

Note: The Center Front Door will be unlocked for anyone attending the Town Council Meeting.

ELECTED OFFICIALS WILL BE SWORN INTO OFFICE AT 6:00 P.M. IN THE ROTUNDA OF THE BERLIN TOWN HALL. THIS WILL BE DONE IN PERSON.

AGENDA
TOWN OF BERLIN
TOWN COUNCIL MEETING
November 16, 2021
Town Council Chambers
7:00 P.M.

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/83204150009?pwd=RGNXS2VGK3BFM1Y1TXp2aTJQc0VSdz09>

Call-in Option 1-929-205-6099 (New York)

Meeting ID: 832 0415 0009

Passcode: 601902

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. MEETING AGENDA

1. Designation of Deputy Mayor by the Mayor

E. PROCLAMATIONS: JoAnn Angelico-Stetson

F. NEW BUSINESS

1. Topic re: Approve an extension of Ciulia & Donofrio LLP to continue as Corporation Counsel of the Town of Berlin for a period of two years, through and including the organizational meeting of the Town Council following the 2023 general municipal election. – Town Council
2. Topic re: Authorize Corporation Counsel to finalize and the Town Manager to sign the four (4) easement documents for the Berlin Pump Station Property located at 436 Berlin Turnpike, as shown on the Proposed Easement Map

prepared for BT 2008, LLC, 404 Berlin Turnpike, Berlin Connecticut prepared by The Bongiovanni Group, Inc and dated October 14, 2021; and to approve the recording of this map and the easements with the Town Clerk. – Water Control

3. Topic re: Appointment of Town Council members to Sub-Committees

Standing Committees:

- a. Ordinance Committee (3-5 members)
- b. Rules and Procedures Committee (2-3 members)
- c. Audit Committee (1-2 members)

Other Committees:

- d. Physical Services Committee (1-3 members)
- e. Committee to Oversee the “Robert Wolf Incentive Plan” (1-2 members)
- f. Connecticut Conference of Municipalities (1 member)
- g. Central Connecticut Health District Committee (1 member)
- h. Technology Committee (1-3 members)
- i. Playing Fields Committee (2-4 members)
- j. Plan of Development Committee (1 member)
- k. Fire Strategic Committee (1-2 members)
- l. Community Conversations (1-2 members)
- m. Manager’s Evaluation (1 member)
- n. Meeting House (1 member)
- o. Mattabessett Watershed (1 member)
- p. Calendar (1 member)

G. ADJOURNMENT

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: November 11, 2021
SUBJECT: Legal services

Summary of Agenda Item:

Ciulia & Donofrio, LLP have not increased the retainer or our hourly rates since they began working in Berlin in 2016 and they are proposing to maintain the status quo because they enjoy and appreciate working with Berlin's wonderful team.

Action Needed:

Move to approve an extension of Ciulia & Donofrio LLP to continue as Corporation Counsel of the Town of Berlin for a period of two years, through and including the organizational meeting of the Town Council following the 2023 general municipal election.

Attachments:

Original Contract
First and Secondment Amendments

Third Amendment to Legal Services Agreement

Prepared By: Kate Wall, Town Clerk



LEGAL SERVICES AGREEMENT

This AGREEMENT made as of the ____ day of May, 2016 by and between the **Town of Berlin**, Connecticut, a municipality organized and existing under the laws of the State of Connecticut ("Town") and **Ciulla & Donofrio, LLP**, a Connecticut limited liability partnership with a principal place of business at 127 Washington Avenue, North Haven, CT 06473 ("Firm") (the Town and the Firm are sometimes hereinafter referred to collectively as the "Parties").

WITNESSETH:

1. The Town issued a Request for Proposals for Town Attorney/Municipal Legal Services, dated January 20, 2016, RFP#2016-21("RFP"). *A copy of the RFP is attached hereto and made a part hereof at Tab A.*
2. Firm submitted a proposal in response to the RFP, a copy of which is attached hereto and made a part hereof at Tab B ("Firm's Proposal").
3. Subsequent to the submission of the Firm's Proposal, the Town requested that the Firm provide a monthly retainer proposal and the Firm provided its monthly retainer proposal, a copy of which is attached hereto and made a part hereof at Tab B.
4. Subsequent to the submission of the Firm's Proposal and the Firm's monthly retainer proposal, the Town requested clarification as to what services and costs are excluded from the Firm's monthly retainer proposal and the Firm provided written clarification, a copy of which is attached hereto and made a part hereof at Tab B.
5. All of the terms, conditions, promises and representations made in the RFP (Tab A) and the Firm's Proposal and Clarifications (Tab B) are incorporated herein and made a part hereof.
6. On May 17, 2016, the Town, through its duly authorized Town Council, accepted the Firm's Proposal, including the Firm's monthly retainer proposal as clarified and represented in the documents attached hereto at Tab B.
7. The Town hereby appoints Ciulla & Donofrio, LLP to serve as the Town Attorney for the Town in accordance with and pursuant to Section 6-6 of the Town Charter. The Firm shall be, at all times, an independent contractor and no employment relationship shall exist between the Town and the Firm or any its attorneys or employees.
8. The Firm accepts such appointment as Town Attorney for the Town and agrees that its services shall, at all times, be provided in compliance with the Connecticut Rules of Professional Conduct.

9. Connecticut's Rule of Professional Conduct 1.5 requires that when a lawyer undertakes representation of a client for the first time, he must communicate to the client in writing the scope of the matter to be undertaken, the basis or rate of the fee, and whether and to what extent the client will be responsible for the lawyer's expenses. This Agreement is written in fulfillment of the requirements of Rule 1.5.

10. Services Included/Excluded. The Firm's services are those specifically identified in the RFP and the Firm's Proposal. The Firm's services do not include, for example, labor/employment counsel or bond counsel services.

11. The Town shall compensate the Firm for its services as the Town Attorney as follows: (i) the Town shall pay the Firm the sum of nine thousand five hundred dollars (\$9,500.00) per month as a retainer, commencing June 15, 2016 and continuing for each successive month until this Agreement is either terminated or amended, to cover all services rendered by the Firm to the Town except for those services specifically excluded by the Firm's Proposal as set forth at Tab B hereto; (ii) for services excluded from the monthly retainer, the Firm shall be compensated by the Town on the basis of the hourly rates for the Firm's personnel as set forth in the Firm's Proposal; and (iii) the Firm shall be reimbursed by the town for of out-of-pocket costs incurred by the Firm on behalf of the Town, at cost and without any markup.

12. The Firm shall bill for its services on a monthly basis. Invoices shall be submitted in such form and detail as the Town may request. The Town shall pay the Firm's invoices within thirty (30) days of receipt thereof. Services excluded from the monthly retainer are identified in the Firm's Proposal, as amended by the Firm's correspondence dated April 1, 2016 and April 25, 2016 (attached hereto and made a part hereof at Tab B), are to be billed hourly and shall be invoiced separately from services covered by the monthly retainer. Prior to rendering services excluded from the monthly retainer, the Firm shall notify the Town Manager for the Town, in writing, of the specific matter and services to be undertaken and provide a reasonable estimate of costs. Services billed hourly shall be billed based on the actual time incurred by Firm and not on the basis of any minimum billing increment.

13. The Firm shall track all time for services rendered and billed against the monthly retainer and shall provide monthly statements to the Town. On a quarterly basis, the Firm shall provide the Town with a written reconciliation of the time actually spent by the Firm for services covered by the monthly retainer in comparison to the amount of the monthly retainer and shall credit the Town's account for hourly billable services if the Firm incurs less time during the period at issue than reflected by the retainer amount. For example, if the Firm's statements for a specific quarter reflect 140 hours of time for a value of \$25,200.00 and the retainer paid to the Firm for said quarter for services covered by the retainer was \$28,500, then the Firm would issue a credit for \$3,300.00 against the hourly billable account for the Town.

14. This Agreement shall be effective as of June 1, 2016 and shall remain in full

force and effect until the earlier of the following: (i) the organizational meeting of the Town Council for the Town to be held subsequent to the November 2017 Town election; (ii) termination by the Town upon thirty (30) days written notice to the Firm; or (iii) termination by the Firm upon ninety (90) days written notice to the Town. The term of this Agreement may be extended by written agreement of the Parties.

15. Any work requested by the Town to be performed by the Firm subsequent to the date of termination shall be completed in a timely manner and compensated in the manner prescribed herein.

16. Prohibition Against Assignment. The Firm may not transfer or assign its interest in this Agreement without the prior written consent of the Town.

17. Notices. All notices required to be provided by either party shall be in writing and shall be personally delivered by overnight mail or messenger service, or shall be given by certified mail, return receipt requested, postage prepaid, and delivered or addressed to the parties at the address heretofore set forth. All notices, requests and demands shall be deemed received no later than forty-eight (48) hours from the time of dispatch of such notice, if not by mail, or if made by mail, no later than forty-eight (48) hours after deposit in a receptacle maintained by the United States Postal Service.

18. Dispute Resolution. If the Town and the Firm have a dispute regarding fees, the Parties shall, as a first step dispute resolution vehicle, engage in direct, good faith discussions. If the Parties' direct discussions do not resolve the fee dispute, the Parties shall endeavor to resolve the dispute via the Connecticut Bar Association's *Resolution of Legal Fee Disputes Program*.

19. Insurance. The Firm shall ensure that the insurance coverages required of the Firm pursuant to the RFP shall remain in full force and effect for the term of this Agreement.

22. The validity, effect and operation of this Agreement shall be determined by the laws of the State of Connecticut.

23. Payments of the Firm's invoices shall be made within thirty (30) days of submission to the Town.

24. All duties and obligations undertaken by the Parties pursuant to this Agreement shall be for the sole and exclusive benefit of the Town and the Firm, and no third party is intended, nor shall be deemed, an express or implied beneficiary of this Agreement.

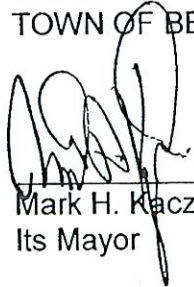
25. If any provision of this Agreement shall be held by any court or other tribunal of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

26. This Agreement cannot be modified, in whole or in part, except by written agreement of both Parties hereto.

THIS AGREEMENT entered into as of the day and year first written above.

TOWN
TOWN OF BERLIN

By:


Mark H. Kaczynski
Its Mayor

6-7-16

FIRM
CIULLA & DONOFRIO, LLP

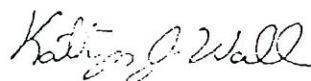
By:


Jeffrey M. Donofrio
Its Partner

6-7-16

RECEIVED FOR RECORD
TOWN CLERK

2016 JUN 13 A 9:45



BERLIN, CT.

TAB A

TOWN OF BERLIN, CONNECTICUT

REQUEST FOR PROPOSALS FOR:
Town Attorney Services

RFP NUMBER: 2016-21

RFP OPENING DATE: Wednesday, February 3, 2016

RFP OPENING TIME: 12:00PM

RFP OPENING PLACE: Berlin Town Hall, Town Manager's Office
.....

The Town of Berlin, Connecticut (hereinafter "Town"), is seeking proposals from qualified independent attorneys or law firms, with expertise in municipal law, wishing to provide general legal services to the Town as the Town Attorney. This contract has an anticipated start date no earlier than March 2, 2016.

One (1) clearly marked original and five (5) copies of sealed proposals must be received in the Town Manager's Office of the Berlin Town Hall, 240 Kensington Rd, Berlin, CT 06037 by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising the Request for Proposals may be obtained on the Town's website, www.town.berlin.ct.us, under "Bid and RFP Information," or from Adam Tulin, Purchasing Agent, Berlin Town Hall Room 3C, 240 Kensington Rd, Berlin, CT 06037 during normal business hours. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

The Town of Berlin is an Equal Opportunity Employer. The Town reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

TOWN OF BERLIN, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Berlin, Connecticut (hereinafter "Town"), is seeking proposals from qualified independent attorneys or law firms, with expertise in municipal law, wishing to provide general legal services to the Town, as the Town Attorney. By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP, and you are capable of performing the work to achieve the Town's objectives. Respondents should clearly describe the specific legal services for which their proposal is submitted and any general municipal services not provided, with the understanding that labor/employee relations, bond counsel and BOE attorney are not requested under this RFP.

Please note that the Attorney/Law Firm will be an independent contractor, and no employment relationship will exist between the Town and the Attorney/Law Firm. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer. Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP.

1. Background and Intent

The Town of Berlin covers an area of 27.0 square miles, and is located in the geographic center of the state in Hartford County. Berlin is eleven miles south of the City of Hartford and is bordered by New Britain, Newington, Rocky Hill, Cromwell, Middletown, Meriden and Southington. Berlin's population is approximately 20,000. The Town has a Council/Manager form of government, and provides a full range of municipal services including public safety, parks and recreation, public works, health and human services, and water control, with a Grand List of approximately \$2.1 Billion and an operating budget of approximately \$80 Million.

The successful bidder will be expected to actively engage and partner with the Town Council and Town Manager and/or designee, to provide services as further defined below in Section 3 – Scope of Services. The Town Attorney will be expected to possess expert knowledge of the municipal law landscape and related requirements and regulations in order to provide efficient and effective guidance and direction to the Town.

Since fiscal year 2010, the Town has spent approximately \$150,000 annually in salary and benefits for General Town Attorney Services.

The Town Attorney's principal contacts with the Town will be Mark Kaczynski, Mayor and Denise McNair, Town Manager.

2. Qualifications

Eligible respondents will be those individuals and law firms that have the following qualifications:

1. Proposer must have demonstrated experience and expertise in regard to providing the types of services outlined in the Scope of Services.
2. Proposer should have a proven track record in providing these types of or similar services for municipal governments. The Town would prefer an individual or law firm that has worked with other Connecticut municipalities similar in size to Berlin.
3. Proposer must be qualified and properly licensed in the State of Connecticut to perform its obligation under this proposal in compliance with all applicable Federal and State of Connecticut laws and regulations, statutes and policies.

3. Scope of Services

The following scope of services is provided as a general overview which may be expanded and further defined through negotiation.

The Town Attorney is required to provide legal advice and counsel to the Town Council and Town Manager on a variety of matters pertaining to all aspects of municipal government, in a clear, concise, effective and responsible manner, understandable by lay people who may not be familiar with the legal complexities of municipal law. Advice and legal support is also provided to various Town departments, boards and commissions. Provision of legal services is coordinated by the Town Manager in accordance with established policy. Legal services required of the Town Attorney include but are not limited to:

- Contract/document review and drafting, ordinance drafting, charter and statute interpretations. Familiarity with Freedom of Information Act (FOIA) and real estate transactions;
- *Litigation*. Ability to manage/conduct/oversee litigation in all courts (state and federal). Not often needed for trial work except in the event of a very significant legal matter;
- *Criminal Law*. Advise Police Department on proper police operating procedures when requested, or otherwise;
- *General*. Includes all other matters typically associated with municipal government operations and other services as may be directed by the Town Council and Town Manager. Effective verbal and written communication skills are essential, since information must be readily understood by elected and appointed officials, Town staff and the public;
- *Meetings*. Includes attendance at Town Council meetings and other meetings of Committees or Commissions (especially Executive Sessions) as needed. *Please see Attachment D for sample meeting schedule.*

4. Agreement Period

The Town anticipates entering into a contract with the selected Town Attorney commencing no earlier than March 2, 2016. The agreement period will conclude following the next Town Council elections in November 2017.

The Town will contractually reserve the right to cancel the contract at any time. The agreement period for any contract or purchase order resulting from this RFP shall ultimately be as negotiated to the mutual agreement of the parties.

5. Management

Any contract or purchase order resulting from this RFP will be managed by the Town Manager, or designee.

6. Additional Conditions

All those submitting proposals must be willing to adhere to the following additional conditions and must positively state this in the proposal.

1. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. At its discretion, the Town may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.
2. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the Town prior to being engaged by proposer. However, please note that the Town prefers not to have the services subcontracted.
3. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the Town and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the Town. *Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.*

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.town.berlin.ct.us, **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

3. KEY DATES

RFP Advertised	1/20/16
Questions due from Vendors	1/27/16
RFP Open Date	Wednesday, February 3, 2016 at 12 P.M.
Interview of top Vendors	2/11-2/12/16
Town Council Approval	3/1/16
Contract Execution Date	No Earlier Than March 2, 2016

4. PROPOSAL SUBMISSION INSTRUCTIONS

A. Proposal Requirements & Required Format

Proposals must set forth accurate and complete information for each of the items listed below. At the Town's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, background and experience of the principal members of your organization, including officers and especially members that will be working with the Town.
2. Experience, Expertise and Capabilities
 - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
 - b. Summary of Relevant Experience. A listing of projects that the proposer has completed within the last three (3) years of a similar nature to those included in the Scope of Services in this RFP must be provided.
 - c. The following additional information shall be provided by each bidder:
 - General description of the organizational structure of your institution including parent and/or subsidiary companies and the number of employees.
 - Identify who will be the primary client relationship manager.
 - Provide a general representation of the key factors and other important considerations that you feel separates your institution/firm from others in providing the requested services.
 - Provide a detailed description of your firm's technical resources and experience in providing the desired scope of services to similarly sized entities.
 - Identify the location of the office(s) from which the services will be performed.
 - Disclose any current (last 3 years) business, financial, personal, or other types of relationships which may pose a conflict of interest.
 - Please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the Town.

- If your firm maintains an ethics policy, please provide a copy with bid documents.

3. Statement of Qualifications and Work Plan

- Qualifications. For **each** item listed in Section 1.2 - Qualifications, please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- Work Plan. For **each** item listed in Section 1.3 - Scope of Services, please describe the approach that would be generally followed in undertaking these tasks.
- Services Expected of the Town. Identify the nature and scope of the services that would be generally required of the Town in undertaking these projects.

4. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- Have you ever failed to complete any work awarded to you? If so, where and why?
 - Have you ever defaulted on a contract? If so, where and why?
 - Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the Town should be aware?
5. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

Your proposal should be submitted in a sealed envelope marked "**Town Attorney Services Bid #2016-21**" to the Town Manager's Office at the Berlin Town Hall, 240 Kensington Rd, Berlin, CT 06037, no later than 12:00P.M., Wednesday, February 3, 2016. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten. Proposer should identify breakdowns for annual cost, and hours included in that cost.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid,

and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

5. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted in **writing** (including by e-mail or fax) and directed **only to:**

Name: Adam Tulin

Position: Purchasing Agent

Email: atulin@town.berlin.ct.us

Fax: (860)828-8628

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.town.berlin.ct.us. **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

6. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

7. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

8. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

9. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information. Proposers are encouraged **not** to include in their proposals any information which is proprietary, a trade secret, or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

10. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP(Appendix B).

11. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

12. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

13. AWARD CRITERIA & SELECTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, etc. If any error exists in an extension of prices, the unit price shall prevail.

The Town reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, is determined to be in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

A. Evaluation Criteria

The following specific criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the Town's requirements and expectation for this project and are not necessarily all inclusive or presented in order of importance.

- The background experience, and strength of the Proposer in providing similar services elsewhere, including the level of experience in working with other Connecticut municipalities of similar size, and the quality of services performed, either for other school systems or other municipalities, or both.
- The Proposer's responsiveness and compliance with the RFP requirements and conditions to provide the services requested.
- A review of references provided with the Proposal, and administration of prior contracts.
- Competitiveness of proposed fee. The Town reserves the right to negotiate fees with the selected Proposer.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation. The Town may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the Town reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received. If the proposer does not execute the Contract within ten (10) business days of the date of notification, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer. **The Town will post the Award and related information on its website, www.town.berlin.ct.us, under "Bid and RFP Information."**

The Interview and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

14. ATTACHMENTS

The following attachments are included below and must be completed, as detailed within the RFP.

- A. Proposal Form
- B. Proposer's Statement of References
- C. Proposer's Guarantees and Warranties
- D. Sample Town Meeting Schedule (2015) – *attendance at Town Council meetings is required, others would be on an as needed basis.*

TOWN OF BERLIN, CONNECTICUT

ATTACHMENT A: PROPOSAL FORM

Town Attorney Services #2016-21

Response required by Wednesday, February 3, 2016 at 12:00P.M.

PROPOSER'S FULL LEGAL NAME:

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Pricing:

<u>Type of Service</u>	<u>Annual Cost of Service</u>	<u>Number of Hours Included in Cost</u>
------------------------	-------------------------------	-----------------------------------------

Town Attorney:

Description and Pricing for any additional/related services, or information on further pricing options. Please specify whether there are any separate costs not included above (such as travel) and describe the process that would occur if work were to be presented that is not included in the above costs:

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP, unless an exception is described above.

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

Date

Phone # and Fax #

TOWN OF BERLIN, CONNECTICUT

ATTACHMENT B: PROPOSER'S STATEMENT OF REFERENCES
Town Attorney Services #2016-21

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

TOWN OF BERLIN, CONNECTICUT

ATTACHMENT C: PROPOSER'S GUARANTEES AND WARRANTIES
Town Attorney Services #2016-21

PROPOSER'S FULL LEGAL NAME:

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

I/we, the proposer, certify that:

1. I/we are in compliance with the equal employment opportunity clause as set forth in Connecticut state law (Executive Order No. Three).
2. I/we are in compliance with the Americans with Disabilities Act.
3. I/we are in compliance with the Immigration Reform and Control Act, and attest that each employee provided under contract will at all times be authorized for employment in the United States.
4. I/we (check one)
_____ have an Affirmative Action program, or
_____ employ 10 people or fewer.

INSURANCE REQUIREMENTS:

Contractor shall, at its own cost and expense, procure and maintain Comprehensive General Liability Insurance, Comprehensive Auto Liability Insurance, and Comprehensive Catastrophe Liability Insurance, as well as Worker's Compensation Insurance as required by the appropriate Workers' Compensation Law or Act. All insurance shall be carried with insurers authorized to do business in the State of Connecticut and evidence of insurance, with adequate limits of liability, shall be furnished all parties to the contract. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the certificate holder of intent to affect

cancellation, non renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate. The interests of the certificate holder must be added to the aforementioned liability policies of insurance as an additional insured.

Combined single limit of liability as respects bodily injury, personal injury and property damage liability as follows:

COMMERCIAL GENERAL LIABILITY:

\$2,000,000 AGGREGATE

PROFESSIONAL LIABILITY:

MIN \$2,000,000 PER OCCURRENCE/ MIN \$2,000,000 AGGREGATE

COMPREHENSIVE AUTOMOBILE LIABILITY (Not required if personal vehicle used, as Town Attorney is not an elected/appointed official, and is an independent contractor):

\$1,000,000 PER OCCURRENCE

MALPRACTICE AND ERRORS/OMISSIONS:

\$1,000,000 EACH

COMPREHENSIVE CATASTROPHE LIABILITY: (UMBRELLA)

\$2,000,000 PER OCCURRENCE/AGGREGATE

The above minimum limits of liability shall apply to all premises – operations, elevators, independent contractors, products – completed operations, contractual liability, broad form property damage, XCU coverage extension, employee as additional insured's, automobiles – owned and non owned, including hired automobiles, and other coverage's which may be required to satisfy the parties to the contract.

In every instance coverage must apply both on and away from the premises referred to in the contract, and The Town shall be listed as an additional insured. Insurance coverage shall be primary and non-contributory.

Please list any exceptions to the above guarantees and warranties:

We have read and understand the above listed insurance requirements and will provide the appropriate insurance certificates if awarded this contract

Signature_____

Date_____

Ciulla & Donofrio, LLP

A. Proposal Requirements & Required Format

Proposals must set forth accurate and complete information for each of the items listed below. At the Town's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

a. Firm Name

Ciulla & Donofrio, LLP

b. Permanent main office address

**127 Washington Avenue
North Haven, CT 06473**

c. Date firm organized.

October 30, 1996

d. Legal Form of ownership. If a corporation, indicate where incorporated.

Limited Liability Partnership

e. How many years have you been engaged in services you provide under your present name?

19 years

f. Names, titles, reporting relationships, background and experience of the principal members of your organization, including officers and especially members that will be working with the Town.

Jeffrey M. Donofrio, Partner/Owner: Jeff co-founded the firm in 1996 and has been practicing law in Connecticut since 1990. Jeff has practiced municipal law in Connecticut since 1991, serving in a wide variety of roles in multiple municipalities, with an emphasis on: construction law, contract and procurement law, defense of real and personal property tax appeals, general municipal law, tax collections, and eminent domain. Jeff's curriculum vitae is provided herewith.

Jennifer Coppola, Associate: Jennifer has been with the firm and practicing municipal law since 1998. Jennifer's municipal law practice focuses on land use, zoning, general municipal law, blight enforcement and building code enforcement law. Jennifer's curriculum vitae is provided herewith.

2. Experience, Expertise and Capabilities:

All of our attorneys have extensive experience providing legal services to municipalities. Our most "inexperienced" lawyer has been practicing municipal law for ten years. Jeff Donofrio is the primary attorney who would be providing services to the Town of Berlin.

Jeff has been a municipal attorney for 25 years. The depth and breadth of our municipal law experience, the efficient manner in which we provide services, our reputation and track record of success and our high level of responsiveness have resulted in chief elected officials, town managers and town attorneys entrusting us with some of their most significant and challenging legal matters.

On a daily basis, we are consulted on a wide variety of issues by department heads, staff, chief elected officials, members of boards, commissions and committees and other municipal lawyers. We have handled a multitude of litigation for our municipal clients. We have drafted a wide variety of ordinances and regulations, including, but not limited to, ordinances/regulations relating to:

- Bid preferences for Town-based businesses
- Blight
- Bond requirements
- Demolition delay
- Keeping of animals
- Noise
- Open burning
- Outdoor wood-burning or wood-fired furnaces or boilers
- Senior tax relief
- Tax incentives
- Tax Relief for Veterans
- Volunteer Firefighter tax relief
- Zoning Regulations
- Blasting

In the area of land use litigation, we have handled a wide range of matters, including those involving affordable housing, mixed use development, adaptive reuse, recycling centers and transfer stations, eminent domain, defense of administrative appeals and enforcement actions. We also have extensive experience handling real and personal property tax appeals, having successfully resolved hundreds of appeals involving industrial, commercial and residential properties.

We are frequently asked for opinions as to various statutes and regulations. We have provided extensive counsel concerning blight and Building Code administration and enforcement. We provide training of board and commission members and staff, attend board and commission meetings to provide instant counsel, present or comment on pending applications or appeals, and/or discuss pending litigation in executive session, assist in drafting agendas and resolutions for town meetings and attend town meetings to present call items. We provide counsel as to FOIA compliance, assist in resolving neighbor disputes and monitor matters for which counsel has been engaged by an insurance carrier.

We are frequently asked to draft, review or negotiate contracts. We provide a wide range of counsel on procurement-related challenges and issues to multiple municipal clients. Our construction law practice enables us to provide a level of expertise on municipal building projects that few, if any, municipal lawyers can provide. Jeff Donofrio was invited to speak to the Public Purchasing Association of Connecticut in January 2015 regarding procurement for public construction projects and was invited back to speak at the PPAC Annual Meeting in May 2015.

We have experience conducting investigations of complaints filed with various board and commissions by Town residents and even Town employees concerning the conduct of Town personnel. We are periodically engaged by municipalities to either conduct an independent investigation of a complaint or represent a board or commission responsible for adjudicating a complaint.

We handle all types of adversarial proceedings: mediation, arbitration, state and federal litigation and appeals. Our non-municipal practice is heavily weighted in civil and commercial litigation. All of our lawyers have extensive experience with all aspects of litigation (*i.e.*, pleadings, written discovery, depositions, dispositive motions and trials). We certainly recognize that municipalities, for multiple reasons, should not expend large sums on litigation unless there is no other viable alternative. Thus, we work with our clients from the onset of a matter to identify the most cost-effective path to a favorable resolution.

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

Ciulla & Donofrio, LLP was formed in 1996 by Robert K. Ciulla and Jeffrey M. Donofrio. Robert K. Ciulla practiced law at Tyler, Cooper & Alcorn from 1967-1996. At the time of his departure, Bob was the Chairman of Tyler, Cooper & Alcorn's Litigation Department. A significant portion of Bob's practice involved representing Connecticut municipalities. Jeffrey M. Donofrio practiced at Tyler, Cooper & Alcorn with Bob and left

with Bob in 1996 to form Ciulla & Donofrio, LLP. A significant portion of Jeff's practice at Tyler, Cooper & Alcorn was focused on defending real and personal property tax appeals for municipalities, school construction law, public procurement law, zoning enforcement and general municipal litigation.

From its inception in 1996, a significant portion of Ciulla & Donofrio's practice has focused on municipal law. We have represented multiple municipalities, as well as elected and appointed officials, boards, commissions, committees and other public agencies and quasi-governmental entities in a wide variety of matters, including, drafting ordinances and regulations; reviewing and interpreting town charters, ordinances, regulations and policies; reviewing and interpreting state and federal laws and regulations; all facets of land use, zoning and blight law; representation in claims against and by municipalities in state court, federal court, arbitration and mediation; conducting investigations for a variety of boards and commissions in response to complaints filed with various public agencies; drafting and reviewing leases, purchase and sale agreements and all types of contracts entered into by the municipalities; procurement law; school construction law, as well as non-school construction law; tax collection; land acquisition; advising public agencies as to compliance with the Connecticut Freedom of Information Act and defending FOIA claims at the FOIC; inter-agency relations; the conduct of referenda; the creation of boards and commissions; the responsibilities of municipalities to other governments and the public, and providing day-to-day counsel to municipal officials and employees concerning a wide variety of issues and challenges.

As is reflected in our list of municipal client references provided herewith, in the past five years alone we have provided services to many Connecticut municipalities. In each instance, we were hired by the Town Attorney, Corporation Counsel or chief elected official of the municipality because of our recognized expertise. While we obviously take pride in the extent of our knowledge and experience, simply knowing the law is not enough. Municipalities need and deserve legal counsel who are available, responsive, cost-effective and who understand the challenges faced by Connecticut's municipalities in 2016. As any of our municipal client references will attest, our performance in the foregoing areas is superior. Our understanding of the stresses placed upon municipal employees and officials comes not only from our many years of representing municipalities, but also from our own public service. Jeff Donofrio is a former Trumbull Town Council Member who is currently a member of Trumbull's Board of Education. Lou Dagostine is an elected member of Shelton's Board of Apportionment and Taxation. Rich Connors is a former member of the North Haven Board of Education. Jennifer Coppola's husband is a former Police Commissioner. We recognize that municipal law, in a multitude of ways, is different than business law, commercial litigation or other types of private practice. Because of our unique understanding of the challenges faced by municipalities, as well as our extensive

experience, we are always focused on delivering the highest quality of legal services in the most cost-efficient manner possible.

b. Summary of Relevant Experience. A listing of projects that the proposer has completed within the last three (3) years of a similar nature to those included in the Scope of Services in this RFP must be provided. **Please see the representative municipal client list provided herewith. We encourage you to contact any of the municipalities to whom we have provided services and have thus provided you with contact persons for our municipal clients.**

b. The following additional information shall be provided by each bidder:

- General description of the organizational structure of your institution including parent and/or subsidiary companies and the number of employees.

Jeffrey M. Donofrio:	Managing Partner
Jennifer Coppola:	Senior Associate
Louis Dagostine:	Senior Associate
Richard F. Connors:	Of Counsel
Total Number of Employees:	6

- Identify who will be the primary client relationship manager.

Jeffrey M. Donofrio

- Provide a general representation of the key factors and other important considerations that you feel separates your institution/firm from others in providing the requested services.

There are four characteristics that separate us from other municipal lawyers: (1) our extensive and broad expertise; (2) our responsiveness; (3) our passion and commitment to our clients; and (4) our efficiency and cost-effectiveness. The most appropriate way to verify each of the foregoing is to contact our municipal clients and speak with them about us.

With regard to our efficiency and cost-effectiveness, we understand the significance of municipal budgets and are committed to offering the Town of Berlin the most value for its expenditure on legal services. As the Town of Berlin undoubtedly recognizes, there is more to determining the value of legal services than hourly rates. Simply put, lawyers with extensive experience in a subject matter require less time to answer a question or provide most legal services than less experienced lawyers. In addition to the cost savings derived from experience, we propose very competitive hourly rates. With respect to expenses, we will not bill the Town of Berlin for postage, copies, travel or long distance telephone calls.

Any other expenses, such as court reporters, overnight mail or messenger services will be billed at cost with no mark up.

Cost containment is achieved through a variety of measures. First, hiring experienced, efficient counsel is mandatory. Efficient lawyers are organized, disciplined and cognizant of the stresses placed upon municipalities. Efficient lawyers solve problems through innovative, creative and proactive lawyering. Second, we will provide two (2) complimentary in-house seminars per fiscal year to the Town of Berlin. By assisting the Town in training its elected and appointed officials and staff, we can help the Town limit legal issues and disputes. We will suggest topics after we have an understanding of the Town's greatest needs in this area (i.e., once we are educated as to existing policies, procedures and performance). Third, we do not charge for internal discussions or memoranda and do not have multiple lawyers attend meetings, depositions, hearings or other proceedings.

- Provide a detailed description of your firm's technical resources and experience in providing the desired scope of services to similarly sized entities.

From the onset of our firm, we have invested in appropriate technology as a tool to enhance the efficiency with which we provide legal services. The technology we utilize ranges from typical office systems accessed via our network (schedule, contact and case management: TimeMatters; time and billing: Timeslips; document management, high speed internet access, file sharing, email) to the full service online research tool we subscribe to (Westlaw). All of our attorneys utilize mobile technology (iPhones and iPads) to stay connected and accessible when out of the office. Our mobile technology is synchronized with our office systems and is a crucial tool, enabling our high level of responsiveness.

- Identify the location of the office(s) from which the services will be performed.

127 Washington Avenue, North Haven, CT 06473

- Disclose any current (last 3 years) business, financial, personal, or other types of relationships which may pose a conflict of interest.

None

- Please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the Town.

None.

- If your firm maintains an ethics policy, please provide a copy with bid documents.

Our attorneys are governed by the Connecticut Rules of Professional Conduct. In addition, some of the municipalities to whom we provide services have Ethics Codes with provisions that apply to attorneys representing the municipality.

3. Statement of Qualifications and Work Plan

a. Qualifications. For each item listed in Section 1.2 - Qualifications, please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

We have extensive experience providing General Town Attorney services, as well as representing municipalities in connection with capital projects, property tax appeals, zoning appeals, wetlands matters and collection actions.

Attached hereto and submitted herewith is a current list of representative municipal clients, with contact info for each municipality. Jeffrey Donofrio has extensive experience providing General Town Attorney services, as well as contract, procurement and construction law, property tax appeal litigation and collection law. Jennifer Coppola has extensive expertise in the areas of zoning enforcement and appeals, as well as wetlands enforcement. Louis Dagostine has extensive experience in handling collection matters. Richard F. Connors has been a real estate attorney for over 40 years and would handle any real estate transactions.

Ciulla & Donofrio, LLP has a proven track record providing these legal services for municipal governments in Connecticut for the past 19 years. Please see our attached list for Representative Municipal Clients.

Ciulla & Donofrio, LLP is qualified and properly licensed in the State of Connecticut to perform its obligation under this proposal in compliance with all applicable Federal and State of Connecticut laws and regulations, statutes and policies.

- c. Work Plan. For each item listed in Section 1.3 - Scope of Services, please describe the approach that would be generally followed in undertaking these tasks.

Jeffrey Donofrio would be the primary day-to-day contact for the Town of Berlin. Jeff will handle any matters pertaining to contract/document review and drafting, litigation and many of the General Town Attorney items. We will utilize the services of Jennifer Coppola for land use and related matters, as well as for some of the General Town Attorney matters (where appropriate). Lou Dagostine will handle most collection matters.

Attendance at meetings will be handled on the basis of the substantive matter or client preference. In other words, the attorney who is handling the matter on the respective

agenda will attend the meeting unless Jeff Donofrio determines otherwise. The Town, of course, may always request that Jeff attend any meeting.

As Town Attorneys, we will provide legal advice and counsel to the Town Council and Town Manager on a variety of matters pertaining to all aspects of municipal government, in a clear, concise, effective and responsible manner, understandable by lay people who may not be familiar with the legal complexities of municipal law. Advice and legal support will also be provided to various Town departments, boards and commissions. Legal services include but are not limited to:

- Contract/document review and drafting, ordinance drafting, charter and statute interpretations. Familiar with Freedom of Information Act (FOIA) and real estate transactions:

Our approach is simple: when we receive a request from the Town to draft any document, we identify the information we require in order to most efficiently and effectively complete the task, review the information and provide the Town with a draft. In our initial communication, we will inquire as to the required turnaround time in order to meet the Town's needs. The same approach applies with regard to real estate transactions. With regard to FOIA issues, we answer FOIA questions on a daily basis. Because of our experience and familiarity with FOIA, we are able to provide immediate responses to questions.

- Litigation. Manage/conduct/oversee litigation in all courts (state and federal).

Litigation is necessary when parties are unable to resolve a dispute without the assistance of the court. When we are engaged to provide litigation services, our initial approach includes (1) identifying the Town's goal with respect to the outcome/resolution of the underlying dispute; (2) identifying the most cost effective and expedient manner by which to achieve the Town's goal; and (3) discussing and recommending a plan of action through which the Town's goal will be achieved.

- Criminal Law. Advise Police Department on proper police operating procedures when requested, or otherwise;

Our approach is simply to fully understand the procedures at issue, gather the pertinent facts and advise the PD as to the application of the law to the pertinent facts.

- General. Includes all other matters typically associated with municipal government operations and other services as needed. Effective verbal and written communication skills are essential, since information must be readily understood by elected and appointed officials, Town staff and the public;

We understand that representing municipalities requires a different approach than representing most private sector clients. We are mindful of the need to communicate clearly, promptly and accurately. Jeff Donofrio, who authored the first chapter of "Inside the Minds: Representing Municipalities in Litigation," (Aspatore: 2013), emphasizes that the role of the municipal lawyer

includes keeping ahead of developments. The better informed and prepared our municipal clients are, the less likely they will be to endure chaotic or crisis situations.

- Meeting as necessary includes attendance at Town Council meetings and other meetings of Committees or Commissions and Executive Sessions.

Our approach to meeting attendance is that we will attend any meeting that the Town requests us to attend. We will discuss the most cost effective and efficient use of our time – including placing items for which we are in attendance at the top of the agenda, if convenient to the members of the public agency and Town staff.

c. Services Expected of the Town. Identify the nature and scope of the services that would be generally required of the Town in undertaking these projects.

The only services we would generally require of the Town are timely and complete communication regarding a matter we are handling for the Town.

4. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? **No.**
- b. Have you ever defaulted on a contract? **No.**
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? **No.**
- d. Has your firm ever had a contract terminated for cause within the past five years? **No.**
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? **No**
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? **No**
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the Town should be aware? **No.**

5. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals. **No exceptions.**

TOWN OF BERLIN, CONNECTICUT
ATTACHMENT A: PROPOSAL FORM
Town Attorney Services #2016-21

Response required by Wednesday, February 3, 2016 at 12:00P.M.

PROPOSER'S FULL LEGAL NAME:

Ciulla & Donofrio, LLP

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Pricing:

<u>Type of Service</u>	<u>Annual Cost of Service</u>	<u>Number of Hours Included in Cost</u>
------------------------	-------------------------------	-----------------------------------------

Town Attorney:

We propose to render all services required/requested by the Town of Berlin at the following hourly rate:

Jeffrey M. Donofrio:	\$195/hour
Jennifer Coppola:	\$165/hour
Louis J. Dagostine:	\$165/hour
Richard F. Connors:	\$175/hour

We are certainly willing to discuss alternative billing arrangements (e.g., monthly retainer, fee caps, flat fees), however, we would require a better understanding of and more details concerning the volume and nature of services typically required.

Description and Pricing for any additional/related services, or information on further pricing options. Please specify whether there are any separate costs not included above (such as travel) and describe the process that would occur if work were to be presented that is not included in the above costs:

With respect to expenses, we will not bill the Town of Berlin for postage, copies, travel or long distance telephone calls. Any other expenses, such as court reporters, overnight mail or messenger services will be billed at cost with no mark up.

NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document compromising the RFP, unless an exception is described above.

Jeffrey M. Donofrio, Managing Partner

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

January 29, 2016

Date

203-239-9828 fax 203-234-0379

Phone # and Fax #

Email: Jdonofrio@CD-LLP.com

Memo

To: Town of Berlin
From: Jeffrey M. Donofrio, Esq., Ciulla & Donofrio, LLP
Date: April 1, 2016
Re: Monthly Retainer Proposal for Town Attorney Services

On March 29, 2016, we received a request from the Town for a proposed monthly retainer amount (in lieu of hourly billing) for Town Attorney services. We propose a monthly retainer of \$9,500.00. In response to our inquiries earlier this week, the Town estimated 700-800 hours/year of Town Attorney services, with 10-15% of the time related to litigation/adversarial proceedings. Thus, the retainer is based on 638 hours (750 hours less 15%) of services unrelated to litigation/adversarial proceedings.

The Town also requested that we identify any items that would be excluded from the monthly retainer. Typically, items excluded from legal services retainers are those items which are unpredictable in nature. Thus, the following represent our proposed exclusions:

- Litigation, ADR proceedings and any other adversarial matters (*i.e.*, contested matters, including administrative proceedings and enforcement actions);
- Disbursements (all at firm cost = no markup): court filing fees; court reporter fees; State Marshal service of process fees; overnight mail services; certified mail; color copies; oversized copies; B&W copy jobs over 100 copies; parking expenses at Court; other direct expenses authorized by client in advance;
- Attendance at more than 1 meeting per month of any public agency of the Town other than the Town Council (attendance at Town Council meetings included in retainer); and
- Public hearings, other than those associated with Town Council meetings.

As I indicated during the interview on March 4th, we are focused on delivering value to the Town. We recognize that the Town seeks cost-effective representation and wants to ensure that any billing arrangement is in the best interest of the Town. With this in mind, we propose the following method of reconciling the retainer:

We will track all time and provide monthly statements to the Town. On a quarterly, semi-annual or annual basis (at the Town's choice), we will provide a written analysis/comparison of the time actually spent to the amount of the retainer and **credit the Town if we spend less time than reflected by the retainer amount.**

Respectfully submitted,

By: /s/ Jeffrey M. Donofrio
Jeffrey M. Donofrio
JDonofrio@cd-LLP.com
Ciulla & Donofrio, LLP
127 Washington Avenue
P.O. Box 219
North Haven, CT 06473
Tel: (203) 239-9828
Fax: (203) 234-0379

Memo

To: Town of Berlin
From: Jeffrey M. Donofrio, Esq.
Date: April 25, 2016
Re: Monthly Retainer Proposal for Town Attorney Services

On April 21, 2016, we received a request from the Town, through its Purchasing Agent, for clarification as to our proposed monthly retainer. Specifically, the Town inquired as follows:

(1) In year 1 of the contract, the Town Attorney will be involved in Charter Revision. The Commission has already convened and is meeting regularly through at least June 2016. Please specify whether there is any difference in fees due to Charter Revision involvement, and, if so, please estimate what the increased fees due to this involvement are.

(2) Please clarify which meetings are included in the price quoted. Please specifically note if you will attend all Town Council meetings (generally every other Tuesday) as part of the base fee and whether or not any other commission meetings would be included or would be charged as additional fees.

With regard to Charter Revision services, I note from a review of Town Council meeting minutes that the Town likely desires a May 17th commencement date for the Town Attorney services. I note from the minutes of the Charter Revision Commission's organizational meeting that it has scheduled 18 meetings, with 7 to occur prior to May 17th and 4 being categorized as "if necessary." It is difficult to estimate the amount of legal services to be expended from May 17th forward because (1) I do not know the scope of the proposed Charter revision(s) and (2) I do not know how far along the Commission will be if and when we assume the role of counsel. Notwithstanding the foregoing, we are willing to include the Charter Revision Commission meetings through and including June 14, 2016 under our proposed retainer. We are also willing to include our attendance at the July Commission meeting and one August Commission meeting under our proposed retainer. If our attendance is required at additional meetings in August or thereafter, we propose to bill hourly. Please keep in mind that per our Monthly Retainer proposal, we will track all time and provide monthly statements to the Town. On a quarterly, semi-annual or annual basis (at the Town's choice), we will provide a written reconciliation of the time actually spent

vs. the amount of the retainer and **credit the Town if we spend less time than reflected by the retainer amount.**

With regard to the second question, on March 29th, I posed the following question to the Town's Purchasing Agent, via e-mail: "Other than attendance at Town Council meetings, is the Town Attorney expected to regularly attend the monthly meetings of other boards/commissions/committees of the Town?" The Town's answer to the foregoing question was "The Town Attorney would not be expected to attend any Commission meetings on a regular basis, but it might be necessary from time to time if an issue comes up requiring legal guidance."

Based on the foregoing answer, we included (*in addition to* attendance at all Town Council meetings) attendance at one board/commission meeting per month in our retainer proposal. If our attendance is required at additional meetings (*i.e.*, in addition to all Town Council meetings plus one other board/commission meeting per month), we will not charge the Town for a few hours of additional meeting attendance in a given month. If attendance at additional meetings exceeds a few hours in a given month, we propose to bill hourly for such time. Again, **because of our proposed time reconciliation system, if the Town has unused time under the monthly retainer, we will issue a credit and the credit would fund any hourly billing up to the amount of the credit.**

Respectfully submitted,

By: /s/ Jeffrey M. Donofrio
Jeffrey M. Donofrio
JDonofrio@cd-LLP.com
Ciulla & Donofrio, LLP
127 Washington Avenue
P.O. Box 219
North Haven, CT 06473
Tel: (203) 239-9828
Fax: (203) 234-0379

AMENDMENT TO LEGAL SERVICES AGREEMENT

This Amendment to Legal Services Agreement is made as of the 21 day of November 2017 by and between the **Town of Berlin**, Connecticut, a municipality organized and existing under the laws of the State of Connecticut ("Town") and **Ciulla & Donofrio, LLP**, a Connecticut limited liability partnership with a principal place of business at 127 Washington Avenue, North Haven, CT 06473 ("Firm") (the Town and the Firm are sometimes hereinafter referred to collectively as the "Parties").


WITNESSETH:

1. The Town and the Firm entered into a Legal Services Agreement, effective June 1, 2016, whereby the Town engaged the Firm to serve as the Town Attorney for the period of June 1, 2016 through November 21, 2017 ("Agreement").
2. The Town and the Firm desire to extend the term of the Agreement.
3. On November 21, 2017, the Town Council for the Town of Berlin did approve, by unanimous vote, an extension of the term of the Agreement for a period of two (2) years, through and including the organizational meeting of the Town Council following the 2019 general municipal election.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

THIS AGREEMENT entered into as of the day and year first written above.

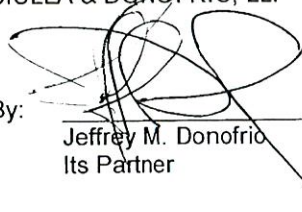
TOWN
TOWN OF BERLIN

By:

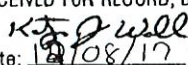

Mark H. Kaczynski
Its Mayor

FIRM
CIULLA & DONOFRIO, LLP

By:


Jeffrey M. Donofrio
Its Partner

RECEIVED FOR RECORD, BERLIN TOWN CLERK

 Kathryn J. Wall
Date: 12/08/17 Time: 8:55 AM

SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT

This Amendment to Legal Services Agreement is made as of the 26th day of November 2019 by and between the **Town of Berlin**, Connecticut, a municipality organized and existing under the laws of the State of Connecticut ("Town") and **Ciulla & Donofrio, LLP**, a Connecticut limited liability partnership with a principal place of business at 127 Washington Avenue, North Haven, CT 06473 ("Firm") (the Town and the Firm are sometimes hereinafter referred to collectively as the "Parties").

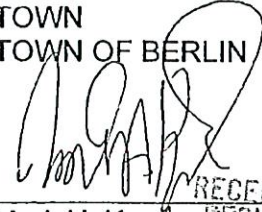
WITNESSETH:

1. The Town and the Firm entered into a Legal Services Agreement, effective June 1, 2016, whereby the Town engaged the Firm to serve as the Town Attorney for the period of June 1, 2016 through November 21, 2017 ("Agreement").
2. The Town and the Firm executed an Amendment to Legal Services Agreement, dated November 21, 2017, whereby the parties extended the term of the Agreement through and including the organizational meeting of the Town Council following the 2019 general municipal election.
3. The Town and the Firm desire to extend the term of the Agreement.
4. On November 19, 2019, the Town Council for the Town of Berlin did approve, by unanimous vote, an extension of the term of the Agreement for a period of two (2) years, through and including the organizational meeting of the Town Council following the 2021 general municipal election.
5. All other terms and conditions of the Agreement shall remain in full force and effect.


THIS AGREEMENT entered into as of the day and year first written above.

TOWN
TOWN OF BERLIN

By:


Mark H. Kaczynski
Its Mayor

RECEIVED FOR RECORD
BERLIN TOWN CLERK
2019 NOV 27 AM 9:03


Kathy Glaser
BERLIN, CT.

FIRM
CIULLA & DONOFRIO, LLP

By:


Jeffrey M. Donofrio
Its Partner

THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT

This Amendment to Legal Services Agreement is made as of the ____ day of November 2021 by and between the **Town of Berlin**, Connecticut, a municipality organized and existing under the laws of the State of Connecticut ("Town") and **Ciulla & Donofrio, LLP**, a Connecticut limited liability partnership with a principal place of business at 127 Washington Avenue, North Haven, CT 06473 ("Firm") (the Town and the Firm are sometimes hereinafter referred to collectively as the "Parties").

WITNESSETH:

1. The Town and the Firm entered into a Legal Services Agreement, effective June 1, 2016, whereby the Town engaged the Firm to serve as the Town Attorney for the period of June 1, 2016 through November 21, 2017 ("Agreement").
2. The Town and the Firm executed an Amendment to Legal Services Agreement, dated November 21, 2017, whereby the Parties extended the term of the Agreement through and including the organizational meeting of the Town Council following the 2019 general municipal election.
3. The Town and the Firm executed an Amendment to Legal Services Agreement, dated November 26, 2019, whereby the Parties extended the term of the Agreement through and including the organizational meeting of the Town Council following the 2021 general municipal election.
4. The Town and the Firm desire to extend the term of the Agreement.
5. On November 16, 2021, the Town Council for the Town of Berlin did approve, by unanimous vote, an extension of the term of the Agreement for a period of two (2) years, through and including the organizational meeting of the Town Council following the 2023 general municipal election.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

THIS AGREEMENT entered into as of the day and year first written above.

TOWN
TOWN OF BERLIN

FIRM
CIULLA & DONOFRIO, LLP

By: _____
Mark H. Kaczynski
Its Mayor

By: _____
Jeffrey M. Donofrio
Its Partner

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 22, 2021

SUBJECT: Approval of Easements on Town Pump Station Property at 436 Berlin Turnpike

SUMMARY:

The Berlin Turnpike Sewer Station located at 436 Berlin Turnpike is the largest sanitary pump station of the Berlin Water Control (BWC) district. The pump station is located on a relatively small (0.26-acre) triangular Town parcel largely surrounded by privately-owned land at 404 Berlin Turnpike. Due to the irregular shape and small area of the parcel, the existing pump station is already limited in terms of future expansion. The Developer of the mixed-use project at 404 Berlin Turnpike, BT 2008, LLC, requested shifting an access easement from one portion of the Town parcel to another, in order to construct a connecting access drive west of the pump station, as well as coordinating other elements of his plan. BWC retained DPC Engineering to evaluate options and possible modification to the proposed development around the Town parcel, as well as estimating future land needs for the pump station. After completing its analysis, DPC assisted BWC and Town Staff in working with the Developer and his design team on the easement locations.

The arrangement ultimately worked out is essentially an “easement swap”, in which the Developer would be granted easements for the access road and utilities, retaining wall maintenance, and for the connection and future access and maintenance of a sanitary line to the sanitary manhole located on Town property. In return, the Developer will grant an easement to the Town on the development site for future expansion and maintenance of the pump station, and would relinquish the existing access easement that crosses the northeast corner of the Town parcel. The site plans reviewed and approved by the Planning and Zoning Commission (PZC) on May 20, 2021 reflect the easement swap on and around the pump station property. The PZC’s accompanying Notice of Decision included a condition for the Developer to coordinate new or modified easement agreements related to the Town pump station property with Town Staff and Corporation Counsel, and to file these with the Town Clerk prior to conveyance or occupancy of any portion of the development.

The enclosed easement map shows three (3) easements in favor of BT 2008, LLC, as well as one (1) easement in favor of the Town and the existing access easement on Town land to be extinguished. Staff (in coordination with the Berlin Water Control Commission) and Corporation Counsel have reviewed and approved the easement map and the four (4) attached easement descriptions, and recommend that the Town Manager be authorized to execute the referenced easements for recording with the Town Clerk, along with the associated easement map.

ACTION NEEDED:

Move to authorize Corporation Counsel to finalize and the Town Manager to sign the four (4) easement documents for the Berlin Pump Station Property located at 436 Berlin Turnpike, as shown on the Proposed Easement Map prepared for BT 2008, LLC, 404 Berlin Turnpike, Berlin Connecticut prepared by The Bongiovanni Group, Inc and dated October 14, 2021; and to approve the recording of this map and the easements with the Town Clerk.

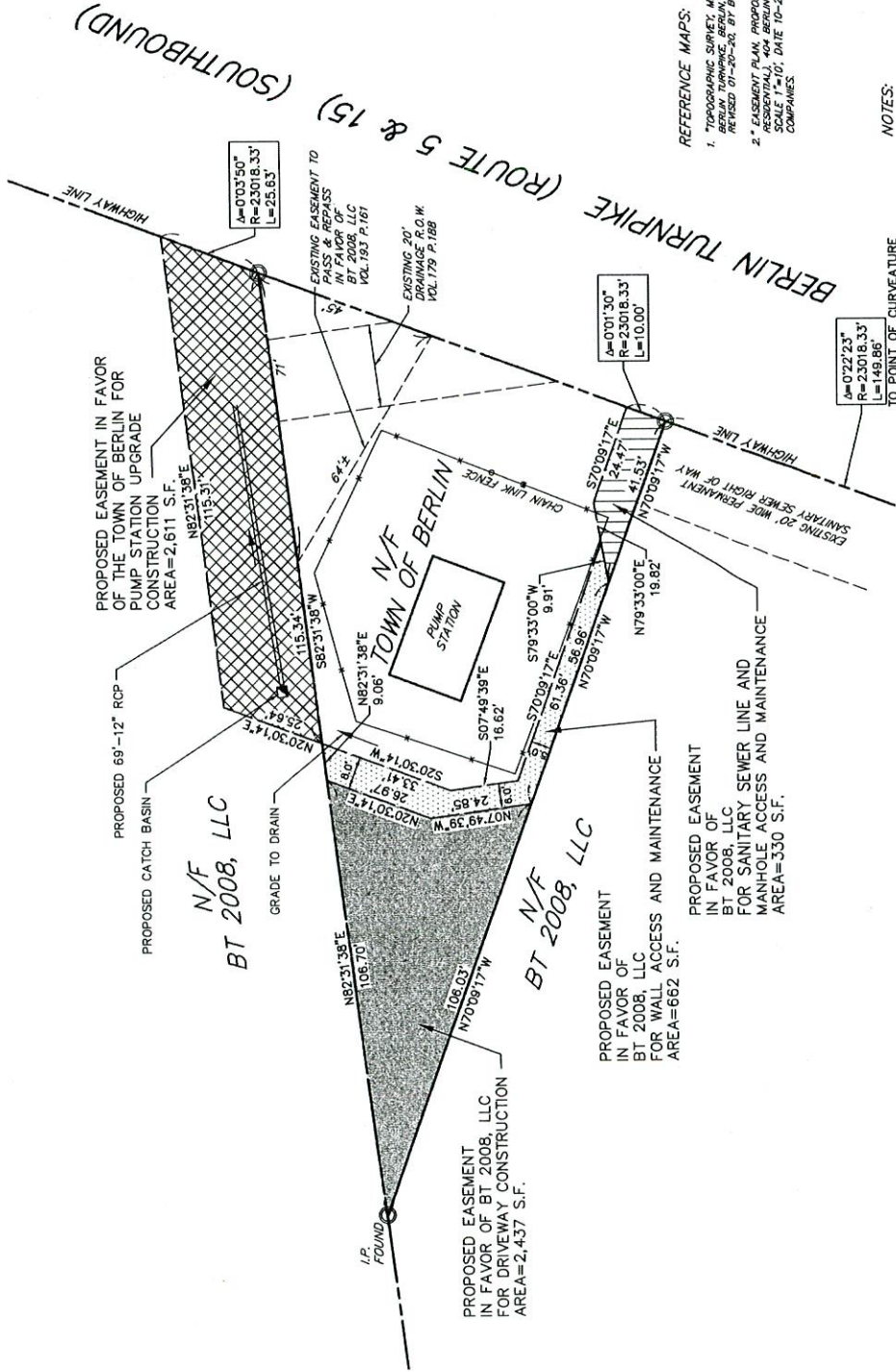
ATTACHMENTS:

- 1) Easement Map dated October 14, 2021
- 2) Access Easement
- 3) Wall Access and Maintenance Easement
- 4) Sewer Line and Manhole Access and Maintenance Easement
- 5) Pump Station Easement

PREPARED BY:

Ray Jarema, P.E., Water Control Manager
Michael S. Ahern, P.E., Director of Public Works





REFERENCE MAPS:

1. TOPOGRAPHIC SURVEY, MAP SHOWING PROPERTY OF BT 2008, LLC, 404 BERLIN TURNPIKE, BERLIN, CONNECTICUT, DATE: 08-22-18, SCALE: 1"=40', REVISION: 01-20-20, BY: THE BONDHANN GROUP, INC., LAND SURVEYORS.
2. EASEMENT PLAN, PROPOSED MIXED-USE DEVELOPMENT (COMMERCIAL & RESIDENTIAL), 404 BERLIN TURNPIKE, BERLIN, CONNECTICUT, SHEET 6A-1, SCALE: 1"=10', DATE: 10-22-2020, REVISION: 10-08-2021, BY: BT 2008, LLC.

NOTES:

1. THIS SURVEY WAS PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300-1 THROUGH 20-300-20, AS REVISED.
2. THIS MAP IS VALID ONLY IF IT BEARS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE UNDERSIGNED LAND SURVEYOR.

TYPE OF SURVEY: EASEMENT MAP

BOUNDARY DETERMINATION CATEGORY: RESURVEY

CLASS OF HORIZONTAL ACCURACY: A-2

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

SURVEYOR'S SIGNATURE: *[Signature]* DATE: 10-14-2021 LICENSE NUMBER: 14649

GRAPHIC SCALE
 (IN FEET)
 1 inch = 20 ft.



Return to:
Alter & Pearson, LLC
P.O. Box 1530
Glastonbury, CT 06033

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the TOWN OF BERLIN, a municipal corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut (hereinafter referred to as the "Grantor"), for the consideration of a Pump Station Easement received from BT 2008, LLC, and recorded at Volume _____, Page _____ of the Berlin Land Records, and other valuable considerations received to its full satisfaction, does hereby give, grant, bargain, sell, and confirm unto the **BT 2008, LLC**, a Connecticut limited liability company having its principal place of business in the Town of Rocky Hill, County of Hartford, and State of Connecticut (hereinafter referred to as the "Grantee"), its successors and assigns forever, an easement for right-of-way and easement on, over, under and through the westerly portion of land of the Grantor, for the benefit of Grantee, to allow for construction, installation, maintenance and repair of a driveway, sidewalks, utilities, grading, drainage, lighting, landscaping and signage to permit both pedestrian and vehicular traffic to access all other parking areas and lands of the Grantee, its successors and assigns (hereinafter referred to as the "Easement"), said Easement being shown and designated as "PROPOSED EASEMENT IN FAVOR OF BT 2008, LLC FOR DRIVEWAY CONSTRUCTION AREA = 2,437 S.F." and more particularly described on a map or plan filed on the Berlin Land Records titled:

"PROPOSED EASEMENT MAP PREPARED FOR BT 2008, LLC 404 BERLIN TURNPIKE BERLIN, CONNECTICUT THE BONGIOVANNI GROUP, INC. LAND SURVEYORS 170 Pane Road Newington, Conn. 06111 TEL. (860)666-0134 FAX (860)666-3830 Date: 10-14-21 Scale: 1" = 20' Drawn: DJD Checked: AB 11128-ESMT.DWG" (hereinafter "Easement Plan"),

Said Easement is more particularly bounded and described as follows:

Beginning at a point, which point lies S 82°31'38.28" W a distance of 124.4 feet from a proposed iron pin lying in the westerly street line of the Berlin Turnpike (Route 5 & 15);

Thence running S 20°30'14" W a distance of 26.97 feet along land of the Town of Berlin, to a point;

Thence running S 07°49'39" E a distance of 24.85 feet along land of the Town of Berlin, to a point;

Thence running N 70°09'17" W a distance of 106.03 feet along land of the Grantor, to an iron pin found;

Thence running N 82°31'38" E a distance of 106.70 feet along land now or formerly of the Grantor, being the point or place of beginning.

Grantor hereby grants and declares, to the extent described herein, for the benefit of the Grantee, a right-of-way and easement on, over, under and through the Easement, which right-of-way and easement shall be appurtenant to and for the benefit of the Grantee and may be used by the Grantee, its successors, assigns, tenants, licensees, guests, agents and employees. The Easement shall be used by the Grantee, its successors, assigns, tenants, licensees, guests, agents and employees to allow for construction, installation, maintenance and repair of a driveway, sidewalks, utilities, grading, drainage, lighting, landscaping and signage to permit both pedestrian and vehicular traffic to access all other parking areas and lands of the Grantee. The Grantee shall have the right to enter on, over, under and through the Easement for the purpose of maintenance, repair and replacement of the driveway and all appurtenances. When utilizing the Easement, the Grantee shall do so as expeditiously as possible and in a manner to cause the least disturbance to the Grantor.

Grantor may continue to use the Easement in any way that will not prevent the use of the Easement for the purposes described herein. The Grantor shall not erect or allow any structures to be erected on the Easement, nor shall it plant or allow to be planted or grown any large trees or any other obstructions which would prevent the use of the Easement by the Grantee. Grantor may use and, if necessary, temporarily block the access drive portion of the Easement Area to perform maintenance and/or repair work on the Grantor's pump station. In the event that it determines it necessary to temporarily block the access drive portion of the Easement Area to perform maintenance and/or repair work to its pump station, the Grantor shall (1) provide reasonable prior written notice to Grantee, (2) provide appropriate traffic controls while said maintenance or repair work is being performed, and (3) restore any portion of the Easement Area disturbed by the Grantor's work therein to substantially the same condition as existed prior to the commencement of any such activities commensurate, however, with the rights herein conveyed to the Grantee.

Grantee shall maintain the Easement in its present condition or in the condition to which it is improved from time to time, free and clear of obstruction, shall repair the same as necessary, shall keep the same reasonably free and clear of ice and snow, and shall keep the Easement insured with respect to liability. The cost of all necessary repairs, maintenance, snow and ice removal, clearing of the driveway, and insurance thereon shall be paid by the Grantee. The cost for repairing, replacing, maintaining or improving the Easement, shall be paid by the Grantee as set forth above. All repairs, replacement, maintenance or improvements made to the Easement shall be made to a quality suitable to accomplish the purposes for which the Easement has been created.

To the fullest extent permitted by law, Grantee shall defend and indemnify and hold harmless the Grantor and its successors, assigns, tenants, licensees, guests, agents and employees from claims, demands, costs, attorney fees, causes of action and liabilities of every kind whatsoever arising out of or in connection with Grantee's entry upon the Easement. The defense and indemnity shall apply regardless of any active and/or passive negligent act or omission of the Grantor, and its successors, assigns, tenants, licensees and guests, agents and employees, but Grantee shall not be obligated to indemnify any party for claims arising from the negligence or willful misconduct of the Grantor, and its successors, assigns, tenants, licensees, guests, agents and employees. The defense and indemnity set forth herein shall not be limited. All activities undertaken on, over, under and through the Easement, including ingress and egress, shall be at the sole risk of the Grantee.

The right-of-way and easement created herein shall be a permanent right-of-way and easement, and shall bind the Grantor and its successors and assigns, and all subsequent owners and their successors and assigns.

TO HAVE AND TO HOLD the above-granted right, privilege, and authority unto said Grantee and its successors and assigns forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the TOWN OF BERLIN, has hereunto set its hand and seal this _____ day of _____, 2021.

Signed, Sealed and Delivered
in the presence of:

TOWN OF BERLIN

By: _____
_____, Town Manager

Duly Authorized

STATE OF CONNECTICUT :
: ss. Berlin
COUNTY OF HARTFORD :

Before me the undersigned officer, personally appeared _____, who acknowledged himself to be the Town Manager of the TOWN OF BERLIN, a municipal corporation, and that he, as such Town Manager, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Town Manager.

Commissioner of the Superior Court
Notary Public
My commission expires: _____

Return to:

Alter & Pearson, LLC
P.O. Box 1530
Glastonbury, CT 06033

WALL ACCESS AND MAINTENANCE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **TOWN OF BERLIN**, a municipal corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut (hereinafter referred to as the "Grantor"), for the consideration of a Pump Station Easement received from BT 2008, LLC, and recorded at Volume _____, Page _____ of the Berlin Land Records, and other valuable considerations received to its full satisfaction, does hereby give, grant, bargain, sell, and confirm unto the **BT 2008, LLC**, a Connecticut limited liability company having its principal place of business in the Town of Rocky Hill, County of Hartford, and State of Connecticut (hereinafter referred to as the "Grantee"), its successors and assigns forever, an easement for right-of-way and easement on, over, under and through a portion of land of the Grantor, for the benefit of Grantee, to allow for access to and maintenance of a retaining wall (hereinafter referred to as the "Easement"), said Easement being shown and designated as "PROPOSED EASEMENT IN FAVOR OF BT 2008, LLC FOR WALL ACCESS AND MAINTENANCE AREA = 662 S.F." and more particularly described on a map or plan filed on the Berlin Land Records titled:

"PROPOSED EASEMENT MAP PREPARED FOR BT 2008, LLC 404 BERLIN TURNPIKE BERLIN, CONNECTICUT THE BONGIOVANNI GROUP, INC. LAND SURVEYORS 170 Pane Road Newington, Conn. 06111 TEL. (860)666-0134 FAX (860)666-3830 Date: 10-14-21 Scale: 1" = 20' Drawn: DJD Checked: AB 11128-ESMT.DWG" (hereinafter "Easement Plan"),

Said Easement is more particularly bounded and described as follows:

Beginning at a point, which point lies S 82°31'38" E a distance of 124.4 feet from a point lying in the westerly street line of the Berlin Turnpike (Route 5 & 15), which point marks the northwest corner of land of the Grantor;

Thence running N 82°31'38" E a distance of 9.06 feet to a point;

Thence running S 20°30'14" W a distance of 33.41 to a point;

Thence running S 07°49'39" E a distance of 16.62 feet to a point;

Thence running S 70°09'17" E a distance of 61.36 feet to a point

Thence running S 79°33'00" W a distance of 9.91 feet to a point;

Thence running N 70°09'17" W a distance of 56.96 feet to a point;

Thence running N 07°49'39" W a distance of 24.85 feet to a point;

Thence running N 20°30'14" E a distance of 26.97 feet to a point, being the point or place of beginning

Grantor hereby grants and declares, to the extent described herein, for the benefit of the Grantee, a right-of-way and easement on, over, under and through the Easement, which right-of-way and easement shall be appurtenant to and for the benefit of the Grantee and may be used by the Grantee, its successors, assigns, tenants, licensees, guests, agents and employees. The Easement shall only be used by the Grantee, its successors, assigns, tenants, licensees, guests, agents and employees to allow for access to, and maintenance of, the Grantee's retaining wall located on the adjacent property to the south and west of the Easement Area. The Grantee shall have the right to enter on, over, under and through the Easement for the purpose of maintenance, of the Grantee's retaining wall. When utilizing the Easement, the Grantee shall do so as expeditiously as possible and in a manner to cause the least disturbance to the Grantor. Grantee shall also grade the Easement Area to the northwest, in order to drain the stormwater towards the catch basin located on land of the Grantee.

Grantor may continue to use the Easement in any way that will not prevent the use of the Easement for the purposes described herein. The Grantor shall not erect or allow any structures to be erected on the Easement, nor shall it plant or allow to be planted or grown any large trees or any other obstructions which would prevent the use of the Easement by the Grantee. Grantor may use and, if necessary, temporarily block portions of the Easement Area to perform maintenance and/or repair work on the Grantor's pump station. In the event that it determines it necessary to temporarily block the certain portions of the Easement Area to perform maintenance and/or repair work to its pump station, the Grantor shall (1) provide reasonable prior written notice to Grantee, , and (2) restore any portion of the Easement Area disturbed by the Grantor's work therein to substantially the same condition as existed prior to the commencement of any such activities commensurate, however, with the rights herein conveyed to the Grantee.

Grantee shall maintain the Easement in its present condition or in the condition to which it is improved from time to time, free and clear of obstruction, shall repair the same as necessary, shall keep the same reasonably free and clear of ice and snow, and shall keep the Easement insured with respect to liability. The cost of all necessary repairs, maintenance, snow and ice removal, and insurance thereon shall be paid by the Grantee. The cost for repairing, replacing, maintaining or improving the Easement, shall be paid by the Grantee as set forth above. All repairs, replacement, maintenance or improvements made to the Easement shall be made to a quality suitable to accomplish the purposes for which the Easement has been created.

To the fullest extent permitted by law, Grantee shall defend and indemnify and hold harmless the Grantor and its successors, assigns, tenants, licensees, guests, agents and employees from claims, demands, costs, attorney fees, causes of action and liabilities of every kind whatsoever arising out of or in connection with Grantee's entry upon the Easement. The defense and indemnity shall apply regardless of any active and/or passive negligent act or omission of the Grantor, and its successors, assigns, tenants, licensees and guests, agents and employees, but Grantee shall not be obligated to indemnify any party for claims arising from the negligence or willful misconduct of the Grantor, and its successors, assigns, tenants, licensees, guests, agents and employees. The defense and indemnity set forth herein shall not be limited. All activities

undertaken on, over, under and through the Easement, including ingress and egress, shall be at the sole risk of the Grantee.

The right-of-way and easement created herein shall be a permanent right-of-way and easement, and shall bind the Grantor and its successors and assigns, and all subsequent owners and their successors and assigns.

TO HAVE AND TO HOLD the above-granted right, privilege, and authority unto said Grantee and its successors and assigns forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the TOWN OF BERLIN, has hereunto set its hand and seal this _____ day of _____, 2021.

Signed, Sealed and Delivered
in the presence of:

TOWN OF BERLIN

By: _____
_____, Town Manager
Duly Authorized

STATE OF CONNECTICUT :
: ss. Berlin
COUNTY OF HARTFORD :

Before me the undersigned officer, personally appeared _____, who acknowledged himself to be the Town Manager of the TOWN OF BERLIN, a municipal corporation, and that he, as such Town Manager, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Town Manager.

Commissioner of the Superior Court
Notary Public
My commission expires: _____

Return to:
Alter & Pearson, LLC
P.O. Box 1530
Glastonbury, CT 06033

SEWER LINE AND MANHOLE ACCESS
AND MAINTENANCE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **TOWN OF BERLIN**, a municipal corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut (hereinafter referred to as the "Grantor"), for the consideration of a Pump Station Easement received from BT 2008, LLC, and recorded at Volume _____, Page _____ of the Berlin Land Records, and other valuable considerations received to its full satisfaction, does hereby give, grant, bargain, sell, and confirm unto the **BT 2008, LLC**, a Connecticut limited liability company having its principal place of business in the Town of Rocky Hill, County of Hartford, and State of Connecticut (hereinafter referred to as the "Grantee"), its successors and assigns forever, an easement for right-of-way and easement on, over, under and through a portion of land of the Grantor, for the benefit of Grantee, to allow for access to and maintenance of a sanitary sewer line (hereinafter referred to as the "Easement"), said Easement being shown and designated as "PROPOSED EASEMENT IN FAVOR OF BT 2008, LLC FOR SANITARY SEWER LINE AND MANHOLE ACCESS AND MAINTENANCE AREA = 330 S.F." and more particularly described on a map or plan filed on the Berlin Land Records titled:

"PROPOSED EASEMENT MAP PREPARED FOR BT 2008, LLC 404 BERLIN TURNPIKE BERLIN, CONNECTICUT THE BONGIOVANNI GROUP, INC. LAND SURVEYORS 170 Pane Road Newington, Conn. 06111 TEL. (860)666-0134 FAX (860)666-3830 Date: 10-14-21 Scale: 1" = 20' Drawn: DJD Checked: AB 11128-ESMT.DWG" (hereinafter "Easement Plan"),

Said Easement is more particularly bounded and described as follows:

Beginning at an iron pin to be set in the westerly street line of the Berlin Turnpike (Route 5 & 15), which iron pin to be set marks the southeast corner of land of the Grantor;

Thence running N 70°09'17" W a distance of 41.53 feet to a point;

Thence running N 79°33'00" E a distance of 9.91 to a point;

Thence running S 70°09'17" E a distance of 24.47 feet to a point, in the westerly street line of the Berlin Turnpike (Route 5 & 15);

Thence running along the arc of a curve to the left having a delta of 0°01'30", having a radius of 23018.33 feet, and a length of 10.00 feet to an iron pin to be set, being the point or place of beginning.

Grantor hereby grants and declares, to the extent described herein, for the benefit of the Grantee, a right-of-way and easement on, over, under and through the Easement, which right-of-

way and easement shall be appurtenant to and for the benefit of the Grantee and may be used by the Grantee, its successors, assigns, tenants, licensees, guests, agents and employees. The Easement shall only be used by the Grantee, its successors, assigns, tenants, licensees, guests, agents and employees to allow for the installation of, and access to, a sanitary sewer line and manhole within the Easement Area. The Grantee shall have the right to enter on, over, under and through the Easement Area for the purpose of installation and maintenance of the sanitary sewer line and manhole. When utilizing the Easement, the Grantee shall do so as expeditiously as possible and in a manner to cause the least disturbance to the Grantor.

Grantor may continue to use the Easement in any way that will not prevent the use of the Easement for the purposes described herein. The Grantor shall not erect or allow any structures to be erected on the Easement, nor shall it plant or allow to be planted or grown any large trees or any other obstructions which would prevent the use of the Easement by the Grantee. Grantor may use and, if necessary, temporarily block portions of the Easement Area to perform maintenance and/or repair work on the Grantor's pump station. In the event that it determines it necessary to temporarily block the certain portions of the Easement Area to perform maintenance and/or repair work to its pump station, the Grantor shall (1) provide reasonable prior written notice to Grantee, , and (2) restore any portion of the Easement Area disturbed by the Grantor's work therein to substantially the same condition as existed prior to the commencement of any such activities commensurate, however, with the rights herein conveyed to the Grantee.

Grantee shall maintain the Easement in its present condition or in the condition to which it is improved from time to time, free and clear of obstruction, shall repair the same as necessary, shall keep the same reasonably free and clear of ice and snow, and shall keep the Easement insured with respect to liability. The cost of all necessary repairs, maintenance, snow and ice removal, and insurance thereon shall be paid by the Grantee. The cost for repairing, replacing, maintaining or improving the Easement, shall be paid by the Grantee as set forth above. All repairs, replacement, maintenance or improvements made to the Easement shall be made to a quality suitable to accomplish the purposes for which the Easement has been created.

To the fullest extent permitted by law, Grantee shall defend and indemnify and hold harmless the Grantor and its successors, assigns, tenants, licensees, guests, agents and employees from claims, demands, costs, attorney fees, causes of action and liabilities of every kind whatsoever arising out of or in connection with Grantee's entry upon the Easement. The defense and indemnity shall apply regardless of any active and/or passive negligent act or omission of the Grantor, and its successors, assigns, tenants, licensees and guests, agents and employees, but Grantee shall not be obligated to indemnify any party for claims arising from the negligence or willful misconduct of the Grantor, and its successors, assigns, tenants, licensees, guests, agents and employees. The defense and indemnity set forth herein shall not be limited. All activities undertaken on, over, under and through the Easement, including ingress and egress, shall be at the sole risk of the Grantee.

The right-of-way and easement created herein shall be a permanent right-of-way and easement, and shall bind the Grantor and its successors and assigns, and all subsequent owners and their successors and assigns.

TO HAVE AND TO HOLD the above-granted right, privilege, and authority unto said Grantee and its successors and assigns forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the TOWN OF BERLIN, has hereunto set its hand and seal this _____ day of _____, 2021.

Signed, Sealed and Delivered
in the presence of:

TOWN OF BERLIN

By: _____, Town Manager

Duly Authorized

STATE OF CONNECTICUT :
: ss. Berlin
COUNTY OF HARTFORD :

Before me the undersigned officer, personally appeared _____, who acknowledged himself to be the Town Manager of the TOWN OF BERLIN, a municipal corporation, and that he, as such Town Manager, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Town Manager.

Commissioner of the Superior Court
Notary Public
My commission expires: _____

Return to:

Alter & Pearson, LLC
P.O. Box 1530
Glastonbury, CT 06033

PUMP STATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **BT 2008, LLC**, a Connecticut limited liability company having its principal place of business in the Town of Rocky Hill, Glastonbury, County of Hartford, and State of Connecticut (hereinafter referred to as the "Grantor"), for the consideration of an Access Easement, a Sewer Line and Manhole Access and Maintenance Easement, and a Wall Access and Maintenance Easement received from the Town of Berlin, and recorded at Volume _____, Page _____; Volume _____, Page _____; and Volume _____, Page _____, respectively, of the Berlin Land Records, and other valuable considerations received to its full satisfaction, does hereby give, grant, bargain, sell, and confirm unto the **TOWN OF BERLIN**, a municipal corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut (hereinafter referred to as the "Grantee"), its successors and assigns forever, an easement for construction and improvements to upgrade the Town's adjacent pump station, as set forth below (hereinafter referred to as the "Easement"), said Easement is located along the westerly side of the Berlin Turnpike (Route 5 & 15) being shown and designated as "PROPOSED EASEMENT IN FAVOR OF THE TOWN OF BERLIN FOR PUMP STATION UPGRADE CONSTRUCTION, 2,611 S.F." and more particularly described on a map or plan filed on the Berlin Land Records titled:

"PROPOSED EASEMENT MAP PREPARED FOR BT 2008, LLC 404 BERLIN TURNPIKE BERLIN, CONNECTICUT THE BONGIOVANNI GROUP, INC. LAND SURVEYORS 170 Pane Road Newington, Conn. 06111 TEL. (860)666-0134 FAX (860)666-3830 Date: 10-14-21 Scale: 1" = 20' Drawn: DJD Checked: AB 11128-ESMT.DWG" (hereinafter "Easement Plan"),

Said Easement is more particularly bounded and described as follows:

Beginning at a proposed iron pin lying in the westerly street line of the Berlin Turnpike (Route 5 & 15), which point also marks the northeasterly corner of land now or formerly of the Town of Berlin;

Thence running S 82°31'38" W a distance of 115.34 feet along land now or formerly of the Town of Berlin, to a point;

Thence running N 20°30'14" E a distance of 25.64 feet along land now or formerly of the Grantor, to a point;

Thence running N 82°31'38" E a distance of 115.31 feet along land now or formerly of the Grantor, to a point;

Thence running along the arc of a curve to the left, having a radius of 23018.33 feet, a delta of 0°03'50" a distance of 25.63 feet along the street line of the Berlin Turnpike (Route 5 & 15), being the point or place of beginning (hereinafter "Easement Area").

Within said Easement, the Grantee shall have the right to construct, maintain, inspect, protect, use, operate, alter, modify, repair, reconstruct and replace its sanitary sewer pump station and any and all appurtenances thereto or modifications thereof (collectively hereinafter referred to as the "Pump Station Expansion") including, but not by way of limitation, manholes, siphons, embankments, and sewage tanks and valves, and to enter in and upon said parcel, to excavate, fill, operate equipment, install material, pass and repass over said parcel for any and all of said purposes, whether or not said purposes or functions are required to be performed within said parcel or adjoining parcels, and to perform any other activities incidental to the foregoing purposes or functions.

The Grantee shall have the right within said Easement to remove any and all structures, to cut and remove any trees, shrubs, plants and bushes, and to perform any other work necessary for the construction, maintenance, inspection, protection, use, operation alteration, modification, repair, reconstruction or replacement of the Pump Station Expansion.

The Grantor shall not erect or allow to be erected, any building or structures in the Easement, but may grade, excavate, install utilities, including stormwater improvements, and perform any other work as approved by the Town of Berlin Planning and Zoning Commission in a Special Permit recorded on the Berlin Land Records (the "Special Permit"), and on the approved plans recorded also recorded on the Berlin Land Records ("the Approved Plans").

Grantor shall install the drainage improvements as show on the Easement Plan as "PROPOSED CATCH BASIN" and "PROPOSED 69' - 12" RCP". Grantee shall have the right to drain its stormwater into the proposed catch basin in the Easement Area.

The Grantee covenants and agrees with the Grantor that it will, subsequent to any present or future construction, maintenance, inspection, protection, use, operation, alteration, modification, repair or replacement of said Pump Station Expansion, restore the land or property, exclusive of any structures, trees, shrubs, plants and bushes, of the Grantor herein, to substantially the same condition as existed prior to the commencement of any such activities commensurate, however, with the rights herein conveyed to the Grantee.

To the fullest extent permitted by law, Grantee shall defend and indemnify and hold harmless the Grantor and its successors, assigns, tenants, licensees, guests, agents and employees from claims, demands, costs, attorney fees, causes of action and liabilities of every kind whatsoever arising out of or in connection with Grantee's entry upon the Easement. The defense and indemnity shall apply regardless of any active and/or passive negligent act or omission of the Grantor, and its successors, assigns, tenants, licensees and guests, agents and employees, but Grantee shall not be obligated to indemnify any party for claims arising from the negligence or willful misconduct of the Grantor, and its successors, assigns, tenants, licensees, guests, agents and employees. The defense and indemnity set forth herein shall not be limited. All activities

undertaken on, over, under and through the Easement, including ingress and egress, shall be at the sole risk of the Grantee.

This Agreement shall not be modified unless agreed to by the parties in writing.

TO HAVE AND TO HOLD the above-granted right, privilege, and authority unto said Grantee and its successors and assigns forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal this _____ day of _____, 2021.

Signed, Sealed, and Delivered
in the presence of:

BT 2008, LLC

_____(L.S.)
By: The D'Addeo Family Limited Liability
Company, its Member
By: Peter D'Addeo, its Managing Member

STATE OF CONNECTICUT)
) ss. Rocky Hill
COUNTY OF HARTFORD)

Personally, appeared Peter D'Addeo, Managing Member of The D'Addeo Family Limited Liability Company, the Member of BT 2008, LLC, as aforesaid signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as said Manager, and the free act and deed as said limited liability company, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: