

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 31, 2023

SUBJECT: LOTCIP Road Project – Bid Waiver for Fuss & O'Neill to Provide Design Services During Construction

SUMMARY:

The Town has received \$5.47 million from the Connecticut Department of Transportation (DOT) to fund road improvements through the Local Transportation Capital Improvement Program (LOTICIP) for three Town roadways: Christian Lane, Deming Road, and Porters Pass. This 2.57-mile paving and road improvement project was publicly bid, and the construction contract awarded to Tilcon Connecticut, Inc of New Britain, CT (Tilcon). The Town also awarded the construction administration and inspection contract to SLR International Corporation of Glastonbury, CT (SLR). Construction activities are scheduled to begin in the spring of 2023, and Public Works Staff, SLR, and Tilcon are currently coordinating on required utility relocations, submittals review, and other advance work.

The design engineer for this project, Fuss & O'Neill out of Manchester CT, completed their original scope of work once the construction contract was awarded to Tilcon. Staff (in coordination with SLR) request that Fuss & O'Neill provide design assistance during construction, to deal with such items as shop drawing/submittals review, substitution requests, contractor requests for information, providing CAD files and survey control points, and to provide designer sign-offs and other certifications during project close-out. The proposed approach will be that SLR and Fuss & O'Neill will be working in tandem during the construction phase, with SLR providing full-time construction inspection services and Fuss & O'Neill assisting as needed. SLR will be paid from the LOTICIP funds already received, and Fuss & O'Neill will be paid from funds set aside for this project in the Town's Bonded Road Improvement account (No. 140.20.2037.0.54000.00515 – see attached Sufficiency of Funds). (The LOTICIP requires Towns to fund design services, including those during construction.) Fuss & O'Neill's proposal is attached, with an estimated fee of \$37,000 of on-call work to be billed on an hourly basis. Staff request a 10% contingency, which brings the total purchase order request to \$41,000.00.

Basis for Bid Waiver Request

- Fuss & O'Neill is the original designer for this project, and is best-suited to address design-related requests from the Tilcon, Town staff, and SLR during construction
- This project includes an innovative Cold-In-Place Recycling technique, and Staff expect questions and requests from Tilcon and its subcontractors on related items
- Involving the original design team in the construction phase will result in the best outcome
- Additional costs for this project were anticipated and set aside by Staff in coordination with the Finance Director, and considering the overall funding already provided by DOT, the requested fee is reasonable for a project this size

ACTION NEEDED:

Move to authorize the Town Manager to contract with Fuss & O'Neill of Manchester CT to provide Design Services During Construction for the LOTICIP Road Project to reconstruct Christian Lane, Deming Road and Porters Pass, for an amount not to exceed \$41,000.00, as this is in the best interest of the Town.

ATTACHMENTS:

Fuss & O'Neill Proposal (1/27/23, 18 pages)
Sufficiency of Funds

PREPARED BY:

Michael S. Ahern, P.E., Public Works Director/Town Engineer

MSA



FUSS & O'NEILL

January 27, 2023

Michael Ahern, P.E.
Town Engineer and Public Works Director
Town of Berlin
240 Kensington Road
Berlin, CT 06037

Re: Proposal for Transportation Engineering and Related Services
Construction Administration Assistance – Pavement Structure Improvements
Berlin, Connecticut
Fuss & O'Neill Reference No. 20200757.A11

Dear Mr. Ahern:

At your request, we are pleased to provide this agreement to assist with construction administration support for the Pavement Structure Improvements – Porters Pass, Christian Lane, and Deming Road project (L007-0002) approved by the Connecticut Department of Transportation (CTDOT) for funding in the Local Transportation Capital Improvement Program (LOTICIP).

Project Understanding

It is understood that Tilcon Connecticut, Inc. is the General Contractor for this project, and the Town has contracted with SLR International Corporation (SLR) for full-time construction administration and inspection services. Based on construction schedule we have outlined the following details:

1. Construction Duration (per Calendar Day Chart) – 270 calendar days, 9 months
2. Expected Start of Construction – Spring, 2023
3. Anticipated Completion of Construction – Fall, 2023

Project Approach

Fuss & O'Neill (F&O) will provide staff to assist with the required administrative functions associated with the project. These services will be in conformance with CTDOT's policies, procedures, and practices, specifically, the "Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Construction Manual, Office of Construction, 2021"; "Construction Engineering and Inspection Information Pamphlet for Consultants, Connecticut Department of Transportation", dated February 2017; and Materials Testing Manual, 2019, Chapter 7, entitled "Minimum Schedule for Acceptance Testing (LOTICIP)".

146 Hartford Road
Manchester, CT
06040
t 860.646.2469
800.286.2469
f 860.533.5143

www.fando.com

California
Connecticut
Maine
Massachusetts
New Hampshire
New York
Rhode Island
Vermont

\\\\private\\DFS\\ProjectData\\P2020\\0757\\A11\\Proposal\\Construction Administration.docx
Contract

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The Department's Form 818, Construction Manual, and Municipality Manual (if available), will be adhered to.

The Town of Berlin will be responsible to provide a daily inspector (SLR), monitor the Contractor's adherence to Equal Employment Opportunity (EEO) and Affirmative Action rules and regulations; prevailing wage standards; CHRO and/or DBE/SBE requirements and On the Job requirements (OJT) of the Contract and conformance with the policies, procedures, and practices of the Connecticut Department of Transportation's Construction Manual. The town/SLR shall monitor and review all required document submissions; monitor subcontracting requirements; review certified payrolls; perform labor wage checks; verify that DBE/SBE subcontractors are performing a Commercially Useful Function (CUF) for work in which they are certified to perform, and conduct quantity takeoffs for weekly or monthly pay requisitions to the Contractor.

Fuss & O'Neill will perform construction administrative assistance in accordance with the policies and procedures of the State, consistent with the scope of services and schedule described herein.

Scope of Services

Administration and engineering of the project will be performed in accordance with the LOTCIP guidelines. The intent of the LOTCIP guidelines is for the Municipality to have responsibility and control of the construction phase and the resulting quality of the completed work. Unless specific problems become apparent or the Municipality solicits advice, the Department will generally not be involved in the construction phase. Fuss & O'Neill will assist the Town of Berlin with the following activities:

- 1) Design Services
 - a. Shop Drawing and/or Submittal Reviews
 - b. Change Orders
 - i. Plan preparation and/or review only
 - ii. F&O will not participate in decision making of unit pricing adjustments as well as the coordination efforts and documentation of the formal change order process
 - c. Design Revisions
 - d. Request for Information (RFI's) - Responding to RFI's will include providing control points/CAD files, etc. as needed for layout, utility coordination, etc.
- 2) Meetings
 - a. Attend pre-construction meeting
 - b. Site Visits



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- c. Coordination calls/meetings with the Town, inspector (SLR), the General Contractor (GC), utilities, and/or other agencies
 - d. It is assumed F&O will not participate in regularly scheduled construction meetings
- 3) Final certification of completion of construction

Task 01 – Construction Engineering and Administration Assistance

Design Services

Fuss & O'Neill will be responsible for receiving shop drawings details and annotated construction drawings from the Contractor/SLR. Fuss & O'Neill will review all shop drawings required by the construction contract. All shop drawings must be approved by Fuss & O'Neill in advance of fabrication of the construction item.

Throughout the construction period, it is expected that the Contractor will have questions regarding the construction plans, specifications, and unexpected field conditions. Fuss & O'Neill design staff will address these questions. Developing responses may entail field visits, interaction with the contractor, the town, the inspector (SLR), and/or utility companies, as well as the development of working drawings as change orders, if necessary.

Final Construction Certification / Submission

Fuss & O'Neill will assist the Town of Berlin and SLR by reviewing any necessary construction documents in order to submit the following certifications and forms upon completion and acceptance of construction through the COG to the Department's listed contact:

- 1) Acceptance of Project (CON-501L) signed by the COG Official, Municipal Official, and Engineer. A sample of this form is attached.
- 2) Final Materials Certification must be certified by the Engineer. A sample of this form is attached.

Assumptions

Mileage

Employee travel expenses will be limited to project related mileage and is included within this agreement based on the assumed number of site visits. All other travel, lodging, or subsistence



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expenses will only be reimbursed with prior approval by the Town of Berlin and as allowed by the Agreement.

Staffing

Fuss & O'Neill and its Project Team will provide the Town of Berlin with staff resources necessary to satisfy the needs of this contract. Our Project Team will consist of office staff to provide support during the construction phase. Our office staff is very familiar with all aspects of the project having performed the survey, design and permitting components for the project. John Guzze, PE, a senior roadway designer and project manager, will be the primary office contact for the office staff.

Schedule

Our schedule will conform to that of the Contractor. A period of nine months has been included for the completion of construction. As indicated above, our understanding is that the construction period will be 270 calendar days.

Fee - Hourly

We propose a budget of \$37,000 be established for professional services in support of this effort as outlined on the following page. Task 1 will be billed on an hourly basis and this budget would not be exceeded without expressed authorization. Direct costs for any reproductions, mileage, and/or mailings are included in the above cost.

An estimate of 200 hours is established for this activity.

Also, at the completion of the construction project, time is included to assist the town with finalizing the records (ensure all testing, material certifications, and related activities are included). An estimate of 24 hours is established for project closeout and the LOTCIP final package submission.

General Terms and Conditions

Fees are valid for 90 days. If authorization extends beyond this duration, Fuss & O'Neill reserves the right to renegotiate the fee. The attached General Terms and Conditions will apply to the services described above.



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HOURS SCHEDULE & ASSUMPTIONS					
Scope Tasks	Officer Kristen Solloway	Project Manager John Guzze	Staff		
			Sr. Engineer Shawn Leamy and/or Shawn Bearce	Staff Engineer Sylvia Tanski	Admin
Design Services	8	20	40	24	2
Meetings					
Pre-Construction Meeting		3	3		
Site Visits		16 ¹	16 ¹		
Coordination Calls / Meetings		8 ²	8 ²	8 ²	2
Project Closeout / Final Package Submission	8	8	8		
Sub-Totals	16	55	75	32	4
			182		
Project Management		18 ³			
Totals	16	73	75	32	4
Spring 2023 to Fall 2023 - 270 Calendar Days					
1) Assumed 4 site visits, 4 hours per visit including travel time					
2) Assumed 4 meetings / calls, 2 hours per meeting / call					
3) 10% of project scope task hours (182 hrs)					

Unless expressly instructed by the client to the contrary, Fuss & O'Neill will consider the data provided by organizations that are engaged with respect to mapping current climate conditions and follow the recommendations of applicable municipal, state and/or federal guidelines and standards for design, including consideration of project purpose and location, and future climate conditions relevant to the design life and/or anticipated service life or duration of the project, using applicable available data relevant to the project geography.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.



FUSS & O'NEILL

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Thank you for requesting construction administration services from Fuss & O'Neill. We look forward to continuing our work with you on this project.

Sincerely,

John A. Guzze, PE
Project Manager

Reviewed by:

Kristen Solloway, PE
Vice President

Attachments: Final LOTCIP Materials Certification
CON-501L
Authorization to Proceed
General Terms and Conditions



FUSS & O'NEILL

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Appendix J

ConnDOT - LOTCIP
MATERIALS CERTIFICATION

LOTCIP PROJECT NO.: _____

LOTCIP PROJECT DESCRIPTION: _____

MUNICIPALITY: _____

THIS IS TO CERTIFY THAT:

Results of tests on acceptance samples indicate the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with approved plans and specifications and that such results compare favorably with the results of independent assurance sampling and testing.

Exceptions to the plans and specifications are documented in the project records and are also listed below:

- NONE

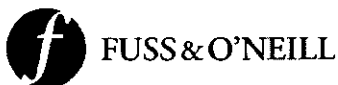
Certified by Designer of Record (PE, licensed in CT):

Signature: _____ Date: _____

Typed Name: _____

Title: _____

License No.: _____



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Appendix K

CERTIFICATE OF ACCEPTANCE OF PROJECT		STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION Bureau of Engineering and Construction	LOT/STATE PROJECT NO(S)
CON-501L			
DESCRIPTION OF CONTRACT			TOWNS
NAME OF HIGHWAY / ROUTE NO.	BEGINNING AT (Specific Location - No Station Nos.)	ENDING AT (Specific Location - No Station Nos.)	
TO CONTRACTOR (Street Address Only - No PO Boxes)			DATE OF AWARD
TYPE OF IMPROVEMENT			DATE WORK ACCEPTED
All work and administrative requirements under the above described contract has been completed in accordance with the plans, specifications, and special provisions of the contract, and is recommended for acceptance in fulfillment of the terms of said contract.			
(1) MUNICIPAL OFFICIAL		NAME / TITLE	DATE
(2) COUNCIL OF GOVERNMENTS OFFICIAL		NAME / TITLE	DATE
THE ABOVE DESCRIBED PROJECT IS HEREBY ACCEPTED AS OF			
The payment of a certified final estimate of the full amount owing, including the reserved amount.			
(3) BY ENGINEER (PE, licensed in CT)		NAME	DATE
OUTLINE			

Instructions:

Addresses:

Include street addresses - not PO Boxes.

Municipal project, provide the mailing (street) address below for the municipal official who signed the CON-501L, and include this with the CON-501L submitted to ConnDOT:

--

Location:

BEGINNING AT / ENDING AT

Include a physical description in addition to available Milepoints - Do NOT use stations.

EX: 1	EX: 2
BEGINNING AT	BEGINNING AT
East Main Street	East Main Street
@ School Street	@ Harris Hill
	I-91 @ EX 3
	BR. 1234
	MP .04
	I-91 @ EX 6
	MP 20.4

- 1) Municipality to fill out form and submit to Engineer for signature of acceptance.
- 2) Municipality obtains signature of COG official.
- 3) Engineer Returns to Municipality for their signature
- 4) Municipality to send completed original form to contractor with copy to ConnDOT

Rev 5/17/21



FUSS & O'NEILL

Authorization to Proceed

Kristen Solloway, PE
Vice President
Fuss & O'Neill
146 Hartford Road
Manchester, CT 06040

Re: Proposal for Transportation Engineering and Related Services
Construction Administration Assistance – Pavement Structure Improvements
Berlin, Connecticut
Fuss & O'Neill Reference No. 20200757.A11

Budget: \$37,000.00

Dear Ms. Solloway:

I hereby authorize Fuss & O'Neill, Inc. to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated January 27, 2023.

Printed Name

Date

Signature

Title

Town of Berlin – please complete information below.

*Submit invoice as follows (✓ one →):		_____ Mail	_____ Email	_____ Online
Billing Contact:	Name:			
	Address:			
	Phone/Email:			
Accounts Payable Contact:	Name:			
	Address:			
	Phone/Email:			
Purchase Order Number:				

** Indicate address, email address and website link if different than already provided.*

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Town of Berlin (Client) and Fuss & O'Neill, Inc. (Consultant) dated January 27, 2023 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules, or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal, or governmental information concerning environmental, atmospheric, and geotechnical conditions and developments. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse, modification, or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet, or transfer any rights (including, but without limitation, moneys that may become due or moneys that are due) under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor

from any duty or responsibility under this Agreement.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation or litigation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Connecticut

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete, or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants

encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies, or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe, or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be

accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made, and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency, pandemics, or epidemics. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box 412889, Boston, MA 02241-2889 or by EFT/ACH transfer to Bank of America, Account #385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client,

suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Connecticut.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. In no event shall Consultant be liable to Client, or any other person or entity, for any delays and/or costs associated with any hidden, unforeseen, or differing

site or subsurface conditions. Any liability for such costs or delays shall be allocated to and remain the sole responsibility of Client. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance, or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance, or omission in Consultant's services. Notice shall include a detailed description of the

nature of the alleged negligent defect, fault, error, non-compliance, or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance, or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools, and methods (including software, patents, copyrights, and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

2023 BILLING RATE SCHEDULE

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Researcher, Clerical	\$ 101
Project Accountant	\$ 123
CAD, Survey, Technician I	\$ 77
CAD, Survey, Technician II	\$ 94
CAD, Survey, Technician III	\$ 109
Engineer, Scientist, Analyst I	\$ 108
Engineer, Scientist, Analyst II	\$ 121
Engineer, Scientist, Analyst III	\$ 141
Senior Engineer, Scientist, Analyst I	\$ 170
Senior Engineer, Scientist, Analyst II	\$ 189
Senior Engineer, Scientist, Analyst III	\$ 212
Associate	\$ 237
Officer	\$ 269
Senior Officer	\$ 323

DIRECT CHARGE SCHEDULE

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	\$100/day plus \$0.35/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	\$0.065/page
Color Copy/Print	\$0.40/page
Electrostatic Copy/Print	\$0.25/Sq.Ft.
Inkjet Plotter Monochrome	\$0.25/Sq.Ft.
Color Plotting	\$1.00/Sq.Ft.
Inkjet Mylar	\$2.50/Sq.Ft.
Binding Materials	At Cost
Payment Processing (e.g. debit or credit card)	3% fee

2023 FIELD EQUIPMENT RATE SCHEDULE

<u>FIELD EQUIPMENT</u>	<u>DAILY RATE</u> (unless otherwise noted)
Air Sampling Pumps	\$ 15
All Terrain Vehicle	\$ 100
Bladder Pumps	\$ 25
Boat	\$ 50
Combustible Gas Indicator (CGI)	\$ 110
Concrete Coring Machine	\$ 250
Cone Penetrometer	\$ 25
Dissolved Oxygen/Temp/pH Meter (YSI-30)	\$ 15
Generators	\$ 50
Hammer Drill	\$ 50
Hand Auger	\$ 25
Hydrogen Sulfide Sensor & Data Logger	\$ 206 per week
IAQ Meter	\$ 80
Interface Probe	\$ 25
Infiltrometer	\$ 25
Low Flow Controller	\$ 50
Metal Detector	\$ 25
Moisture Meter	\$ 80
Mold Air Pump	\$ 15
Multimeters (YSI-600)	\$ 85
Confined Space Meter (Multi-Gas Meter)	\$ 50
Particulate Monitor	\$ 155
Peristaltic Pumps	\$ 20
Petro Flag Sample	\$ 25
Photoionization Detector (OVM/PID)	\$ 75
Soil Gas Sampling Equipment	\$ 100
Soil/Sediment VOC Supplies (Terra Core)	\$ 2 per sample
Soil/Sediment SPLP/TCLP Supplies (Encore)	\$ 10 per sample
Soil Vapor Extraction (SVE) Pilot Test Equipment	\$ 260
Survey Levels	\$ 30
Survey GPS Submeter Receiver	\$ 50
Survey GPS VRS Subcentimeter	\$ 100
Survey Robotic Total Station	\$ 100
Total Organic Vapor Analyzer	\$ 65
Tracer Dye Flow Dilution Equipment	\$ 1,600
Transit Time Flowmeter	\$ 130 per day \$ 520 per week \$ 1,706 per month
Turbidity Meters	\$ 15
Water Level Indicator	\$ 15
XRF	\$ 250



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 31-Jan-23

Purchase Item or Contract: Design services for LOTCIP road project		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Design services for LOTCIP road project, including 10% contingency	\$41,000.00	\$41,000.00
	(Not to exceed \$41,000)		\$0.00
			-
			-
			-
			-
TOTAL			\$41,000.00


Account No. 140.20.2037.0.54000.00515 Bonded Road Improvements

Budgeted Amount.....	\$157,551.20	Available balance.....	\$41,002.45
Encumbrances to Date.....	\$105,355.75	Amount Needed for This Package.....	\$41,000.00
Expenditures to Date.....	\$11,193.00	Available Balance After Purchase.....	\$2.45

Is a budget change needed? ☐ Yes ☒ No

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

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


Finance Director or Assist.Finance Director

or:

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

Finance Director or Assist.Finance Director

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 23, 2023

SUBJECT: Tax Abatement for Priority LLC

Summary of Agenda Item:


Priority LLC has submitted an application for the construction of a 9,500 square foot industrial building at 1865 Orchard Road. This abatement would be based on the increase in assessed value resulting from the real property improvements using the following schedule: 50% in year 1, 40% in year 2, 30% in year 3, 20% in year 4 and 10% in year 5 per the Town's tax abatement policy. The Economic Development Commission recommends that the Town Council approve the tax abatement for Priority LLC.

Actions Needed:

Move to approve a tax abatement for Priority LLC for the construction of a 9,500 square foot building at 1865 Orchard Road of 50% in year 1, 40% in year 2, 30% in year 3, 20% year 4 and 10% in year 5 per the town's tax abatement policy.

Attachments:

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

Prepared By: Christopher Edge, Economic Development Director 

Town of Berlin

Department of Economic Development

Tax Abatement Application

Name of Operating Company: Priority LLC

Name of Parent Company (If applicable): _____

Name of Entity that will own the real estate: Priority LLC

Mailing Address: 381 Allen St New Britain CT 06053

Project Address (If applicable): 1865 Orchard Rd Berlin

Phone Number: 860 827-5004 Email: diana@priorityelectricinc.com

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

Priority Electric & Priority Pool Covers

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

Approx 9500 sq ft New Construction

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

Town of Berlin

Department of Economic Development

Estimated Value of Real Estate Improvements: 1 million + buildout

Estimated Value of Additional Personal Property: 250 K

Number of Jobs to be Retained in Berlin: 20

Number of Jobs to be Created: ?

Additional Details (If needed):

12/29/2022
Date


Signature of Company Representative

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PRO FORMA - PRIORITY LLC

<u>Year</u>	<u>Estimated Assessment Increase</u>	<u>Mill Rate</u>	<u>Real Estate Taxes</u>	<u>Personal Property Taxes</u>	<u>Total Taxes</u>	<u>Tax Abatement</u>	<u>Net Taxes</u>
1	665,000	33.93	\$ 22,563	\$ 2,256	\$ 24,820	\$11,282	\$ 13,538
2	665,000	34.27	\$ 22,789	\$ 2,279	\$ 25,068	\$9,116	\$ 15,952
3	665,000	34.61	\$ 23,017	\$ 2,302	\$ 25,319	\$6,905	\$ 18,414
4	665,000	34.96	\$ 23,247	\$ 2,325	\$ 25,572	\$4,649	\$ 20,922
5	665,000	35.31	\$ 23,480	\$ 2,348	\$ 25,828	\$2,348	\$ 23,480
6	665,000	35.66	\$ 23,714	\$ 2,371	\$ 26,086		\$ 26,086
7	665,000	36.02	\$ 23,952	\$ 2,395	\$ 26,347		\$ 26,347
8	665,000	36.38	\$ 24,191	\$ 2,419	\$ 26,610		\$ 26,610
9	665,000	36.74	\$ 24,433	\$ 2,443	\$ 26,876		\$ 26,876
10	665,000	37.11	\$ 24,677	\$ 2,468	\$ 27,145		\$ 27,145
11	665,000	37.48	\$ 24,924	\$ 2,492	\$ 27,416		\$ 27,416
12	665,000	37.85	\$ 25,173	\$ 2,517	\$ 27,691		\$ 27,691
13	665,000	38.23	\$ 25,425	\$ 2,543	\$ 27,968		\$ 27,968
14	665,000	38.62	\$ 25,679	\$ 2,568	\$ 28,247		\$ 28,247
15	665,000	39.00	\$ 25,936	\$ 2,594	\$ 28,530		\$ 28,530
16	665,000	39.39	\$ 26,195	\$ 2,620	\$ 28,815		\$ 28,815
17	665,000	39.79	\$ 26,457	\$ 2,646	\$ 29,103		\$ 29,103
18	665,000	40.18	\$ 26,722	\$ 2,672	\$ 29,394		\$ 29,394
19	665,000	40.59	\$ 26,989	\$ 2,699	\$ 29,688		\$ 29,688
20	665,000	40.99	\$ 27,259	\$ 2,726	\$ 29,985		\$ 29,985
	Total		\$ 496,825	\$ 49,682	\$ 546,507	\$ 34,300	\$ 512,207

January 23, 2023

Dear Berlin Property Owner,

The Town of Berlin Economic Development Commission has received an application pursuant to its Tax Partnership Program. This involves a phase in of increases in real property taxes resulting from the construction of a 9,500 square foot industrial building at 1865 Orchard Road in Berlin. The applicant, Priority LLC has requested a 5-year tax abatement on the increase in assessment. This abatement will allow Priority Electric to relocate to Berlin and expand their business.

This tax abatement will not increase your taxes, but will give Priority LLC a small tax abatement over the 5 years following the approval.

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

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

Sincerely,

Christopher D. Edge
Economic Development Director

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: January 23, 2023
SUBJECT: Tax Abatement for Quantum of Berlin II LLC

Summary of Agenda Item:

Quantum of Berlin II LLC has submitted an application for the construction of 22,500 square foot indoor basketball facility at 500 Four Rod Road in Berlin. This new building will be on the parcel that sits between the road and the 100,000 square foot building in the rear. This abatement would be based on the increase in assessed value resulting from the real property improvements using the following schedule: 50% in year 1, 40% in year 2, 30% in year 3, 20% in year 4 and 10% in year 5 per the Town's tax abatement policy. The Economic Development Commission recommends that the Town Council approve the tax abatement for Quantum of Berlin II LLC

Actions Needed:

Move to approve a tax abatement for Quantum of Berlin II LLC for the construction of a 22,500 square foot building at 500 Four Rod Road of 50% in year 1, 40% in year 2, 30% in year 3, 20% in year 4 and 10% in year 5 per the town's tax abatement policy.

Attachments:

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

Prepared By: Christopher Edge, Economic Development Director

Town of Berlin

Department of Economic Development

Tax Abatement Application

Name of Operating Company: Quantum of Berlin II, LLC.
Name of Parent Company (If applicable): Opportunity Real Estate Equities, LLC
Name of Entity that will own the real estate: Quantum of Berlin II, LLC
Mailing Address: PO BOX 3 CRAWELL, CT 06416
Project Address (If applicable): 500 FOUR ROD ROAD
Phone Number: (860) 422-0964 Email: 5willcox.oree@gmail.com

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

Single tenant in business of indoor
recreational sports facility.

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

Approximately 22,500 sq. ft. building to
be constructed

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Town of Berlin

Department of Economic Development

Estimated Value of Real Estate Improvements: \$1,500,000

Estimated Value of Additional Personal Property: \$ 300,000

Number of Jobs to be Retained in Berlin: 10

Number of Jobs to be Created: 10

Additional Details (If needed):

09/15/22
Date

Brian Wilcox
Signature of Company Representative
Brian Wilcox
CEO

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240 Kensington Road • Berlin, CT 06037 • (860) 828-7005 • Fax: (860) 828-7180 • Email: cedge@town.berlin.ct.us

PRO FORMA - QUANTUM OF BERLIN II LLC

<u>Year</u>	<u>Estimated Assessment Increase</u>	<u>Mill Rate</u>	<u>Real Estate Taxes</u>	<u>Tax Abatement</u>	<u>Net Taxes</u>
1	1,050,000	33.93	\$ 35,627	<i>\$17,813</i>	\$ 17,813
2	1,050,000	34.27	\$ 35,983	<i>\$14,393</i>	\$ 21,590
3	1,050,000	34.61	\$ 36,343	<i>\$10,903</i>	\$ 25,440
4	1,050,000	34.96	\$ 36,706	<i>\$7,341</i>	\$ 29,365
5	1,050,000	35.31	\$ 37,073	<i>\$3,707</i>	\$ 33,366
6	1,050,000	35.66	\$ 37,444		\$ 37,444
7	1,050,000	36.02	\$ 37,818		\$ 37,818
8	1,050,000	36.38	\$ 38,196		\$ 38,196
9	1,050,000	36.74	\$ 38,578		\$ 38,578
10	1,050,000	37.11	\$ 38,964		\$ 38,964
11	1,050,000	37.48	\$ 39,354		\$ 39,354
12	1,050,000	37.85	\$ 39,747		\$ 39,747
13	1,050,000	38.23	\$ 40,145		\$ 40,145
14	1,050,000	38.62	\$ 40,546		\$ 40,546
15	1,050,000	39.00	\$ 40,952		\$ 40,952
16	1,050,000	39.39	\$ 41,361		\$ 41,361
17	1,050,000	39.79	\$ 41,775		\$ 41,775
18	1,050,000	40.18	\$ 42,193		\$ 42,193
19	1,050,000	40.59	\$ 42,615		\$ 42,615
20	1,050,000	40.99	\$ 43,041		\$ 43,041
	Total		\$ 784,460	\$ 54,158	\$ 730,302

January 23, 2023

Dear Berlin Property Owner,

The Town of Berlin Economic Development Commission has received an application pursuant to its Tax Partnership Program. This involves a phase in of increases in real property taxes resulting from the construction of a 22,500 square foot industrial building at 500 Four Rod Road in Berlin. The applicant, Quantum of Berlin II LLC has requested a 5-year tax abatement on the increase in assessment. This abatement will allow the owner of the property to bring Vale Basketball into Berlin for use as a sports facility.

This tax abatement will not increase your taxes, but will give Quantum of Berlin II LLC a small tax abatement over the 5 years following the approval.

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

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

Sincerely,

Christopher D. Edge
Economic Development Director

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: January 23, 2023
SUBJECT: Tax Abatement for Bocada 250 Webster Square LLC

Summary of Agenda Item:

Bocada 250 Webster Square LLC has submitted an application for the construction of state of the art 32,000 square foot Automotive (commercial) Service & Sales Center at 250 Webster Square Road. This abatement would be based on the increase in assessed value resulting from the real property improvements using the following schedule: 50% in year 1, 50% in year 2, 40% in year 3, 40% in year 4, 30% in year 5, 20% in year 6 and 10% in year 7 per the Town's tax abatement policy. The Economic Development Commission recommends that the Town Council approve the tax abatement for Bocada 250 Webster Square LLC.

Actions Needed:

Move to approve a tax abatement for Bocada 250 Webster Square LLC for the construction of a 32,000 square foot building at 250 Webster Square Road of 50% in year 1, 50% in year 2, 40% in year 3, 40% year 4, 30% in year 5, 20% in year 6 and 10% in year 7 per the town's tax abatement policy.

Attachments:

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

Prepared By: Christopher Edge, Economic Development Director 

Town of Berlin

Department of Economic Development

Tax Abatement Application

Name of Operating Company: Tasca Ford
Name of Parent Company (If applicable): Tasca Automotive Group CT East LLC
DBA Tasca Ford
Name of Entity that will own the real estate: Bocada 250 Webster Square LLC
Mailing Address: 250 Webster Square Rd Berlin CT 06037
Project Address (If applicable): 250 Webster Square Rd Berlin CT 06037
Phone Number: (203) 828-3546 Email: Tmoran@tasca.com

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

Automotive Commercial Service facility

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

32,000 Square feet and see attached.

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Town of Berlin

Department of Economic Development

Estimated Value of Real Estate Improvements: \$6,083,677

Estimated Value of Additional Personal Property: \$985,000

Number of Jobs to be Retained in Berlin: 64

Number of Jobs to be Created: 15

Additional Details (If needed):

12/21/22
Date

Thomas P. Moraw GM
Signature of Company Representative

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PRO FORMA - BOCADA 250 WEBSTER SQUARE LLC

<u>Year</u>	<u>Estimated Assessment Increase</u>	<u>Mill Rate</u>	<u>Real Estate Taxes</u>	<u>Personal Property</u>	<u>Total Taxes</u>	<u>Tax Abatement</u>	<u>Net Taxes</u>
1	1,540,000	33.93	\$ 52,252	\$ 20,000	\$ 72,252	\$26,126	\$ 46,126
2	1,540,000	34.27	\$ 52,775	\$ 20,000	\$ 72,775	\$26,387	\$ 46,387
3	1,540,000	34.61	\$ 53,302	\$ 20,000	\$ 73,302	\$21,321	\$ 51,981
4	1,540,000	34.96	\$ 53,835	\$ 20,000	\$ 73,835	\$21,534	\$ 52,301
5	1,540,000	35.31	\$ 54,374	\$ 20,000	\$ 74,374	\$16,312	\$ 58,062
6	1,540,000	35.66	\$ 54,918	\$ 20,000	\$ 74,918	\$10,984	\$ 63,934
7	1,540,000	36.02	\$ 55,467	\$ 20,000	\$ 75,467	\$5,547	\$ 69,920
8	1,540,000	36.38	\$ 56,021	\$ 20,000	\$ 76,021		\$ 76,021
9	1,540,000	36.74	\$ 56,582	\$ 20,000	\$ 76,582		\$ 76,582
10	1,540,000	37.11	\$ 57,147	\$ 20,000	\$ 77,147		\$ 77,147
11	1,540,000	37.48	\$ 57,719	\$ 20,000	\$ 77,719		\$ 77,719
12	1,540,000	37.85	\$ 58,296	\$ 20,000	\$ 78,296		\$ 78,296
13	1,540,000	38.23	\$ 58,879	\$ 20,000	\$ 78,879		\$ 78,879
14	1,540,000	38.62	\$ 59,468	\$ 20,000	\$ 79,468		\$ 79,468
15	1,540,000	39.00	\$ 60,063	\$ 20,000	\$ 80,063		\$ 80,063
16	1,540,000	39.39	\$ 60,663	\$ 20,000	\$ 80,663		\$ 80,663
17	1,540,000	39.79	\$ 61,270	\$ 20,000	\$ 81,270		\$ 81,270
18	1,540,000	40.18	\$ 61,883	\$ 20,000	\$ 81,883		\$ 81,883
19	1,540,000	40.59	\$ 62,501	\$ 20,000	\$ 82,501		\$ 82,501
20	1,540,000	40.99	\$ 63,126	\$ 20,000	\$ 83,126		\$ 83,126
	Total		\$ 1,150,541	\$ 400,000	\$ 1,550,541	\$ 128,211	\$ 1,422,330

January 23, 2023

Dear Berlin Property Owner,

The Town of Berlin Economic Development Commission has received an application pursuant to its Tax Partnership Program. This involves a phase in of increases in real property taxes resulting from the construction of a 32,000 square foot commercial truck sales and service center at 250 Webster Square Road in Berlin. The applicant, Bocada has requested a 5-year tax abatement on the increase in assessment. This abatement will allow TASCA Ford to provide commercial truck service and sales at a level never before possible.

This tax abatement will not increase your taxes, but will give LLC a small tax Bocada Webster Square LLC abatement over the 7 years following the approval.


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

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

Sincerely,

Christopher D. Edge
Economic Development Director

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: January 26, 2023

SUBJECT: Section 8-24 Referral of Relocation of a Section of the Wigwam Road Right of Way Section to the Planning and Zoning Commission

Summary of Agenda Item:

In 2022 the Town acquired a one-acre property and a 0.1-acre easement on Reservoir Road. The acquisition was made to help improve the trail connection between Timberlin Park and Ragged Mountain and to secure the opportunity to relocate a portion of the path of the New England National Scenic Trail (NET)/Metacomet Trail through Timberlin Park to Reservoir Road, if needed. At present the NET goes over Short Mountain and passes through private properties. Rights to pass through these private properties are subject to rescission.

The acquisition of the Reservoir Road property creates a potential opportunity to make a connection between Timberlin Park and Ragged Mountain. Staff started to investigate this potential connection and Attorney Donofrio ordered a title search. Based on the title search it appears that when a portion of Wigwam Road was abandoned, part of the road right of way was conveyed to the City of New Britain Water Department but the Town retained rights, including for public access. The abandoned Wigwam Road right of way extends from the north end of Sanctuary Lane to Ragged Mountain Park. Unfortunately, part of the right of way that passes through City of New Water Department property is submerged under Lower Harts Pond. Therefore, to make a trail connection, the City of New Britain Water Department will need to agree to relocate a section of the public access right of way.

Steve Wood from Public Grounds and Karl Lewis from the Conservation Commission met with a representative of the New Britain Water Department and identified an alternate path for the right of way that would allow the creation of a trail connection from Sanctuary Lane to Ragged Mountain.

The next step to pursue this opportunity is to initiate a section 8-24 referral to the Planning and Zoning Commission related to relocation of the public access so that it is not submerged and so that it would follow a feasible route to create a trail connection into Ragged Mountain Preserve. If the Town Council endorses the relocation of the right of way after receiving a report from the Planning and Zoning Commission, then the Town would need to correspond with the City of New Britain to formally request the relocation of the right of way. This matter will also be referred to the Police Department for its review.

Action Needed:

Move to refer the relocation of a portion of the town right of way for an abandoned section of Wigwam Road to the Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes and to the Police Department for its review.

Attachments:

1. Title Search.
2. Map showing the relocated path of public right of way.

Prepared By:

Jim Mahoney, Economic Development Coordinator
Chris Edge, Economic Development Director

CE

Invoice No. 7951

T.A.P. Title Abstract Co.
50 Foote Hill Road
Northford, CT 06472
Tel/Fax (203) 484-4085
Cell (203) 641-2952

To: Attorney Jeffrey Donofrio
Ciulla & Donofrio, LLP
127 Washington Avenue
North Haven, CT

April 19, 2022

Re: City of New Britain
0 Wigwam Road and
0 Chamberlain Highway
Berlin, CT

Town of Berlin

Examination Charge \$ 300.00

SUMMARY SHEET

City of New Britain
#0 Chamberlain Highway and
#0 Wigwam Road
Berlin, Connecticut

Through April 12, 2022 (Computer)

The land records disclose that property identified on Assessor's Map 13-2, Block 12, Lot 9 (0 Chamberlain Highway) and Assessor's Map 13-1, Block 10, Lot 52 (0 Wigwam Road) are owned by the City of New Britain. See partial copies of Assessor's Maps herewith.

The purpose of this search was to determine whether the Town of Berlin retained public access to the portion of Wigwam Road that runs between these two properties.

I followed via the computer the following names: City of New Britain, City of New Britain Board of Water Commission, Wigwam Road, Sanctuary Lane, Hart's Pond and the Town of Berlin from 1984 forward.

My research found recorded Map #1915 (see copy) which shows a section of Wigwam Road to be abandoned with rights retained by the Town of Berlin and Map #2852 (see copy) which shows the northern portion of Wigwam Road to be abandoned. The proposed streets on this map (Wigwam Road and Vineyard Drive) were conveyed to the Town of Berlin by the developer at Volume 451, Page 948 (see copy).

I found no recorded documents except for Map #1915 that gives the Town of Berlin public access through the abandoned portion of Wigwam Road that runs between the two parcels owned by the City of New Britain.

NOTES:

1. See copies of Assessor's Maps and recorded maps found on file and noted above.
2. I followed the computer from January 1, 1984 to April 12, 2022, as indexed (by computer only).
3. THIS IS AN ABSTRACT OF TITLE AND NOT A TITLE OPINION. AS SUCH, IT RECITES WHAT THE LAND RECORDS DISCLOSE WITHOUT GIVING ADVICE OR OPINION AS TO THE LEGAL EFFECT OF WHAT HAS BEEN FOUND.

THIS SEARCH IS CERTIFIED TO LAW OFFICES OF CIULLA & DONOFRIO
TAP Title Abstract Company

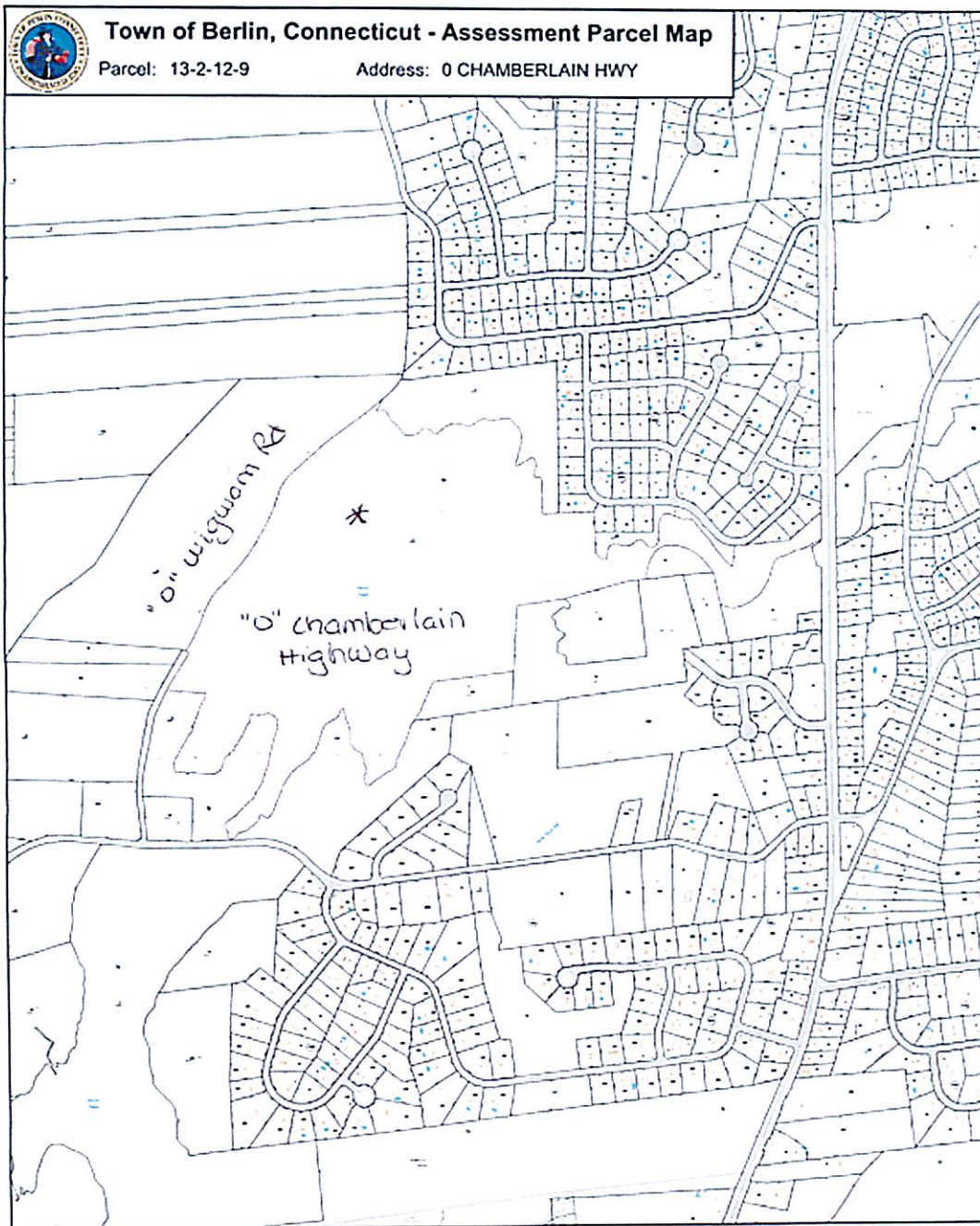
By Terry Palsinski
Terry Palsinski



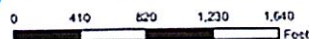
Town of Berlin, Connecticut - Assessment Parcel Map

Parcel: 13-2-12-9

Address: 0 CHAMBERLAIN HWY



Approximate Scale: 1 inch = 807 feet



Map Produced: February 2022

Disclaimer: This map is for informational purposes only. All information is subject to verification by any user. The Town of Berlin and its mapping contractors assume no legal responsibility for the information contained herein.



Town of Berlin, Connecticut - Assessment Parcel Map

Parcel: 13-1-10-52

Address: 0 WIGWAM RD



Approximate Scale: 1 inch = 474 feet



Map Produced: February 2022

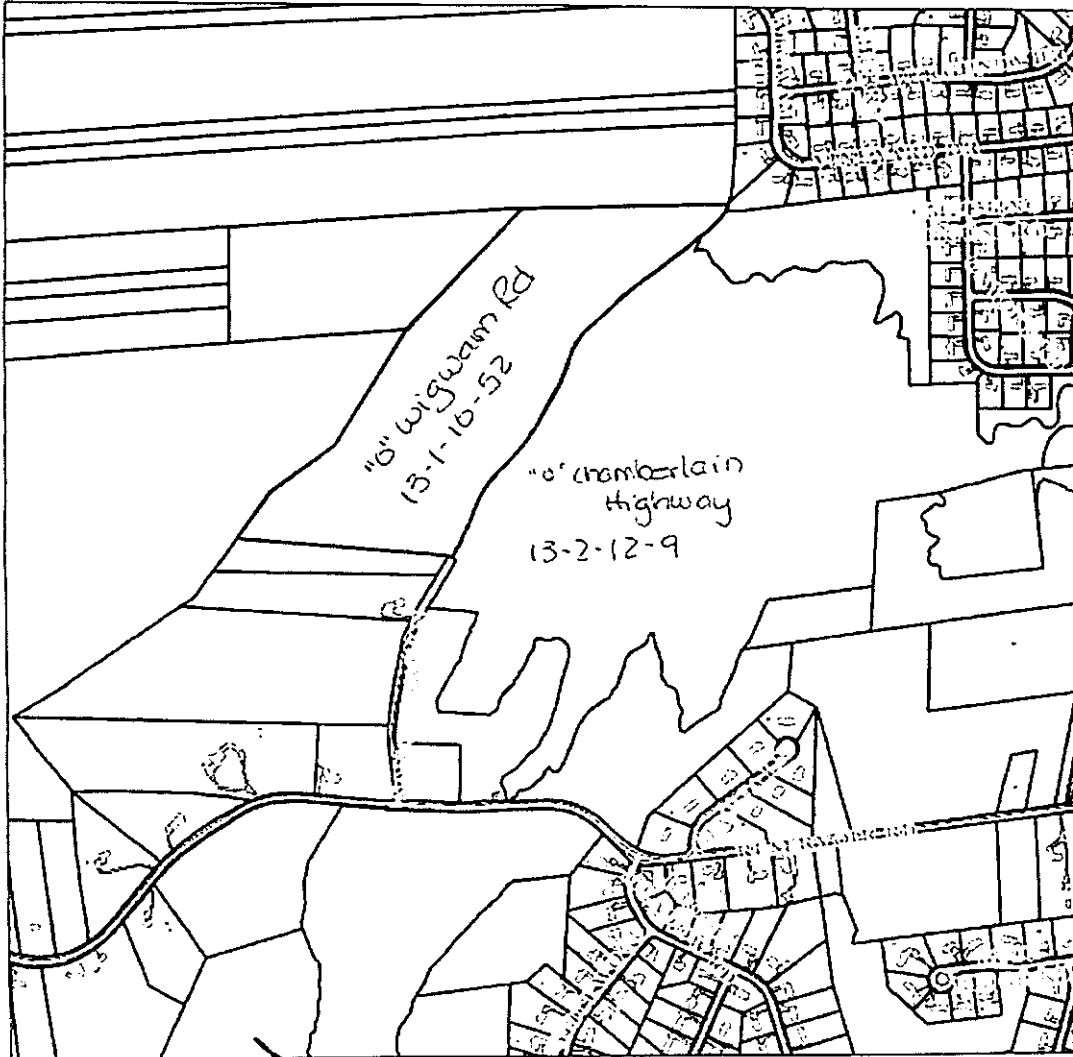
Disclaimer: This map is for informational purposes only. All information is subject to verification by any user. The Town of Berlin and its mapping contractors assume no legal responsibility for the information contained herein.

Town of Berlin

Geographic Information System (GIS)



Date Printed: 4/13/2022

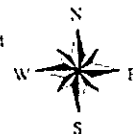


MAP DISCLAIMER - NOTICE OF LIABILITY

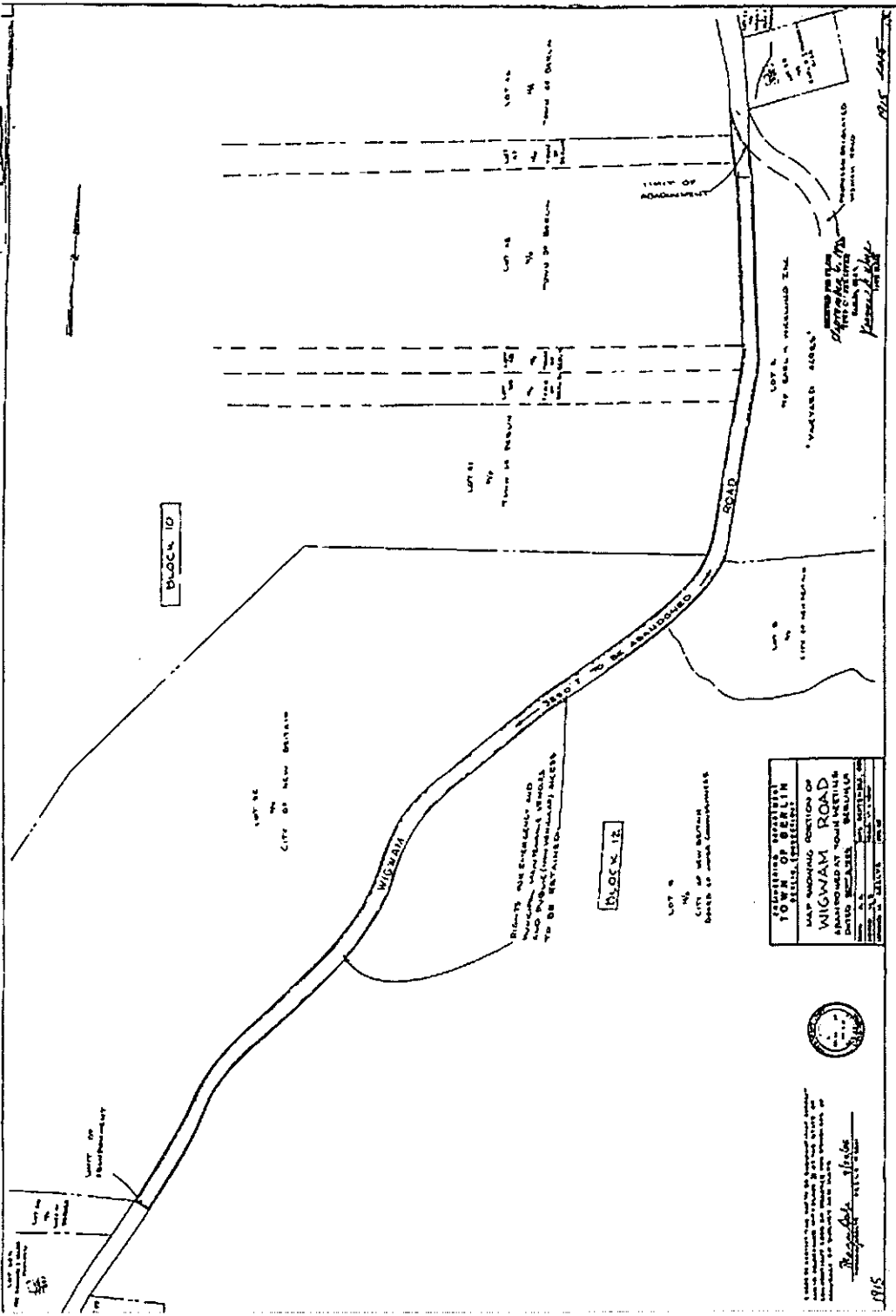
This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Berlin and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 800 feet

0 800
Feet



1915



TO THE CITY OF NEW ORLEANS
FROM THE CITY OF NEW ORLEANS
WICKHAM ROAD
PLAT DATED AT NEW ORLEANS
THIS 12TH DAY OF MAY 1915
BY THE CITY CLERK
J. M. B. B.

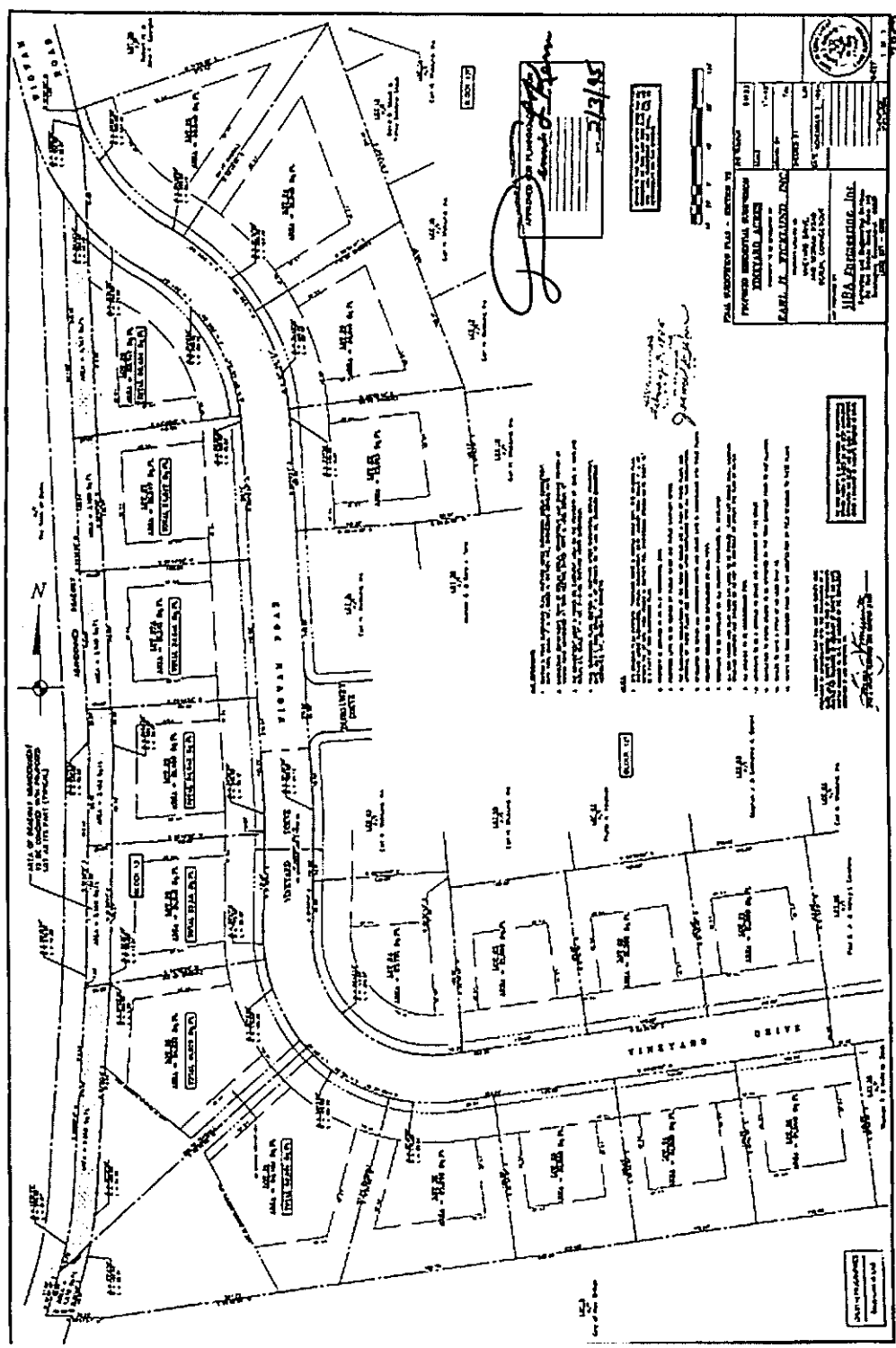


1915

1915

[illegible]

S. J. Kinnear

[illegible]

VOL. 451 PAGE 0948

STATUTORY FORM WARRANTY DEED

EARL H. WICKLUND, INC., a Connecticut corporation with its office and place of business in the Town of Berlin, County of Hartford and State of Connecticut, acting herein by its President, Earl H. Wicklund, hereinafter referred to as "Grantor" for NO CONSIDERATION paid, grants to THE TOWN OF BERLIN, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, hereinafter "Grantee", a certain piece or parcel of land known as Vineyard Drive and Wigwam Road situated in the Town of Berlin, County of Hartford and State of Connecticut to be conveyed for highway purposes as shown on a map entitled "FINAL SUBDIVISION PLAN SECTION VII PROPOSED RESIDENTIAL SUBDIVISION VINEYARD ACRES PROPERTY TO BE DEVELOPED BY EARL H. WICKLUND, INC. PROPERTY LOCATED ON VINEYARD DRIVE, AND WIGWAM ROAD BERLIN, CONNECTICUT MAP PREPARED BY: MBA Engineering, Inc. Surveying and Engineering Services 211 New Britain Road, Suite 103 Kensington, Connecticut 06037 (203) 827-0222 JOB NUMBER 94152 SCALE 1"=40' DRAWN BY TAL CHECKED BY LJM DATE NOVEMBER 2, 1994 SHEET 1 OF 1" which map is on file as Map No. 2852 with the Berlin Town Clerk

Signed this 11th day of January, 2001.

Witnessed by:

Elaine McCarthy
Elaine McCarthy
Stephen J. Anderson
Stephen J. Anderson

EARL H. WICKLUND, INC.

By Earl H. Wicklund
Earl H. Wicklund, President

002610/1

STATE OF CONNECTICUT
COUNTY OF HARTFORD

SS: New Britain January 11, 2001

Personally appeared, before me, Earl H. Wicklund, President of Earl H. Wicklund, Inc., signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of the corporation.

Earl H. Wicklund
Commisioner of the Superior Court

S - - - Conveyance Tax Received
S - - - State Conveyance Tax Recd.

James K. Ward
Town Clerk of Berlin

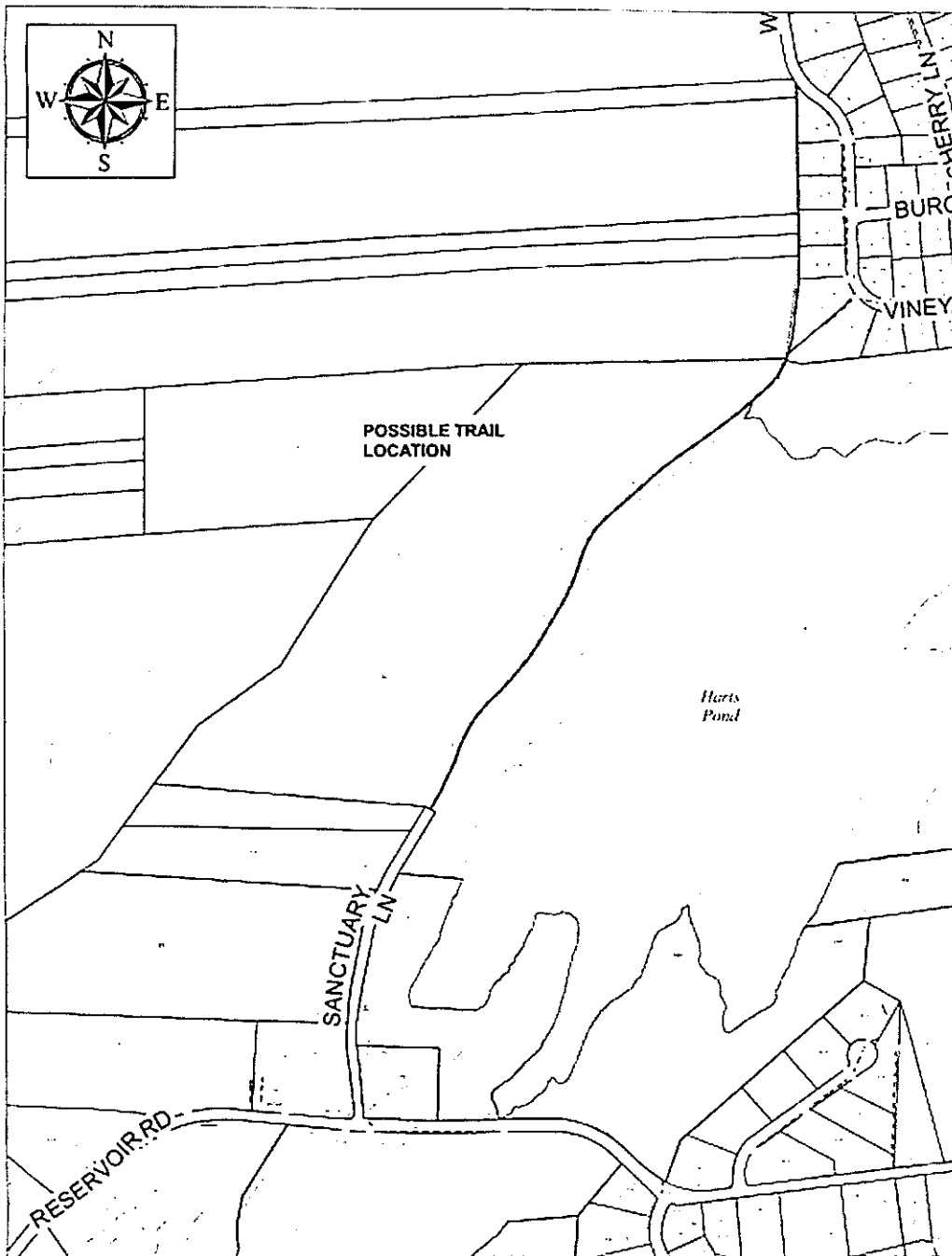
RECEIVED July 3, 2001
AT 12:02 MIN PM

AND RECORDED IN
BERLIN LAND RECORDS

VOL. 451 PAGE 948

James K. Ward
TOWN CLERK

EAMALC:1701



Legend	
- -	Limit Line, Trail
- -	Hydro, All
---	PARCEL_ARCS_2021
- -	River, Alluvial

**POSSIBLE TRAIL
FROM SANCTUARY LN.
TO VINEYARD DR.**



EXECUTIVE BOARD MINUTES

August 5, 1985

The meeting was called to order at 7:30 P.M. by Mayor Warren E. Kingsbury. Also in attendance were Deputy Mayors Robert A. Argazzi, Thomas W. Ward, Jr.

The Board discussed the abandonment of Wigwam Road of the Vineyard Acres development. Upon motion by Mr. Ward, seconded by Mr. Argazzi, it was voted to abandon a portion of Wigwam Road, from near lot 60, block 10, northerly to near Lot 28, Block 12; and place this matter on the call of the TOWN MEETING.

MOTION CARRIED. UNANIMOUS.

Upon motion by Mr. Ward, seconded by Mr. Argazzi, it was voted to appoint Joseph Strattner to the Design Review Committee, effective immediately.

MOTION CARRIED. UNANIMOUS.

Upon motion by Mr. Ward, seconded by Mr. Argazzi, it was voted to appoint Susan Buckley to the Youth Service Advisory Board, effective immediately.

MOTION CARRIED. UNANIMOUS.

Upon motion by Mr. Argazzi, seconded by Mr. Ward, it was voted to place the matter of Zoning Board of Appeals appointee on the agenda.

MOTION CARRIED. UNANIMOUS.

Upon motion by Mr. Ward, seconded by Mr. Argazzi, it was voted to appoint Kevin Fitzgerald to the Zoning Board of Appeals, as an alternate; term to expire 3/31/90.

MOTION CARRIED. UNANIMOUS.

The Board discussed two bids -Fencing for the Senior Center and Roofing for the Golf Course equipment barn. However, they decided more information was needed before decisions were reached.

Upon motion by Mayor Kingsbury, seconded by Mr. Ward, it was voted to confirm the following telephone polls:

Award of Hydraulia Backhoe

@ \$2,500/week to Oleski Construction Inc.

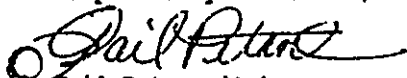
Award of Bulldozer-Catapillar Model D-8

@ \$2,200/week to E. Aiudi & Sons, Inc.

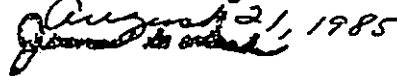
Acceptance of the Mattabassett District's allocation of the capital costs associated with the expansion of the sewage treatment plant; Berlin to share 16% of such costs.

The meeting was adjourned at 8:45 P.M.

Respectfully submitted,

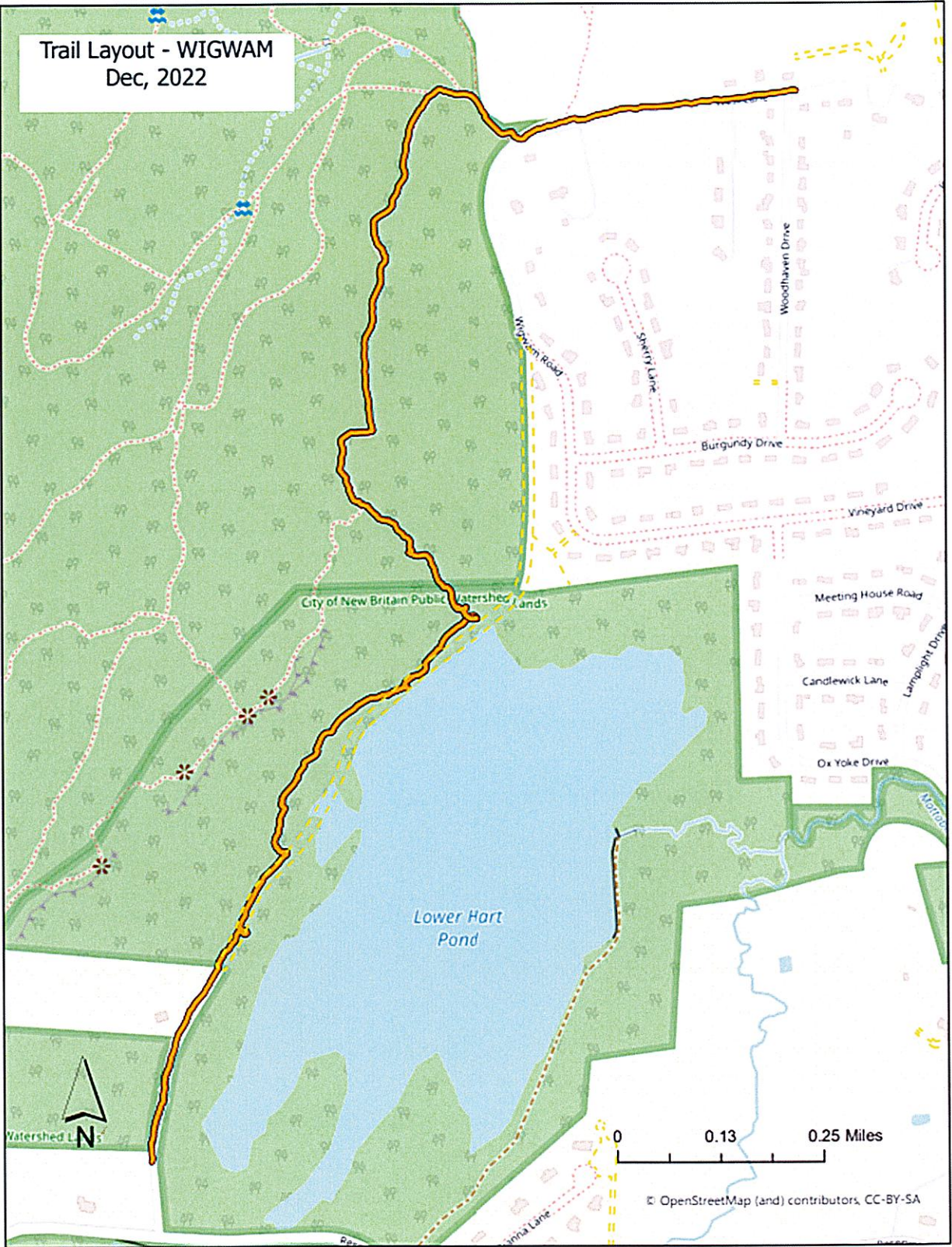

Gail Petanovitch
Secretary

Received For Filing

 August 21, 1985

Town Clerk

Trail Layout - WIGWAM
Dec, 2022



Agenda Item No. 15
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: January 23, 2023

SUBJECT: Subcommittees

Summary of Agenda Item:

Jack Fazzino served on Audit Committee, Town Manager's Evaluation Committee, and Ordinance Committee since he has resigned there are now openings on these committees.

Action Needed:

Move to appoint Donna Risolo to the Audit Committee, Town Manager's Evaluation Committee, and Ordinance Committee.

Attachments:

Town Council Subcommittee Listing

Prepared By: Kate Wall, Town Clerk

TOWN COUNCIL SUBCOMMITTEES (2021-2023)

Revised February 7, 2023

STANDING COMMITTEES

Audit Committee

Donna Risolo
Sandra Coppola
Charles Paonessa

Calendar

Sandra Coppola

Community Conversations

Mayor Kaczynski
Donna Risolo

CT Conference of Municipalities (CCM)

Mayor Kaczynski

Fire Committee

Casey Foster
Charles Paonessa
Peter Rosso
Donna Veach

Manager's Evaluation

Mayor Kaczynski
Sandra Coppola
Jack Fazzino
Casey Foster
Charles Paonessa
Peter Rosso
Donna Veach

Mattabessett Watershed

Charles Paonessa

Meetinghouse

Donna Veach

Ordinance Committee

Mayor Kaczynski
Sandra Coppola
Donna Risolo
Charles Paonessa
Peter Rosso

Playing Fields Committee

Casey Foster
Sandra Coppola
Peter Rosso
Donna Veach

Rules and Procedures Committee

Casey Foster
Charles Paonessa
Donna Veach

Mr Scott Patrick Hamel

Town of Berlin | Generated 1/3/2023 @ 8:51 am by OnBoard2 - Powered by ClerkBase

Status

Name

Mr Scott Patrick Hamel

Application Date

1/2/2023

Expiration Date

1/2/2122

Status

Received

✓ Commission for Persons
w/ Disabilities
Board of Ethics
Planning & Zoning

Board (Rank)	Vacancies	Status
Commission for Persons with Disabilities (1)	1	Pending
Board of Ethics (Code of Ethics) (2)	1	Pending
Planning and Zoning Commission (3)	1	Pending

Basic Information

Name

Mr Scott Patrick Hamel

Contact Information

Address

73 westview terr

Berlin, CT 06037

Resident

Yes

Phone

8605502457

Email

scottsflowersinc@yahoo.com

Occupation

Employer

Scott's flowers

Job Title

Owner

Other Questions

Question #1

Number of years in Berlin

15

Question #3

Current and Past Civic/Community Involvement

Zoning berlin

Question #4

Tell us why you feel qualified for this appointment

Was on zoning commission in new britain for several years

Question #5

Can you think of any reason that a conflict of interest could arise if you were appointed?

No

Question #6

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

Yes

Political Party

What is your political party affiliation?

Republican ✓

Generated 1/3/2023, 8:51:46 AM

Kate Wall

From: Richard Chasse <r.chasse@comcast.net>
Sent: Tuesday, January 17, 2023 5:49 PM
To: Kate Wall
Cc: Chris Edge
Subject: Resignation Notification

This email will serve as my official notification that I have resigned as a Commissioner of the Berlin Economic Development Commission, effective 1/1/23.

I appreciate the opportunity to have served on this Commission. Should you have any questions, or require anything further regarding this, please let me know.

Best regards,

J. Richard Chasse
220 Lamentation Dr
Berlin, CT 06037
Cell: 860.250.2845

Caution: This is an external email. Do not click links or attachments unless you recognize the sender and know the content is safe.



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

Please list your Board/Commission preference below: Simonetta

1. Economic Development

2. _____

Name: Michael Simonetta

Telephone No.: 860. 305. 9459

Home Address: 146 Hummingbird Dr Number of years in Berlin: 1 1/2
(Note: To apply, you must be a resident of Berlin)

Email Address: info@theWeddingDJCT.com

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

Party Affiliation: Republican ✓

College Grad
Educational Background (optional)

Michael Simonetta DJ & Event Services - Owner
Present Employment (company/position)

146 Hummingbird Dr
Business Address

Current and Past Civic/Community Involvement: Chairman for the Ferrari Concorso for 18 years, raising over a million dollars for CCMC.

Tell us why you feel qualified for this appointment: I've run a Successful business for decades as well as helping other Small businesses Succeed.

Can you think of any reason that a conflict of interest could arise if you were appointed? no

Signature: Michael Simonetta

Date: 1.24.23

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

TOWN OF BERLIN
DEC 27 2022

Willing
to be
a Regular
member

Please list your Board/Commission preference below:

1. Planning & Zoning

2. Inland Wetlands

Name: John M. Russo, Jr.

Telephone No.: 203-907-8346

Home Address: 17 Edgewater Circle, Berlin, CT 06037 ✓
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 2

Email Address: jayrusso32@gmail.com

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

Party Affiliation: Unaffiliated ✓

JD, Quinnipiac University School of Law; BA, Clemson University

Educational Background (optional)

State of Connecticut, Office of the Attorney General, Assistant Attorney General

Present Employment (company/position)

165 Capitol Avenue, Hartford, CT 06106

Business Address

Current and Past Civic/Community Involvement: Alternate, Berlin Inland Wetlands and Watercourses Commission (2022-Present)

Tell us why you feel qualified for this appointment: I have legal experience in land use and environmental permitting matters
and currently serve on Inland Wetlands.

Can you think of any reason that a conflict of interest could arise if you were appointed? Potentially would recuse myself
for matters involving certain state agencies such as the Connecticut Department of Transportation.

Signature: Jh Russo

Date: 12/20/22

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

Inland Wetlands

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

Please list your Board/Commission preference below:

1. Inland Wetlands

2. _____

Name: Frederick White

Telephone No.: 860 828 5820

Home Address: 90 Sherry Ln

Number of years in Berlin: 31

(Note: To apply, you must be a resident of Berlin)

Email Address: rickwhite01@comcast.net

Are you a Registered Voter? Yes

Party Affiliation: Independent (U)

(Note: To apply, you must be a Registered Voter in Berlin)

Educational Background (optional)

Retired

Present Employment (company/position)

Business Address

Current and Past Civic/Community Involvement: Currently on IWGCC

Tell us why you feel qualified for this appointment: Have served on IWGCC more than 4 yrs

Can you think of any reason that a conflict of interest could arise if you were appointed? No

Signature: Frederick White

Date: 12/13/22

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2022 DEC 16 PM 12:27

Kathryn G. Geller

BERLIN, CT



Inland / Wetlands
TOWN OF BERLIN
Office of The Town Manager

November 4, 2022

Steve Biella, Jr.
84 Bernard Road
Berlin, CT 06037

Dear Steve:

Your term on the Inland Wetlands and Water Courses Commission expires on January 31, 2023. Please check one of the lines below to let us know if you wish to be considered for an appointment to serve another term and complete the enclosed application form.

_____ Yes, I want to be considered for another term.

 X No, I do not want to serve another term.

The Council will be making Board and Commission appointments during the month of January. Please respond no later than Wednesday, December 21st or we will assume you are not interested in serving another term. Please drop off or mail this letter and the completed application to the Town Manager's Office, Town Hall, 240 Kensington Road, Berlin, CT 06037 or email to csullivan@berlinct.gov.

Sincerely,

Arosha Jayawickrema

Arosha Jayawickrema
Town Manager

AJ:cms

Enclosure

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2023 JAN 26 PM 6:28

Kathy G. Geller
BERLIN, CT.

10/11/22, 8:39 AM

OnBoard2 | Town of Berlin

John Fotis Diakun

Town of Berlin | Generated 10/11/2022 @ 8:39 am by OnBoard2 - Powered by ClerkBase

Planning + Zoning
✓ Parks + Recreation
Historic District

Status

Name

John Fotis Diakun

Application Date

10/8/2022

Expiration Date

10/8/2121

Status

Received

Board (Rank)	Vacancies	Status
Planning and Zoning Commission (1)	1	Pending
Parks and Recreation Commission (2)	1	Pending
Historic District Commission (3)	1	Pending

Basic Information

Name

John Fotis Diakun

Resume File

[View / Download](#)

Contact Information

Address

76 Hemlock Ridge
Berlin, CT 06037

Resident

Yes

Phone

860-878-8586

Email

diakun.john@yahoo.com

Occupation

Employer

City of New Britain

Job Title

City Attorney

Other Questions

Question #1

Number of years in Berlin

August 2022 to present

Question #2

Educational Background (optional)

1) 4 year college degree 2) Law degree

Question #4

Tell us why you feel qualified for this appointment

In my capacity as an attorney for the City of New Britain, I am familiar with the charge of each of the commissions I have listed in which I see consideration for appointment. I also wish to be involved in helping the community I am now a part of.

Question #5

Can you think of any reason that a conflict of interest could arise if you were appointed?

If a matter involving the City of New Britain came before a commission.

Question #6

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

Yes

Political Party

What is your political party affiliation?

Republican ✓✓



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06037

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

Please list your Board/Commission preference below:

1. Parks & Rec

2. TOWN OF BERLIN
22 NOV 21 AM 9:25

Name: Tony Butrimus

Telephone No.: (860) 778-5159

Home Address: 921 Edgewood Road
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 50 years

Email Address: butrimus@comcast.net

Are you a Registered Voter? yes
(Note: To apply, you must be a Registered Voter in Berlin)

Party Affiliation: Republican ✓

Berlin H.S. Diploma, Bachelors of Finance Degree, CCSU.
Educational Background (optional)

AB Property Management, LLC
Present Employment (company/position)

D.O. Box 7373, Kensington, CT 06037
Business Address

Current and Past Civic/Community Involvement: President, Berlin H.S. Athletic Booster Assoc.
Member, Berlin Lions Club, Current Member Parks
& Rec Commission.

Tell us why you feel qualified for this appointment: I have already served a 2-year
term and I am familiar with the present issues.

Can you think of any reason that a conflict of interest could arise if you were appointed? NO.

Signature: [Signature] Date: November 18, 2022

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

10/11/22 8:39 AM

OnBoard2 | Town of Berlin

John Fotis Diakun

Town of Berlin | Generated 10/11/2022 @ 8:39 am by OnBoard2 - Powered by ClerkBase

✓ Planning + Zoning
Parks & Recreation
Historic District

Status

Name

John Fotis Diakun

Application Date

10/8/2022

Expiration Date

10/8/2121

Status

Received

Board (Rank)	Vacancies	Status
Planning and Zoning Commission (1)	1	Pending
Parks and Recreation Commission (2)	1	Pending
Historic District Commission (3)	1	Pending

Basic Information

Name

John Fotis Diakun

Resume File

[View / Download](#)

Contact Information

Address

76 Hemlock Ridge
Berlin, CT 06037

Resident

Yes

Phone

860-878-8586

Email

diakun.john@yahoo.com

Occupation

Employer

City of New Britain

Job Title

City Attorney

Other Questions

Question #1

Number of years in Berlin

August 2022 to present

Question #2

Educational Background (optional)

1) 4 year college degree 2) Law degree

Question #4

Tell us why you feel qualified for this appointment

In my capacity as an attorney for the City of New Britain, I am familiar with the charge of each of the commissions I have listed in which I see consideration for appointment. I also wish to be involved in helping the community I am now a part of.

Question #5

Can you think of any reason that a conflict of interest could arise if you were appointed?

If a matter involving the City of New Britain came before a commission.

Question #6

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

Yes

Political Party

What is your political party affiliation?

Republican

✓ ✓



Please return application to:

Town Manager's Office • 240 Kensington Road • Berlin, CT 06033

TOWN OF BERLIN

Application for Appointment to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointment to a Town board or commission.

TOWN OF BERLIN
DEC 27 AM 11:00

Please list your Board/Commission preference below:

1. Planning & Zoning

2. Inland Wetlands

Name: John M. Russo, Jr.

Telephone No.: 203-907-8346

Home Address: 17 Edgewater Circle, Berlin, CT 06037 ✓
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 2

Email Address: jayrusso32@gmail.com

Are you a Registered Voter? Yes

Party Affiliation: Unaffiliated ✓

(Note: To apply, you must be a Registered Voter in Berlin)

JD, Quinnipiac University School of Law; BA, Clemson University

Educational Background (optional)

State of Connecticut, Office of the Attorney General, Assistant Attorney General

Present Employment (company/position)

165 Capitol Avenue, Hartford, CT 06106

Business Address

Current and Past Civic/Community Involvement: Alternate, Berlin Inland Wetlands and Watercourses Commission (2022-Present)

Tell us why you feel qualified for this appointment: I have legal experience in land use and environmental permitting matters

and currently serve on Inland Wetlands.

Can you think of any reason that a conflict of interest could arise if you were appointed? Potentially would recuse myself

for matters involving certain state agencies such as the Connecticut Department of Transportation.

Signature: [Signature]

Date: 12/20/22

1. We encourage you to attend meetings of any board or commission you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/81611812902?pwd=TnJrZlM1NEFoQWZsTW5rV1c4QVFBUT09>

Meeting ID: 816 1181 2902

Passcode: 981594

One tap mobile

+1 929 205 6099 US (New York)

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, January 17, 2023
Town Council Chambers
Remote Meeting
7:00 P.M.**

A. CALL TO ORDER

Mayor Kaczynski called the Town Council meeting to order at 7:03 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Those in attendance were:

Councilor Sandra Coppola
Councilor Jack Fazzino
Councilor Casey Foster
Mayor Mark Kaczynski
Councilor Charles Paonessa
Councilor Peter Rosso
Councilor Donna Veach

Also in attendance:

Town Manager Arosha Jayawickrema
Corporation Counsel Jeffrey Donofrio

D. PRESENTATION OF PROCLAMATION – Jack Fazzino

Mayor Kaczynski thanked Councilor Fazzino for his time as a member of the Berlin Town Council and read the following proclamation:

**TOWN OF BERLIN
Town Council
PROCLAMATION
BE IT HEREBY KNOWN TO ALL THAT:**

**The Town of Berlin hereby recognizes
Jack Fazzino**

Jack has served with distinction on the Berlin Town Council from November 2021 until present.

While on the Council, Jack served on the Audit Committee, the Community Conversation Committee, the Manager's Evaluation Committee, and the Ordinance Committee.

In recognition of his service to the Town of Berlin and the many contributions he made to improve the quality of life in our community, the Town Council hereby salutes Jack Fazzino and extends best wishes to him for many years of health and happiness in his future endeavors.

Dated this 17th day of January 2023.

Mark H. Kaczynski, Mayor

E. AUDIENCE OF CITIZENS

None

F. MAYOR'S UPDATE

None

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

H. CONSENT AGENDA:

1. Topic re: Accept monetary donations totaling \$798.40 and deposit \$50.00 into the library agency account for the libraries greatest need and deposit \$748.40 into the friends of the library miscellaneous account to purchase three museum pass renewals and child/teen program supplies. – Berlin-Peck Memorial Library
2. Topic re: Approve the request of the Minutemen Youth Wrestling Club to waive all fees associated with having a Berlin Police Officer at Berlin High School for eight hours, 7:00 a.m. to 4:00 p.m., on Sunday, January 15, 2023, during their annual Minutemen Jim Day Memorial Tournament. The total amount of the fee to be waived is approximately \$1,750. – Town Manager
3. Topic re: Accept the UTV and trailer donation from the Berlin Lion's Club valued at \$21,443.44. – Police Department
4. Topic re: Accept the donations of \$365.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department
5. Topic re: Confirmation of the Town Manager's appointment of Jon Paul Demko, 63 Old Wood Rd. Berlin to serve a two-year term as the Town's Citation Hearing Officer from February 1, 2023 to January 31, 2025. – Town Manager

6. Topic re: Accept donations to the Berlin animal Control Donation Account for \$50.00 for Animal Care and supplies valued at \$375.00. – Animal Control

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

I. REPORTS Public Building Commission

Town Manager Jayawickrema stated that as done with other Boards and Commissions at previous Town Council meetings, tonight the Public Building Commission will be presenting their report.

Public Building Commission (PBC) Chair Tom Reid stated that he would be reporting on the two current Town projects that the PBC is supervising. The first is the Police Department locker room and renovation project. Jukunski Humes has been retained as the architect, schematic design drawings have been completed and final drawings should be ready in about 45 days so the Town can go out to bid. The PBC anticipates hiring a “Clerk of the Works” rather than a construction manager to represent the Town’s interest on the project.

The second project is the HVAC project at the elementary schools. A contract has just been awarded to Newfield Construction Company who were excellent to work with on the McGee Middle School project. The hope is to begin the project this summer at Willard however there are continued issues obtaining HVAC equipment, but Mr. Reid is very optimistic. He added that someone from the Board of Education and Town will need to be a point person at the school to be available during the project.

Completion time at Willard would typically be less than a year however it is difficult to estimate with the equipment delays that have been occurring. Mr. Reid added that Newfield Construction knows how to work in these conditions and as much work as possible can be done while waiting on any equipment delays.

Two other projects that have been put on hold from the PBC standpoint are the Senior Center and the Truck Bay Wash. Mayor Kaczynski stated that the Town Council will discuss the Senior Center project during the year, and they may turn to the PBC with any questions.

Mr. Reid added that PBC member Jim Ouellette has decided not to seek reappointment. Mr. Ouellette has been a member of the PBC for many years and he will be missed.

J. NEW BUSINESS:

Councilor Paonessa moved to add agenda item #11a. Authorize the Town Manager to apply for and accept, on behalf of the Town, a grant from the Neglected Cemetery Account, and to authorize the Town Manager to enter into and execute any and all agreements, contracts and documents necessary to obtain said grant should the town be selected for a grant award, to approve appropriation of the

grant to the Cemetery Account and to refer the appropriation of the grant to the Board of Finance, if awarded. – Economic Development

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to move agenda item #13 up to agenda item #1a.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

1. Topic re: Approve the appointment of a new Democratic Town Council member to fill the unexpired term of Jack Fazzino effective immediately through November 2023. – Town Clerk

Councilor Fazzino thanked the entire Town Council and Town of Berlin staff stating that it has been a tremendous honor to serve on the Council. It is a bittersweet moment, but he is looking forward to serving the people of Berlin as a State Representative and working with Representative Veach as an advocate for the Town of Berlin. He is looking forward to this next chapter.

Councilor Fazzino moved to nominate Donna Risolo to fill his unexpired term effective immediately through November 2023.

Seconded by Councilor Rosso.

Vote being 7-0 (MOTION CARRIED)

Town Clerk Kate Wall then swore in Councilor Risolo.

1a. Topic re: Pursuant to Sections 1-4(a)(1) and 1-6 of the Berlin Ethics Policy and Section 9-5 of the Town Charter, consideration and action in response to the Board of Ethics' December 21, 2021, finding of a violation of the Ethics Policy and Code of Ethics relative to Complaint #2021-001. – Town Manager

Attorney David Hill stated that he represents Joanne Angelico-Stetson who will address the Town Council and he will follow up with some comments.

Ms. Angelico-Stetson stated that it was a privilege to serve the Town of Berlin as a member of the Board of Education, Commissioner of Economic Development, and two-term member of Town Council. She added that she is proud to continue to represent the 6th District on the Democratic Central Committee and advocate in other capacities with respect to racial equity, LGBTQ, and women's reproductive rights.

Over the course of these proceedings, she has considered the comments made by each of the members of the Board of Ethics in their decision. She added that she is resolute that her actions should not have been an actual violation of the Ethics policy she acknowledges the Board's sentiment that as a Town Council member and a candidate for State office she should have

maintained a higher standard in how she handled the communications coming from her campaign. In hindsight the mailing sent, and the Facebook post made were not the type or character of campaigning that reflect her personal values and standards.

Ms. Angelico-Stetson stated that she withdrew her appeal of the Board of Ethics' findings as she did not want the Town to spend further money on the matter. After three years she believes all parties would like to move on.

During consideration this evening she hopes that the Town Council will take into account her acknowledgement that she should have maintained a higher standard as well as acknowledge the years of service she has given working for the Town, the betterment of the community, and serving as a member of Town Council.

She recognizes the Board of Ethics for the efforts and resources devoted to this matter and for the findings and conclusions they delivered.

Attorney Hill stated that under the Town's Ethics Policy there are a range of actions that are available to the Council which range from reprimand to fine. In deciding which punishment is appropriate he asks that the Council consider her years of service to the Town and in addition he feels it is important for the Council to take note of what the Board of Ethics findings actual were.

He continued stating that in announcing their decision the Board of Ethics was clear that they did not see the violation as any part of a nefarious plan but a mistake on the part of Ms. Angelico-Stetson adding that the Board felt that she should have held herself to a higher standard.

Looking through the Ethics Policy there are a range of violations ranging from stealing from the Town to doing things for your own benefit. He believes this is not one of those cases and some proportionality should be taken into account when considering the punishment. He added that if a punishment is handed down Ms. Angelico-Stetson would prefer for it to be in the form of reprimand or censure but yield to what the Council finds appropriate.

Attorney Craig Fishbein stated that he represents Donna Veach in this matter. Attorney Fishbein provided background on how the Ethics complaint transpired stating that originally Ms. Angelico-Stetson filed an Ethics complaint against Councilor Veach in September 2020 regarding Councilor Veach voting to accept the Police Union contract of which union Ms. Veach's husband is a member of. That Ethics complaint was dismissed by the Board of Ethics on October 14, 2020.

On October 18, 2020 the Berlin Democratic Town Committee (DTC) found out about the ethics complaint against Councilor Veach. Attorney Fishbein explained that ethics complaints are confidential unless probable cause is found, and the Town of Berlin's Ethics Policy takes it a step further stating that the complaint is confidential until after a hearing even if probable cause is found.

The DTC, with the approval of Ms. Angelico-Stetson, then spent \$3,322 to send a mailing to thousands of residents in the State Representative's district claiming that Ms. Veach was under investigation by the Board of Ethics which was not true. Ms. Angelico-Stetson also took out Facebook ads with the same information which received thousands of views and is still out in the public domain.

Attorney Fishbein stated that one action available to the Town Council under the Ethics Policy is restitution adding that he does not know how you cure the impression that some people will take from an elected official about another individual as some people may have believed the information that was distributed.

Attorney Fishbein stated that requiring Ms. Angelico-Stetson to send a mailing out, approved by Ms. Veach and Attorney Fishbein, to all those that received the original mailing is the only action the Council can possibly impose as this matter is about reputation and telling the truth.

Attorney Hill stated that on behalf of Ms. Angelico-Stetson he wanted to reiterate that in no way is she minimizing what happened. She is willing to take responsibility for what happened under her campaign as she approved the mailing. The theory of this being a nefarious plot was explicitly rejected by the Board of Ethics. Regarding restitution, section 1.6 refers to pecuniary benefits received because of the violation. Ms. Angelico-Stetson did not receive any pecuniary benefits, she made a mistake, and she is here to accept responsibility for that mistake in a manner that is appropriate and proportionate to what she did.

Mayor Kaczynski stated that as there are three new Council members and also after hearing the information presented this evening from both sides, he suggested that this item be continued to the February 21, 2023 Town Council meeting which will also allow for Ms. Angelico-Stetson to be present.

NO ACTION TAKEN

2. Topic re: Call a Town Meeting at 6:45 p.m. on February 7, 2023, to approve a non-budgeted appropriation of \$403,000 from the FY23 Municipal Revenue Sharing Grant account in the General Fund to the Buildings & Renovations account in the Police Construction Fund. – Finance

Finance Director Kevin Delaney stated that in order to begin the renovation process for the Police Department the area between the Board of Education and the Police Department has to be cleared out. Within this area is a sizable amount of paper records many of which are accessed fairly regularly by the Board of Education, and also critical records belonging to Human Resources, Payroll, Workers Comp, and the VNA.

In order to maintain records and move forward in freeing up the space in advance of the intended July construction start date, the Town is requesting to appropriate a State grant that was provided earlier this year that was not originally budgeted so that a firm can be hired to scan a considerable amount of that material and remove it from the area.

Councilor Paonessa moved to call a Town Meeting at 6:45 p.m. on February 7, 2023, to approve a non-budgeted appropriation of \$403,000 from the FY23 Municipal Revenue Sharing Grant account in the General Fund to the Buildings & Renovations account in the Police Construction Fund.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

3. Topic re: Authorize the Town Manager to add Juneteenth (June 19th) as a paid holiday to the annual Town of Berlin Holiday Calendar and to authorize the Human Resources Director to add Juneteenth (June 19th) to all current union contracts. – Human Resources

Human Resources Director Paula Carabetta stated that Juneteenth is currently a Federal holiday and has been approved to be a State of Connecticut holiday beginning this year. This request is to add this paid holiday to the Town of Berlin calendar and to all current union contracts.

Councilor Paonessa moved to authorize the Town Manager to add Juneteenth (June 19th) as a paid holiday to the annual Town of Berlin Holiday Calendar and to authorize the Human Resources Director to add Juneteenth (June 19th) to all current union contracts.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

4. Topic re: Authorize the Town Manager to waive the bidding requirements and issue a purchase order to SLR International for \$3,000.00 for state-mandated annual stormwater reporting, as this is in the best interest of the Town. – Public Works

Public Works Director Mike Ahern stated that because SLR International is doing the construction inspection for the Deming Road/Porters Pass/Christian Lane project they are over the \$10,000 bid threshold and this bid waiver request is needed. SLR International has been doing the state-mandated annual stormwater report for the Town for many years.

Councilor Paonessa moved to authorize the Town Manager to waive the bidding requirements and issue a purchase order to SLR International for \$3,000.00 for state-mandated annual stormwater reporting, as this is in the best interest of the Town.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

5. Topic re: Refer the matter of formally accepting two streets, Great Oak Drive and Victoria Court, as Town roadways to the Planning and Zoning Commission for a C.G.S. Section 8-24 Review. – Public Works

Public Works Director Ahern explained that in 2009 the developer of these streets was being unresponsive to Planning and Zoning and after developing some lots, sold the rest and left. The Town called a bond, finished paving the roads which were always destined to be Town roadways, put in street trees, sidewalks, and accepted 11 acres of open space however the roads were never formally accepted by the Town.

With assistance from the Finance Department in cleaning up old bonds it was determined that funds were still available. As-built roadway plans and profiles were done, and monuments were put in along the street lines. Before the Town can accept the roadways Planning and Zoning must do an 8-24 Review.

Councilor Paonessa moved to refer the matter of formally accepting two streets, Great Oak Drive and Victoria Court, as Town roadways to the Planning and Zoning Commission for a C.G.S. Section 8-24 Review.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

- 6. Topic re: Waive the bidding requirements for Wright-Pierce of Middletown CT to study the accuracy of the Baxter Avenue Sewer Meter Station and evaluate upstream and downstream sewer mains for an amount not to exceed \$85,000.00 (which includes a contingency), pending approval of the required fund transfer by the Water Control Commission, as this is in the best interest of the Town. – Water Control**

Water Control Manager Ray Jarema stated that the Baxter Avenue Sewer Meter Station is a very important meter station as 3,500 customers from Kensington Fire District discharge their sewage through that point into the Town's system. After monitoring this meter station for a few years, it was discovered that the calibrations were not done properly.

In the past, this station was utilized to determine how the Mattabassett District annual Invoice would be apportioned among Berlin Water Control, Kensington Fire District (KFD) and Worthington Fire District. The Water Control Commission believes KFD has not been assessed correctly in connection with the Mattabassett District billing. This meter measures KFD sewage flows as well as inflow/infiltration which may be significant.

Typically, a bid waiver for an item like this would not be requested but he believes it is imperative to get this started as soon as possible. Water Control reached out to Tighe & Bond, but they could not take this project on, they then reached out to Weston and Sampson who did work for KFD, but Weston and Sampson stated that KFD did not want them working for Water Control. Corporation Counsel suggested reaching out to Wright-Pierce for this study and evaluation.

Councilor Paonessa moved to waive the bidding requirements for Wright-Pierce of Middletown CT to study the accuracy of the Baxter Avenue Sewer Meter Station and evaluate upstream and downstream sewer mains for an amount not to exceed \$85,000.00 (which includes a contingency), pending approval of the required fund transfer by the Water Control Commission, as this is in the best interest of the Town.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

- 7. Topic re: Waive the bidding requirements for Northeast Laboratories to allow for payments up to \$17,000.00 so that the Berlin Water Control Commission remains in compliance with water quality tests established by the Connecticut Department of Health, as this is in the best interest of the Town. – Water Control**

Water Control Manager Jarema stated that Water quality testing is mandated by the Connecticut Department of Health. Northeast Laboratories consistently performs the testing at its facilities in Berlin and is most familiar with the Towns' requirements and procedures.

Councilor Paonessa moved to waive the bidding requirements for Northeast Laboratories to allow for payments up to \$17,000.00 so that the Berlin Water Control Commission remains in compliance with water quality tests established by the Connecticut Department of Health, as this is in the best interest of the Town.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

8. Topic re: Authorize Town Manager, Arosha Jayawickrema, to enter into contract with the lowest bidder, A-Z Services, LLC for seasonal maintenance and lawn cutting at various town properties including the two alternates for a total amount of \$37,125.45 from March 1, 2023 through November 30, 2025. - Public Grounds

Superintendent of Parks and Grounds Steve Wood stated that every three years the Town goes out to bid for seasonal maintenance and lawn cutting at the five Town-owned cemeteries, two ancient sections of Wilcox and Maple Cemeteries, and various Town properties.

A-Z Services LLC of Newington was the lowest bidder this year. The company has also met with the Cemetery Committee to review the needs of the various cemeteries. The Committee believes they will do a wonderful job.

Councilor Paonessa moved to authorize Town Manager, Arosha Jayawickrema, to enter into contract with the lowest bidder, A-Z Services, LLC for seasonal maintenance and lawn cutting at various town properties including the two alternates for a total amount of \$37,125.45 from March 1, 2023 through November 30, 2025.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

9. Topic re: Update to Town Council regarding Animal Control- Animal Control

Town Manager Jayawickrema stated that at the last Town Council meeting there were some questions and concerns regarding the history of the Animal Control office, Animal Control's patrolling of the new off-leash area at Pistol Creek, and the safety of the Animal Control officers.

Director of Community, Recreation and Park Services Jen Ochoa, whose office oversees Animal Control, stated that the Town's two Animal Control officers have been patrolling both Pistol Creek and Bicentennial Meadow since the new ordinance went into effect on February 1, 2022.

Even though the Bicentennial Meadow had a 6-month reprieve from this ordinance, officers were still patrolling the area in order to educate the public about the new ordinance. Hard copies of the ordinance were distributed to the public as needed.

Written patrol logs were only started after a complaint was made to the Town Manager's Office on December 2, 2022, about dogs being off leash at Pistol Creek and people throwing their excrement bags into the woods. Prior to that, no complaints had been received by the Animal Control Office, Ms. Ochoa's office, or the Town Manager's Office regarding Pistol Creek. There are days on the patrol logs that they were unable to get to the locations to patrol due to other responsibilities such as, but not limited to cleaning/feeding the animals at the shelter, following up on reports, and going on calls.

Ms. Ochoa added that this past weekend Animal Control Officer (ACO) Jan Lund visited Pistol Creek and found that anyone walking their dog throughout the park had their dogs leashed.

Animal Control Officers enforce the Connecticut Animal Control Laws listed in the Law Book sent out by the State. More specifically, they enforce Chapters 435, 436 and 436A. They can also issue citations for Town ordinances however the first six months of the ordinance being in place the officers were not issuing citations but educating the public.

In September 2022, Ms. Ochoa, Town Manager Jayawickrema, and Chief McNally decided to continue the education of the leash law ordinance and not to move towards written warnings as there had been no complaints. A 3" by 3" reminder card that stated the Town Ordinance was created. Chief McNally stated that he would also have his officers add Pistol Creek and Bicentennial to their patrols and distribute the reminder cards as time allowed.

Regarding the safety of the Animal Control officers as they are not under the supervision of the Police Department and therefore not on the Police radio system and do not have weapons. After speaking with both officers, they stated that there have been very few instances of feeling concerned for their own safety and when there have been dog bites or people becoming rowdy, they received support from the Police Department immediately.

Ms. Ochoa stated that she spoke with Jim Simons, and he recommended portable radios that could be programmed to police dispatch. The approximate cost of these radios would be about \$3,400.

Regarding the supervision of Animal Control not being under the Police Department, Human Resources Director Paula Carabetta reached out to the Town's labor attorney who stated as there was an MOU signed by all parties those parties must agree to any modifications to it. Town Manager Jayawickrema stated that discussions were held between the current full-time ACO, Police Commissioner Steve Wilson, and former Police Chief John Klett. At that time Mr. Wilson and the Police Chief stated that they would take back Animal Control under the Police Department but not with the current ACO. Mayor Kaczynski stated it might be worth revisiting with the new Police Chief.

Ms. Ochoa stated that Jan Lund is the full-time ACO under the blue-collar union who works Monday through Friday 8:00 a.m. to 4:30 p.m. Kate Matson is the part-time ACO who works 8:00 a.m. to 4:30 p.m. on Friday and six hours on both Saturday and Sunday. There is currently a request in the budget to make the part-time position full-time and if that gets approved, they are considering making that an evening position.

The ACOs will continue to maintain written patrol logs. Town Manager Jayawickrema stated that his office received one complaint in December, if the public is having issues, they need to provide

specific information so it can be investigated. He added that he has visited Pistol Creek every day at various times since the last Town Council meeting and he has seen no issues. He also spoke with a woman who visits the park every day and she stated she has never seen any dogs that are off leash where they shouldn't be.

NO ACTION NEEDED

10. Topic re: Waive the town's purchasing requirements and award the 2023 Diesel contract to East River Energy and allow Town Administration to lock into a favorable pricing when it becomes available as this is in the town's best interest. – Municipal Garage

Public Works Director Ahern stated that in conversations between Fleet Manager Jim Simons, Town Manager Jayawickrema, and Finance Director Kevin Delaney they want to be able to time the market to lock into favorable pricing in the ever-changing diesel fuel market.

This agenda item is to award the 2023-2024 diesel contract to East River Energy now to provide the Town stability in pricing for diesel over an extended period which hopefully will afford some savings and an adequate budget figure.

Councilor Paonessa moved to waive the town's purchasing requirements and award the 2023 Diesel contract to East River Energy and allow Town Administration to lock into a favorable pricing when it becomes available as this is in the town's best interest.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

11. Topic re: Waive bidding requirements in the best interest of the Town and authorize the Town Manager to enter consulting contract amendments with BETA Group, Inc. in an amount not to exceed \$6,000 to be paid from the CT Sand & Stone #2 account, per the scope of work attached. – Economic Development

Economic Development Coordinator Jim Mahoney stated that during a recent meeting with the Connecticut Department of Energy and Environmental Protection it was indicated that the previously completed hazardous building materials survey should be expanded to include PCB testing.

BETA Group, Inc. was previously selected by the Town through a competitive process to provide environmental consulting services for the Connecticut Sand & Stone sites. As funds are still available from the Brownfields Assessment Grant this request is to enter into contract amendments with BETA Group for these services.

Councilor Paonessa moved to waive bidding requirements in the best interest of the Town and authorize the Town Manager to enter consulting contract amendments with BETA Group, Inc. in an amount not to exceed \$6,000 to be paid from the CT Sand & Stone #2 account, per the scope of work attached.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

11a. Topic re: Authorize the Town Manager to apply for and accept, on behalf of the Town, a grant from the Neglected Cemetery Account, and to authorize the Town Manager to enter into and execute any and all agreements, contracts and documents necessary to obtain said grant should the town be selected for a grant award, to approve appropriation of the grant to the Cemetery Account and to refer the appropriation of the grant to the Board of Finance, if awarded. – Economic Development

Economic Development Coordinator Mahoney stated that the Town has received this grant in the past and it allows for improvements to Town cemeteries. Improvements have included fencing and stone repair.

Councilor Paonessa moved to authorize the Town Manager to apply for and accept, on behalf of the Town, a grant from the Neglected Cemetery Account, and to authorize the Town Manager to enter into and execute any and all agreements, contracts and documents necessary to obtain said grant should the town be selected for a grant award, to approve appropriation of the grant to the Cemetery Account and to refer the appropriation of the grant to the Board of Finance, if awarded.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

12. Topic re: Waive the bidding process in the best interest of the Town and to authorize the Town Manager to enter into a contract amendment with Loureiro Engineering to the Town to redesign the engineered control based on the changes to Newport's plans and to apply to the Connecticut Department of Energy and Environmental Protection for an amendment to the engineered control variance for the project for a cost not to exceed \$5,500 that will be charged to the Municipal Brownfields Grant account. – Economic Development

Economic Development Coordinator Mahoney stated that due to price and interest rate increases Newport Realty Group is revising its plan for 55 Steele Boulevard to eliminate the ground-level parking under the building, reduce the building footprint, and reduce the number of apartments from 60 to 50. The elimination of the ground-level parking under the building will result in the need for the engineered control membrane to be placed across the entire site prior to conveyance to Newport Group.

The engineered control is being installed pursuant to an engineered control variance approved by the Connecticut Department of Energy and Environmental Protection that allows the Town to install a geomembrane to cap contaminated soils on the site. The engineered control will need to be amended to accommodate the new design.

Loureiro Engineering provides environmental consulting services for the Town's 55 Steele Boulevard property. Loureiro has submitted a proposal to the Town to redesign the engineered control based on the changes to Newport's plans and to apply to the Connecticut Department of Energy and Environmental Protection for an amendment to the engineered control variance for the

project for \$3,500. A \$2,000 contingency is also requested for any additional sampling or responses to DEEP.

Councilor Paonessa moved to waive the bidding process in the best interest of the Town and to authorize the Town Manager to enter into a contract amendment with Loureiro Engineering to the Town to redesign the engineered control based on the changes to Newport's plans and to apply to the Connecticut Department of Energy and Environmental Protection for an amendment to the engineered control variance for the project for a cost not to exceed \$5,500 that will be charged to the Municipal Brownfields Grant account.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

13. Topic re: Pursuant to Sections 1-4(a)(1) and 1-6 of the Berlin Ethics Policy and Section 9-5 of the Town Charter, consideration and action in response to the Board of Ethics' December 21, 2021, finding of a violation of the Ethics Policy and Code of Ethics relative to Complaint #2021-001. – Town Manager

Item moved to Agenda Item #1a

K. APPOINTMENTS:

- 1. Berlin-Peck Memorial Library Board** – Elaine Borselle (D) term expires on January 31, 2023. Reappointment or replacement term would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Elaine Borselle (D) of 61 Oak Ridge Drive for appointment to the Berlin-Peck Memorial Library Board.

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

Vote being 7-0 in favor of Elaine Borselle (D) to serve on the Berlin-Peck Memorial Library Board. Term ending January 31, 2026.

- 2. Berlin-Peck Memorial Library Board** – Sharon Powell (U) (does not want to be reappointed) term expires on January 31, 2023. Reappointment term would be until January 31, 2026. Can be filled with a D, R or U.
- 3. Berlin-Peck Memorial Library Board** – Carol Welz (R) term expires on January 31, 2023. Reappointment or replacement term would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Carol Welz (R) of 1308 Orchard Road for appointment to the Berlin-Peck Memorial Library Board.

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

Vote being 7-0 in favor of Carol Welz (R) to serve on the Berlin-Peck Memorial Library Board. Term ending January 31, 2026.

4. **Board of Ethics** – Antonina DeDominicis (R) term expires on January 31, 2023. (Second Term) Reappointment or replacement term would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Antonina DeDominicis (R) of 27 Bluebird Lane for appointment to the Board of Ethics.

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

Vote being 7-0 in favor of Antonina DeDominicis (R) to serve on the Board of Ethics. Term ending January 31, 2026.

5. **Board of Ethics** – Susan Bordonaro (R) term expires on January 31, 2023. (Second Term) Reappointment or replacement term would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Susan Bordonaro (R) of 81 Gianna Lane for appointment to the Board of Ethics.

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

Vote being 7-0 in favor of Susan Bordonaro (R) to serve on the Board of Ethics. Term ending January 31, 2026.

6. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R, or U.

Councilor Paonessa placed in nomination the name of Tiffany Bernard (D) of 49 Main Street, Kensington for appointment to the Board of Ethics - Alternate.

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

Vote being 7-0 in favor of Tiffany Bernard (D) to serve on the Board of Ethics as an Alternate. Term ending January 31, 2025.

7. **Board of Ethics - Alternate** – Deborah Reed (R) term expires on 1/31/2023. Reappointment or replacement term would be until January 31, 2026. Can only be filled with a R or U if the above appointment is filled with an D.

Councilor Paonessa placed in nomination the name of Deborah Reed (R) of 71 Magnolia Lane for appointment to the Board of Ethics - Alternate.

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

Vote being 7-0 in favor of Deborah Reed (R) to serve on the Board of Ethics as an Alternate. Term ending January 31, 2026.

8. **Cemetery Committee** – Stephen Pastuszak (U) term expires on 1/31/2023. Reappointment or replacement term would be until January 31, 2029. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Stephen Pastuszak (U) of 754 Worthington Ridge for appointment to the Cemetery Committee.

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

Vote being 7-0 in favor of Stephen Pastuszak (U) to serve on the Cemetery Committee. Term ending January 31, 2029.

9. **Commission for Persons with Disabilities** – Barbara Cesanek (R) term expires on January 31, 2023. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

10. **Commission for Persons with Disabilities – Vacancy**- Term expires on January 31, 2023. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Paul R. Oates (D) of 51 Hudson Street for appointment to the Commission for Persons with Disabilities.

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

Vote being 7-0 in favor of Paul R. Oates (D) to serve on the Commission for Persons with Disabilities. Term ending January 31, 2026.

11. **Commission for the Aging** – Ann Gamelin (D) term expires on January 31, 2023. Reappointment or replacement term would be until January 31, 2028. Can be filled with a D or U.

Councilor Paonessa placed in nomination the name of Ann Gamelin (D) of 31 Colonial Drive, Apt. 21 for appointment to the Commission for the Aging.

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

Vote being 7-0 in favor of Ann Gamelin (D) to serve on the Commission for the Aging. Term ending January 31, 2028.

- 12. Conservation Commission** – Karl Lewis (D) term expires on January 31, 2023. Reappointment or replacement term would be until January 31, 2028. Can be filled with a D, R, or U.

Councilor Paonessa placed in nomination the name of Karl Lewis (D) of 56 Hartland Terrace for appointment to the Conservation Commission.

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

Vote being 7-0 in favor of Karl Lewis (D) to serve on the Conservation Commission. Term ending January 31, 2028.

- 13. Conservation Commission** – Robert Ramsey (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can only be filled with a R or U if the above appointment is filled with an D.

Councilor Paonessa placed in nomination the name of Robert Ramsey (R) of 91 Jeffrey Lane for appointment to the Conservation Commission.

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

Vote being 7-0 in favor of Robert Ramsey (R) to serve on the Conservation Commission. Term ending January 31, 2028.

- 14. Conservation Commission – Vacancy** – Alternate – Term would be until January 31, 2026. Can be filled with a D, R or U.

- 15. Constables – 3 Vacancies** -Terms would be until December 2023. Can be filled with D, R, or U with no more than a bare majority to be from one political party (Section 8-6).

- 16. Economic Development Commission** – Edward Egazarian (D) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Edward Egazarian (D) of 1183 Worthington Ridge for appointment to the Economic Development Commission.

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

Vote being 7-0 in favor of Edward Egazarian (D) to serve on the Economic Development Commission. Term ending January 31, 2028.

- 17. Golf Commission** – James Norton (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of James Norton (R) of 36 Steepleview Drive for appointment to the Golf Commission.

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

Vote being 7-0 in favor of James Norton (R) to serve on the Golf Commission. Term ending January 31, 2026.

- 18. Golf Commission** – Nancy Berger (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Nancy Berger (R) of 1146 High Road for appointment to the Golf Commission.

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

Vote being 7-0 in favor of Nancy Berger (R) to serve on the Golf Commission. Term ending January 31, 2026.

- 19. Golf Commission** – James Green (D) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of James Green (D) of 29 Bannan Lane for appointment to the Golf Commission.

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

Vote being 7-0 in favor of James Green (D) to serve on the Golf Commission. Term ending January 31, 2026.

- 20. Historic District Commission -Vacancy** – Term expires on January 31, 2027. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of John Diakun (R) of 76 Hemlock Ridge for appointment to the Historic District Commission.

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

Vote being 7-0 in favor of John Diakun (R) to serve on the Historic District Commission. Term ending January 31, 2027.

- 21. Historic District Commission** – Donald Forcash (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Donald Forcash (U) of 492 Worthington Ridge for appointment to the Historic District Commission.

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

Vote being 7-0 in favor of Donald Forcash (U) to serve on the Historic District Commission. Term ending January 31, 2028.

- 22. Inland Wetlands & Water Courses Commission – Vacancy** – Term would be until January 31, 2024. Can only be filled with a D or U.

- 23. Inland Wetlands & Water Courses Commission** – Frederick White (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can only be filled with a D or U.

- 24. Inland Wetlands & Water Courses Commission** – Alternate – Steve Biella, Jr. (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.

- 25. Inland Wetlands & Water Courses Commission** – Alternate - John Russo, Jr. (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depend on the above appointment).

- 26. Parks and Recreation Commission – Vacancy** (Legnani resigned) – Term would be until January 31, 2024. Can be filled with a D, R or U.

- 27. Parks and Recreation Commission – Vacancy** – Term would be until January 31, 2025. Can be filled with a D, R or U.

- 28. Parks and Recreation Commission** – Anthony Butrimas (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.

29. Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies – New terms would expire on June 30, 2023. Can be filled with a D, R or U. There are only two members from Berlin for this board.

30. Planning and Zoning Commission – Vacancy – Term would be until January 31, 2027. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Scott Hamel (R) of 73 Westview Terrace for appointment to the Planning and Zoning Commission.

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

Vote being 7-0 in favor of Scott Hamel (R) to serve on the Planning and Zoning Commission. Term ending January 31, 2027.

31. Planning and Zoning Commission – June Daly (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of June Daly (R) of 67 Homecrest Drive for appointment to the Planning and Zoning Commission.

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

Vote being 7-0 in favor of June Daly (R) to serve on the Planning and Zoning Commission. Term ending January 31, 2028.

32. Planning and Zoning Commission – Brian Rogan (D) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Brian Rogan (D) of 2104 Chamberlain Highway for appointment to the Planning and Zoning Commission.

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

Vote being 7-0 in favor of Brian Rogan (D) to serve on the Planning and Zoning Commission. Term ending January 31, 2028.

33. Planning and Zoning Commission – Alternate – Vacancy (Legnani resigned) - Term would be until January 31, 2024. Can be filled with a D, R or U.

34. Public Building Commission – James Ouellette (D) term expires on January 31, 2023. (Does not want to be reappointed) Replacement would be until January 31, 2028. Can be filled with a R, D or U.

35. Public Building Commission – Jason Scarano (U) term expires on January 31, 2023.

Reappointment or replacement would be until January 31, 2028. Can only be filled with a D or U if the above appointment is filled by a R.

Councilor Paonessa placed in nomination the name of Jason Scarano (U) of 191 Stillmeadow Lane for appointment to the Public Building Commission.

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

Vote being 7-0 in favor of Jason Scarano (U) to serve on the Public Building Commission. Term ending January 31, 2028.

36. Veteran's Commission – Peter Galgano, Jr. (D) term expires on January 31, 2023.

Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R, or U.

Councilor Paonessa placed in nomination the name of Peter Galgano, Jr (D) of 59 Wilcox Avenue for appointment to the Veteran's Commission.

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

Vote being 7-0 in favor of Peter Galgano, Jr (D) to serve on the Veteran's Commission. Term ending January 31, 2026.

37. Veteran's Commission – Bruce Trevethan (D) term expires on January 31, 2023.

Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R, or U.

Councilor Paonessa placed in nomination the name of Bruce Trevethan (D) of 26 Grove Street for appointment to the Veteran's Commission.

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

Vote being 7-0 in favor of Bruce Trevethan (D) to serve on the Veteran's Commission. Term ending January 31, 2026.

38. VNA – France Geschimsky (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.

39. VNA – Andrew Legnani (D) term expires on January 31, 2023. (He does not wish to be reappointed.) Replacement would be until January 31, 2026. Can be filled with a D, R or U.

40. VNA – Peter Zarabozo (U) term expires on January 31, 2023. (He does not want to be reappointed) Replacement would be until January 31, 2026. Can be filled with a D, R or U.

41. VNA – Donna Rutkowski (U) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2026. Can be filled with a D, R or U.

42. Water Control Commission – Liam Mitchell (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Liam Mitchell (R) of 1005 Kensington Road for appointment to the Water Control Commission.

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

Vote being 7-0 in favor of Liam Mitchell (R) to serve on the Water Control Commission. Term ending January 31, 2028.

43. Water Control Commission – Alternate – Vacancy – Term would be until January 31, 2024. Can be filled with a D, R or U.

44. Water Control Commission –Alternate - Vacancy -New term would be until January 31, 2026. Can be filled with a D, R or U.

45. Water Control Commission – Alternate – Vacancy – New term would be until January 31, 2026. Can be filled with a D, R or U. (Depending on the above two appointments).

46. Youth Services Advisory Board – Youth - Vacancy – New term would be until January 31, 2026.

47. Youth Services Advisory Board – Service Consumer – Donald Geschimsky term expires on 1/31/2023. Reappointment or replacement would be until January 31, 2026.

48. Youth Services Advisory Board – Youth Officer – Vacancy - Theodore Fuini term expires on 1/31/2025.

Councilor Paonessa placed in nomination the name of Brett Kelly of 240 Kensington Road for appointment to the Youth Services Advisory Board – Youth Officer.

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

Vote being 7-0 in favor of Brett Kelly to serve on the Youth Services Advisory Board as Youth Officer. Term ending January 31, 2025.

49. Zoning Board of Appeals – Christine Mazzotta (R) term expires on January 31, 2023. Reappointment or replacement would be until January 31, 2028. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Christine Mazzotta (R) of 405 Alling Street for appointment to the Zoning Board of Appeals.

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

Vote being 7-0 in favor of Christine Mazzotta (R) to serve on the Zoning Board of Appeals. Term ending January 31, 2028.

50. Zoning Board of Appeals – Alternate – Vacancy – Term would be until January 31, 2024. Can be filled with a D, R or U.

L. TOWN MANAGER'S REPORT:

- The Town's Food Pantry will temporarily be moved to the Town Hall Engineering Conference Room as the current food pantry area will be blocked by construction equipment during the Police Department renovation.
- The Town Manager is soliciting ideas for what to do with the Pistol Creek land and will present the list to Town Council for review.
- Town Planner Maureen Giusti is back to work after a health scare. She will be coming back on a part time basis for the time being.
- On Tuesday January 31st the Ordinance Committee will be meeting at 6:00 p.m. then there will be a joint meeting of the Planning and Zoning Commission and Town Council at 7:00 p.m. regarding cannabis.

M. SPECIAL COMMITTEE REPORTS:

None

N. COUNCILORS' COMMUNICATION:

Councilor Rosso requested that Councilor Risolo fill the Town Council Sub-Committee positions previously held by Councilor Fazzino. Town Clerk Kate Wall stated she would have an agenda item for this at the next meeting.

Councilor Coppola thanked the Council for their kind words and gift after the passing of her father.

Mayor Kaczynski stated that Golf Pro Mark Bayram's father recently passed away and Jim Mahoney's brother passed away before the holidays. Condolences were extended to both families.

O. ACCEPTANCE OF MINUTES:

January 3, 2023

Councilor Paonessa moved to accept the Town Council Meeting Minutes of January 3, 2023.

Seconded by Councilor Veach.

Those voting in favor: Councilor Foster, Councilor Paonessa, Councilor Rosso, Councilor Veach, Mayor Kaczynski

Abstain: Councilor Coppola, Councilor Risolo

Vote being 5-0-2 (MOTION CARRIED)

P. ADJOURNMENT

Councilor Veach moved to adjourn at 9:03 p.m.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting