Five Million Dollars (\$25,000,000);

WHEREAS, the Program provides that property owners within five hundred (500) feet of the proposed development site be notified seven (7) days in advance of the meeting at which the Town Council is to consider a tax abatement application;

WHEREAS, **BT 2008 LLC** is the owner of the real properties known as 404 Berlin Turnpike and 458 Berlin Turnpike (hereinafter “the Properties”);

WHEREAS, the Properties consist of approximately 30 acres of commercial land in the Town’s BT-1 and BT-D overlay zones;

WHEREAS, the proposed construction for the Project consists of commercial and mixed-use improvements and thus, the proposed construction meets the requirements of Connecticut General Statutes Section 12-65b and the Program;

WHEREAS, notice was provided via letter to property owners within five hundred (500) feet of the proposed Project seven (7) days in advance of the January 9, 2024 meeting at which the Town Council was to reconsider the Application;⁸⁸

WHEREAS, at its meeting held on January 9, 2024, the Town Council approved a modification to the Program to establish a new level of tax abatement if a minimum of \$25 million is spent on the construction of a project, including a 10-year tax abatement on the commercial portion and a 10-year tax abatement on the residential (apartment) portion of the mixed-use project;

WHEREAS, the Town Council, at its January 9, 2024 meeting, approved a tax abatement for **BT 2008 LLC** for the Project because the Project meets the \$25 Million (\$25,000,000) including the combination of the commercial and residential/apartment portions of the project investment threshold including a (10) year abatement schedule for the commercial portion of the Project and ten (10) year abatement schedule for the residential portion of the Project (shown later in this agreement),

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. **BT 2008 LLC** shall construct the building improvements and renovations for the Project for a total cost of improvements (as defined below herein) in an amount exceeding \$25,000,000 to

qualify for a 10-year abatement on the commercial portion of the project and a 10-year abatement on the residential (apartment) portion of the project.

2. This Tax Abatement Agreement is expressly contingent upon the verification of the total cost of improvements by the Assessor of the Town of Berlin (hereinafter "Assessor") when the qualifying real property improvements have reached substantial completion, or the date upon which the building under construction is available for use for its intended purpose, through review of construction contracts, payment applications, requisitions, proof of payments, certification by the applicant, and/or such other documentation as is requested by the Assessor to verify construction costs.

3. The total cost of improvements shall be defined herein as "the cost to create new space for private business activities, including construction and expansion of buildings (foundation, walls, roof, electrical, mechanical, HVAC, etc.) and all site work including paving, curbing, landscaping, fencing, drainage, and utilities". Any improvements constructed either by the owner or tenant that is personal property as determined by the Assessor shall not be part of the total cost of improvements;

4. The adjustment of assessed value is to commence and be effective on the October 1 Grand List following the verification of the total cost of improvements by the Assessor as confirmed by the Assessor in writing to the real property owner;

5. When the qualifying real property improvements for each phase of the Project have reached substantial completion, defined as the date upon which the building under construction is available for use for its intended purpose, **BT 2008 LLC** shall contact the Assessor to verify the total cost of improvements. **BT 2008 LLC** agree to promptly submit any documentation as is requested by the Assessor to verify the total cost of improvements, including but not limited to construction contracts, payment applications, requisitions, proof of payments, and/or requested certifications;

6. Upon verification to the Assessor's satisfaction of the total cost of improvements totaling at least \$25 Million Dollars (\$25,000,000.00) including the combination of the commercial and residential/apartment portions of the project, the Assessor shall confirm the verification in writing to the property owners, **BT 2008 LLC**, and the Assessor shall adjust the assessed value of that portion of the

Property comprised of the qualifying new construction or expansion by the percentage noted below for the ten (10) year adjustment period commencing on the October 1 Grand List following the verification of the total cost of improvements by the Assessor. The Assessor's adjustments shall apply to the qualifying new construction or expansion by the percentage noted below for the ten (10) year adjustment period on the commercial portion of the project and a ten (10) year abatement on the residential portion of the project commencing on the October 1 Grand List following the verification of the total cost of improvements by the Assessor as confirmed by the Assessor in writing to **BT 2008 LLC**. Further, the duration of the tax abatement for each building or part thereof in the Project shall be determined based on its date of completion; however, the duration of the tax abatement for each building or part thereof shall not exceed the number of years indicated in the applicable adjustment period schedule:

Total Cost of Improvements of Not Less Than \$25,000,000 (including the work done on both the commercial and residential/apartment portions of the project)

Ten (10) Year Adjustment Period On Commercial Portion of Project

<u>Assessment Year</u>	<u>Adjustment Amount</u>	<u>Net Adjusted Tax Obligation</u>
Year 1	70%	30%
Year 2	70%	30%
Year 3	60%	40%
Year 4	60%	40%
Year 5	50%	50%
Year 6	50%	50%
Year 7	40%	60%
Year 8	40%	60%
Year 9	30%	70%
Year 10	20%	80%

Ten (10) Year Adjustment Period On Residential (Apartment) Portion of the Project

<u>Assessment Year</u>	<u>Adjustment Amount</u>	<u>Net Adjusted Tax Obligation</u>
Year 1	80%	20%
Year 2	70%	30%
Year 3	60%	40%
Year 4	50%	50%
Year 5	40%	60%
Year 6	40%	60%
Year 7	30%	70%
Year 8	30%	70%
Year 9	20%	80%
Year 10	20%	80%

7. **BT 2008 LLC** agrees that the fair market value and assessed value of the qualifying real property improvements may change from year to year due to statutory revaluation or due to changes to the Property (as permitted by the Connecticut General Statutes) and that the assessment shall be adjusted by the Assessor and the TOWN accordingly. Notwithstanding, **BT 2008 LLC** shall have the ongoing right to appeal the fair market assessed value(s) of the Property in accordance with Connecticut General Statutes Sec. 12-117a.

8. **BT 2008 LLC** agrees that at the conclusion of the adjustment period for the successive tax years contained in Paragraph 6 above, **BT 2008 LLC** or its successor shall be responsible for paying 100% of the real property taxes due based on 100% of the then-existing assessment of the Property, regardless of any agreement **BT 2008 LLC** has with a tenant or lessee for the payment of the real property taxes.

9. The TOWN has entered this Agreement based on the representations contained in the Application regarding the type of use of the proposed real property improvements and their estimated cost. If the improvements for the qualifying use as constructed (including the combination of the commercial and residential/apartment portions of the project) cost less than Twenty-Five Million Dollars (\$25,000,000.00) or if they are not in fact being utilized for the identified qualifying use, then this Agreement shall become null and void. If at any time during the pendency of this Agreement, the Property or any portion

thereof ceases to be utilized for the identified qualifying use, BT 2008 LLC or its successor shall be liable to the Town for real property taxes based on the full assessed value of the Property.

10. All work performed at the Property shall be performed in accordance with any and all federal, state, and local laws, rules, and regulations including but not limited to the Town's Zoning Regulations, Building Code and Fire Safety Code requirements. Nothing contained herein shall be deemed to waive, discharge, alter, release or modify the obligations and responsibilities of **BT 2008 LLC** and their respective contractors, consultants, and agents to comply with all applicable federal, state and local laws, rules, codes, ordinances, and regulations. **BT 2008 LLC** shall also comply with all conditions of approval by TOWN regulatory agencies, including the Berlin Planning & Zoning Commission.

11. Any fees required to be paid in order to obtain local permits and licenses are not abated, waived, reduced, or forgiven pursuant to this Agreement. In addition, **BT 2008 LLC** agree that all necessary and required permits, licenses, or similar authorizations needed for the conduct of business at the Property will be obtained and maintained.

12. **BT 2008 LLC** shall maintain all tax, fee, and charge obligations to the Town of Berlin. If **BT 2008 LLC** becomes delinquent, as determined in accordance with Connecticut General Statute Section 12-146, in any real or personal property taxes, motor vehicle taxes, sewer use charges or assessments, fees, charges, fines, interest, penalties, and/or liens to the TOWN at any time during the tax abatement period and does not enter into acceptable repayment arrangements with the Tax Collector of the TOWN or the TOWN or defaults upon the repayment arrangements, the tax abatement shall cease.

13. **BT 2008 LLC** agrees that the Assessor may require that it submit affidavits of eligibility in the form required by the Assessor for the Program on an annual basis.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The Parties agree to mediate any dispute between them arising out of or relating to this Agreement with a mediator to be mutually agreed upon by the parties within ten (10) business days of either party's service of a written request for mediation. If the parties cannot agree on a mediator, the parties will utilize the services of the American Arbitration Association or the ADR Center, Inc. for administration of

the mediation. If the parties are unable to resolve their dispute via mediation, litigation shall be utilized as the binding dispute resolution vehicle. Any litigation with respect to this Agreement shall be brought in the Courts of the State of Connecticut at the Judicial District of New Britain. A ruling by any Court that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms of the Agreement which shall remain in full force and effect and binding on the Parties and the Parties expressly request that the Court "blue pencil" any term determined to be invalid or unenforceable and replace it with a valid term.

15. **BT 2008 LLC** shall indemnify, defend and hold harmless the TOWN and its officials, agents, servants, and employees against any suit, action, or claim of any nature arising from the TOWN being a party to this Agreement or undertaking any of its obligations hereunder.

17. This Agreement constitutes the entire and complete understanding and agreement of the Parties, and supersedes prior understandings and agreements, if any, between the Parties with respect to the subject matter hereof.

18. This Agreement may not be changed, modified, amended, or contradicted except in a writing signed and dated by all Parties hereto.

19. Upon execution of this Agreement by all Parties, the TOWN shall promptly cause this Agreement to be recorded on the Land Records of the Town of Berlin in the Office of the Town Clerk.

20. The only intended third-party beneficiaries to this Agreement are _____ (gas station operator), and _____ (hotel operator)

21. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent, or of a joint venture or partnership between **BT 2008 LLC**.

22. The Parties hereto acknowledge that the TOWN is a governmental authority and that no representation, warranty, approval, or agreement herein shall be binding upon, constitute a waiver by, or estop the TOWN from exercising any of its rights, powers, or duties in connection with its governmental functions nor will any portion of this Agreement be deemed to waive any immunities granted to the TOWN

when performing its governmental functions. The TOWN's failure to take any action or pursue any remedy it is entitled to hereunder or pursuant to law shall not be deemed a waiver of the TOWN's rights or remedies.

23. This agreement will become null and void if **BT 2008 LLC** receive any housing tax credits from the State of Connecticut, any agency or organization affiliated with the State of Connecticut or from the United States Government, any agency or organization affiliated with the United States Government.

24. Notwithstanding anything contained herein, BT2008 LLC has the right to install renewable energy systems at the Properties and apply for/obtain tax credits solely attributable to such renewable energy systems.

Any notices required hereunder shall be transmitted, both via electronic mail and certified mail, return receipt, to:

If to the **TOWN**:

Arosha Jayawickrema
Town Manager
Town of Berlin
Berlin Town Hall
240 Kensington Road
Berlin, CT 06037

If to **BT 2008 LLC**:

Peter D'Addeo
Member
BT 2008 LLC (c/o Commercial Services Realty)
154 New Britain Road
Rocky Hill, CT 06067

BT 2008 LLC shall provide the TOWN with prompt notice of any address change(s).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this 9th day of Feb. 2024.

Signed and delivered in the presence of:

Lisa J. Bush
Lisa J. Bush

TOWN OF BERLIN

BY

Arosha Jayawickrema
Arosha Jayawickrema
Town Manager

On this 9th day of Feb. 2024, before me the undersigned officer, personally appeared Arosha Jayawickrema, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed and as the free act and deed of the Town of Berlin.

Lisa J. Bush
Commissioner of the Superior Court/
Notary Public
My Commission Expires July 31, 2028
LISA J. BUSH
NOTARY PUBLIC

STATE OF CONNECTICUT)
COUNTY OF Hartford)

ss. Berlin

BT 2008 LLC

BY

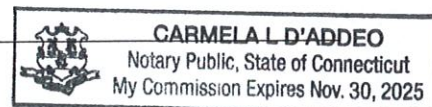
Peter D'Addeo
Member

On this 7 day of Feb 2024, before me the undersigned principal, personally appeared Peter D'Addeo, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed and the free act and deed of **BT 2008 LLC**.

Carmela L. D'Addeo
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
COUNTY OF Hartford)

ss. _____



AMENDED TAX ABATEMENT AGREEMENT

This Amended Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, November, 2024~~2025~~, by and between **BT 2008 LLC**, a Connecticut Limited Liability Company authorized to do business in the State of Connecticut with a principal place of business of 156 New Britain Avenue in Rocky Hill, CT 06067, and the **TOWN OF BERLIN** (hereinafter "TOWN"), a municipality organized and existing under the laws of the State of Connecticut having its principal place of business at 240 Kensington Road, Berlin, Connecticut 06037 [collectively referred to as the "Parties"].

WHEREAS, Connecticut General Statutes Section 12-65b provides, *inter alia*, with certain restrictions, that any municipality may enter into a written agreement with any party owning or proposing to acquire an interest in real property in such municipality fixing the tax assessment of the real property which is the subject of the agreement and all improvements thereon or therein and to be constructed thereon or therein; and

WHEREAS, on October 1, 2013, the TOWN approved and adopted a Tax Abatement Program ("Program"); and

WHEREAS, the Program is only available to projects involving real property improvements for office, manufacturing, warehouse, storage, distribution, information technology use, for restaurants other than fast food, new retail developments, redevelopment of existing retail properties in certain circumstances, recreational facilities and mixed-use projects; and

WHEREAS, tax incentives offered under the Program only apply to improvements to real property, specifically to new construction or renovations/expansion/addition(s) to existing building(s) related to the qualifying uses recited above, and there are no incentives offered under the Program for personal property; and

WHEREAS, the Program requires that the value of real property improvements must be greater than \$150,000 if the project is for mixed-use, office, manufacturing, warehouse, storage, distribution, or

information technology use, recreation facilities, or newly developed for restaurants other than fast food or retail use; [and](#)

WHEREAS, BT 2008 LLC intend to construct 200 apartments, a gas station/convenience store, a retail building and a hotel on approximately 30 acres of land at 404 Berlin Turnpike with a total cost of real property improvements estimated to be not less than \$25,000,000.00 including the combination of the commercial and residential/apartment portions of the project and is therefore is applying under the Program category of mixed-use project (hereinafter “the Project”); and

WHEREAS, residential buildings or parts thereof are only eligible for the Program if they are part of mixed-use projects; [and](#)

WHEREAS, to be classified as a mixed-use project for the purposes of the Program, the project must have a significant commercial component, which requirement will be met by the Project as proposed because **BT 2008 LLC**’s approved project plan provides a gas station/convenience store, a retail building and a hotel all dedicated to commercial use; [and](#)

WHEREAS, BT 2008 LLC will develop the Project in phases as time and financing allow; [and](#)

WHEREAS, in order to be eligible to participate in the Program, the overall Project must meet the requirement that at least 10% of the total project square footage of the Project be dedicated to commercial use; [and](#)

WHEREAS, the Program requires that the Berlin Town Council (hereinafter “Town Council”) approve each project and its specific abatement schedule and that the Berlin Economic Development Commission (hereinafter “Economic Development Commission”) make a recommendation to the Town Council prior to the Town Council taking action; [and](#)

WHEREAS, the Town Council modified the Program (as of January 9, 2024) and the modified Program provides a 10 year tax abatement on both the residential (apartments) and commercial portions of the project for mixed use projects with a schedule of “70%, 70%, 60%, 60%, 50%, 50%, 40%, 40%, 30%, and 20%” for the commercial portion of the project and 10 years with a schedule of “80%, 70%, 60%, 50% , 40% 40%, 30%, 30%, 20%, and 20% for the residential (apartment) portion of the project as a guideline to be

used by the Town Council for projects involving real property improvements with a cost in excess of Twenty Five Million Dollars (\$25,000,000); [and](#)

WHEREAS, the Program provides that property owners within five hundred (500) feet of the proposed development site be notified seven (7) days in advance of the meeting at which the Town Council is to consider a tax abatement application; [and](#)

WHEREAS, **BT 2008 LLC** is the owner of the real properties known as 404 Berlin Turnpike and 458 Berlin Turnpike (hereinafter “the Properties”); [and](#)

WHEREAS, the Properties consist of approximately 30 acres of commercial land in the Town’s BT-1 and BTD overlay zones; [and](#)

WHEREAS, the proposed construction for the Project consists of commercial and mixed-use improvements and thus, the proposed construction meets the requirements of Connecticut General Statutes Section 12-65b and the Program; [and](#)

WHEREAS, notice was provided via letter to property owners within five hundred (500) feet of the proposed Project seven (7) days in advance of the January 9, 2024 meeting at which the Town Council was to reconsider the Application; ~~§§~~ [and](#)

WHEREAS, at its meeting held on January 9, 2024, the Town Council approved a modification to the Program to establish a new level of tax abatement if a minimum of \$25 million is spent on the construction of a project, including a 10-year tax abatement on the commercial portion and a 10-year tax abatement on the residential (apartment) portion of the mixed-use project; [and](#)

WHEREAS, the Town Council, at its January 9, 2024 meeting, approved a tax abatement for **BT 2008 LLC** for the Project because the Project meets the \$25 Million (\$25,000,000) including the combination of the commercial and residential/apartment portions of the project investment threshold including a (10) year abatement schedule for the commercial portion of the Project and ten (10) year abatement schedule for the residential portion of the Project (shown later in this agreement), [and](#)

[**WHEREAS**, the Parties executed the Tax Abatement Agreement on February 9, 2024; and](#)

[**WHEREAS**, the Parties wish to amend the Agreement by clarifying the base assessment amount.](#)

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. **BT 2008 LLC** shall construct the building improvements and renovations for the Project for a total cost of improvements (as defined below herein) in an amount exceeding \$25,000,000 to qualify for a 10-year abatement on the commercial portion of the project and a 10-year abatement on the residential (apartment) portion of the project.

2. This Tax Abatement Agreement is expressly contingent upon the verification of the total cost of improvements by the Assessor of the Town of Berlin (hereinafter "Assessor") when the qualifying real property improvements have reached substantial completion, or the date upon which the building under construction is available for use for its intended purpose, through review of construction contracts, payment applications, requisitions, proof of payments, certification by the applicant, and/or such other documentation as is requested by the Assessor to verify construction costs.

3. The total cost of improvements shall be defined herein as "the cost to create new space for private business activities, including construction and expansion of buildings (foundation, walls, roof, electrical, mechanical, HVAC, etc.) and all site work including paving, curbing, landscaping, fencing, drainage, and utilities". Any improvements constructed either by the owner or tenant that is personal property as determined by the Assessor shall not be part of the total cost of improvements;

4. The adjustment of assessed value is to commence and be effective on the October 1 Grand List following the verification of the total cost of improvements by the Assessor as confirmed by the Assessor in writing to the real property owner ("[the Adjustment Date](#)");

5. When the qualifying real property improvements for each phase of the Project have reached substantial completion, defined as the date upon which the building under construction is available for use for its intended purpose, **BT 2008 LLC** shall contact the Assessor to verify the total cost of improvements. **BT 2008 LLC** agree to promptly submit any documentation as is requested by the Assessor to verify the total cost of improvements, including but not limited to construction contracts, payment applications, requisitions, proof of payments, and/or requested certifications;

6. Prior to the Adjustment Date, the Property shall be assessed at a baseline assessment, which shall be equal to the October 1, 2020 Grand List Assessment.

67. Upon verification to the Assessor's satisfaction of the total cost of improvements totaling at least \$25 Million Dollars (\$25,000,000.00) including the combination of the commercial and residential/apartment portions of the project, the Assessor shall confirm the verification in writing to the property owners, **BT 2008 LLC**, and the Assessor shall adjust the assessed value of that portion of the Property comprised of the qualifying new construction or expansion by the percentage noted below for the ten (10) year adjustment period commencing on the October 1 Grand List following the verification of the total cost of improvements by the Assessor. ("The Adjustment Date") The Assessor's adjustments shall apply to the qualifying new construction or expansion by the percentage noted below for the ten (10) year adjustment period on the commercial portion of the project and a ten (10) year abatement on the residential portion of the project commencing on the October 1 Grand List following the verification of the total cost of improvements by the Assessor as confirmed by the Assessor in writing to **BT 2008 LLC**. Further, the duration of the tax abatement for each building or part thereof in the Project shall be determined based on its date of completion; however, the duration of the tax abatement for each building or part thereof shall not exceed the number of years indicated in the applicable adjustment period schedule:

Total Cost of Improvements of Not Less Than \$25,000,000 (including the work done on both the commercial and residential/apartment portions of the project)

Ten (10) Year Adjustment Period On Commercial Portion of Project

<u>Assessment Year</u>	<u>Adjustment Amount</u>	<u>Net Adjusted Tax Obligation</u>
Year 1	70%	30%
Year 2	70%	30%
Year 3	60%	40%
Year 4	60%	40%
Year 5	50%	50%
Year 6	50%	50%
Year 7	40%	60%
Year 8	40%	60%
Year 9	30%	70%
Year 10	20%	80%

Ten (10) Year Adjustment Period On Residential (Apartment) Portion of the Project

<u>Assessment Year</u>	<u>Adjustment Amount</u>	<u>Net Adjusted Tax Obligation</u>
Year 1	80%	20%
Year 2	70%	30%
Year 3	60%	40%
Year 4	50%	50%
Year 5	40%	60%
Year 6	40%	60%
Year 7	30%	70%
Year 8	30%	70%
Year 9	20%	80%
Year 10	20%	80%

7. 8. **BT 2008 LLC** agrees that the fair market value and assessed value of the qualifying real property improvements may change from year to year due to statutory revaluation or due to changes to the Property (as permitted by the Connecticut General Statutes) and that the assessment shall be adjusted by the Assessor and the TOWN accordingly. Notwithstanding, **BT 2008 LLC** shall have the ongoing right to appeal the fair market assessed value(s) of the Property in accordance with Connecticut General Statutes Sec. 12-117a.

8. 9. **BT 2008 LLC** agrees that at the conclusion of the adjustment period for the successive tax years contained in Paragraph 6 above, **BT 2008 LLC** or its successor shall be responsible for paying 100% of the real property taxes due based on 100% of the then-existing assessment of the Property, regardless of any agreement **BT 2008 LLC** has with a tenant or lessee for the payment of the real property taxes.

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9. 10. The TOWN has entered this Agreement based on the representations contained in the Application regarding the type of use of the proposed real property improvements and their estimated cost. If the improvements for the qualifying use as constructed (including the combination of the commercial and residential/apartment portions of the project) cost less than Twenty-Five Million Dollars (\$25,000,000.00) or if they are not in fact being utilized for the identified qualifying use, then this Agreement shall become null and void. If at any time during the pendency of this Agreement, the Property or any portion thereof ceases to be utilized for the identified qualifying use, BT 2008 LLC or its successor shall be liable to the Town for real property taxes based on the full assessed value of the Property.

10. 11. All work performed at the Property shall be performed in accordance with any and all federal, state, and local laws, rules, and regulations including but not limited to the Town's Zoning Regulations, Building Code and Fire Safety Code requirements. Nothing contained herein shall be deemed to waive, discharge, alter, release or modify the obligations and responsibilities of **BT 2008 LLC** and their respective contractors, consultants, and agents to comply with all applicable federal, state and local laws, rules, codes, ordinances, and regulations. **BT 2008 LLC** shall also comply with all conditions of approval by TOWN regulatory agencies, including the Berlin Planning & Zoning Commission.

11. 12. Any fees required to be paid in order to obtain local permits and licenses are not abated, waived, reduced, or forgiven pursuant to this Agreement. In addition, **BT 2008 LLC** agree that all necessary and required permits, licenses, or similar authorizations needed for the conduct of business at the Property will be obtained and maintained.

12. 13. **BT 2008 LLC** shall maintain all tax, fee, and charge obligations to the Town of Berlin. If **BT 2008 LLC** becomes delinquent, as determined in accordance with Connecticut General Statute Section 12-146, in any real or personal property taxes, motor vehicle taxes, sewer use charges or assessments, fees, charges, fines, interest, penalties, and/or liens to the TOWN at any time during the tax abatement period and does not enter into acceptable repayment arrangements with the Tax Collector of the TOWN or the TOWN or defaults upon the repayment arrangements, the tax abatement shall cease.

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~~13.~~ 14. **BT 2008 LLC** agrees that the Assessor may require that it submit affidavits of eligibility in the form required by the Assessor for the Program on an annual basis.

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~~14.~~ 15. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The Parties agree to mediate any dispute between them arising out of or relating to this Agreement with a mediator to be mutually agreed upon by the parties within ten (10) business days of either party's service of a written request for mediation. If the parties cannot agree on a mediator, the parties will utilize the services of the American Arbitration Association or the ADR Center, Inc. for administration of the mediation. If the parties are unable to resolve their dispute via mediation, litigation shall be utilized as the binding dispute resolution vehicle. Any litigation with respect to this Agreement shall be brought in the Courts of the State of Connecticut at the Judicial District of New Britain. A ruling by any Court that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms of the Agreement which shall remain in full force and effect and binding on the Parties and the Parties expressly request that the Court "blue pencil" any term determined to be invalid or unenforceable and replace it with a valid term.

~~15.~~ 16. **BT 2008 LLC** shall indemnify, defend and hold harmless the TOWN and its officials, agents, servants, and employees against any suit, action, or claim of any nature arising from the TOWN being a party to this Agreement or undertaking any of its obligations hereunder.

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17. This Agreement constitutes the entire and complete understanding and agreement of the Parties, and supersedes prior understandings and agreements, if any, between the Parties with respect to the subject matter hereof.

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18. This Agreement may not be changed, modified, amended, or contradicted except in a writing signed and dated by all Parties hereto.

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19. Upon execution of this Agreement by all Parties, the TOWN shall promptly cause this Agreement to be recorded on the Land Records of the Town of Berlin in the Office of the Town Clerk.

20. The only intended third-party beneficiaries to this Agreement are _____ (gas station operator), and _____ (hotel operator)

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____ 21. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent, or of a joint venture or partnership between **BT 2008 LLC**.

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____ 22. The Parties hereto acknowledge that the TOWN is a governmental authority and that no representation, warranty, approval, or agreement herein shall be binding upon, constitute a waiver by, or estop the TOWN from exercising any of its rights, powers, or duties in connection with its governmental functions nor will any portion of this Agreement be deemed to waive any immunities granted to the TOWN when performing its governmental functions. The TOWN's failure to take any action or pursue any remedy it is entitled to hereunder or pursuant to law shall not be deemed a waiver of the TOWN's rights or remedies.

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____ 23. This agreement will become null and void if **BT 2008 LLC** receive any housing tax credits from the State of Connecticut, any agency or organization affiliated with the State of Connecticut or from the United States Government, any agency or organization affiliated with the United States Government.

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____ 24. Notwithstanding anything contained herein, BT2008 LLC has the right to install renewable energy systems at the Properties and apply for/obtain tax credits solely attributable to such renewable energy systems.

Any notices required hereunder shall be transmitted, both via electronic mail and certified mail, return receipt, to:

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If to the **TOWN**:

Aroscha Jayawickrema
Town Manager
Town of Berlin
Berlin Town Hall
240 Kensington Road
Berlin, CT 06037

If to **BT 2008 LLC**:

Peter D'Addeo
Member
BT 2008 LLC (c/o Commercial Services Realty)
154 New Britain Road
Rocky Hill, CT 06067

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BT 2008 LLC shall provide the TOWN with prompt notice of any address change(s).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this ____ day of _____ 20242025.

Signed and delivered in the presence of:

TOWN OF BERLIN

BY _____
Arosha Jayawickrema
Town Manager

On this _____ day of _____ 20242025, before me the undersigned officer, personally appeared Arosha Jayawickrema, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed and as the free act and deed of the Town of Berlin.

Commissioner of the Superior Court/
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
)
COUNTY OF _____) ss. _____

BT 2008 LLC

BY _____
Peter D'Addeo
Member

On this _____ day of _____ 20242025, before me the undersigned principal, personally appeared Peter D'Addeo, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed and the free act and deed of **BT 2008 LLC**.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
)
COUNTY OF _____) ss. _____

ORDINANCE COMMITTEE MEETING
Special Meeting
Tuesday, June 3, 2025, 6:30 PM
Town Council Chamber and Zoom Meeting
Agenda

Videoconference Link:

<https://berlinc-tov.zoom.us/j/85719694271?pwd=EFdnXJLoLH1kmgCZCyjW5Xv1kZpAY.1>

Conference Call Information:

Dial: +1 305-224-1968 US

Meeting ID: 857 1969 4271

Passcode: 921886

Members Present:

Mayor Mark Kaczynski – Chairman, Councilor Sandra Coppola, Councilor Charles Paonessa, Councilor Peter Rosso

Members Absent:

Councilor Kate Atkinson

Staff Present:

Ryan Curley – Town Manager

1. Call to order

Mayor Kaczynski - Chairman called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

3. Audience of Citizens

None.

4. Approval of May 20, 2025, Meeting Minutes

Councilor Paonessa moved to approve the May 20, 2025, meeting minutes.

Seconded by Councilor Coppola.

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

Vote being: 4-0. (MOTION CARRIED)

5. Noise Ordinance - Discussion and possible action

Town Manager Curley said we received more information from SH Acoustics and the Ordinance Committee seems comfortable with the language for the updated noise ordinance. There are two different equipment options, a stand-alone device and a hybrid device made up of an Apple iPad with a precision microphone, calibrator and audio software. The iPad option is estimated at \$1.5k and the stand-alone device is \$3.6k. The hybrid option can get you within one decibel. A professional would still need to be brought in to measure the sound in some cases.

Councilor Coppola said it makes sense to go with the lower cost option. Councilor Rosso agreed. Mayor Kaczynski said it would help us determine if we need to bring in a professional. Town Manager Curley said the other question was how much training is needed for police officers. SH Acoustics estimates that training for either method is 3 to 4 hours for full exposure and practice. SH Acoustics could also provide the training.

Town Manager Curley said that Corporation Counsel Donofrio stated that it would make sense to have the equipment and training in place before we adopt an ordinance due to lead time. We can add this to the next Town Council meeting agenda to further discuss the ordinance and purchasing equipment.

Councilor Paonessa made a motion to send the updated noise ordinance language to the Town Council as described with a recommendation to purchase the lesser costing equipment.

Seconded by Councilor Coppola.

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

Vote being: 4-0. MOTION CARRIED.

6. Adjournment

Councilor Paonessa moved to adjourn at 6:38 p.m.

Seconded by Councilor Coppola.

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

Vote being: 4-0. MOTION CARRIED.

Submitted by,
Alina Brown

ATTACHMENTS:

- Minutes of May 20, 2025, Meeting