

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

Topic: Town Council Meeting 2023-03-21

Time: Mar 21, 2023 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/82221003501?pwd=Q1h6RW9rUINyV2l1UHlsaXEwYnkwUT09>

Meeting ID: 822 2100 3501

Passcode: 733082

+1 929 205 6099 US (New York)

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, March 21, 2023
Town Council Chambers
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MAYOR'S UPDATE

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

G. CONSENT AGENDA:

1. Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize/silent auction item during the Berlin High School Music and Theater Department Jazz with Pizzazz event. Total Value of the donation is \$242. – Golf Course
2. Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize item during the Griswold Parent's Club 14th Annual Pasta Night and Raffle event. Total Value of the donation is \$242. – Golf Course
3. Topic re: Approve the donation of a round of golf for four and two carts to be used as a raffle prize item during the Berlin High School Athletic Booster Association Fundraiser. Total Value of the donation is \$242. – Golf Course

4. Topic re: Transfer \$297,500, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts. - Finance
5. Topic re: Accept monetary donations totaling \$816.72 and deposit \$660.05 into the friends of the library miscellaneous account for the purchase of two museum pass renewals, adult program supplies, and an adult publication subscription and deposit \$132.88 into the media lab account and deposit \$23.79 into the library agency account for the libraries greatest need. – Berlin-Peck Memorial Library
6. Topic re: Approve acceptance of the donation to the fishing derbies in the amount of a \$50.00 donation from the Kensington Garden Club, \$100 donation from the Berlin Polish Political Club, INC., \$100 donation from the Mattabasett Rifle & Pistol Club and \$1,000 donation from the Berlin Lions Club for the Berlin Parks and Recreation Departments youth fishing derbies to be held on Saturday, April 22, and Saturday, April 29, 2023, at Sage Park Pond from 8:00 AM to 10:00 AM. – Parks and Recreation
7. Topic re: Approve Berlin Little League to be able to sell food, beverages, ice cream, candy, and merchandise for the 2023 baseball season at the following locations: Petit fields, Garrity and Pulcini, Dennehy and Centurelli fields. – Parks and Recreation
8. Topic re: Approve Debra Tubbs of Rock N Roll Ice Cream Truck to sell ice cream, snacks and beverages at the following parks and playgrounds: Pistol Creek, Percival Pool, Demore, Dinda, Bittner Jr. Memorial Pool, Sage Park, Playground and the Friendship Place at Willard School. – Parks and Recreation
9. Topic re: Approve permission for consumption and serving of alcoholic beverages (BYOB) at Timberlin Park pavilion for Kari Mocci's baby shower for approximately 100 people on Saturday, June 3, 2023, from 1 PM to 5 PM. Food will be served buffet style. Tulip Insurance will be obtained if permission is granted. – Parks and Recreation
10. Topic re: Accept the donation of \$50.00 and appropriate the funds to the Police K9 Program Expenditure Account. – Police
11. Topic re: Accept the donations of \$25.00 and appropriate the funds to the Supplies Expenditure Account. - Police
12. Topic re: Authorize Berlin Senior Center to participate with Newington, Wethersfield and Rocky Hill Senior Centers and the Central CT Health District in applying for the National Council on Aging (NCOV) Vaccine Uptake Initiative Grant. The minimum grant amount to be shared among the five entities is \$50,000 and the maximum is \$150,000. – Senior Center

H. PUBLIC HEARINGS

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, March 21, 2023 at 7:00 p.m. for the purpose of holding a public hearing on the proposed amendment to an ordinance of the Town, as follows:

The proposed amendment to this section of the Ordinance adds language to include affiliations as noted in the following:

Sec. 2-192. Composition; appointment, removal, and term of members; annual meeting and election of officers.

The Public Golf Course Commission shall be composed of eight (8) resident electors of the Town. No more than four (4) members shall be from the men's club, one (1) seniors' club, one (1) non-golfer, one (1) from the ladies' club, and one (1) from the lady niners. All members of the Commission shall be appointed by the Town Council and may be removed by the Town Council. Each of the eight (8) members shall serve for a term of three (3) years, ending each January, with appointments staggered so that replacement/reappointments take place for no more than two (2) or three (3) members each year. Vacancies shall be filled for any unexpired term by the Town Council.

Copies of said proposed amendment to the ordinance are on file open to public inspection at the Office of the Town Clerk.

I. NEW BUSINESS:

1. Topic re: Report out from Central Connecticut Health District. – Central Connecticut Health District
2. Topic re: Authorize the Town Manager to sign a 25-year addendum to the February 11, 1999, license agreement with T-Mobile USA Tower LLC (successor in interest in the Agreement to Omnipoint) to license the cell tower located behind the Berlin Town Hall. - Finance
3. Topic re: Approve to host the 2023 USGA Senior Amateur Qualifier on Wednesday, August 9 and bypass the green fees for the participants. – Golf Course
4. Topic re: Authorize the Town Manager to extend the option agreement between the Town and the Berlin Housing Authority from an end date of from an end date of March 31, 2023, to a new end date of May 31, 2023. – Housing Authority
5. Topic re: Authorize the Town Manager to correspond with the City of New Britain to request the relocation of the Wigwam Road right of way. – Economic Development
6. Topic re: Authorize the Town Manager to execute the attached subordination with respect to the Statutory Mortgage Form Deed in the original principal amount of \$6,512.02 dated October 24, 2018 and recorded October 24, 2018 in Volume 752 at Pages 288 through 294 in the Berlin Land Records, subject to the review and approval of Corporation Counsel. – Economic Development
7. Topic re: Approve a tax abatement for Kids LLC for the construction of a 5,000 square foot building at 150 Webster Square Road of 50% in year 1, 40% in year 2, and 30% in year 3. Also approve a tax abatement for Kids LLC for the construction of a 4,320 square foot building at 160 Webster Square Road of 50% in year 1, 40% in year 2, and 30% in year 3. – Economic Development

8. Topic re: Approve the purchase of Lion Fire Department Protective Clothing from C & S Specialty in an amount not to exceed \$40,000 utilizing the NPPgov (National Purchasing Partners) Contract# PS200658. – Fire Administrator
9. Topic re: Utilize State of Connecticut DAS Contract No. 20PSX0088 and approve the estimate from McBride Wayside Carpet of Newington, CT in the amount of \$137, 877 which includes a five percent project contingency and prevailing wage for the replacement of carpeting per the designed scope at Peck Memorial Library. – Berlin-Peck Memorial Library/Facilities
10. Topic re: Approve the proposal from Integrated Technical Systems of Wallingford, CT., utilizing State of Connecticut DAS contract no. 18PSX0005 in the amount of \$292,500 to replace and upgrade the fire alarm system at Emma Hart Willard School. Move to approve the proposal from Integrated Technical Systems of Wallingford, CT utilizing State of Connecticut DAS contract no. 18PSX0005 in the amount of \$261,000 to replace and upgrade the fire alarm system at Mary E. Griswold school pending additional funding approval by the Board of Finance. - Facilities
11. Topic re: Approve a bid waiver and the proposal from JA Rosa of Wolcott, CT in the amount of \$493,000 which includes a seven percent project contingency to expand and enclose the existing wash bay structure located at the Highway Department within the Physical Services Complex at Town Farm Lane as this is in the best interest of the Town. - Facilities
12. Topic re: Waive the bidding requirements (in case of pump failure, or needed repairs), and approve hiring Fleet Pump & Service for an amount not to exceed \$45,000 through December 31, 2023, as this is in the best interest of the Town. – Water Control
13. Topic re: Discussion determining if there is a mechanism to compel the Districts to participate in an evaluation of their Technical, Managerial and Financial Conditions to better serve the water and sewer needs of the Town of Berlin. Ultimately, discussion about the payment of the evaluation, if it is determined to move forward. – Water Control
14. Topic re: Receive the blighted properties list from the Town Manager for consideration. – Town Manager
15. Topic re: Readopt the Fair Housing Resolution, the Fair Housing Policy Statement, Affirmative Action Policy Statement, and the Compliance with Title VI of the Civil Rights Act of 1964 Statement. – Town Manager

J. APPOINTMENTS:

1. 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.
2. 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 R or U.
3. Conservation Commission – Vacancy – Alternate – Term would be until January 31, 2026. Can be filled with a D, R or U.

4. 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).
5. Housing Authority – Joseph Bajorski (R) term expires on 3/31/2023. Reappointment or replacement term would be until March 31, 2028. Can be filled with a D, R, or U.
6. Inland Wetlands & Water Courses Commission – Alternate –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
7. Inland Wetlands & Water Courses Commission – Alternate - Replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depend on the above appointment).
8. Parks and Recreation Commission –Term expires on January 31, 2023 replacement would be until January 31, 2026. Can be filled with a D, R or U.
9. 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.
10. Planning and Zoning Commission – Alternate – Vacancy (Legnani resigned) - Term would be until January 31, 2024. Can be filled with a D, R or U.
11. Public Building Commission –Replacement would be until January 31, 2028. Can be filled with a R, D or U.
12. VNA –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
13. VNA –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
14. VNA –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
15. VNA –Replacement would be until January 31, 2026. Can be filled with a D, R or U.
16. Water Control Commission – Alternate – Vacancy – Term would be until January 31, 2024. Can be filled with a D, R or U.
17. Water Control Commission –Alternate - Vacancy -Term would be until January 31, 2026. Can be filled with a D, R or U.
18. Water Control Commission – Alternate – Vacancy – Term would be until January 31, 2026. Can be filled with a D, R or U. (Depending on the above two appointments).
19. Youth Services Advisory Board – Youth - Vacancy – Term would be until January 31, 2026.

20. Youth Services Advisory Board – Service Consumer –Replacement would be until January 31, 2026. Can be filed with a D, R or U.

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

K. TOWN MANAGER’S REPORT:

L. SPECIAL COMMITTEE REPORTS:

M. COUNCILORS’ COMMUNICATION:

N. ACCEPTANCE OF MINUTES: March 7, 2023

O. ADJOURNMENT

Consent.

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 13, 2023

SUBJECT: Timberlin Golf Course Donation – Berlin High School Music and Theater Department

Summary of Agenda Item:

The Timberlin Golf Commission, at its meeting on February 16, 2023, recommended approval of a round of golf for four and two carts to be used for the Berlin High School Music and Theater Department silent auction. The Fundraiser is on June 2, 2023. Total value of the donation is \$242.

Action Needed:

Move to approve the donation of a round of golf for four and two carts to be used as a raffle prize/silent auction item during the Berlin High School Music and Theater Department Jazz with Pizzazz event. Total Value of the donation is \$242.

Attachments:

- Email donation request from Danielle Morisse-Corsetti.
- Fee Waiver Form

Prepared By:

Sol Guerrero, PGA -Director of Golf



Berlin High School Music and Theatre Department
EIN 06-6001580

February 1, 2023

Dear Timberlin Golf Course ,

The Berlin High School Music and Theatre Department is excited to be preparing for our Jazz with Pizzazz fundraiser on June 2, 2023. This event is our largest fundraiser of the year and will draw almost 400 people. Every dollar raised at this event goes to support approximately 60 students at our high school music programs. Each student takes part in a rewarding experience that instills positive attitude and self-image, learning work ethic, collaboration, and leadership. Our band and color guard students take pride in representing Berlin and have an extraordinary level of musicianship.

We would like to ask for your support in providing us with a donation for our silent auction. Your participation will provide you with great business exposure to the larger Berlin High School community. The Berlin High School Band Parents Association (BPA) is a 501(c)(3) non-profit organization that supports the needs of the band. All donors will be recognized at our event and businesses can claim contributions as a tax deduction.

This year, the BHS Redcoat Band continues to rebuild following the pandemic restrictions of the last years. Maintaining a first-class high school music program of this caliber requires expertise, hard work, and financial support. This year's financial goals include providing scholarships to outgoing seniors and your contribution allows our talented high school musicians to continue to make music.

I appreciate you taking the time to read this letter and consider making a donation to help support our children's music education at Berlin High School. If you have any questions or need any additional information to consider our request, please do not hesitate to contact us.

Thank you in advance for understanding that **YOU** really can make a difference and for your generous gift!

Sincerely,

Danielle Morisse-Corsetti
JWP silent auction chair
dmorisse@outlook.com – 860.839.8705
139 Patterson Way Berlin, CT 06037



TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Berlin High School Music and Theater Department	Date: 3/10/23
Contact Name: Danielle Morisse-Corsetti	
Phone Number: 860-839-8705	
Event: Jazz with Pizzazz Fundraiser	Date of Event: 6/2/23
Location of the Event: Berlin High School Gym	
What fee do you want waived: Round of Golf for four and two carts. Total \$242.	
Identify the hardship incurred: None	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: All proceeds will go towards supporting the Berlin High School music program. Approximately, 60 students are in the music program.	

Town Manager review:

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

Yes ☒ No ☐

If so, which criteria:

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

TOWN OF BERLIN Request for Fee Waiver

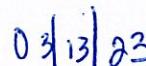
Name of Non-Profit or Political Organization: Berlin High School Music and Theater - Jazz with Pizzazz

Comments:

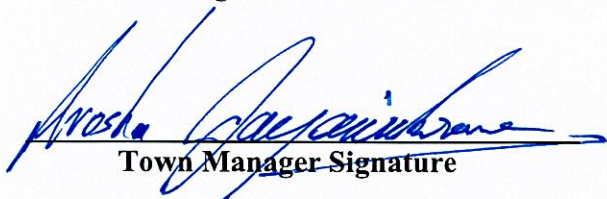


Director of Golf

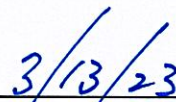
Signature



Date



Town Manager Signature



Date

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

1. Fee Waiver Policy

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

Consent
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 13, 2023

SUBJECT: Timberlin Golf Course Donation – The Mary E. Griswold Parent's Club

Summary of Agenda Item:

The Timberlin Golf Commission, at its meeting on February 16, 2023, recommended approval of a round of golf for four and two carts to be used for the Griswold Parent's Club 14th Annual Pasta Night and Raffle event. The Fundraiser is on March 30, 2023. Total value of the donation is \$242.

Action Needed:

Move to approve the donation of a round of golf for four and two carts to be used as a raffle prize item during the Griswold Parent's Club 14th Annual Pasta Night and Raffle event. Total Value of the donation is \$242.

Attachments:

- Email donation request from Vanessa D'Anna
- Fee Waiver Form

Prepared By:

Sol Guerrero, PGA -Director of Golf





To Whom it may concern:

I am writing to you on behalf of The Mary E. Griswold Parent's Club. The Parents Club is currently planning our 14th Annual Pasta Dinner and Raffle event, which will take place on March 30, 2023. It is a wonderful evening, which brings our school and community together as a family for food and fun.

Money raised during our raffle will fund field trip transportation, curriculum enrichment, technology and many other family events held throughout the school year.

We would appreciate it if your company would consider donating an item for our raffles. Our organization is recognized as a 501c3, EIN# 26-3768512 and any donation is both greatly appreciated and tax deductible.

If you are able to help, kindly send your donation to Vanessa D'Anna, care of Mary E. Griswold School, 133 Heather Lane, Kensington, Connecticut 06037. Please do not hesitate to contact me if you have any questions or would like additional information. I can be reached by telephone at 860-508-4431 or by email at GriswoldSchoolPastaDinner@gmail.com

Thank you in advance and best wishes from everyone at Mary E. Griswold School.

Warm regards,

Vanessa D'Anna and Kristin Waszczuk
Pasta Dinner Committee



TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Mary E. Griswold Parents Club	Date: 3/10/23
Contact Name: Vanessa D'Anna	
Phone Number: 860-508-4431	
Event: Pasta Night and Raffle Event	Date of Event: 3/30/23
Location of the Event: Griswold School	
What fee do you want waived: Round of Golf for four and two carts. Total \$242.	
Identify the hardship incurred: None	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: All proceeds will help fund field trip transportation, curriculum enrichment, technology and many other family events held through the school.	

Town Manager review:

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

Yes ☒ No ☐

If so, which criteria:

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

TOWN OF BERLIN

Request for Fee Waiver

Name of Non-Profit or Political Organization: Griswold Parent's Club Pasta Night and Raffle Event

Comments:



Signature

Director of Golf

03/13/23

Date



Town Manager Signature

3/13/23

Date

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

1. Fee Waiver Policy

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

Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 13, 2023

SUBJECT: Timberlin Golf Course Donation – Berlin High School Athletic Booster Association.

Summary of Agenda Item:

The Timberlin Golf Commission, at its meeting on February 16, 2023, recommended approval of a round of golf for four and two carts to be used for the Berlin High School Athletic Booster Association Fundraiser. The Fundraiser is on May 13, 2023. Total value of the donation is \$242.

Action Needed:

Move to approve the donation of a round of golf for four and two carts to be used as a raffle prize item during the Berlin High School Athletic Booster Association Fundraiser. Total Value of the donation is \$242.

Attachments:

- Email donation request from Tony Butrimas
- Fee Waiver Form

Prepared By:

Sol Guerrero, PGA -Director of Golf





BERLIN HIGH SCHOOL ATHLETIC BOOSTER ASSOCIATION, INC.
P. O. Box 7273, Berlin, CT 06037

February 13, 2023

To Whom It May Concern:

The BHS Athletic Booster Association will be holding a Bingo Night Fundraiser on Saturday, May 13, 2023, at the Berlin Fairgrounds Pavilion, Beckley Road, Berlin. We will also be putting together a raffle.

For this purpose, we would like to request a foursome to Timberlin GC that will be used in the raffle to generate funds to support the student athletes of Berlin High School by purchasing sweatshirts, championship team plaques, scholarships and various other needs in support of the student athletes.

Please consider donating towards the raffle. Any assistance would be appreciated. All proceeds will go directly to supporting the student athletes of Berlin High School.

The BHS Athletic Booster Association, Inc. is a 501©(3) non-profit organization a EIN of 27-2960225.

Please feel free to contact me with any questions.

Respectfully,

Tony Butrimas

President, BHS Athletic Booster Assoc.

(860) 778-5159

butrimas@comcast.net

GO REDCOATS



TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: Berlin High School Athletic Booster Association	Date: 3/13/23
Contact Name: Tony Butrimas	
Phone Number: 860-778-5159	
Event: Bingo Night Fundraiser	Date of Event: 5/13/23
Location of the Event: Berlin Fairgrounds Pavilion	
What fee do you want waived: Round of Golf for four and two carts. Total \$242.	
Identify the hardship incurred: None	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: All proceeds will go towards supporting the student athletes of Berlin High School by purchasing sweatshirts, championship team plaques, scholarships, and other needs to support the student athletes.	

Town Manager review:

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

Yes ☒ No ☐

If so, which criteria:

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

TOWN OF BERLIN

Request for Fee Waiver

Name of Non-Profit or Political Organization: Berlin High School Athletic Booster Association - Bingo Night

Comments:

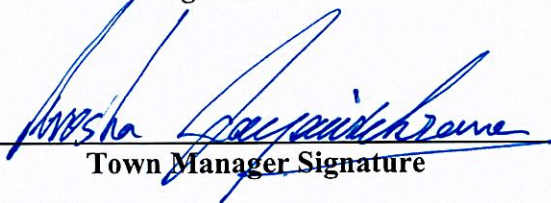


Signature

Director of Golf

03/13/23

Date



Town Manager Signature

3/13/23

Date

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


1. Fee Waiver Policy

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

Consent

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: March 10, 2023

SUBJECT: Budget Transfers

Summary of Agenda Item:

Over the course of the fiscal year some accounts exceed budget for different reasons. All higher than budgeted costs are offset in other parts of the budget or contingency. No new money is being appropriated with this request. These items are summarized on the Budget Adjustments spreadsheet submitted with this action item.


Action Needed:

Move to transfer \$297,500, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts.

Attachments:

Budget Adjustments spreadsheet
Budget Change forms

Prepared By:

Kevin Delaney, Finance Director 


Budget Adjustments March 21, 2023

<u>Department</u>	<u>GL Account #</u>	<u>From</u>	<u>To</u>	<u>Explanation</u>
Golf Course	001.25.2543.0.53932.00000		\$10,000.00	The pond at the Timberlin Golf Course has become infected with a invasive species that requires treatment. Left untreated, the issue will likely damage pumps and may create more significant damage to the irrigation system. This reques is to fund the first year treatment of the species. Going forward, a budget line has been added to the Timberlin budget to fund this issue.
	001.20.2038.0.52235.00000	\$7,199.00		
	001.25.2543.0.52235.00000	\$2,801.00		
		<u>\$10,000.00</u>	<u>\$10,000.00</u>	
GENERAL FUND TOTAL				
Water Control	844.55.5582.0.56602.00000		\$184,000.00	The Mattabassett District bill for FY23 was higher than budgeted. This transfer clears the current funding shortfall by using capital funding that will not be used. The capital project was funded with debt service instead of reserves.
	844.55.5588.0.58061.00000	\$184,000.00		
WATER CONTROL TOTAL				
Schools	500.35.3561.0.54000.00347			
	500.35.3561.0.54000.01729	\$52,559.83	\$103,500.00	
	500.35.3561.0.54000.01731	\$1,162.62		
	500.35.3561.0.54000.00722	\$500.00		
	500.35.3561.0.54000.00530	\$90.00		
	500.35.3561.0.53933.00000	\$800.00		
	500.35.3561.0.53814.00000	\$43.82		
	500.30.3054.0.54000.00012	\$4,449.05		
	500.10.1019.0.53814.00000	\$605.00		
	500.10.1019.0.53945.00000	\$506.21		
	001.05.0507.0.53920.00000	\$12,500.00		
	001.05.0507.0.53948.00000	\$7,500.00		
	500.35.3561.0.54000.00302	\$22,783.47		
				The cost to complete fire alarm upgrades at both Willard and Griswold Elementary Schools has increased since the time the project was originally funded with FY22 surplus money. Based on the current cost estimates using the ITS State contract, the funding gap is \$103,500. This request is to transfer amounts left over from closed projects in Department 61 CNR accounts. Contingency for the project will be requested using FY23 surplus funds closer to the end of the fiscal year. This initial request will allow Facilities to contract with ITS for both schools to be completed in the summer 2023.
		<u>\$103,500.00</u>	<u>\$103,500.00</u>	
CAPITAL PROJECTS TOTAL				
GRAND TOTAL				
		<u>\$297,500.00</u>	<u>\$297,500.00</u>	



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:


Department:	Timberlin	Fiscal Year:	FY2023	Date:	3/9/23
To Acct #:	Description:	Amount:	Requested by:		
001.25.2543.0.53932.00000	Waterways Treatment	\$10,000.00	S. Guerrero		
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
001.20.2038.0.52235.00000	Health Insurance	\$7,199.00			
001.25.2543.0.52235.00000	Health Insurance	\$2,801.00			

Contingency Balance (If applicable):

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

The pond at the Timberlin Golf Course has become infected with a invasive species that requires treatment. Left untreated, the issue will likely damage pumps and may create more significant damage to the irrigation system. This request is to fund the first year treatment of the species. Going forward, a budget line has been added to the Timberlin budget to fund this issue.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:
Comments:			3/9/23 

Section 3a: Town Council action:

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

Section 3b: Board of Finance action:

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

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Water Control	Fiscal Year:	FY2023	Date:	3/9/23
To Acct #:	Description:	Amount:	Requested by:		
844.55.5582.0.56602.00000	Mattabassett District	\$184,000.00	R. Jarema		

Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #:	Description:	Amount:	Approved by:
844.55.5588.0.58061.00000	Pump Station Berlin Turnpike	\$184,000.00	[Signature]

Contingency Balance (If applicable):

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

The Mattabassett District bill for FY23 was higher than budgeted. This transfer clears the current funding shortfall by using capital funding that will not be used. The capital project was funded with debt service instead of reserves.

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date:
			3/9/23

Comments:

Section 3a: Town Council action:

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

Section 3b: Board of Finance action:

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

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Schools	Fiscal Year:	FY2023	Date:	3/9/23
To Acct #:	Description:	Amount:	Requested by:		
500.35.3561.0.54000.00347	Fire Alarm Update	\$103,500.00	D. Solek		

Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #:	Description:	Amount:	Approved by:
500.35.3561.0.54000.01729	CNR Capital Equipment	\$52,559.83	
500.35.3561.0.54000.01731	CNR Site & Building	\$1,162.62	
500.35.3561.0.54000.00722	Playground Equipment	\$500.00	
500.35.3561.0.54000.00530	McGee Tennis Court Crack Repair	\$90.00	
500.35.3561.0.53933.00000	Sidewalk Maintenance	\$800.00	
500.35.3561.0.53814.00000	Contractual Services	\$43.82	
500.30.3054.0.54000.00012	Vehicles	\$4,449.05	
500.10.1019.0.53814.00000	Contractual Services	\$605.00	
500.10.1019.0.53945.00000	Training	\$506.21	
001.05.0507.0.53920.00000	Professional Services	\$12,500.00	
001.05.0507.0.53948.00000	Televised Meetings	\$7,500.00	
500.35.3561.0.54000.00302	Contr & Serv	\$22,783.47	

Contingency Balance (If applicable):

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

The cost to complete fire alarm upgrades at both Willard and Griswold Elementary Schools has increased since the time the project was originally funded with FY22 surplus money. Based on the current cost estimates using the ITS State contract, the funding gap is \$103,500. This request is to transfer amounts left over from closed projects in Department 61 CNR accounts. Contingency for the project will be requested using FY23 surplus funds closer to the end of the fiscal year. This initial request will allow Facilities to contract with ITS for both schools to be completed in the summer 2023.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **3/9/23**

Comments:

Section 3a: Town Council action:

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐

Comments:

Section 3b: Board of Finance action:

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐

Comments:

Section 4: To be completed by Finance Department:

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

FROM: Arosha Jayawickrema, Town Manager

DATE: March 10, 2023

SUBJECT: Accept Library Donations

SUMMARY:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	660.05	FOL misc. acct.	for 2 museum pass renewals, adult program supplies, adult publication subscription	Friends of the Library
	132.88	Media Lab Acct	digital media lab equipment	various patrons
	23.79	Library agency acct.	for libraries greatest need	Bernard Olender
	816.72			

*Unless a name is mentioned, donors have requested anonymity.

ACTION NEEDED:

Move to accept monetary donations totaling \$816.72 and deposit \$660.05 into the friends of the library miscellaneous account for the purchase of two museum pass renewals, adult program supplies, and an adult publication subscription and deposit \$132.88 into the media lab account and deposit \$23.79 into the library agency account for the libraries greatest need.

ATTACHMENTS:

None


PREPARED BY:

Kimberly McNally, Director



Consent
Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: March 13, 2023

SUBJECT: Donation to Fishing Derbies

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 9, 2023, recommended the acceptance of a \$50.00 donation from the Kensington Garden Club, \$100 donation from the Berlin Polish Political Club, INC., \$100 donation from the Mattabasett Rifle & Pistol Club and \$1,000 donation from the Berlin Lions Club towards the Parks and Recreation Fishing Derbies that will be held on April 22 and April 29, 2023 at Sage Pond Park from 8:00 AM – 10:00 AM.

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


ACTION:

Move to approve acceptance of the donation to the fishing derbies in the amount of a \$50.00 donation from the Kensington Garden Club, \$100 donation from the Berlin Polish Political Club, INC., \$100 donation from the Mattabasett Rifle & Pistol Club and \$1,000 donation from the Berlin Lions Club for the Berlin Parks and Recreation Departments youth fishing derbies to be held on Saturday, April 22, and Saturday, April 29, 2023, at Sage Park Pond from 8:00 AM to 10:00 AM.

ATTACHMENTS:

None

PREPARED BY:

Jennifer Ochoa, Director Community, Recreation and Park Services 

Consent
Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 13, 2023

SUBJECT: Berlin Little League to sell food, beverages, ice cream, candy and merchandise for the 2023 baseball season

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 9, 2023 recommended the Berlin Little League be able to sell food, beverages, ice cream, candy, and merchandise (magnets and water bottles) for the 2023 baseball season at the following locations: Petit fields, Garrity and Pulcini, Dennehy and Centurelli fields.

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

ACTION NEEDED:

Move to approve Berlin Little League to be able to sell food, beverages, ice cream, candy, and merchandise for the 2023 baseball season at the following locations: Petit fields, Garrity and Pulcini, Dennehy and Centurelli fields.

ATTACHMENTS:

None


PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation and Park Services



Consent
Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: March 13, 2023

SUBJECT: Approval to sell ice cream, snacks and beverages in Town parks – Debra Tubbs, Ice Queen Ice Cream, LLC Truck

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 9, 2023 recommended that Debra Tubbs of Ice Queen Ice Cream, LLC Truck be authorized to sell ice cream, snacks and beverages from her ice cream truck at Pistol Creek, Percival Pool, Demore, Dinda, Bittner Jr. Memorial Pool, Sage Park, and the Friendship Place at Willard School.

Debra Tubbs is aware that as a vendor she is not to be present at a park or field when other concessions are in operation. She is aware there is no exclusivity applied and that the Berlin Parks and Recreation Commission could recommend other vendor approvals in the future.

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


ACTION NEEDED:

Move to approve Debra Tubbs of Rock N Roll Ice Cream Truck to sell ice cream, snacks and beverages at the following parks and playgrounds: Pistol Creek, Percival Pool, Demore, Dinda, Bittner Jr. Memorial Pool, Sage Park, Playground and the Friendship Place at Willard School.

ATTACHMENTS:


None

PREPARED BY:

Jennifer Ochoa, Director, Community Recreation and Parks Services 

Consent
Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: March 13, 2023

SUBJECT: Permission to consume and serve alcoholic beverages (BYOB) at Timberlin Park pavillion for Kari Mocci

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 9, 2023, recommended permission for consumption and serving of alcoholic beverages (BYOB) at Timberlin Park pavilion for Kari Mocci's baby shower for approximately 100 people on Saturday, June 3, 2023 from 1 PM to 5 PM. Food will be served buffet style. Tulip Insurance will be obtained if permission is granted.

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


ACTION NEEDED:

Move to approve permission for consumption and serving of alcoholic beverages (BYOB) at Timberlin Park pavillion for Kari Mocci's baby shower for approximately 100 people on Saturday, June 3, 2023, from 1 PM to 5 PM. Food will be served buffet style. Tulip Insurance will be obtained if permission is granted.

ATTACHMENTS:

Permission for the use of alcoholic beverages

PREPARED BY:

Jennifer Ochoa, Director Community, Recreation and Park Services 

TOWN OF BERLIN
Community, Recreation and Park Services
DIVISION OF PARKS & RECREATION

PERMISSION FOR USE OF ALCOHOLIC BEVERAGES

ORGANIZATION: Private Party FACILITY REQUESTED: Timberlin Pavilion
 CONTACT PERSON: Kari Mucci DOB: 09/21/86 PHONE: 860-307-4152
 STREET: 269 Summer St CITY: Pantsville ZIP: 06479
 RENTAL DATE: 6/03/23 START TIME: 1p FINISH TIME: 5p
 NATURE OF ACTIVITY: Baby Shower
 AGE GROUP: all (8-75) TOTAL ATTENDANCE: 75-100 MINORS: YES: ☒ NO: ☐
 TYPE OF ALCOHOL: BEER: ☒ WINE: ☒ OTHER (EXPLAIN): _____
 HOW DISPENSED: CASH BAR: _____ OPEN BAR: _____ BYOB: ☒
 FOOD: YES: ☒ NO: ☐ HOW SERVED: SIT DOWN: _____ BUFFET: ☒ OTHER: _____
 ENTERTAINMENT: YES: ☐ NO: ☒ TYPE: _____
 WILL FEES BE ASSESSED TO THOSE ATTENDING: YES: ☐ NO: ☒ EXPLAIN: _____

SECURITY DEPOSIT: The use of alcoholic beverages in/around the premises is prohibited unless expressly authorized by proper permits. A Security Deposit is required.

DAMAGE FEES: Any cost resulting from damage to the premises occurring as a result of the lessee's use of the facility will be borne by the lessee.

INSURANCE (TULIP): Insurance is required by all groups requesting the use of alcoholic beverages.

I certify that the information given above is true and correct under the penalty of law. I understand that refusal to abide by the rules and privileges granted by the permit will lead to revocation, and that a refund of fees and security deposit will not be granted.

Date: 2/8/23 Signature: [Signature]

PERMISSION FOR CONSUMPTION OF ALCOHOLIC BEVERAGES:

	<u>Approved</u>	<u>Denied</u>
Chief of Police <u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town Manager <u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community, Recreation and Park Services Rep. <u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation Commission	<u>✓ 3/9/23</u>	<input type="checkbox"/>
Town Council	<input type="checkbox"/>	<input type="checkbox"/>

Reason for Denial: _____

State Liquor License required: Yes _____ No _____

Consent

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 9, 2023

SUBJECT: Donations for K9 Program

Summary of Agenda Item:

The Police Department has received a \$50.00 donation to the K9 Program.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the K9 Program Expenditure Account # 100.15.1532.0.53225.00000.

Action Needed:

Move to accept the donation of \$50.00 and appropriate the funds to the Police K9 Program Expenditure Account.

Attachments:

None

Prepared By:

Lieutenant Drew Gallupe *DL*

Consent
Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 9, 2023

SUBJECT: Donation for supplies.

Summary of Agenda Item:

The Police Department has received \$25.00 in donations for supplies.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the Supplies Expenditure Account # 100.15.1532.0.53201.00000.

Action Needed:

Move to accept the donations of \$25.00 and appropriate the funds to the Supplies Expenditure Account.

Attachments:

None

Prepared By:

Lieutenant Drew Gallupe 

Consent
Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: February 28, 2023

SUBJECT: National Council on Aging (NCOA) Vaccine Uptake Initiative Grant

Summary of Agenda Item:

The Senior Center in collaboration with the senior centers in Newington, Wethersfield and Rocky Hill have committed to collaborating with each other and the Central CT Health District (CCHD) to engage in this proposed vaccine intake initiative. This funding opportunity main goal to increase the number of older adults and people with disabilities receiving COVID-19 and Influenza vaccinations in our community. The minimum grant amount awarded is \$50,000 and the maximum is \$150,000.

Action Needed:

Move to authorize Berlin Senior Center to participate with Newington, Wethersfield and Rocky Hill Senior Centers and the Central CT Health District in applying for the National Council on Aging (NCOV) Vaccine Uptake Initiative Grant. The minimum grant amount to be shared among the five entities is \$50,000 and the maximum is \$150,000.

Attachments:

None

Prepared by:

Christine Doyle, Berlin Senior Center Director

CD Doyle

NOTICE OF PUBLIC HEARING
THE TOWN OF BERLIN

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, March 21, 2023 at 7:00 p.m. for the purpose of holding a public hearing on the proposed amendment to an ordinance of the Town, as follows:

The proposed amendment to this section of the Ordinance adds language to include affiliations as noted in the following:

Sec. 2-192. Composition; appointment, removal, and term of members; annual meeting and election of officers.

The Public Golf Course Commission shall be composed of eight (8) resident electors of the Town. No more than four (4) members shall be from the men's club, one (1) seniors' club, one (1) non-golfer, one (1) from the ladies' club, and one (1) from the lady niners. All members of the Commission shall be appointed by the Town Council and may be removed by the Town Council. Each of the eight (8) members shall serve for a term of three (3) years, ending each January, with appointments staggered so that replacement/reappointments take place for no more than two (2) or three (3) members each year. Vacancies shall be filled for any unexpired term by the Town Council.

Copies of said proposed amendment to the ordinance are on file open to public inspection at the Office of the Town Clerk.

Dated at Berlin, Connecticut this 8th day of March 2023.

Kathryn J. Wall
Town Clerk

Proposed Modifications to Chapter II, Article 2, Part J, – Public Golf Course Commission

Sec. 2-190. Establishment.

There shall be and is hereby created, in the Town of Berlin, a Public Golf Course Commission hereinafter referred to as the Commission.

(Ord. No. 06-17, 9-19-2017; Ord. No. 01-18, 2-20-2018; Section No. changed 03-17-2020)

Sec. 2-191. Definitions.

The following definitions shall apply to Sec. 2-193 through Sec. 2-194 herein:

- (a) "Fiscal year" means the fiscal year of the Town of Berlin beginning on July 1 and ending on June 30 of every year.
- (b) "Golf course" refers to Timberlin Golf Course, owned by the Town of Berlin including, without limitation, any and all of the following as they relate to any such Public Golf course: land, rights and interests in land; rights of way, approaches and contract rights; office(s) and other buildings and facilities; paved areas; access roads; garages, parking lots and other parking structures; furnishings, equipment and apparatus; all other structures, facilities and improvements necessary and convenient to the development and maintenance of any such golf course and for the promotion and accommodation of any such golf course; and all other property (real, personal, mixed or otherwise), now or hereafter constructed or acquired, of or belonging to or pertaining to any such golf course.

(Ord. No. 06-17, 9-19-2017; Ord. No. 01-18, 2-20-2018; Section No. changed 03-17-2020))

Sec. 2-192. Composition; appointment, removal, and term of members; annual meeting and election of officers.

The Public Golf Course Commission shall be composed of eight (8) resident electors of the Town. No more than four (4) members shall be from the men's club, one (1) from the seniors' club, one (1) non-golfer, one (1) from the ladies' club, and one (1) from the lady niners. All members of the Commission shall be appointed by the Town Council and may be removed by the Town Council. Each of the eight (8) members shall serve for a term of three (3) years, ending each January, with appointments staggered so that replacement/reappointments take place for no more than two (2) or three (3) members each year. Vacancies shall be filled for any unexpired term by the Town Council.

Upon establishment, the Commission shall elect a Chairman, a Vice Chairman, and a Secretary from its members to serve until its first annual meeting. Thereafter, each January, the Commission shall elect a Chairman and a Vice Chairman. At the first meeting of its first full year, a Secretary will be hired to record the minutes of the meetings of the Commission. The

Commission shall schedule regular monthly meetings, which schedule shall be filed with the Town Clerk, designating the time and place thereof. The agenda and minutes of all Commission meetings will be filed with the Town Clerk on a timely basis, pursuant to Connecticut General Statutes.

(Ord. No. 06-17, 9-19-2017; Ord. No. 01-18, 2-20-2018; Section No. changed 03-17-2020)

Sec. 2-193. Powers and duties; staff.

The Commission shall have the power to:

- (a) Make and ensure enforcement of policies, rules, and regulations for the orderly play of golf and the operation of Timberlin Golf Course and attendant facilities, which rules and regulations shall be reviewed and approved by the Town Council;
- (b) Provide input and recommendations to be used in the negotiations of all proposed contracts with any entity involved in the operation of the golf course and attendant facilities, to the Director of Golf and Town Manager; and
- (c) Work with the Director of Golf to develop and prioritize alteration plans, renovations, and capital improvements based on available funds.

The Commission shall submit reports to the Town Manager and/or the Town Council as may be requested from time to time.

Staffing for the operation and maintenance of the golf course shall be provided for in the final Town Council approved budget, prepared and submitted by the Director of Golf to the Town Manager as his direct report. The Commission will have reviewed the budget prior to submission to the Town Manager.

(Ord. No. 06-17, 9-19-2017; Ord. No. 01-18, 2-20-2018; Section No. changed 03-17-2020))

Sec. 2-194. Budget; schedule of charges.

The Director of Golf shall prepare a fiscal year golf course expense budget, to the Town Manager containing his estimate of projected expenses. The Commission will have reviewed the budget prior to submission to the Town Manager.

The Director of Golf will present a schedule of fees, rates, rentals, and charges for the ensuing calendar year, developed in concert with the Commission, to the Town Council for their review and adoption at the first Town Council meeting in January.

The Golf Commission shall make annual revenue projections based upon its recommended rates and present such recommendations to the Town Manager. The recommended rates shall be based upon the Commission's analysis of market (including rates of nearby competitors) and play considerations and shall be set to maximize revenues for the golf course. The Town Manager shall consider the recommendations of the Commission and present proposed rates to the Town Council for its review and action at a Town Council meeting in January.

The course financial performance will continue to be measured based on course revenues, expenses, and charges from other Town departments, e.g. Building Maintenance and Town Garage for in kind services needed at the golf course.

(Ord. No. 06-17, 9-19-2017; Ord. No. 01-18, 2-20-2018; Ord. No. 04-20, 3-17-2020; Section No. changed 03-17-2020))

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 14, 2023

SUBJECT: Presentation of Central Connecticut Health District

Summary of Agenda Item:

Presentation of the Central Connecticut Health District Annual Report.

Action Needed:

No action needed

Attachments:

Presentation

Prepared By: Kate Wall, Town Clerk

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: March 13, 2023
SUBJECT: Renew Town Hall Cell Tower Lease

Summary of Agenda Item:

In February 1999, the Town of Berlin entered a 25-year license (10-year initial plus three consecutive 5-year renewals) with Omnipoint Communications to construct a cell tower behind the Town Hall and lease placement on the tower to cell companies. The 25-year lease expires in March 2024. Through a series of acquisitions, Omnipoint Communications is now owned by T-Mobile USA Tower LLC.

Under the terms of the expiring agreement, T-Mobile USA Tower LLC pays the Town of Berlin a base fee plus 75% of all lease revenue earned through T-Mobile's marketing efforts. For FY23, this amounts to over \$108,000. In addition, the Town of Berlin retains control of the tower to avoid interference with Police and Fire radio signals. While the Town of Berlin has received inquiries about selling the tower for a lump sum amount, the loss of control over a critical public safety communication vehicle and the value of recurring, monthly cashflow has always been viewed as more important to the Town of Berlin.

T-Mobile USA Tower LLC has agreed to continue the existing lease terms for 25-years (5-year initial term plus four consecutive 5-year terms) and provide the Town of Berlin with a one-time \$5,000 sign-on payment within 60-days of signing the addendum.

Action Needed:

Move to authorize the Town Manager to sign a 25-year addendum to the February 11, 1999, license agreement with T-Mobile USA Tower LLC (successor in interest in the Agreement to Omnipoint) to license the cell tower located behind the Berlin Town Hall.

Attachments:

Original Cell Tower License Agreement
Addendum to License Agreement

Prepared By:

Kevin Delaney, Finance Director

FILE COPY

LICENSE AGREEMENT

Site Number: CT11-004B

Town of Berlin

This License Agreement ("Agreement") is entered into this 11th day of February, 1999, between BCT **OMNIPOINT COMMUNICATIONS INC.**, a Delaware corporation, having a principal place of business at 360 Newark -Pompton Turnpike, Wayne, NJ 07470-6641 ^{Licensee} ~~(Licensee)~~ and **THE TOWN OF BERLIN** a Connecticut Municipal Corporation, having a principal place of business at 240 Kensington Road, Berlin, Connecticut 06037 (Licensor).

WHEREAS, Licensor is the owner of property having a street address of 240 Kensington Road, Berlin, Connecticut Located in the Town of Berlin, County of Hartford, State of Connecticut, and hereafter referred to as the "Property".

WHEREAS, Licensee desires to construct and maintain a 190 foot monopole on a portion of the Property and to install, Operate and maintain Personal Communications Service Related equipment ("PCS") and associated antenna ("Installation") thereon.

NOW, THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License

(a) Licensor agrees to license to Licensee approximately 2500sq. ft. of ground space necessary to. Accommodate a 190 ft monopole, housing for radio equipment cabinets, sufficient to accommodate Licensor as primary and up to 4 additional carriers (total) the first of which will be Licensee - ("Omnipoint") as more fully described on Exhibit "A" and hereafter referred to as the "Premises".

2. Construction of 190 foot Monopole

(a) Licensee shall construct for the Town, at the Licensee's sole cost and expense, a new 190 foot monopole Which the Licensor shall exclusively own. Any and all warranties from subcontractors Engaged by the Licensee to construct the monopole shall be assigned to the Licensor and all Subcontractors shall acknowledge and approve such assignments. The Licensor shall also be Considered a third party beneficiary of all agreements between licensee and its subcontractors And all subcontractors shall acknowledge and approve the Licensor's third party beneficiary status.

(b) Licensee shall indemnify and hold Licensor harmless against any claim of liability or loss from Personal injury or property damage resulting or relating to construction of the monopole.

(c) Costs incurred by the Licensee in the construction of the monopole shall be applied toward Rent abatement to the extent and as provided for in paragraph 6a.

(d) Upon completion of the new monopole, Licensee shall, at its sole cost and expense, remove And dispose of Licensor's existing 150-foot communications pole.

3. Use of Premises

(a) Licensee agrees to use the Premises for the installation, operation and maintenance of Personal Communications Service related equipment ("PCS") and associated antenna ("Installation"). All of Licensee's equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not considered fixtures, and at Licensee's option may be removed by Licensee at any time during the term hereof or any renewal terms provided however, such removal shall be subject to the provisions of paragraph 5.

(b) Licensee agrees to Manage the Tower on behalf of and in conjunction with Lessor and will actively pursue co-location agreements with other wireless telecommunications carriers (provided, however, Licensee does not represent and warrant that any such Carriers shall enter into such agreement (s) for the use of the Monopole and related portions of the Property ("other Agreements"). Applications shall

be submitted to the Town of Berlin for Review & Approval. Lessor agrees that such Review and Approval shall not be unreasonably withheld or delayed. All approved applications shall be considered as "Omnipoint Co-location". Rental proceeds from such Other Agreements ("Other Rent") shall be apportioned between Licensor and Licensee as set forth in Paragraph 6 (c), if, as and when received by Licensee. Licensee shall enter into no other agreements without the prior written consent of the Licensor, whose consent shall not be unreasonably withheld. Licensee shall manage and co-ordinate the installation of additional carriers, reviewing design and structural analysis as needed and provide Licensor with a copy of any Other Agreements within 30 days of the execution of any such Other Agreements.

- (C) Licensee agrees to install licensor's telecommunications antennae and cabling, as listed on Exhibit "B", at Licensee's expense (a one-time upgrade cost not to exceed Fourteen thousand Dollars (\$14,000.00). If Licensor requests new antennae, specifications must be submitted prior to start of construction. Licensor agrees to dispose of old equipment.
- (d) Licensee shall also provide an equipment building, as more particularly described in Exhibit "C" for the Licensor (The town) which shall immediately become the property of The Town.
- (e) Upon expiration or termination of this Agreement, Licensee agrees to repair any damage to the Premises caused by Licensee during the term of the Agreement, ordinary wear and tear and damage from the elements Excepted. In connection therewith, Licensee shall, at its sole cost and expense, obtain electrical and telephone service from the servicing utility company, including the installation of a separate meter and main breaker, Where required. Licensee shall be responsible for the electricity it consumes for its operations at the normal Rate charged by the servicing utility company. Licensee and Licensor agree that if an easement is required to Obtain electrical power, an acceptable location will be agreed to by Licensor and the servicing utility company.
- (f) Licensee shall have the right to use reasonable and appropriate measures to install its equipment, including running transmission lines from the equipment area to the antenna. Installation shall be Monday through Friday from 8:00 am to 5:00 p.m. with reasonable notice to Lessor. Said installation shall be in compliance with all applicable laws and regulations, subject to other provisions of this Agreement. Licensee shall provide Lessor with all construction plans and designs prior to the start of construction. Licensor's approval of Licensee's plans and designs shall not be unreasonably withheld or delayed and in no case shall exceed 10 business days from receipt of said business plans and designs. If Licensor has not provided Licensee with a written response within 10 days, plans shall be deemed approved by Licensor. Licensee shall have the right to replace or modify the equipment installation, subject to Licensor's approval. Licensee agrees to perform the installation of the equipment and all improvements thereto in a good and workmanlike manner and shall not disturb any tenants peaceful use and enjoyment of the premises. Licensor agrees to cooperate with Licensee, at Licensee's expense, in making application for and obtaining any local, state and federal licenses, permits and any other approvals which may be required to allow Licensee use of the Premises. Licensee shall employ due diligence to obtain said approvals within a timely manner. If, however, Licensee is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and renders Licensee unable to utilize the Premises, Licensee shall have the exclusive right to terminate this Agreement within its sole discretion, and no further liabilities under this Agreement shall remain in force or effect, including but not limited to the payment of rent.
- (g) Licensor agrees to provide unlimited access to the external portion of the property. Licensor will grant access to the utility closet to Omnipoint employees, subcontractors or agents with proper Identification Monday to Friday from 8 am to 5 p.m. with reasonable notice. Licensor acknowledges that Licensee has such access which shall remain unimpeded throughout the initial term and Any renewal term of this Agreement. Licensor shall have the responsibility to inform all respective Parties of Licensee's requirement for access to the Premises. Should Licensee's access to the Premises be denied, resulting in Licensee's inability to install or maintain its PCS installation, then in that instance, Licensee shall be entitled to a rent abatement until such time as Licensor can resolve the Access situation. If access cannot be resolved, Licensee shall have the right to terminate without

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Obligation including but not limited to Licensee's obligation to pay rent. Further, Licensor shall be required within fifteen (15) days from the date of termination to credit Licensee for any license fees during such period when licensee's access to the Premises is denied.

(i) Both parties to this agreement recognize that Licensor operates its municipal emergency communications from the Premises and on the Property. Anything to the contrary notwithstanding, such municipal emergency communication facilities of the Licensor shall have priority over any rights herein granted to the Licensee. Licensee shall not exercise any of its rights contained in this agreement if such interferes with the emergency communication services of the Licensor provided, however, that Licensee shall have access to Premises to remedy any such interference.

(j) In the event the 190 foot monopole is damaged and Licensee is unable to operate its PCS and antenna, the Licensor is not liable for damages related to loss of business, interruption of service, or any other special, incidental, indirect or consequential damages. The licensor's only obligation is, upon receipt of insurance proceeds, to repair and/or reconstruct the monopole. During the period of time when Licensee is unable to operate its PCS and antenna, this License Agreement shall be suspended and all rent payments abated. Following repair and/or reconstruction of the monopole this License Agreement shall be reinstated. Notwithstanding anything herein to the contrary, in the event the monopole is damaged and Licensee is unable to operate its PCS and antenna, the Licensee may terminate the License Agreement. All co-locating carriers are subject to the provisions of this paragraph and Licensee shall include such language in all co-location agreements.

4. Interference

(a) Licensee agrees not to cause interference to the radio frequency communication operations of Licensor, or anyone holding an agreement with Licensor, whether such interference is with Licensor's equipment initially installed on the monopole or any and all equipment subsequently installed. The Licensor may, at its sole discretion, install additional communications equipment on the monopole throughout the life of this Agreement and, except for the equipment recited in paragraph 3 (c), shall be at Licensor's sole cost and expense. Licensee shall, in performing its management duties recited in paragraph 3 (b) provide for Licensor's unfettered right to install additional communications equipment on the monopole and, upon notification from Licensor of its intent to install additional communications equipment, shall immediately, at its sole cost and expense, take whatever action is necessary to accommodate Licensor including, but not limited to, removal and or relocation of Licensee's or other co-location carriers. equipment. Should Licensee's equipment interfere with or restrict the operations of Licensor, Licensee shall immediately, at its sole cost and expense, eliminate the interference and, if necessary, cease operating its communications equipment until the interference is eliminated.

Licensee agrees to use all reasonable design alternatives including increasing the height of the pole to accommodate Licensor's additional equipment. Licensee agrees that if no suitable design alternative is possible, then Licensee agrees to relocate or remove its equipment or other carrier equipment. If Licensee or other carriers are forced to remove it's equipment, then, the applicable Site License shall be terminated And no further liabilities under said Site License should remain in force or effect. .

(b) Licensee agrees that all co-locating carriers are subject to the provisions of paragraph 4 shall include such Language in all co-location agreements.

5. Term

(a) The initial term of this Agreement shall be for a period of ten (10) years ("Term") commencing upon the date Licensee is in receipt of all necessary approvals to begin construction ("Commencement Date") and shall terminate on the tenth anniversary of the Commencement Date, unless otherwise provided in Paragraph 8. Licensee shall have the right to renew the Agreement for three (3) successive five (5) year periods ("Renewal Terms"), upon the same terms and conditions in effect during the Term. Licensee shall exercise its renewal rights by providing written notice to Licensor of its intention to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term.

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If Licensee terminates, at any time, for any reason, Licensee shall be responsible for the removal of Licensee's equipment inclusive of antennae, cabling and BTS, at no cost to the Licensor.

- (b) Upon termination of this license agreement, at any time, for any reason, all of Licensor's personal Communications Service Related equipment, radio equipment, cabinets and all other equipment necessary to continue operating the Town's public Safety Communication System located on the monopole shall remain and be considered Licensor's (The Town's) property.

6. Rent

- (a) Licensee agrees to pay to Licensor as rent the sum of ~~Eight Hundred and Fifty Dollars (\$850.00)~~ ^{Nine Hundred Dollars & 00/100 (\$900.00)} ("Rent") within ten business days following the Commencement Date, and on the first of each month thereafter. Rent payments shall be payable to Licensor at 240 Kensington Rd, Berlin, Connecticut 06037. Rent shall commence upon receipt of all necessary permits and approvals. Rent shall be abated equal to but not to exceed the total construction costs or until expiration of the first initial term a period of ten (10) years, whichever comes first. Construction costs shall be submitted to the Town of Berlin within a 90-day period upon completion of construction.
- (b) On each anniversary of the Commencement Date during the term or any renewal term Rent shall increase by three percent (3%) of the base rent for the previous twelve- (12) months.
- (c) Rent shall be divided between licensor and Licensee in the ratio of twenty-five per cent (25%) to Licensee and seventy-five percent (75%) to Licensor. Licensee's share of "Other Rent" shall be payable to Licensee at 16 Wing Drive, Cedar Knolls, New Jersey 07927 and licensor's share of "Other Rent" shall be payable to Licensor at 240 Kensington Road, Berlin, Connecticut.
- d) Upon termination of this agreement, all rents from co-locating carriers shall be conveyed to the Licensor.

7. Insurance

- (a) Licensee, at its sole cost and expense shall provide and maintain, during the Term of this Agreement and any Renewal Terms, One Million and 00/100 Dollars (\$1,000,000.00) of single limit liability insurance as well as any worker's compensation insurance if required by applicable state law. Said insurance shall cover Licensee, its agents and employees against any liability which may arise as a direct result of the actions of Licensee, its agents or employees upon the premises in connection with Licensee's installation of the equipment. In the event Licensor's insurance premiums are increased, as a result of Licensee's installation; Licensee shall reimburse Licensor for such increase not to exceed \$200.00 per year. Licensee shall name Licensor as an additional insured on Licensee's insurance policy and provide Licensor with an Insurance Certificate within thirty (30) days of the Commencement Date, and prior to the installation of the equipment.

8. Taxes

- (a) Licensee agrees to pay any portion of personal property taxes, which may be assessed, upon the Premises as a direct cause of Licensee's installation. Licensor shall provide evidence of such assessment within a timely manner. Licensor shall maintain obligation of all real property taxes.

9. Waiver of subrogation

- (a) Licensee and Licensor agree to hold the other party harmless from any claims for damage to any person, or to the Premises or to Licensee's installation which are covered and provided for in any insurance policies carried by any of the parties and in full force at the time of such claim. Licensee and Licensor shall instruct their respective insurance companies to waive any and all right of recovery by way of subrogation against the other in connection with any damage covered by said insurance policies. As set forth in Paragraph 5, neither Licensee nor Licensor shall be liable to the other for any damage, which may occur that is, covered under each party's insurance policy.

10. Right to License and Warranty of title

- (a) Licensors warrants that: (i) Licensors has the sufficient right, title and interest in the Premises to enter into this Agreement; (ii) Licensors has not entered into any agreement with any third party which would preclude or limit Licensors performance of its obligations under this Agreement; (iii) Licensors owns the property and has the right to grant access and use of the Premises; (iv) Licensors shall provide to Licensee quiet and peaceful enjoyment of the Premises.

11. Termination

- (a) Licensee may terminate this Agreement without further liability on prior written notice to Licensors which shall become effective thirty (30) days after the date notice is mailed for any of the following reasons: (i) changes in local, state or federal laws or regulations which adversely affect Licensee's ability to operate; (ii) FCC ruling or regulation which is beyond the control of Licensee and further which renders the Premises unsuitable; (iii) technical reasons, including but not limited to signal interference; (iv) subsequent changes in system design which prohibits Licensee's operation; (v) if Lessee is unable to obtain any required license, permit or approval which may be required for the construction and operation of Licensee's Installation, including where the inability is caused by engineering surveys or structural reports.

12. Default and Right to Cure

- (a) Licensors shall have the right to terminate this Agreement by written notice to take effect immediately if Licensee fails to make its rental payment when due and does not cure such failure within ten (10) days of Licensors notice thereof. In addition either party shall have the right to terminate this Agreement on written notice to take effect immediately if the other party (i) fails to perform any other covenant for a period of forty-five (45) days after receipt of notice; or (ii) commits a material breach of this Agreement and fails to cure to diligently pursue such cure to its completion. Licensee shall remove its equipment within thirty (30) days of the termination or expiration of the Agreement.

13. Assignment

- (a) Licensee shall have the right to assign or transfer its rights under this Agreement, to any person or business entity which is licensed by the FCC to operate a wireless communications business, is a parent, subsidiary or affiliate of Licensee, controls or is controlled by or under common control with Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) interest in the ownership or assets of Licensee to which the applicable agreement relates. In all other instances, Licensee shall obtain Licensors prior written consent for assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

14. Collateral Assignment

- (a) Licensors hereby;
- (1) consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by Licensee's ("Lender"), whether now or hereafter existing, in and to all of Licensee's right, title and interest in, to and under this Agreement;
 - (2) agrees to simultaneously provide Lender with a copy of any notice of default under the Agreement sent to Licensee and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; and
 - (3) Agrees to attorn to Lender as if Lender were Licensee under the Agreement upon the written election of Lender so long as any existing default under the Agreement has been cured as provided thereunder.
 - (4) Licensors hereby further agrees to permit Lender to remove from the Property any of the collateral in which Lender has been granted a security interest by Licensee ("Collateral") in accordance with any security documents granted in favor of Lender, provided, however, that Lender shall promptly repair, at Lender's expense, any physical damage to the Property directly caused by said removal.

15. Indemnity

- (a) Licensee shall defend, indemnify and hold Licensor harmless from and against any and all claims, actions, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys fees arising out of or in connection with (or claimed to arise out of or in connection with) any negligent acts or omissions directly relating to the installation, operation, maintenance or removal of Licensee's equipment and installations on the Premises pursuant to this agreement, except to the extent arising from Licensor's negligence or willful misconduct, provided Licensor shall have given Licensee prompt written notice of any event giving rise to an obligation to indemnify Licensor and shall have granted Licensee the right to defend and settle any such claims.
- (b) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, losses, damages, costs, expenses, and reasonable attorney's fees arising out of or related to Licensee's or any Co-location carrier's interference with Licensor's communications equipment including, but not limited to, claims that the Licensor, or anyone holding an agreement with the licensor, failed to timely respond to an emergency.

16. Notices

- (a) Unless otherwise provided herein, any notice or demand required to be given herein shall be given by certified or registered mail, return receipt requested or reliable overnight courier to the address of Licensee and Licensor as set forth below:

Licensor:

Town of Berlin
240 Kensington Road
Berlin, Connecticut 06037
Attn: Town Manager
With a copy to:

Town of Berlin

240 Kensington Road
Berlin, Connecticut 06037
Attn: Town Attorney

Licensee:

Omnipoint Communications Inc.
360 Newark-Pompton Turnpike
Wayne, NJ 07470-6641

With copies to:

Senior Director

Legal & Regulatory Affairs
Omnipoint Communications Services, LLC
16 Wing Drive
Cedar Knolls, NJ 07927
and
General Manager
Omnipoint Communications Services, LLC
New York Region
575 Corporate Drive, Suite 430
Mahwah, NJ 07430

Licensee and Licensor may designate a change of notice address by giving written notice to the other party.

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17. License Provisions

The laws of the State of Connecticut shall govern this Agreement.

All Riders and Exhibits attached hereto are made a material part of this Agreement.

If any provision of this Agreement is deemed invalid or non-enforceable, the remainder of this Agreement shall remain in force and to the fullest extent as permitted by law.

No amendment or modification to any provision of this Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Agreement.

License is contingent on Licensor's approval of construction drawings.

In Witness whereof, the parties have executed this Agreement as of the date first above written.

Licensor

TOWN OF BERLIN

By:

Bonnie L. Therrien

Name:

Bonnie L. Therrien

Title:

Town Manager

Date:

2-11-99

Tax ID No.:

06-6002016

Licensee

OMNIPONT COMMUNICATIONS INC.,
a Delaware Corporation

By:

Michael S. Fulton

Name:

Michael S. Fulton

Title:

Technical Director

Date:

02/17/99

BLT

EXHIBIT "A"

SITE NO. CT11-004-B

DESCRIPTION OF PREMISES

page 1 OF 2

to the Agreement dated _____, 199 , by and between THE TOWN OF BERLIN, as Licensor, and
OMNIPONT COMMUNICATIONS INC., as Licensee.

The Premises is described and/or depicted as follows:

240 Kensington Road, Berlin, Hartford County, Connecticut, more particularly described as follows:

a certain piece or parcel
of land, situated in the Town of Berlin, County of Hartford and
State of Connecticut, and being more particularly bounded and
described as follows, to wit;

Being known as Lot No. 29A on a map entitled, "Subdivision Plan
Property of Alice Kloskowski on Kensington Road, Berlin, Conn.,
March 4, 1968, Scale 1"=40', Certified Substantially Correct,
Edwin W. Szymanski," which map is on file in the Berlin Town
Clerk's Office in Volume 19 of Maps, Page 945, and further bounded
and described as follows, to wit:

BOUNDED:

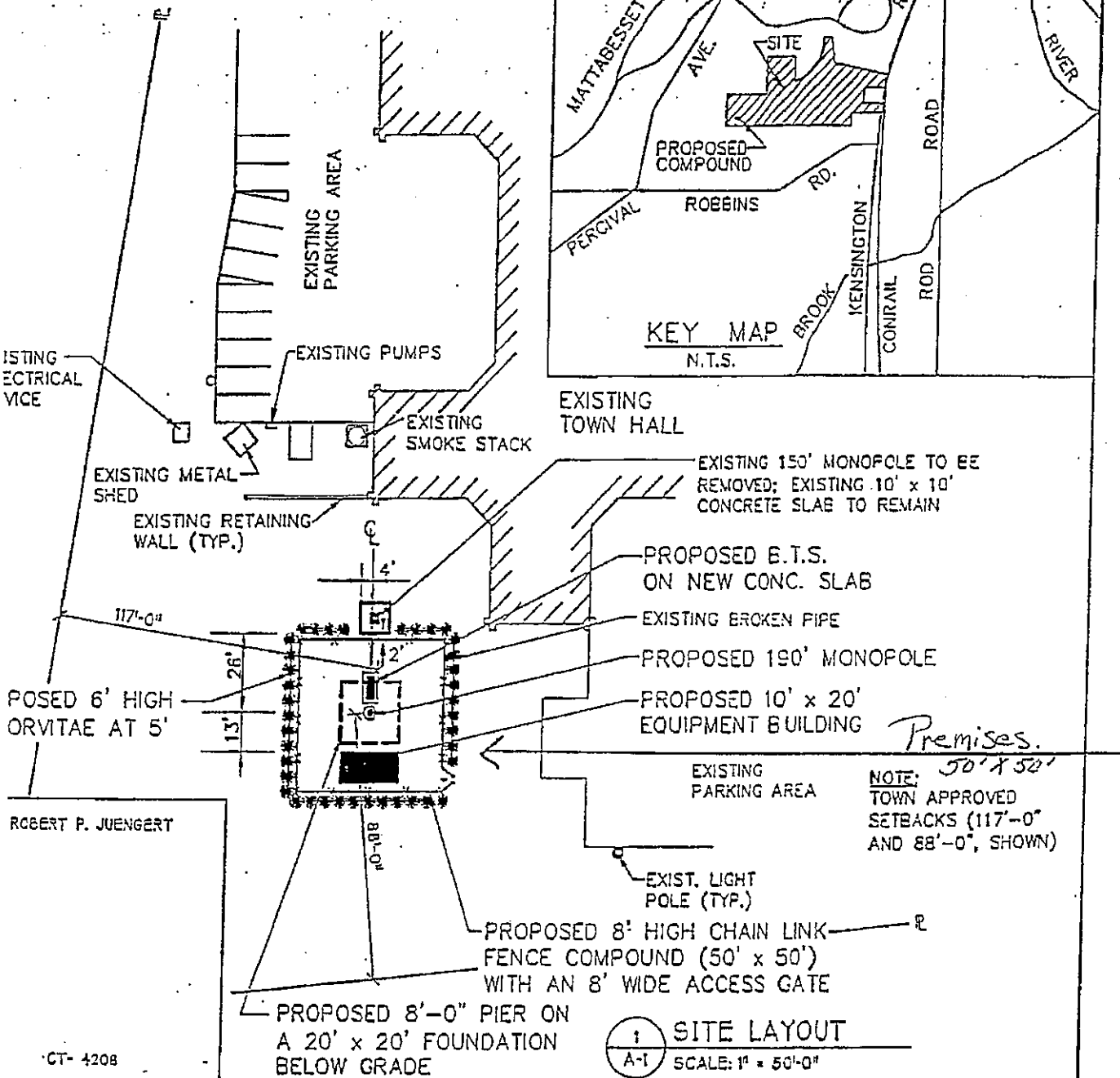
EASTERLY by Kensington Road, 100.64 feet;
SOUTHERLY by land of Aloysius and Elizabeth
Kloskowski, 201.22 feet;
WESTERLY by land of Alice Kloskowski, 100 feet;
and
NORTHERLY by Land of Alice Kloskowski, 211.31 feet.

Said premises are subject to the following encumbrances, to wit:

1. A right-of-way for passing on foot or with teams and animals
from a point in Kensington Road to land now or formerly of Marcus
E. Jacobs and R.A. And A.F. Wooding as recorded in Volume 58, Page
392, of the Berlin Land Records.
2. Any and all provisions of any ordinance, municipal regulation or
public or private law.

SEE DRAWING A-1, ATTACHED

Exhibit "A"



1 SITE LAYOUT
A-1 SCALE: 1" = 50'-0"

Premises.
50' x 50'
NOTE: TOWN APPROVED SETBACKS (117'-0" AND 88'-0", SHOWN)

ARCNET
ARCHITECTS, INC.
4th Beers Street, Building 2, Holmdel, NJ 07733
2.739.3200 Fax: 732.739.0440
BERLINGTON
7-11-0048

Working Title
SITE LAYOUT
Client
OCS
ARCNET Project No.
A96.506-704A
LAP 2/26/98

Project
BERLIN TOWN HALL
Address
240 KENSINGTON RD
BERLIN, CT
Approved By
PROJ. MGR: _____ DATE: _____
R.F. ENGR: _____ DATE: _____
SAC: _____ DATE: _____
MUNICIPALITY: _____

Revision No.	Date

A-1

BUT

EXHIBIT "B"

SITE NO. CT11-004-B

DESCRIPTION OF PREMISES

page 1 OF 2

to the Agreement dated _____, 199____, by and between THE TOWN OF BERLIN, as Licensor, and
OMNIPONT COMMUNICATIONS INC., as Licensee.

The Premises is described and/or depicted as follows:

see List of Equipment attached

BCT

EXHIBIT B
LIST OF EQUIPMENT

QNTY	MODEL	DESCRIPTION	P/N
1	DB589 (Decibel)	800 Mhz - Main Repeater	59703
4	DB205 (Decibel)	Low Band - Hot Line (45.86) Fire Dept. (45.12) Dog Warden (45.46) Backup FD (45.12)	36543
1	SRL-224 (Sinclair)	VHF - Fire Dept. Control Station (R-154.340/T-159.330)	57365
1	DB583 (Decibel)	800 Mhz - Spectra Control Station	61350
1	FG4000 (Antennex)	UHF - Johnson Flexar Alarm Base	41852
1	MYA4505 (Maxrad)	UHF Yagi - RAFS MSR2000 Base 460.075 & 460.175)	33173
2	SRL-223 (Sinclair)	VHF - Intercity (154.265) Hunters (155.220)	13976

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Exhibit "C"

Site No. CT 11-004B

Description of Premises

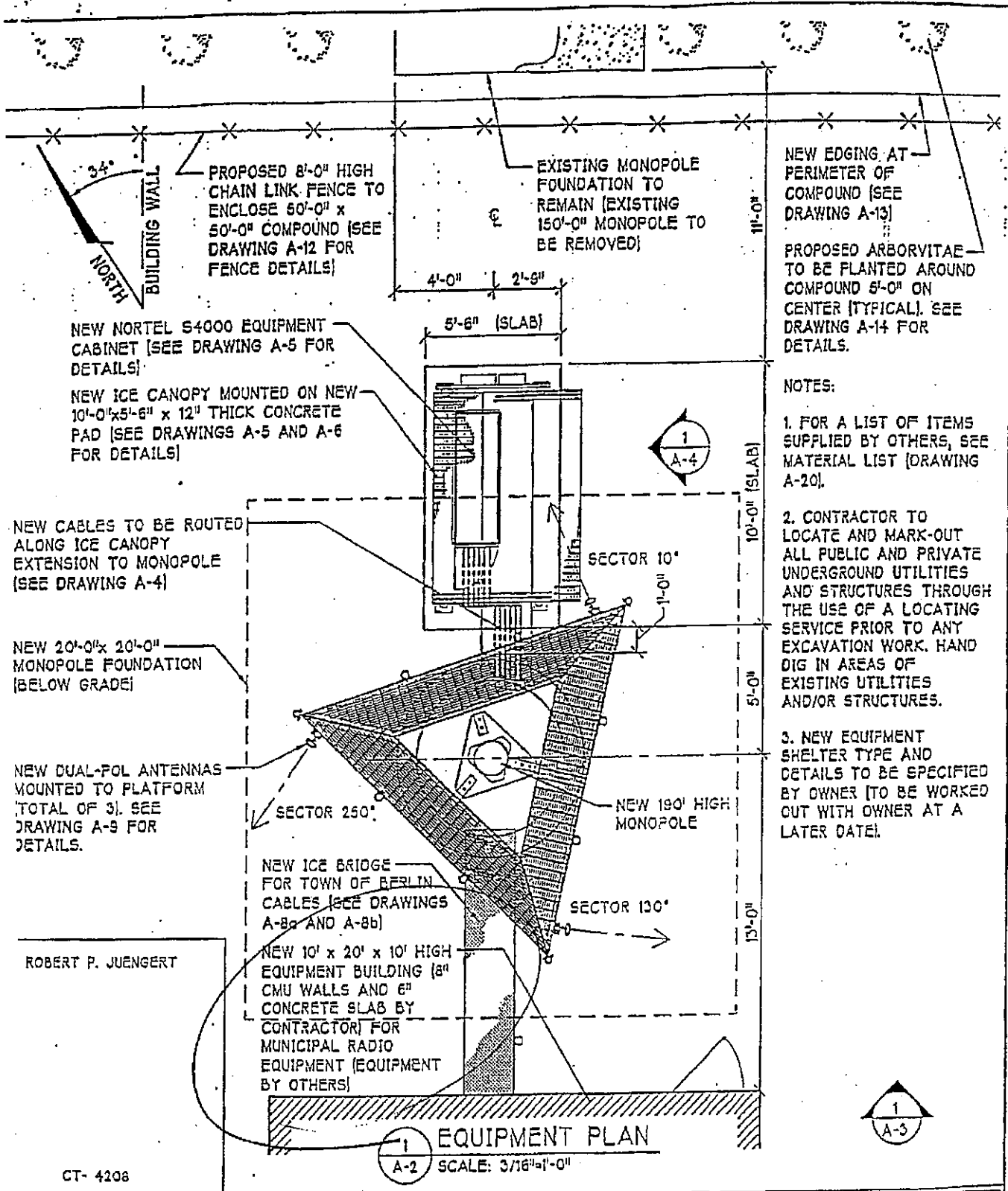
page 1 of 8

to the Agreement dated _____, 199____, by and between _____, as Licensor, and OMNIPONT
COMMUNICATIONS INC., as Licensee.

The Premises is described and/or depicted as follows:

SEE DRAWINGS A-2 AND A-3, ATTACHED

BCT



ROBERT P. JUENGERT

CT- 4208



4th Beers Street, Building 2, Haledel, NJ 07733
Tel: 732.739.3200 Fax: 732.739.0440

NEWINGTON
CT-11-0048

JDI

PE

CS

ARCNET Project No.

A96.506-704A

DC

10/22/98

OWNER:

DATE:

DATE:

DATE:

DATE:

DATE:

Project: BERLIN TOWN HALL

Address: 240 KENSINGTON RD
BERLIN, CT

Approved By:

PROJ. MGR:

R.F. ENGR:

SAC:

OWNER:

DATE:

DATE:

DATE:

DATE:

DATE:

Revision No.

Form

Drawing No.

A-2

BLT

TOP OF NEW MONOPOLE
190'-0" ABOVE GRADE LEVEL
TOP OF NEW OCS ANTENNAS
180'-0" ABOVE GRADE LEVEL

CONTRACTOR TO REMOVE
EXISTING WHIP ANTENNA
FROM EXISTING MONOPOLE
AND PLACE AT TOP OF NEW
MONOPOLE. SEE DRAWING
A-10 FOR MOUNT DETAILS.

CONTRACTOR TO REMOVE
EXISTING ANTENNAS FROM
EXISTING MONOPOLE AND
RELOCATE ONTO NEW
MONOPOLE (TYPICAL OF 4).
SEE DRAWING A-10 FOR
MOUNT DETAILS.

NOTE:
FOR TOWN ANTENNAS,
HEIGHT, LOCATION, AND
ANTENNA INVENTORY IS TO
BE DETERMINED BY THE
TOWN OF BERLIN.

10' X 20' SHELTER FOR OWNER'S EQUIPMENT
(COLOR TO MATCH EXISTING BUILDING).
SHELTER TYPE AND DETAILS TO BE SPECIFIED
BY OWNER (TO BE WORKED OUT WITH OWNER
AT A LATER DATE).

NEW ICE CANOPY MOUNTED ON NEW
10'-0" X 5'-6" X 12" THICK CONCRETE PAD
WITH NORTEL S4000 CABINET (BEYOND
MONOPOLE). SEE DRAWINGS A-5 AND
A-6 FOR DETAILS.

NEW ARBORVITAE TO BE PLANTED
5'-0" ON CENTER AROUND NEW
FENCED EQUIPMENT COMPOUND (SEE
DRAWING A-14 FOR PLANTING
DETAIL).

EXISTING CONCRETE
RETAINING WALL

EXISTING SHED

GRADE

NEW 8'-0" HIGH CHAIN LINK
FENCE (SEE DRAWING A-12
FOR DETAILS)

NEW 190' MONOPOLE

CONTRACTOR TO REMOVE
EXISTING ANTENNAS AND
RELOCATE ONTO NEW 190'
MONOPOLE (HEIGHT TO BE
DETERMINED BY TOWN)

EXISTING BUILDING

ROBERT P. JUENGERT

1 SOUTH ELEVATION
A-3 SCALE: 1" = 30'-0"

CT- 4208



100 North Beers Street, Building 2, Holmdel, NJ 07733
32.739.3200 Fax: 732.739.0440

NEWINGTON
CT-11-0048

JDI

PE Date

ARCHIT Prepared By

A96.506-704A

Drawn

10/22/98

DATE

Project BERLIN TOWN HALL
Address 240 KENSINGTON RD
BERLIN, CT

Approved By

PROJ. MGR:

DATE:

R.F. ENGR:

DATE:

SAC:

DATE:

OWNER:

DATE:

Revision No.

Date

Drawing No.

A-3

BCT

FIRST AMENDMENT TO LICENSE AGREEMENT
(BU 826217)

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment") is made effective this ____ day of _____, 2023, by and between THE TOWN OF BERLIN, a Connecticut municipal corporation ("Licensor"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Licensee"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, Licensor and Omnipoint Communications Inc., a Delaware corporation ("Omnipoint") entered into a License Agreement dated February 11, 1999 (as assigned, the "Agreement") whereby Licensor leased to Omnipoint a portion of land being described as a 2,500 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Premises") located at 240 Kensington Road (Tax Parcel #9-3-54-29-8026), Kensington, Hartford County, State of Connecticut, and being further described in Book 165, Page 370 in the Clerk's Office for the Town of Berlin ("Clerk's Office"); and

WHEREAS, Licensee is successor in interest in the Agreement to Omnipoint; and

WHEREAS, the term of the Agreement commenced on March 8, 1999, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on March 7, 2024 ("Original Term"), and Licensor and Licensee now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Licensor and Licensee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 5(a) of the Agreement is amended by replacing "three (3)" with "eight (8)", thereby adding five (5) additional five (5)-year Renewal Terms to the Agreement beyond the Original Term, and extending its total term to March 7, 2049, unless sooner terminated as provided in the Agreement.

3. Section 16 of the Agreement is amended by deleting Licensee's notice address and inserting the following:

Licensor:	T-Mobile USA Tower LLC c/o CCTMO LLC Attn: Legal Department 2000 Corporate Drive Canonsburg, PA 15317
-----------	---

With a Copy To:	T-Mobile USA Tower LLC 12920 S.E. 38th Street
-----------------	--

Bellevue, Washington 98006
Attn: Leasing Administration

4. As additional consideration for amending the Agreement in accordance with this First Amendment, Licensee agrees to pay to Licensors Five Thousand Dollars (\$5,000.00) within sixty (60) days of full execution of this First Amendment by both parties.

5. Representations, Warranties and Covenants of Licensors. Licensors represents, warrants and covenants to Licensee as follows:

(a) Licensors is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Licensors's obligations under the Agreement as amended hereby. Licensors has complied with all applicable laws in entering into this First Amendment, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Licensee is relying on such compliance in entering into this First Amendment.

(b) Licensee is not currently in default under the Agreement, and to Licensors's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(c) Licensors agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(d) Licensors acknowledges that the Premises, as defined, shall include any portion of Licensors's property on which communications facilities or other Licensee improvements exist on the date of this First Amendment.

6. Licensee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Licensee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

7. IRS Form W-9. Licensors agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee. In the event the Premises is transferred, the succeeding Licensors shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Licensors. Licensors's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby

amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Licensor and Licensee, and their personal representatives, heirs, successors and assigns. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

- 4 -

IN WITNESS WHEREOF, Licenser and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

Signed, Sealed and Delivered
In the presence of:

Licensee:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney-in-Fact

Witness #1

By: _____ SEAL)

Print Name: _____

Witness #2

Title: _____

STATE OF _____)
COUNTY OF _____)

SS:

On this the _____ day of _____, 2023 before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of CCTMO LLC, a Delaware limited liability company, as attorney-in-fact for T-Mobile USA Tower LLC, a Delaware limited liability company, and that he/she as such _____, being authorized so to do executed the foregoing First Amendment to License Agreement for the same for the purposes therein contained, by signing the name of the limited liability company, by himself/herself as _____.

In witness whereof I hereunto set my hand.

Signature of notary public

Print Name: _____

Date commission expires: _____

[affix stamp or seal]

Prepared out of State.

Return to:

Crown Castle

8020 Katy Freeway

Houston, Texas 77024

Tax Map #: 9-3-54-29-8026

MEMORANDUM OF FIRST AMENDMENT TO LICENSE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LICENSE AGREEMENT ("Amended Memorandum") is made effective this ____ day of _____, 2023, by and between THE TOWN OF BERLIN, a Connecticut municipal corporation ("Licensor"), with a mailing address of 240 Kensington Road, Berlin, CT 06037, and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Licensee"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Licensor and Omnipoint Communications Inc., a Delaware corporation ("Omnipoint") entered into a License Agreement dated February 11, 1999 (as assigned, the "Agreement") whereby Licensor leased to Omnipoint a portion of land being described as a 2,500 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Premises") located at 240 Kensington Road (Tax Parcel #9-3-54-29-8026), Kensington, Hartford County, State of Connecticut, and being further described in Book 165, Page 370 in the Clerk's Office for the Town of Berlin ("Clerk's Office"); and

WHEREAS, Licensee is successor in interest in the Agreement to Omnipoint; and

WHEREAS, the term of the Agreement commenced on March 8, 1999, and has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on March 7, 2024 ("Original Term"), and Licensor and Licensee now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Licensors and Licensee made and entered into a First Amendment to License Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Licensors does hereby lease and grant unto Licensee, its successors and assigns, the Premises for five (5) additional five (5) year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Agreement may last for a term of fifty (50) years, expiring on March 7, 2049, unless sooner terminated as provided in the Agreement.

2. The description of the Premises is as provided as Exhibit A attached hereto.

3. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Licensee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensor and Licensee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

Signed, Sealed and Delivered
In the presence of:

Licensor:

The Town of Berlin,
a Connecticut municipal corporation

Witness #1

By: _____(SEAL)

Print Name: _____

Witness #2

Title: _____

STATE OF _____)

)

SS:

COUNTY OF _____)

On this the ____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of The Town of Berlin, a Connecticut municipal corporation, and that he/she as such _____, being authorized so to do executed the foregoing Memorandum of First Amendment to License Agreement for the same for the purposes therein contained, by signing the name of the limited liability company, by himself/herself as _____.

In witness whereof I hereunto set my hand.

Signature of notary public

Print Name: _____

Date commission expires: _____

[affix stamp or seal]

IN WITNESS WHEREOF, Licensors and Licensee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

Signed, Sealed and Delivered
In the presence of:

Licensee:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney-in-Fact

Witness #1

By: _____ (SEAL)

Print Name: _____

Witness #2

Title: _____

STATE OF _____)
_____))
COUNTY OF _____)

SS:

On this the ____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of CCTMO LLC, a Delaware limited liability company, as attorney-in-fact for T-Mobile USA Tower LLC, a Delaware limited liability company, and that he/she as such _____, being authorized so to do executed the foregoing Memorandum of First Amendment to License Agreement for the same for the purposes therein contained, by signing the name of the limited liability company, by himself/herself as _____.

In witness whereof I hereunto set my hand.

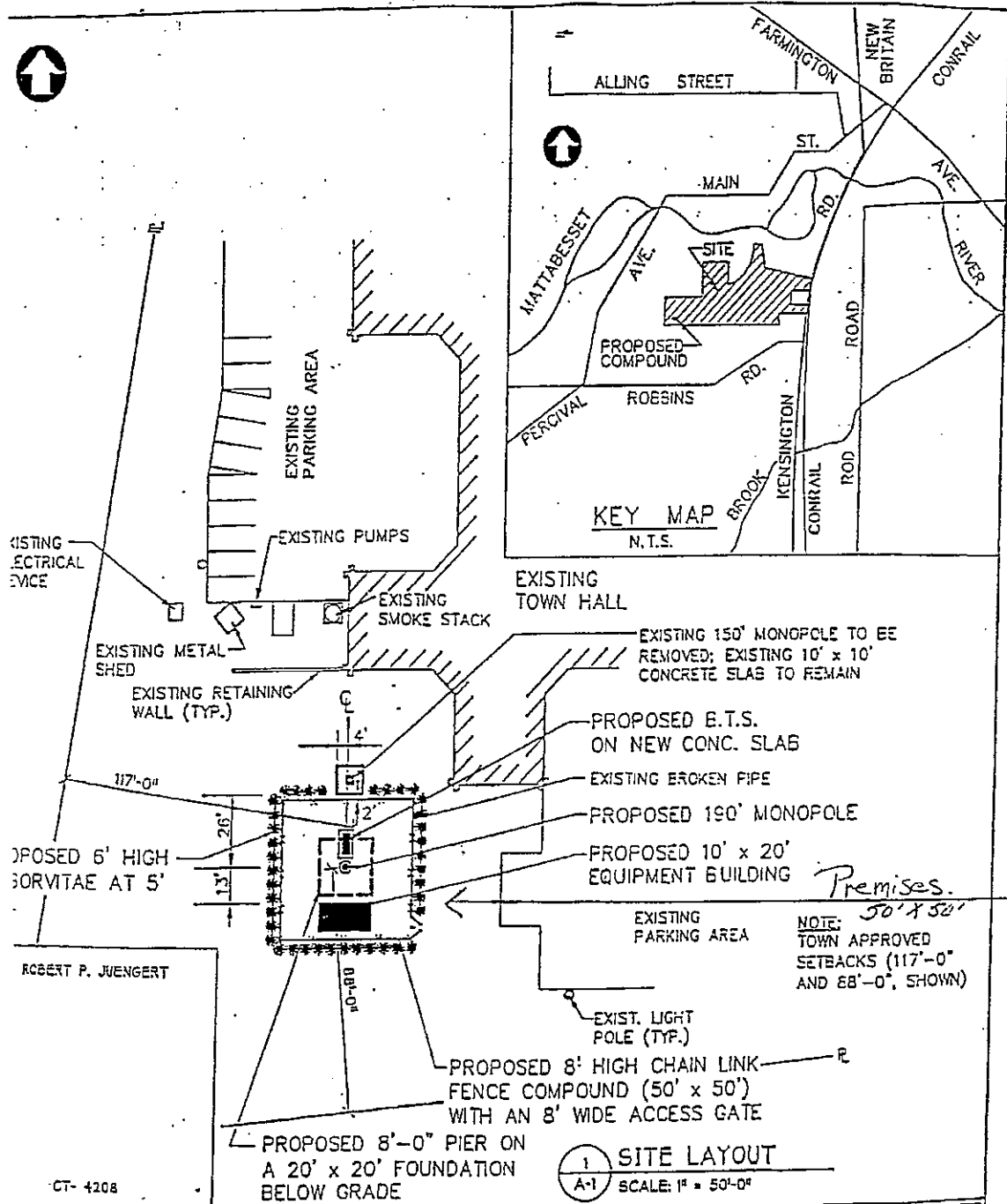
Signature of notary public

Print Name: _____

Date commission expires: _____

[affix stamp or seal]

EXHIBIT A



1000 North Main Street, Building 2, Melindale, NJ 07733
Tel: 732.739.3200 Fax: 732.739.0440

NEWINGTON

SITE LAYOUT



Project: BERLIN TOWN HALL
Address: 240 KENSINGTON RD BERLIN, CT

Approved by: _____ DATE: _____
PROJ. MGR: _____ DATE: _____
R.F. ENGR: _____ DATE: _____
SAC: _____ DATE: _____

Drawing No. _____
Date _____

Site Name: Newington-1

BU: 826217

PPAB 8577870v1

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 13, 2023

SUBJECT: Timberlin Golf Course Donation – 2023 USGA Senior Amateur Qualifier

Summary of Agenda Item:

The Timberlin Golf Commission, at its meeting on January 23, 2023, recommended approval of hosting the 2023 USGA Senior Amateur Qualifier at Timberlin. The tournament has asked to waive the green fees but not the optional cart fee and driving range fee. The qualifier will be on Wednesday August 9. The benefits to having the qualifier at Timberlin would be golf course exposure and recognition, potential of getting 50-70 practice rounds at normal price, potential revenue in cart fees since most of the players will ride, and Remzi will get potential business.

Action Needed:

Move to approve to host the 2023 USGA Senior Amateur Qualifier on Wednesday, August 9 and bypass the green fees for the participants. Maximum players would be 85; total cost \$2,975.

Attachments:

- Fee Waiver Form

Prepared By:

Sol Guerrero, PGA -Director of Golf

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



TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Connecticut State Golf Association (CSGA)	Date: 3/13/23
Contact Name: Michael Sebatie	
Phone Number: 860-257-4171	
Event: 2023 USGA Senior Amateur Qualifier	Date of Event: 8/9/23
Location of the Event: Timberlin Golf Course	
What fee do you want waived: Round of golf for 60-85 golfers. 85 Golfers would cost \$2,975.	
Identify the hardship incurred: None	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: The benefits to having the qualifier at Timberlin would be golf course exposure and recognition, potential of getting 50-70 practice rounds at normal price, potential revenue in cart fees since most of the players will ride, and Remzi will get potential business.	

Town Manager review:

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

Yes



No



If so, which criteria:

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

TOWN OF BERLIN

Request for Fee Waiver

Name of Non-Profit or Political Organization: CSGA - 2023 USGA Senior Amateur Qualifier

Comments:

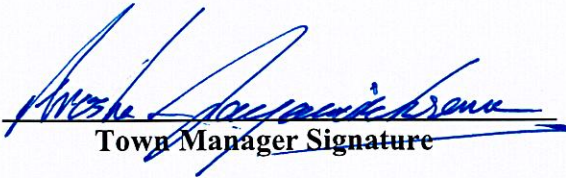


Director of Golf

Signature

03/13/23

Date



Town Manager Signature

3/13/23

Date

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

1. Fee Waiver Policy

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

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 14, 2023

SUBJECT: Option Agreement for Development of K of C, 143 Percival Avenue, for Affordable Senior Housing

Summary of Agenda Item:

The Berlin Housing Authority has secured \$33,500,000.00 in funding to move forward with affordable senior housing at 143 Percival Avenue. The Authority requires additional time to finalize funding commitments. The Authority also requires this additional time to initiate the process to transfer title between the Town of Berlin and the Berlin Housing Authority. Therefore, the Authority requests that the option period for purchase of the property be extended from an end date of March 31, 2023, to a new end date of May 31, 2023.

Action Needed:

Move to authorize the Town Manager to extend the option agreement between the Town and the Berlin Housing Authority from an end date of from an end date of March 31, 2023, to a new end date of May 31, 2023.

Attachments:

Term Sheet

Prepared By:

Joseph Bajorski, Chairman, Berlin Housing Authority



Northeast Redevelopment Services LLC
770 Poquonnock Road
Groton, Connecticut 06340
860-445-1596

March 9, 2023

Authority of the Town Berlin
Mr. Joseph A. Bajorski Chairman
Berlin Housing Authority
250 Kensington Road
Kensington, CT 06037

Re: Financing Request for The Berlin Housing Authority

Dear Mr. Cappelletti:

Northeast Redevelopment Services, LLC, its affiliates and/or assigns ("NRS" or "Lender"), is interested in providing Borrower with up to \$33,500,000.00 in financing secured by the full guaranty of the Housing Authority of the Town of Berlin (the "Loan"). This proposal outlines the general terms and conditions under which Lender shall proceed and does not constitute a loan commitment, either express or implied, on behalf of Lender, and does not impose any obligation on Lender to make the Loan.

Borrower: The Housing Authority of the Town of Berlin, Berlin Affordable Housing (or a TBD Town of Berlin HA related entity) ("Borrower").

Property: Knights of Columbus Project

Block / Lot: N/A

Loan Amount: \$33,500,000.00 to be advanced pursuant to the loan documents provided by Lender in Lender's sole and absolute discretion.

Use of Funds: Demolition/Construction Capital / Bond Loan
Reserves / Closing Costs

Loan-to-Value: N/A

Loan Term: 240 Months

Interest Rate: 4.38%

Amortization: Interest Only

Loan Origination Fee: Borrower shall pay Lender a fee equal to .50% of the Loan Amount upon closing of the Loan.

Loan Exit Fee: None



Northeast Redevelopment Services LLC
770 Poquonnock Road
Groton, Connecticut 06340
860-445-1596

- Prepayment: Prepayment of the Loan shall be permitted at any time without penalty after Lender, or its assigns, having received 12 months of interest.
- Underwriting Fee: Upon signing and returning this proposal, the Borrower shall remit in the form of bank check or wire transfer, the sum of \$7,500.00 which will be applied to Lender's underwriting and other out of pocket costs. Said sum shall be deemed earned by Lender at the time of payment and shall be non-refundable. In addition, Borrower will be responsible for all Due Diligence costs as described herein which includes but is not limited to appraisal, engineering, and environmental fees.
- Legal Deposit: Upon signing and returning this proposal, the Borrower shall deposit in the form of bank check or wire transfer, the sum of \$7,500.00 to be applied towards Borrower's closing costs incurred in connection with this Loan. If the Loan does not close, the unused portion of the Legal Deposit (with Lender's counsel having billed at the rate of \$575.00 per hour) shall be applied first to any applicable break-up fee and then, refunded to Borrower if there is any residual.
- Due Diligence: Due Diligence **MAY** include but not be limited to Lender completing, to its sole and absolute satisfaction, a complete review of Borrower's financials and credit, title, and insurance. Lender reserves the right to order and review any reports deemed necessary by Lender in its sole and absolute discretion, which reports shall be paid for by Borrower.
- Documentation: Upon Borrower's acceptance of this letter and payment of the Deposits as outlined herein, Lender shall commence its Due Diligence and the Documentation of the Loan based on terms outlined herein. Such documentation shall include Lender's standard loan documentation, and shall include but shall not be limited to, a mortgage, mortgage note, environmental indemnity agreement, security agreement, assignment of leases and rents, an opinion letter from Borrower's counsel, requirements for monthly reporting, Borrower's covenants and representations in affidavit form, and other documents, instruments and/or undertakings. All of the foregoing shall be required by and shall be in a form acceptable to Lender in its sole and absolute discretion.
- Security: N/A
- Guarantee: 100% of the Loan Amount, plus all accrued interest, plus all costs of enforcement of the Loan, plus any and all other sums due or to become due Lender under the Loan Documents, shall be guaranteed by the Housing Authority of the town of Berlin/ Berlin Affordable Housing, the principal(s) of the Borrower, its members(s), manager(s) and/or general partners(s), as the case shall be (the "Guarantor(s)"). In addition, Guarantor shall be required to execute an environmental indemnity agreement in form and substance satisfactory to Lender.



Northeast Redevelopment Services LLC
770 Poquonnock Road
Groton, Connecticut 06340
860-445-1596

Interest Reserve: At closing, a 24 Month interest reserve shall be established with the Lender. Any remaining Interest Reserve held by Lender at the time of payoff shall be returned to Borrower via a credit on the final payoff letter issued by Lender.

Tax Escrow: N/A

Insurance: Prior to closing, and at all times thereafter so long as the Loan is outstanding, Borrower shall provide proof of both hazard and liability insurance with coverage limits which are satisfactory to Lender. Said insurance shall be paid in full for 12



Northeast Redevelopment Services LLC
770 Poquonnock Road
Groton, Connecticut 06340
860-445-1596

months from the closing date. If the existing coverage is “mid policy” Lender shall escrow an amount equal to those premiums that will be due in order to renew coverage through the current maturity date.

Lease Approval: Lender shall have the right to approve new leases and amendments to existing leases. If the Property is occupied by tenants, Borrower shall deliver lease estoppels and a certified rent roll, each in form and substance acceptable to Lender, on or before the Target Closing Date.

Lender’s Counsel: Attorney James C. Tsui, Esq. 39 New London Turnpike, suite 210
Glastonbury, CT 06033- 2061

Title: N/A

Target Closing Date: ASAP

Break-Up Fee: If after acceptance of this proposal, which shall be presumed to have occurred once an executed copy is returned to NRS signed by the Borrower or signed on behalf of the Borrower by any principal of the Borrower (the “Principal”), and/or any Guarantor (the Borrower, the Principal and the Guarantor are hereinafter referred to as the “Borrowing Parties”), the Borrowing Parties shall fail to proceed with the transaction, then NRS shall be entitled to a break-up fee equal to two (2.00%) percent of the Loan Amount. The Break-Up Fee shall be the joint and several liability and obligation of the Borrowing Parties and shall be due upon demand. The Borrowing Parties agree that this is a commercial transaction and hereby waive any requirement of notice and authorizes NRS to obtain a pre-judgment remedy of attachment without hearing should Borrowing Parties fail, neglect or refuse to pay the break-up fee within ten (10) days of written demand by NRS. In any action maintained by NRS to enforce or collect the break-up fee NRS shall be entitled to all costs of collection including its reasonable attorney’s fee.

This proposal shall expire on April 30, 2023.

Please indicate your acceptance of this proposal by signing and returning same to my attention with the specified moneys, the total sum of \$15,000.00, by Wire Transfer payable to the wiring instructions found in “Schedule A”.

- Signature Page to Follow -



Northeast Redevelopment Services LLC
770 Poquonnock Road
Groton, Connecticut 06340
860-445-1596

Upon receipt of the foregoing NRS shall commence due diligence and begin initial documentation of the Loan.

Accepted and Agreed To:

Sincerely,
Northeast Redevelopment
Services LLC

Sign: _____
Print: _____
Date: _____
Title: _____

Name: Robert Cappelletti
Title: Manager
Date: _____

Borrowing Entity Information:

Name: _____
EIN: _____
Address: _____


Borrower's Attorney Information:

Name: _____
Firm: _____
Address: _____

Phone #: _____
E-mail: _____

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: March 8, 2023

SUBJECT: Authorization for the Town Manager to Request Relocation of a Section of the Wigwam Road Right of Way

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 recission.

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 was 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. The Planning & Zoning Commission has completed its 8-24 review and gave its unanimous support to the concept. This matter was also referred to the Police Department for its review and the Police Department had no objections.

The next step is for the Town Council to endorse the relocation of the right of way after receiving and authorize the Town Manager to correspond with the City of New Britain to formally request the relocation of the right of way.

Action Needed:

Move to authorize the Town Manager to correspond with the City of New Britain to request the relocation of the Wigwam Road right of way.

Attachments:

1. Title Search.
2. Map showing the relocated path of public right of way.
3. 8-24 report from the Planning and Zoning Commission.

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

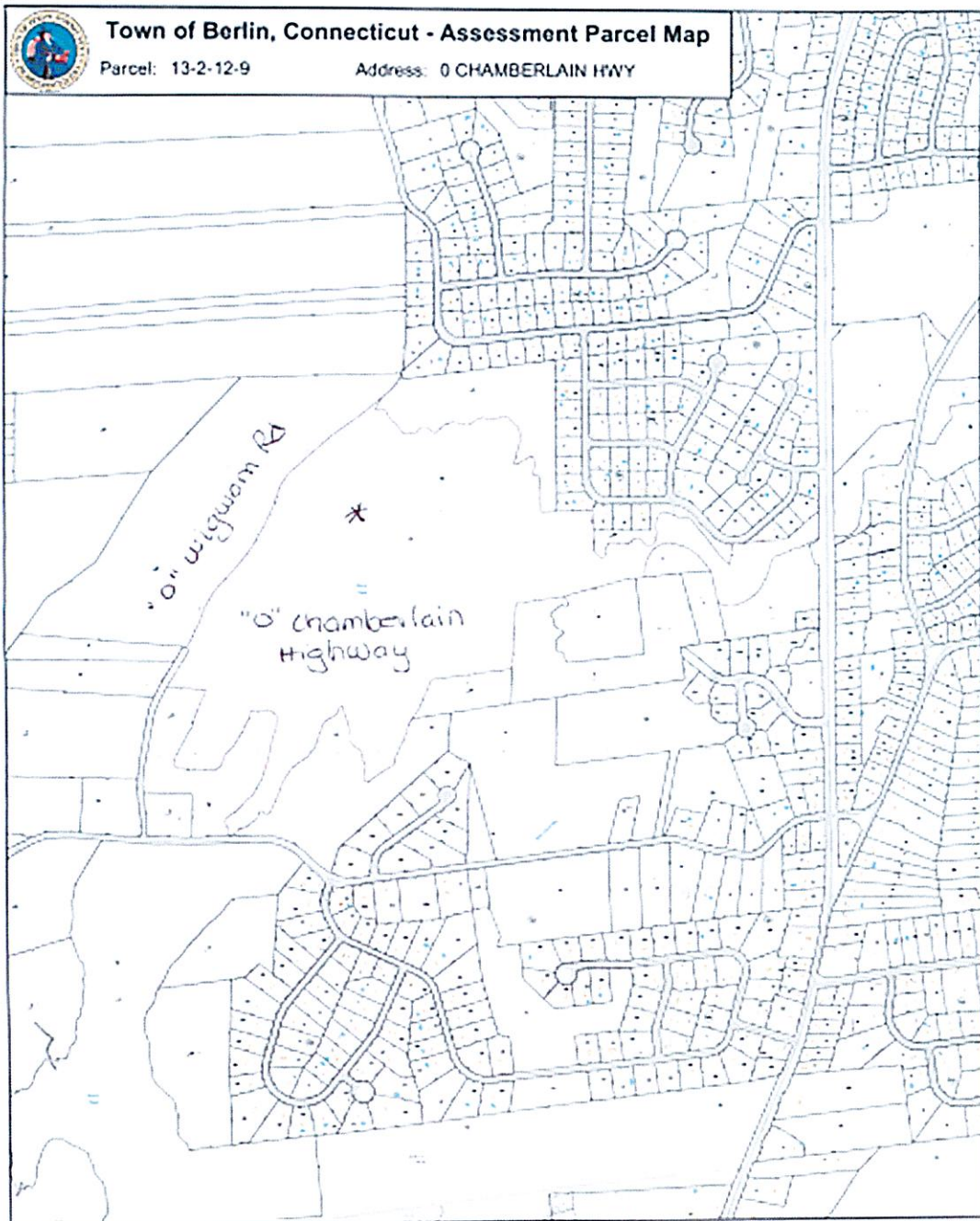
By Terry P. Rolsinski
Terry Rolsinski



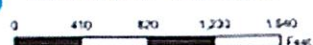
Town of Berlin, Connecticut - Assessment Parcel Map

Parcel: 13-2-12-9

Address: 0 CHAMBERLAIN HWY



Approximate Scale: 1 inch = 887 feet



Map Produced: February 2002

Disclaimer: This map is for informational purposes only. All information is subject to verification by the 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 Prepared: February 2012

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

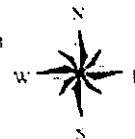


MAP DISCLAIMER - NOTICE OF LIABILITY

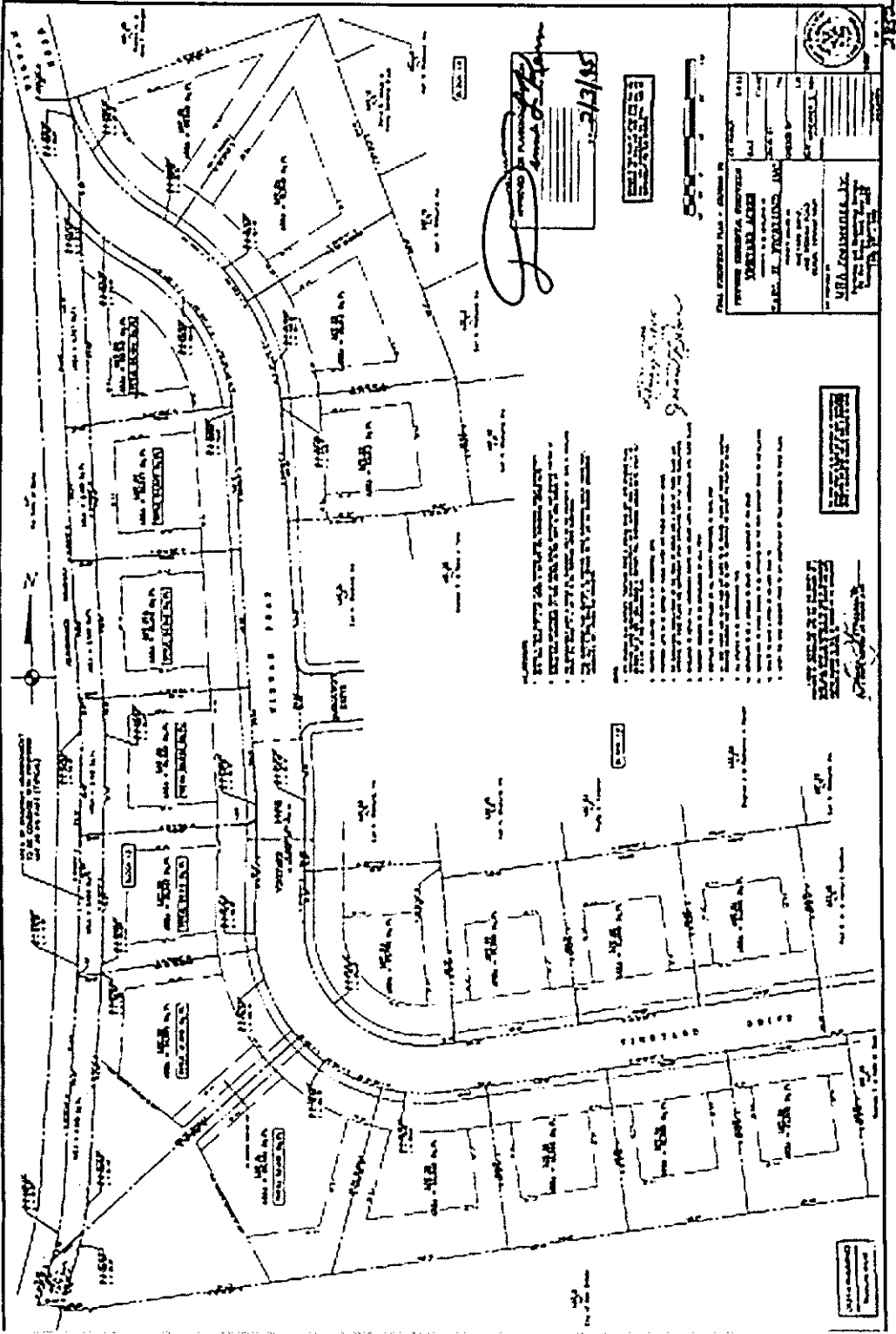
This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Berlin and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 800 feet

0 800
Feet



2021-2022
MAY 11, 2022
MAY 11, 2022



UNITED STATES OF AMERICA	
DEPARTMENT OF THE ARMY	
ENGINEER REGIMENT	
FORT MONROE, VIRGINIA	
OFFICE OF THE ENGINEER	
OFFICE OF THE CHIEF ENGINEER	
OFFICE OF THE ASSISTANT CHIEF ENGINEER	
OFFICE OF THE CHIEF OF BATTALION	
OFFICE OF THE CHIEF OF COMPANY	
OFFICE OF THE CHIEF OF PLATOON	
OFFICE OF THE CHIEF OF SECTION	
OFFICE OF THE CHIEF OF DETACHMENT	
OFFICE OF THE CHIEF OF SQUAD	
OFFICE OF THE CHIEF OF TEAM	
OFFICE OF THE CHIEF OF GROUP	
OFFICE OF THE CHIEF OF BATTAL	
OFFICE OF THE CHIEF OF REGIMENT	
OFFICE OF THE CHIEF OF BRIGADE	
OFFICE OF THE CHIEF OF DIVISION	
OFFICE OF THE CHIEF OF CORPS	
OFFICE OF THE CHIEF OF ARMY	

38/3/22
[Signature]

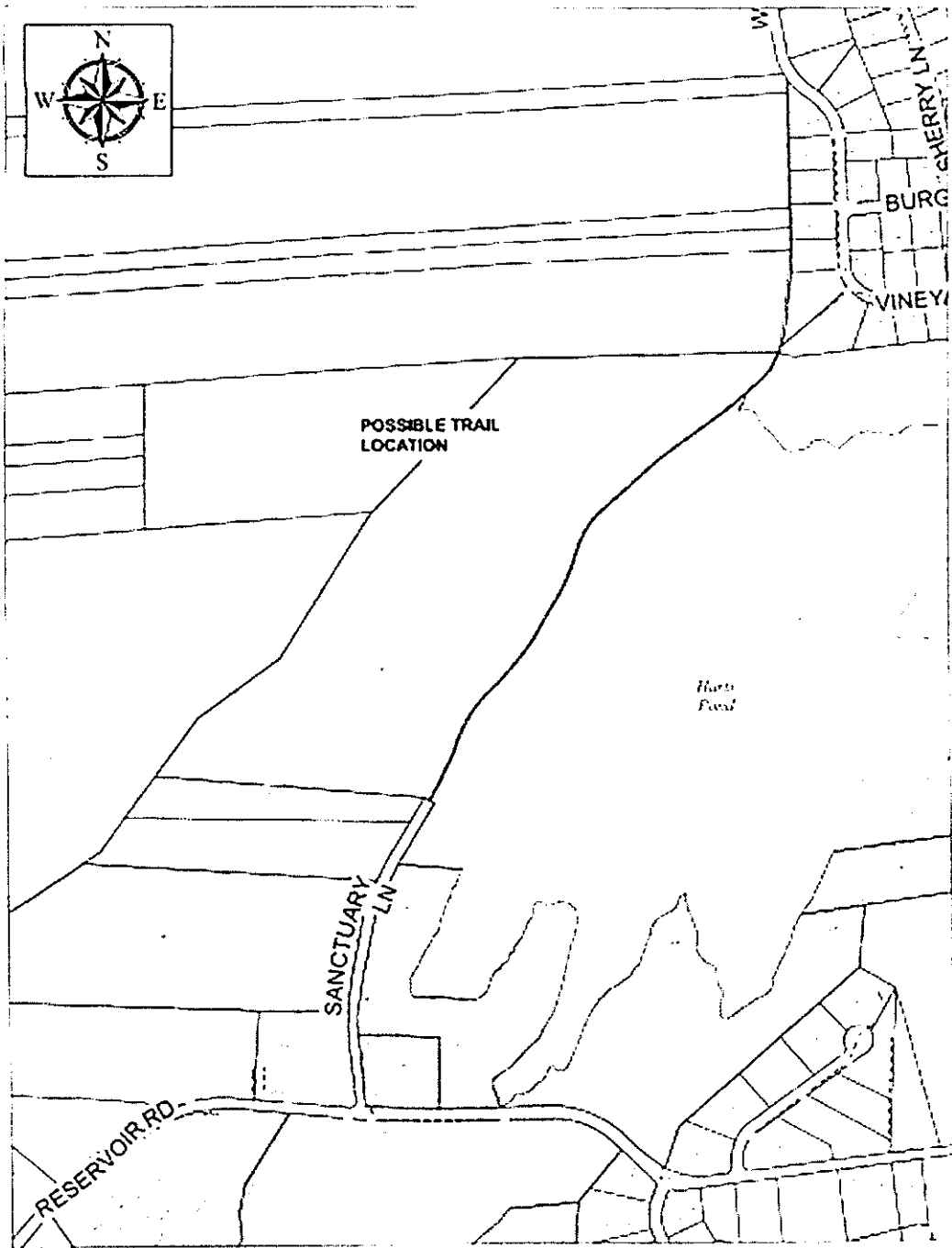
38/3/22

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38/3/22

38/3/22



Legend	
---	Line, Line, Tow
----	Hydro. AS
---	INACE, INCS, INCI
---	Blue, Brown

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



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:

Stephen J. Erickson
Stephen J. Erickson
 Stephen J. Erickson

EARL H. WICKLUND, INC.

By *Earl H. Wicklund*
 Earl H. Wicklund, President

002610/c

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 owner 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
 Commissioner of the Superior Court

\$ -- -- Conveyance Tax Received
 \$ -- -- State Conveyance Tax Recd.
James K. W. ...
 Town Clerk of Berlin

RECEIVED July 3, 2001
 AT 12:00 PM

AND RECORDED IN
BERLIN LAND RECORDS

VOL 451 PAGE 948

James K. W. ...
 TOWN CLERK

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 2B, 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 Hydraulic Backhoes

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

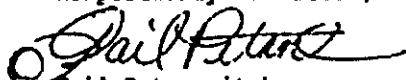
Award of Bulldozer-Catapillar Model D-6

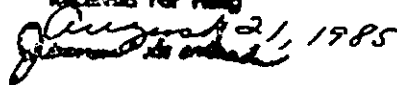
@ \$3,200/week to E. Aiudi & Sons, Inc.

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.

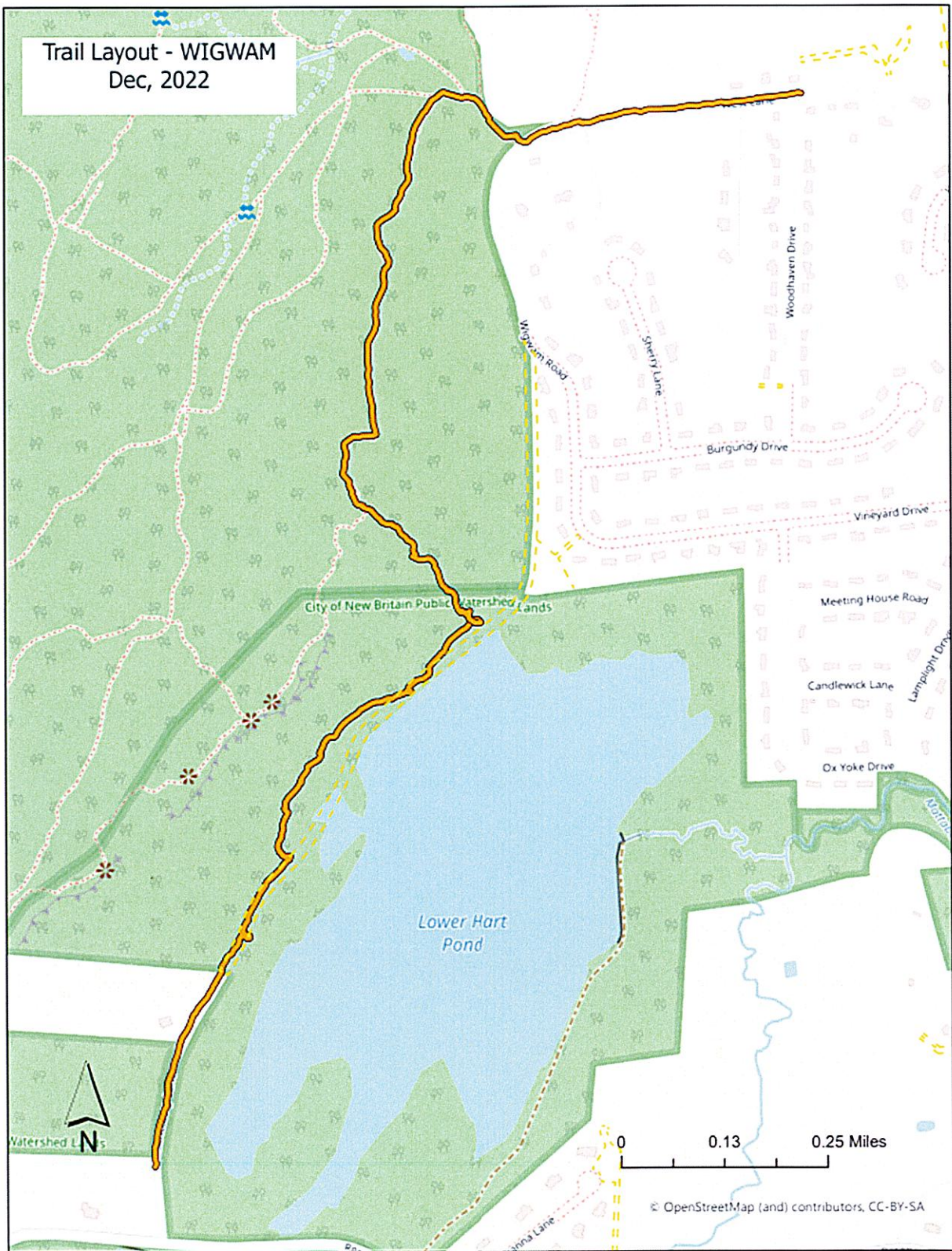
The meeting was adjourned at 8:45 P.M.

Respectfully submitted,


Gail Petanovitch
Secretary

Received For Filing
 21, 1985
Town Clerk

Trail Layout - WIGWAM
Dec, 2022





Town of Berlin

Planning and Zoning Department

240 Kensington Road
Berlin, Connecticut 06037
www.berlinct.gov

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

March 7, 2023

TOWN OF BERLIN

NOTICE OF DECISION

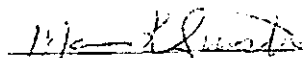
SUBJECT: Review and Recommendation in Accordance with
§8-24 of the Connecticut General Statutes

Relocation of a Portion of the Town Right of Way for an Abandoned
Section of Wigwam Road

After review in accordance with §8-24 of the Connecticut General Statutes, at its Regular Meeting of March 2, 2023 the Berlin Planning and Zoning Commission voted unanimously to forward a favorable recommendation, with a condition, to the Town Council for the relocation of a portion of the Town Right of Way for an abandoned section of Wigwam Road.

The condition of this recommendation is:

- a. All due diligence to be incorporated.


Maureen Giusti, AICP
Town Planner

Maureen K. Giusti, AICP, Town Planner, 860-828-7060, mgiusti@berlinct.gov
Dylan Willette, ENV SP, Assistant Town Planner, 860-828-7186, dwillette@berlinct.gov
Paul Morbidelli, Zoning Enforcement Officer, 860-828-7008, pmorbidelli@berlinct.gov
Frances Semnoski, Land Use Administrator, 860-828-7066, semnoski@berlinct.gov



Town of Berlin

Planning and Zoning Department

240 Kensington Road
Berlin, Connecticut 06037
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Planning and Zoning Commission
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March 7, 2023

TOWN OF BERLIN

NOTICE OF DECISION


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After review in accordance with §8-24 of the Connecticut General Statutes, at its Regular Meeting of March 2, 2023 the Berlin Planning and Zoning Commission voted unanimously to forward a favorable recommendation, with a condition, to the Town Council for the relocation of a portion of the Town Right of Way for an abandoned section of Wigman Road.

The condition of this recommendation is:

- a. All due diligence to be incorporated.


Maureen Giusti, AICP
Town Planner

Maureen K. Giusti, AICP, Town Planner, 860-828-7060, mgiusti@berlinct.gov
Dylan Willette, ENV SP, Assistant Town Planner, 860-828-7186, dwillette@berlinct.gov
Paul Morbidelli, Zoning Enforcement Officer, 860-828-7008, pmorbidelli@berlinct.gov
Frances Semnoski, Land Use Administrator, 860-828-7066, fsemnoski@berlinct.gov

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 9, 2023

SUBJECT: Authorization for the Town Manager to Subordinate the Façade & Landscaping Program Lien For 1067 Farmington Avenue

Summary of Agenda Item:

1224 LLC is requesting a subordination by the Town of its Statutory Mortgage Form Deed in the original principal amount of \$6,512.02 dated October 24, 2018 and recorded October 24, 2018 in Volume 752 at Pages 288 through 294 in the Berlin Land Records. 1224 LLC is buying the property at 1067 Farmington Avenue to occupy for its business.

Action:

Move to authorize the Town Manager to execute the attached subordination with respect to the Statutory Mortgage Form Deed in the original principal amount of \$6,512.02 dated October 24, 2018 and recorded October 24, 2018 in Volume 752 at Pages 288 through 294 in the Berlin Land Records, subject to the review and approval of Corporation Counsel.

Attachments:

Proposed subordination agreement

Prepared By:

Chris Edge, Economic Development Director *CE*

SUBORDINATION AGREEMENT

WHEREAS, The Town of Berlin ("Town of Berlin") is the holder of a certain Statutory Mortgage Form Deed in the original principal amount of \$6,512.02 dated October 24, 2018 and recorded October 24, 2018 in Volume 752 at Pages 288 through 294 in the Berlin Land Records ("the Berlin Mortgage") in connection with certain real property known as 1067 Farmington Avenue, Berlin, Connecticut 06037 ("the Premises") to be owned by Farmington 1224 LLC a Connecticut Limited Liability Company having a principal place of business at 1067 Farmington Avenue, Berlin, CT 06037-2244.

WHEREAS, Borrower has granted to Avida Bank of 42 Main Street, Hudson, Massachusetts 01749 and the U.S. Small Business Administration ("Bank") a Mortgage, Assignment of Rents and UCC Financing Statement Fixture Filing in the original principal amount of \$611,000.00 Dollars (\$611,000.00) dated March , 2023 and to be recorded in the Berlin Land Records in connection with the premises (the " "); and

WHEREAS, the Bank desires that the Avida Bank Mortgage and the U.S. Small Business Administration Mortgage be fully superior in priority to the Berlin Mortgage.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town of Berlin does hereby agree for itself and its successors and assigns, that the Avida Bank Mortgage and the U.S. Small Business Administration Mortgage shall be and hereby is made superior and prior lien and effect to the Berlin Mortgage, and hereby covenants and agrees with respect to the Premises and the Avida Bank Mortgage and the U.S. Small Business Administration Mortgage shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the same had been executed, delivered and recorded prior to the Berlin Mortgage.

Approved to Form

Corporation Counsel

IN WITNESS WHEREOF, this Subordination is made effective as of March __, 2023.

TOWN OF BERLIN

By: _____
Aroscha Jayawickrema
Its Town Manager
Duly Authorized

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

March , 2023

On this the ____ day of March, 2023, before me, Aroscha Jayawickrema, Town Manager of the Town of Berlin, as aforesaid, signed of the foregoing instrument, personally appeared, and acknowledged the execution of such instrument to be his/her free act and deed as such Town Manager and the free act and deed of said municipality, before me.

Commissioner of the Superior Court
Notary Public

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: March 10, 2023
SUBJECT: Tax Abatement for KIDS LLC

Summary of Agenda Item:

KIDS LLC has submitted an application for the construction of two buildings within the Stick Village at 150 Webster Square Road (5,000 square feet) and 160 Webster Square Road (4,320 square feet). 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, and 30% in year 3, for each building per the Town's tax abatement policy. The Economic Development Commission recommends that the Town Council approve the tax abatement for KIDS LLC for both 150 and 160 Webster Square Road.

Actions Needed:

Move to approve a tax abatement for Kids LLC for the construction of a 5,000 square foot building at 150 Webster Square Road of 50% in year 1, 40% in year 2, and 30% in year 3.

Move to approve a tax abatement for Kids LLC for the construction of a 4,320 square foot building at 160 Webster Square Road of 50% in year 1, 40% in year 2, and 30% in year 3.

Attachments:

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

Prepared By: Christopher Edge, Economic Development Director CE

Town of Berlin

Department of Economic Development

Tax Abatement Application

Name of Operating Company: KIDS, LLC

Name of Parent Company (If applicable): Earl H Wicklund, INC

Name of Entity that will own the real estate: KIDS, LLC

Mailing Address: PO Box 417

Project Address (If applicable): 160 + 150 Webster Square Rd

Phone Number: 860 828 7015 Email: wick3@comcast.net

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

#160 - Child Care / Therapeutic For Children with autism
#150 - 1) Retail & sneakers 2) Barber Shop 3) Food
4) Engineering Office

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.

#150 Completed 5000 sq Feet
#160 Estimated completion of June 1, 2023
432039 Feet

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

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

Town of Berlin

Department of Economic Development

Estimated Value of Real Estate Improvements: ^{#152} \$ 750,000 ^{#153} \$ 750,000

Estimated Value of Additional Personal Property: _____

Number of Jobs to be Retained in Berlin: _____

Number of Jobs to be Created: #160 = 25-30 jobs

Additional Details (If needed):

#150 Restaurant 4
#154 Technology 4-6
#156 Organic Foods 3-4
#158 Limestone 4-8

2-21-23
Date

Sam Rude Sec
Signature of Company Representative

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

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

PRO FORMA - KIDS LLC (150 Webster Square)

<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	400,000	33.93	\$ 13,572	\$ 1,357	\$ 14,929	\$6,786	\$ 8,143
2	400,000	34.27	\$ 13,708	\$ 1,371	\$ 15,078	\$5,483	\$ 9,595
3	400,000	34.61	\$ 13,845	\$ 1,384	\$ 15,229	\$4,153	\$ 11,076
4	400,000	34.96	\$ 13,983	\$ 1,398	\$ 15,382		\$ 15,382
5	400,000	35.31	\$ 14,123	\$ 1,412	\$ 15,535		\$ 15,535
6	400,000	35.66	\$ 14,264	\$ 1,426	\$ 15,691		\$ 15,691
7	400,000	36.02	\$ 14,407	\$ 1,441	\$ 15,848		\$ 15,848
8	400,000	36.38	\$ 14,551	\$ 1,455	\$ 16,006		\$ 16,006
9	400,000	36.74	\$ 14,697	\$ 1,470	\$ 16,166		\$ 16,166
10	400,000	37.11	\$ 14,843	\$ 1,484	\$ 16,328		\$ 16,328
11	400,000	37.48	\$ 14,992	\$ 1,499	\$ 16,491		\$ 16,491
12	400,000	37.85	\$ 15,142	\$ 1,514	\$ 16,656		\$ 16,656
13	400,000	38.23	\$ 15,293	\$ 1,529	\$ 16,823		\$ 16,823
14	400,000	38.62	\$ 15,446	\$ 1,545	\$ 16,991		\$ 16,991
15	400,000	39.00	\$ 15,601	\$ 1,560	\$ 17,161		\$ 17,161
16	400,000	39.39	\$ 15,757	\$ 1,576	\$ 17,332		\$ 17,332
17	400,000	39.79	\$ 15,914	\$ 1,591	\$ 17,506		\$ 17,506
18	400,000	40.18	\$ 16,073	\$ 1,607	\$ 17,681		\$ 17,681
19	400,000	40.59	\$ 16,234	\$ 1,623	\$ 17,858		\$ 17,858
20	400,000	40.99	\$ 16,396	\$ 1,640	\$ 18,036		\$ 18,036
	Total		\$ 298,842	\$ 29,884	\$ 328,726	\$ 16,423	\$ 312,304

PRO FORMA - KIDS LLC (160 Webster Square)

<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	370,000	33.93	\$ 12,554	\$ 1,255	\$ 13,810	\$6,277	\$ 7,532
2	370,000	34.27	\$ 12,680	\$ 1,268	\$ 13,948	\$5,072	\$ 8,876
3	370,000	34.61	\$ 12,806	\$ 1,281	\$ 14,087	\$3,842	\$ 10,245
4	370,000	34.96	\$ 12,935	\$ 1,293	\$ 14,228		\$ 14,228
5	370,000	35.31	\$ 13,064	\$ 1,306	\$ 14,370		\$ 14,370
6	370,000	35.66	\$ 13,194	\$ 1,319	\$ 14,514		\$ 14,514
7	370,000	36.02	\$ 13,326	\$ 1,333	\$ 14,659		\$ 14,659
8	370,000	36.38	\$ 13,460	\$ 1,346	\$ 14,806		\$ 14,806
9	370,000	36.74	\$ 13,594	\$ 1,359	\$ 14,954		\$ 14,954
10	370,000	37.11	\$ 13,730	\$ 1,373	\$ 15,103		\$ 15,103
11	370,000	37.48	\$ 13,868	\$ 1,387	\$ 15,254		\$ 15,254
12	370,000	37.85	\$ 14,006	\$ 1,401	\$ 15,407		\$ 15,407
13	370,000	38.23	\$ 14,146	\$ 1,415	\$ 15,561		\$ 15,561
14	370,000	38.62	\$ 14,288	\$ 1,429	\$ 15,717		\$ 15,717
15	370,000	39.00	\$ 14,431	\$ 1,443	\$ 15,874		\$ 15,874
16	370,000	39.39	\$ 14,575	\$ 1,457	\$ 16,032		\$ 16,032
17	370,000	39.79	\$ 14,721	\$ 1,472	\$ 16,193		\$ 16,193
18	370,000	40.18	\$ 14,868	\$ 1,487	\$ 16,355		\$ 16,355
19	370,000	40.59	\$ 15,017	\$ 1,502	\$ 16,518		\$ 16,518
20	370,000	40.99	\$ 15,167	\$ 1,517	\$ 16,683		\$ 16,683
	Total		\$ 276,429	\$ 27,643	\$ 304,072	\$ 15,191	\$ 288,881

March 13, 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 two buildings at 150 and 160 Webster Square Road in Berlin. The applicant, KIDS LLC has requested a 3-year tax abatement on the increase in assessment. This abatement will allow a handful of firms to open up in Berlin and one firm to double their size.

This tax abatement will not increase your taxes, but will give KIDS LLC a small tax abatement over the 3 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,

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

Christopher D. Edge
Economic Development Director

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 7, 2023

SUBJECT: Purchase of Firefighter Personal Protective Equipment (PPE) from C & S Specialty and the Fire Store.

Summary of Agenda Item:

Each year the Fire Departments replace a fraction of the PPE in use. The replacement is determined by an annual comprehensive PPE inspection. The inspection considers the age, wear, condition and level of activity of the firefighter. Equipment inspected are turnout coats and pants, boots, helmets, gloves and water PPE. The Town of Berlin Fire Department (TOBFD) has budgeted \$55,000 for replacement PPE in FY2022. The funding for the PPE account #001.15.1531.0.53216.00000.

The TOBFD is requesting that the main ensemble of PPE (Coats and Pants) be awarded to C & S Specialty utilizing the NPPgov (National Purchasing Partners) Contract # PS200658 expiring 6/13/2026. This will be the 5th year our firefighter's turn-out coats and pants are manufactured by Lion Apparel. The TOBFD performs a review of PPE used in an effort to purchase a high-grade ensemble to protect our men and women. Lion Apparel was very well received by the review committee and now with firefighters wearing the equipment. TOBFD is requesting to spend an amount not to exceed \$40,000 on turn-out coats and pants. Each ensemble costs \$3,799.

The remainder of the funding within this request will be used to, Firefighting boots, Helmets and gloves.

Action Needed:

1. Move to approve the purchase of Lion Fire Department Protective Clothing from C & S Specialty in an amount not to exceed \$40,000 utilizing the NPPgov (National Purchasing Partners) Contract# PS200658.

Attachments:

Certification of Sufficiency of Funds

Prepared By:

James C. Simons, Fire Administrator



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 7-Mar-23

Purchase Item or Contract: Firefighter Personal Protective Equip.		Requested by: Jim Simons	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Firefighter Personal Protective Equipment	\$40,000.00	\$40,000.00
	(NTE \$40,000)		\$0.00
			-
			-
			-
			-
TOTAL			\$40,000.00

Account No. 001.15.1531.0.53216.00000 Protective Clothing


Budgeted Amount.....	\$55,000.00	Available balance.....	\$52,835.41
Encumbrances to Date.....	\$893.95	Amount Needed for This Package.....	\$40,000.00
Expenditures to Date.....	\$1,270.64	Available Balance After Purchase.....	\$12,835.41

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist. Finance Director

☐ 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: March 15, 2023

SUBJECT: Carpet Replacement at Peck Memorial Library

Summary of Agenda Item:

In Fiscal Year 2023, funding was approved to replace the original 30-year-old carpet at Peck Memorial Library. Library staff worked with the original project architect and an interior designer to chose colors and styles that would best suite and accommodate the spaces. McBride Wayside Carpet Co. of Newington, CT has provided pricing per the designed scope utilizing State of Connecticut DAS Contract No. 20PSX0088 in the amount of \$137, 887 which includes a five percent project contingency and prevailing wage. Funding is available in the Library Carpeting Account 500.25.2544.0.54000.01315.

Action Needed:

Move to utilize State of Connecticut DAS Contract No. 20PSX0088 and approve the estimate from McBride Wayside Carpet of Newington, CT in the amount of \$137, 877 which includes a five percent project contingency and prevailing wage for the replacement of carpeting per the designed scope at Peck Memorial Library.

Attachments:

Certificate of Sufficiency of Funds
McBride Wayside Estimate

Prepared By:

Douglas Solek, Director of Facilities
Kimberly McNally, Director, Berlin Peck Library



MCBRIDE WAYSIDE CARPET CO.

3153 BERLIN TURNPIKE
NEWINGTON, CT. 06111
860-666-2512

Estimate

Date	Estimate #
3/15/2023	4877

Name / Address
TOWN OF BERLIN 238 KENSINGTON ROAD BERLIN, CT. 06037-2648

			Project
Description	Qty	Rate	Total
PECK LIBRARY			
*MAIN LIBRARY-MILLIKEN FAHRENHEIT CARPET TILE	13,300	4.23	56,259.00T
INSTALLATION	13,300	1.49	19,817.00T
REMOVAL OF EXISTING CARPET	13,300	1.10	14,630.00T
4 INCH VINYL COVE BASE	550	1.15	632.50T
INSTALLATION OF BASE	550	3.69	2,029.50T
*CIRCULATION-MILLIKEN FAHRENHEIT CARPET TILE	840	4.23	3,553.20T
INSTALLATION	840	1.49	1,251.60T
REMOVAL OF EXISTING CARPET	840	1.10	924.00T
4 INCH COVE BASE	98	1.15	112.70T
INSTALLATION	98	3.69	361.62T
*ADMINISTRATION-MILLIKEN FAHRENHEIT CARPET TILE	1,410	4.23	5,964.30T
INSTALLATION	1,410	1.49	2,100.90T
REMOVAL OF EXISTING CARPET	1,410	1.10	1,551.00T
4 INCH COVE BASE	140	1.15	161.00T
INSTALLATION OF BASE	140	3.69	516.60T
*MEETING ROOM-MILLIKEN FAHRENHEIT CARPET TILE	1,428	4.23	6,040.44T
INSTALLATION	1,428	1.49	2,127.72T
4 INCH COVE BASE	152	1.15	174.80T
INSTALLATION OF BASE	152	3.69	560.88T
REMOVAL OF EXISTING CARPET	1,428	1.10	1,570.80T
*STUDY ROOMS, BOARD ROOM,LOCAL HISTORY, DIRECTORS OFFICE-MILLIKEN FORMWORKS CARPET TILE	1,082	3.18	3,440.76T
INSTALLATION	1,082	1.49	1,612.18T
REMOVAL OF EXISTING CARPET	1,082	0.62	670.84T
*STAFF LOUNGE-FORTIFIED FOUNDATIONS-BARK	218	3.53	769.54T
		Subtotal	
		Sales Tax (0.0%)	
		Total	

Signature_____

Signature_____

MCBRIDE WAYSIDE CARPET CO.

3153 BERLIN TURNPIKE
NEWINGTON, CT. 06111
860-666-2512

Estimate

Date	Estimate #
3/15/2023	4877

Name / Address
TOWN OF BERLIN 238 KENSINGTON ROAD BERLIN, CT. 06037-2648

			Project
Description	Qty	Rate	Total
INSTALLATION	218	3.58	780.44T
REMOVE EXISTING CARPET	218	0.62	135.16T
4 INCH VINYL COVE BASE	56	1.15	64.40T
INSTALLATION OF BASE	56	3.69	206.64T
*MILLIKEN CARPET TILE ADHESIVE	15	133.84	2,007.60T
OVERAGE OF CARPET 2%	306	4.23	1,294.38T
DAS Contract #20PSX0088			
		Subtotal	\$131,321.50
		Sales Tax (0.0%)	\$0.00
		Total	\$131,321.50

Signature_____

Signature_____



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 15-Mar-23

Purchase Item or Contract: Library Carpet Replacement		Requested by: Doug Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Library Carpet Replacement	\$137,877.00	\$137,877.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$137,877.00

Account No. 500.25.2544.0.54000.01315 Carpet

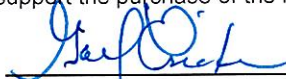
Budgeted Amount.....	\$150,000.00	Available balance.....	\$143,000.00
Encumbrances to Date.....	\$4,262.50	Amount Needed for This Package.....	\$137,877.00
Expenditures to Date.....	\$2,737.50	Available Balance After Purchase.....	\$5,123.00

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist. Finance Director

☐ 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: March 13, 2023

SUBJECT: Fire Alarm Replacements at Willard and Griswold Schools

Summary of Agenda Item:

In fiscal year 2021 and 2022 funding was approved to replace and upgrade the fire alarm systems at Willard and Griswold schools based on information available at the time. The impact of the upgrades requires the projects to be coordinated and performed during the summer recess. These are the last two schools with 30-year-old systems with the proposed replacement systems to be consistent with the other schools in the district. Integrated Technical Systems of Wallingford, CT has provided comprehensive proposals utilizing State of Connecticut Contract no. 18PSX0005. The Willard proposal is \$292,500 and the Griswold proposal is \$261,000 without any contingency. The Fire Alarm Upgrade account 500.35.3561.0.54000.00347 currently has \$450,000 available with proposed transfers to cover the shortfall and contingency to be determined by fiscal year end. If additional funding is needed, a separate request will be made of the Town Council and Board of Finance to use General Fund contingency.

Action Needed:

Move to approve the proposal from Integrated Technical Systems of Wallingford, CT., utilizing State of Connecticut DAS contract no. 18PSX0005 in the amount of \$292,500 to replace and upgrade the fire alarm system at Emma Hart Willard School. Move to approve the proposal from Integrated Technical Systems of Wallingford, CT utilizing State of Connecticut DAS contract no. 18PSX0005 in the amount of \$261,000 to replace and upgrade the fire alarm system at Mary E. Griswold school pending additional funding approval by the Board of Finance.

Attachments:

Certificate of Sufficiency of Funds
Integrated Technical Systems Proposals

Prepared By:

Douglas Solek, Director of Facilities



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 13-Mar-23

Purchase Item or Contract: Fire Alarms - Willard and Griswold		Requested by: Doug Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Willard Fire Alarm system replacement	\$292,500.00	\$292,500.00
1.00	Griswold Fire Alarm system replacement	\$261,000.00	\$261,000.00
			-
			-
			-
			-
TOTAL			\$553,500.00

Account No. 500.35.3561.0.54000.00347 Fire Alarm Update

Budgeted Amount.....	\$450,000.00	Available balance.....	\$450,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$553,500.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	(\$103,500.00)

Is a budget change needed? ☒ Yes ☐ No

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

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

or:

Finance Director or Assist.Finance Director

☒ I certify that a budget change in the amount of \$103,500 must be processed concurrently with this certification to support this commitment.



Finance Director or Assist.Finance Director



Berlin Schools
Doug Solek

March 10, 2023

Subject; Willard
Elementary School
Fire Alarm System

I-T-S performed site surveys and completed fire alarm design documents for the Willard Elementary School fire alarm replacement / upgrade.
I-T-S will provide the listed equipment and services for a completely new fire alarm / digital voice system.

* A completely new Notifier addressable fire alarm digital voice evacuation system shall be provided

* New addressable fire initiating devices including smoke detectors, heat detectors, pull stations, duct detectors and carbon monoxide detectors shall be provided.

* New audio-visual devices including speakers, strobes, and combination speaker strobes shall be provided.

* A complete floor plan design drawing showing all fire alarm devices

* A complete wiring riser diagram showing all input and output fire alarm circuits.

* Coordination with BBOE personnel.

* Complete testing of the system.

* Fire Marshal final testing

* An NFPA certification will be provide upon completion

* Twelve-month warranty

* Project includes prevailing wages

State of CT Contract # 18PSX0005

Total Project Cost 292,500.00

Bill Korbelak



Berlin Schools
Doug Solek

March 10, 2023

Subject; Griswold
Elementary School
Fire Alarm System

I-T-S performed site surveys and completed fire alarm design documents for the Griswold Elementary School fire alarm replacement / upgrade.
I-T-S will provide the listed equipment and services for a completely new fire alarm / digital voice system.

* A completely new Notifier addressable fire alarm digital voice evacuation system shall be provided

*New addressable fire initiating devices including smoke detectors, heat detectors, pull stations, duct detectors and carbon monoxide detectors shall be provided.

* New audio-visual devices including speakers, strobes, and combination speaker strobes shall be provided.

* A complete floor plan design drawing showing all fire alarm devices

* A complete wiring riser diagram showing all input and output fire alarm circuits.

* Coordination with BBOE personnel.

* Complete testing of the system.

* Fire Marshal final testing

* An NFPA certification will be provide upon completion

* Twelve-month warranty

* Project includes prevailing wages

State of CT Contract # 18PSX0005

Total Project Cost 261,000.00

Bill Korbela

Agenda Item No. 11
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 6, 2023

SUBJECT: Physical Services Complex Truck Wash Bay-Bid Waiver Proposal Approval

Summary of Agenda Item:

In 2019 Town Council requested Facilities to obtain budgetary estimates and design options for a truck wash facility at the Physical Services Complex on Town Farm Lane. Improvements are being proposed to address icing and worker safety issues at the existing truck wash bay, which is not fully enclosed or heated. Jacunski Humes Architects (JHA) prepared conceptual plans which provide for the full enclosure and expansion of the existing truck wash area adjacent to the Highway Department garage. Budgetary-level estimates to complete the project total approximately \$440,000; this includes final design, plumbing, heating, insulation, electrical, structural, and a new truck wash system. Town Council referred this proposal (at its November 26, 2019, meeting) to the Planning and Zoning Commission for a Section 8-24 review which was approved. The project was then referred to the Public Building Commission and Public Works Department to further design and develop the project scope so a design build RFP could be advertised. Over the next two years three very inclusive RFPs were advertised with various changes to bring down costs. After additional funding options were no longer available to fulfil the enhanced design options which included a fully automated wash system, it was determined to scale back to the original scope of enclosing the existing structure to provide protection from the elements. The current manual wash equipment will be utilized until future funding becomes available. JA Rosa of Wolcott, CT was the lowest qualified bidder from the last three RFPs and has provided an updated design build proposal in the amount of \$506,755 which includes alternates. The project account currently has \$493,000 so some alternates will be omitted until additional funding can be secured. The base bid with insulated doors is requested for approval along with a seven percent project contingency bringing the total project cost to an amount not to exceed \$493,000. Funding is available in the Wash Bay Account 500.20.2038.0.54000.00346

Action Needed:

Move to approve a bid waiver and the proposal from JA Rosa of Wolcott, CT in the amount of \$493,000 which includes a seven percent project contingency to expand and enclose the existing wash bay structure located at the Highway Department within the Physical Services Complex at Town Farm Lane as this is in the best interest of the Town.

Attachment:

JA Rosa Proposal
Certificate of Sufficiency of Funds

Prepared By:

Doug Solek, Facilities Director
Michael S. Ahern, P.E., Director of Public Works/Town Engineer

March 6, 2023

Douglas Solek
Director of Facilities
Town of Berlin
11 Town Farm Lane
Berlin, CT 06037

Re: Proposal for Truck Wash Project

Doug,

We are pleased to present our proposal for the above referenced project.

We include: Updated construction drawings to be delivered to Jacunski in either Revit or ACAD format (Final architectural stamped and signed drawing by Architect), Structural engineering design and fees by JAR, Aluminum framed windows, one entry door, Vision lites in the entry and coiling overhead doors, flood dampers. We have included Connecticut State Prevailing Wage for all labor.

We exclude: site work, excavation, backfill, slab demolition, site utilities and services, MEP engineering stamped drawings, permit fees, new 225 amp 480 V circuit breaker panel, natural gas radiant heat with piping in the building, lighting, emergency lighting, exit signs, exterior lighting, bollards.

Base Bid	433,865
Insulated Coiling Doors	18,055
Base Bid with Insulated Doors	451,920
Add Alternate Performance and Material Bond	9,000
Add Alternate Gas Radiant Tube Heat	17,640
Add Alternate Electrical	28,195

Regards,

John A. Rosa

John A. Rosa
Managing Member



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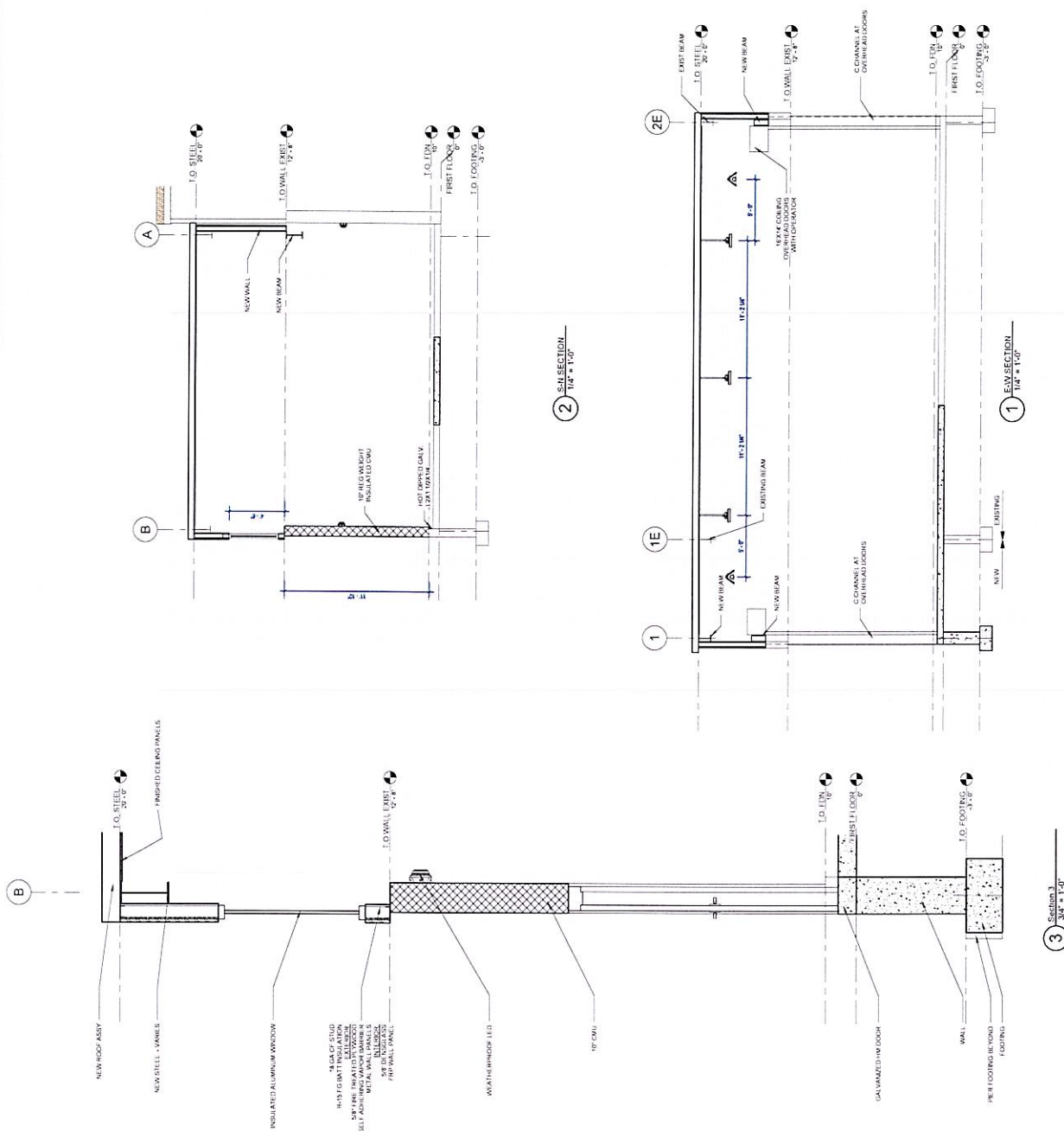
D.P.W. TRUCK WASH
TOWN OF BERLIN
19 TOWN FARM LANE
BERLIN, CT

SECTIONS

Project number	
Date	PRELIMINARY
Drawn by	JAR
Checked by	

A2

Scale	As indicated
-------	--------------





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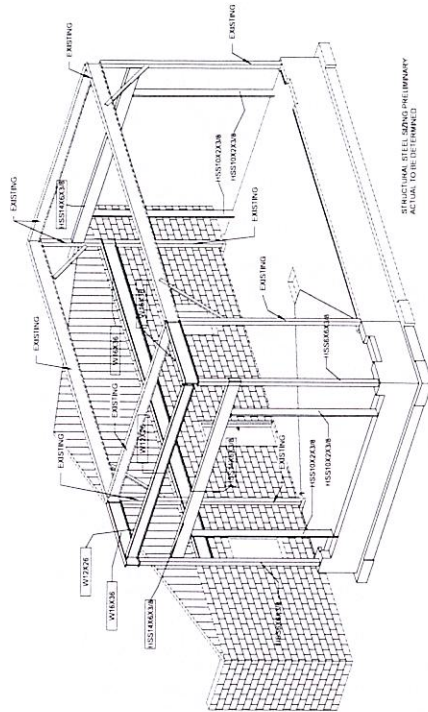
D.P.W. TRUCK WASH
TOWN OF BERLIN
19 TOWN FARM LANE
BERLIN, CT

3D VIEWS

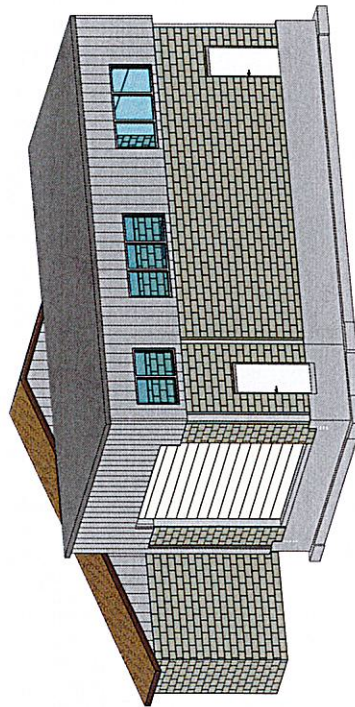
Project number	
Date	PRELIMINARY
Drawn By	Author
Checked By	Checker

A4

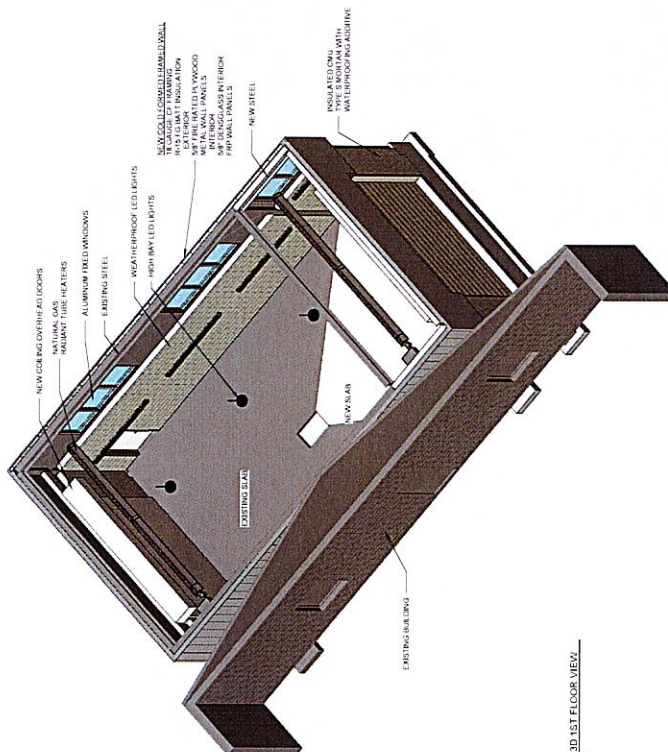
APR 25



2 3D STRUCTURAL VIEW



3 3D VIEW



1 3D 1ST FLOOR VIEW



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 13-Mar-23

Purchase Item or Contract: Truck Wash Bay		Requested by: Doug Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Truck Wash Bay (NTE \$493,000)	\$493,000.00	\$493,000.00
			\$0.00
			-
			-
			-
			-
TOTAL			\$493,000.00

Account No. 500.20.2038.0.54000.00346 Highway Wash Bay


Budgeted Amount.....	\$493,925.92	Available balance.....	\$493,925.92
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$493,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$925.92

Is a budget change needed? ☐ Yes ☒ No

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

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

or:


Finance Director or Assist.Finance Director

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

Finance Director or Assist.Finance Director

Agenda Item No. 12
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 9, 2023

SUBJECT: Request to Waive the Bidding Process for Fleet Pump & Service

SUMMARY:

Berlin Water Control (BWCC) has ten sewer pumping stations. Pumps often fail and as a result, need to be re-built, and in many instances replaced with a new pump.

Pumping sewage takes a toll on the operation, maintenance and efficiency of a pump.

Fleet Pump & Service is the primary provider for the Northeast and has provided excellent service to the Berlin Water Department for years. Fleet provides BWCC sewer pump stations with all its pump needs.

Water Control proposes to rebuild two sewer pumps; one at the Orchard Road Station [\$5,032.00], and one at the Worthington Pump Station [\$5,650.00]. BWCC past practice is to have a spare pump available at pump stations which have two active pumps. Therefore, BWCC would like to purchase a spare pump at the Orchard Road Station [\$20,078.00], and provide for additional unexpected pump repairs and/or replacements not to exceed \$45,000.00.

In order to maintain consistency with the existing pumps at our many pumping stations, it is being requested to waive the bidding process for Fleet Pump & Service for a total of \$45,000.00 from account number 844.55.5588.0.58062.00000 (Update Sewer Stations), through December 31, 2023, as this is in the best interest of the Town.

ACTION NEEDED:

Move to waive the bidding requirements (in case of pump failure, or needed repairs), and approve hiring Fleet Pump & Service for an amount not to exceed \$45,000 through December 31, 2023, as this is in the best interest of the Town.

ATTACHMENTS:

- 1) Sufficiency of Funds
- 2) Quotes

PREPARED BY:

Ray Jarema, P.E., Water Control Commission





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 7-Mar-23

Purchase Item or Contract: Fleet Pump & Service		Requested by: Ray Jarema	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Orchard Road Station pump	\$5,032.00	\$5,032.00
1.00	Worthington Station pump	\$5,650.00	\$5,650.00
1.00	Spare pump for Orchard Road Station	20,078.00	\$20,078.00
1.00	Additional repairs and replacements if needed	14,240.00	\$14,240.00
	(NTE \$45,000 total)		-
			-
TOTAL			\$45,000.00

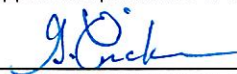
Account No. 844.55.5588.0.58062.00000 Update Sewer Stations

Budgeted Amount.....	\$1,301,237.12	Available balance.....	\$1,092,596.44
Encumbrances to Date.....	\$139,768.38	Amount Needed for This Package.....	\$45,000.00
Expenditures to Date.....	\$68,872.30	Available Balance After Purchase.....	\$1,047,596.44

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



March 1, 2023

Proposal# 230301-2-85

Berlin Water & Sewer Department
48 Town Farm Road
Berlin, CT 06037

Attn: Mike Perzanowski

Subject: Flygt Submersible Pump Repair & Replacement for the **Worthington Ridge Pump Station**.

Dear Mike,

As per your request, Fleet Pump & Service is pleased to submit our proposal for the Repair & Replacement for the Flygt Model CP3102.180 S/N 0070872 5HP 200/3/60 435 impeller code for the noted pump station.

Item	Qty	Description	Unit Price	Total Price
1	1	Basic Repair kit (seals, bearings & o-ring kit)	\$1,609.00	\$1,609.00
2	1	Rotor/Shaft assembly	\$1,217.00	\$1,217.00
3	1	Impeller	\$1,724.00	\$1,724.00
4	1	Stationary wear ring	\$ 150.00	\$ 150.00
5	1	Shop materials & environmental disposal fee	\$ 75.00	\$ 75.00
6	1	Shop Labor	\$ 875.00	\$ 875.00
7	1	Pickup & Delivery	\$ N/C	\$ N/C
Total Repair Price:			\$5,650.00	
10	1	Flygt Submersible Pump Model NP3102.060 Standard design, 5HP, 208 volt, three phase 60Hz, 462 code Hardened High Chrome Steel Impeller & Volute Insert Ring with 50ft cable.	\$10,359.00	\$10,359.00
11	1	Freight	\$ 175.00	\$ 175.00

Note: Price does not include applicable taxes.

Delivery: Repair 2 to 3 weeks, Replacement 8 to 10 weeks.

Freight: As noted.

Terms: See attached.

Validity: 30 days.

Please forward a **Purchase Order or Authorization on your Letter head**, if you wish to proceed with the above proposal.

Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

#5,825



Sincerely,

Serge Agudow

Serge Agudow

914-804-5567

sagudow@fleetpump.com

Sales Engineer



Fleet Pump & Service Group, Inc.

455 Knollwood Road White

Plains, NY 10603

PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

1. Terms and Conditions Become Addendum to Agreement. These General Terms and Conditions accompany the Proposal of Fleet Pump and Service Group, Inc. (the "Supplier") to the Purchaser identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
2. Addendum Terms Control. Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. Payment Terms. The following payment terms are applicable to all Purchase Orders:
 - 2%10. N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
4. Progressive Payments Required. All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. No Credit Provided by Supplier. Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
6. No Retainage. Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. Overdue Balances. In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. Supplier Does Not Provide Warranties. Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. "Time of Essence" Provisions Not Applicable. Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
10. Liquidated Damages Provisions Not Applicable. Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
11. Limitation of Liability. Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and

collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

12. **Indemnification Limited to Direct Cause.** Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. **Third Party Contracts Not Applicable.** Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
14. **Entire Agreement.** Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.



March 1, 2023

Proposal# 230301-1-85

Berlin Water & Sewer Department
48 Town Farm Road
Berlin, CT 06037

844.55.5588.0.58062.00000
update given station

Attn: Mike Perzanowski

Subject: Flygt Submersible Pump Repair & Replacement for the **Orchard Road Pump Station**.

Dear Mike,

As per your request, Fleet Pump & Service is pleased to submit our proposal for the Repair & Replacement for the Flygt Model CP3127.180 S/N 8440058 7.4HP 230/1/60 462 impeller code for the noted pump station.

Item	Qty	Description	Unit Price	Total Price
1	1	Basic Repair kit (seals, bearings & o-ring kit)	\$2,338.00	\$2,338.00
2	1	Terminal board assembly	\$ 144.00	\$ 144.00
3	32ft	Power cable	\$ 43.00	\$1,376.00
4	1	Power cable grommet	\$ 47.00	\$ 47.00
5	1	Stationary wear ring	\$ 150.00	\$ 150.00
6	1	Impeller bolt	\$ 27.00	\$ 27.00
7	1	Shop materials & environmental disposal fee	\$ 75.00	\$ 75.00
8	1	Shop Labor	\$ 875.00	\$ 875.00
9	1	Pickup & Delivery	\$ N/C	\$ N/C
Total Repair Price:			\$5,032.00	\$5,032.00
10	1	Flygt Submersible Pump Model NP3127.060 Standard design, 7.5HP, 230 volt, single phase 60Hz, 488 code Hardened High Chrome Steel Impeller & Volute Insert Ring with 50ft cable.	\$14,871.00	\$14,871.00
11	1	Freight	\$ 175.00	\$ 175.00

\$ 20,078

Note: Price does not include applicable taxes.
Delivery: Repair 2 to 3 weeks, Replacement 8 to 10 weeks.
Freight: As noted.
Terms: See attached.
Validity: 30 days.

Both
call in P.O

Please forward a **Purchase Order or Authorization on your Letter head**, if you wish to proceed with the above proposal.

\$ 20,078



Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Serge Agudow

Serge Agudow
914-804-5567
sagudow@fleetpump.com
Sales Engineer



Fleet Pump & Service Group, Inc.
455 Knollwood Road White
Plains, NY 10603

PROPOSAL ADDENDUM — GENERAL TERMS AND CONDITIONS

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2. Addendum Terms Control. Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. Payment Terms. The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier
4. Progressive Payments Required. All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. No Credit Provided by Supplier. Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending Credit to Purchaser. Any Credit terms provided to Purchaser are at the sole discretion of Supplier.
6. No Retainage. Payments due to Supplier under the Purchase order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. Overdue Balances. In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. Supplier Does Not Provide Warranties. Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. "Time of Essence" Provisions Not Applicable. Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force

oreffectwithrespecttotheSupplier.

10. Liquidated Damages Provisions Not Applicable. Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no forceoreffectwithrespecttotheSupplier.
11. Limitation of Liability. Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
12. Indemnification Limited to Direct Cause. Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. Third Party Contracts Not Applicable. Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
14. Entire Agreement. Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.

Agenda Item No. 13
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: March 13, 2023

SUBJECT: Discussion Regarding an Evaluation of the Three Water/Sewer Systems in Berlin and Payment of the Evaluation

SUMMARY:

The Berlin Water Control Commission (BWCC) unanimously voted to request an evaluation of the three water districts in Berlin to assess their Technical, Managerial and Financial Conditions to serve the needs of water and sewer for the Town of Berlin.

The Commission believes it is necessary that the Town has an independent consultant evaluate each district to determine strengths and weaknesses. There is concern that if there is ever a default similar to East Berlin Fire District in 1966, the Town must recognize the obligation that it would inherit.

Bids for this evaluation were opened February 21, 2023. There were two bidders: DPC Engineering, LLC at \$199,541.37 and Haley Ward, Inc. (who acquired Lenard Engineering) at \$122,000.00. Therefore, BWCC recommends awarding the contract to Haley Ward, Inc.


In looking for a fair and equitable solution to all three Districts participating in this study, it seems fitting that the Town should fund the project. Past experiences have shown a great reluctance from Kensington and Worthington Fire Districts to provide necessary information to a Consultant. The Town should determine if there is a way to compel the Districts participation.

DISCUSSION:

Discussion determining if there is a mechanism to compel the Districts to participate in an evaluation of their Technical, Managerial and Financial Conditions to better serve the water and sewer needs of the Town of Berlin. Ultimately, discussion about the payment of the evaluation, if it is determined to move forward.

PREPARED BY:

Ray Jarema, P.E.
Water Control Manager

 3/13/2023

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: March 7, 2023

SUBJECT: Submission of a List of Blighted Properties per Section 4-15 of the Ordinances of the Town of Berlin for Action by the Town Council

Summary of Agenda Item:

Article 2 of the Ordinances of the Town of Berlin is concerned with vacant and blighted buildings. This article defines vacant buildings and sets forth a process for the establishment of an "approved" list of blighted premises. This process requires that the Town Manager request a report of blighted properties per the definitions in the ordinance from Town departments heads and that based on these reports and other information, the Town Manager prepare a blighted properties list and present it to the Town Council for approval, disapproval or modification. The Town Manager has requested a report of blighted properties from Town department heads and, based upon these reports and other information, is submitting herewith a list of blighted properties to the Town Council for approval, disapproval or modification. The Town Council has 75 days after receipt of this list to approve, disapprove or modify the blighted properties list.

Action Needed:

Move to receive the blighted properties list from the Town Manager for consideration

Attachments:

List of blighted properties from the Town Manager per Article 2 of the ordinances of the Town of Berlin entitled; "Vacant and Blighted Buildings"

Blighted Property Inspection Sheet Sample

Prepared By:

Arosha Jayawickrema, Town Manager 



Blighted Properties List

February 23, 2023

Street No.	Street Name	Photo	Mailing Owner	Mailing Address	Reason(s) for Blight	Input Department	Comments	Certified Letter Sent	Status
529	Berlin Turnpike		Jeffrey Respler @ 529 Berlin Turpike Realty LLC	833 Glen Drive Woodmere, NY 11598	Vacant, broken windows and doors, dilapidated, history of vandalism, overgrown	Development Services; Police Department	Former Tesco Fork Lift. Owner has indicated in past that with each clean-up, property was vandalized again.	5/7/2015	Recommend to remain on Blight List. Property has sat vacant for several years.
77	Elton Road		Raymond Szajkowski	per Corporation Counsel	Vacant and overgrown; structures deteriorating; neighbor complaints	Development Services	Property should remain on Blight list. The Town has been working for several years through corporation Counsel with the courts to compel compliance. The Town was allowed by the court to do a minimal amount of clean-up and maintenance.	5/7/2015	Recommend to remain on Blight List. Compliance being pursued by Corporation Counsel in Court
1162	Berlin Turnpike		Ralph El-Hayek CRL Hayek LLC	88 Kendall Hill Road Leominster, MA 01453	Overgrown, abandoned, vacant garage, boarded, dilapidated	Police Department; Development Services	Lee Trucking/old gas station. Remains overgrown and a site subject to vandalism and graffiti.	5/7/2015	Recommend to remain on Blight List until clean-up or redevelopment is realized. Lee Trucking/Old Gas Station - Pending 2023 PZC application to rezone property. Anticipated development proposal to follow.
1252	Farmington Avenue		Nando & Victoria Cialfi	12 Ridgeview Drive Farmington, CT 06032	No sign of occupancy, abandoned/inoperable motor vehicle in the rear yard. Overgrowth in the rear of the property.	Development Services	House across from former Arby's Minimal cleanup in front and immediate vicinity around the house has been accomplished since being added to the Blight List.	5/7/2015	Recommend to remain on Blight List. Letters were sent in late 2019. Owner responded by cleaning some things in front of property. owner appears to be seasonally mowing the front and sides. - Owners did moderate cleaning still remains unkept especially in rear of property with unoperable vehicle, overgrown lawn/shrubs and old deteriorated shed.
303	New Britain Road		Connecticut Sand & Stone Corp.	8 Woodland Park Shelton, CT 06484	Abandoned, vacant, dilapidated factory	Police Department; Economic Development	East of McDonalds access north of Prentiss Place (White Oak Property) - President - Roger Toffolon at 7 West Main Street Plainville, CT 06062	5/18/2015	Remains blighted. Owner is working with Town Economic Development office and pursuing approval from the State regarding contaminated soils for ultimately redevelopment for industrial use of the site. Obtained 2018 Inland Wetlands and Watercourses Approval for fill and regrading.

Blighted Properties List

February 23, 2023

Street No.	Street Name	Photo	Mailing Owner	Mailing Address	Reason(s) for Blight	Input Department	Comments	Certified Letter Sent	Status
983	Worthington Ridge		Martin Perzanowski	973 Worthington Ridge Berlin, CT 06037			Old Town Hall, historic structure in the Worthington Ridge Historic District. HDC is concerned for its preservation. Vacant, used for storage, overgrown, broken and boarded windows, roof compromised on rear addition. Reported abandoned vehicles beneath overgrowth in rear.		Has been subject to Blight list in the past. Recommend adding it to current Blight List. While on 2/22/23 Owner contacted Zoning office to indicate plans to remove unsightly materials from around the property as well as plans to repair the broken windows and either board up or repair the broken doors and looking to clear the overgrowth in the rear next month, past claims to become complaint have not been realized and loss of Historic Building through "demo by neglect" is concern.
477-479	New Britain Road		Robert Hare		vacant, missing doors, damaged materials within the roof of the front porch, not being maintained *past issues regarding the neglect of vegetation maintenance.	Planning and Zoning	Vacant, missing doors, damaged materials within the roof of the front porch, not being maintained *past issues regarding the neglect of vegetation maintenance.	Sep-21	Notification was sent to the NB Road address and there was no response. Looking for home address of owner.
1709	Kensington Road		Pierre Bennerup & Susan Sawicki		Vacant accessory structure	Planning and Zoning	Vacant farm land. Junk trash and abandoned vehicles throughout.		Recommend adding to current Blight List unless new owners work toward complinace prior to adoption. Notice sent from Zoning office and received 2/11/23. Owner came into office on 2/23/23 after clearing out some of the items. Slated to be sold on early May. Owner is elderly and limited in the ability to clean-up and decided to leave the task to the new owners

BLIGHTED PROPERTY - INSPECTION SHEET

PROPERTY ADDRESS: _____

MAP _____, BLOCK _____, LOT _____

Property Owner: _____

INSPECTION BY: _____

TITLE: _____

DATE: _____

Per Berlin Municipal Code Article 2 – Vacant and Blighted Buildings the following item(s) are to be used to evaluate the property. Please fill out the and provide details as necessary to describe your findings on reported properties:

1. Any vacant building or structure, or
any vacant part of a structure that is a separate unit, or
a vacant parcel of land, or
any accessory structure, or
a fence,

and in which at least one (1) of the following additional conditions exists:

a.

- a. The building official determines that existing conditions pose a serious threat to the health and safety of the persons in the town;

b.

- b. It is not being maintained, as evidenced by the existence of one (1) or more of the following conditions:

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2
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1. Missing or boarded windows or doors;
2. Collapsing or missing walls, roof or floor;
3. Exterior walls which contain holes, breaks, loose or rotting materials or which are not properly surface coated to prevent deterioration;
4. Foundation walls which contain open cracks and breaks;
5. Overhang extensions including, but not limited to, canopies, marquees, signs, awnings, stairways, fire escapes, standpipes and exhaust ducts, which contain rust or other decay;
6. Chimneys and similar appurtenances which are in a state of disrepair;
7. Insect screens which contain tears or ragged edges;
8. Vermin infestation;
9. Garbage, trash or abandoned vehicles on the premises, unless the premises is a junkyard licensed by the state;
10. Overgrown grass or weeds at least one (1) foot in height; or
11. In the case of a fence, missing or rotted boards or in an otherwise dilapidated condition;

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c.
d.
e.

- c. It is attracting illegal activity as documented in police department records;
d. It is a fire hazard as determined by the fire marshal or as documented in fire department records; or
e. It is a factor creating a substantial and unreasonable interference with the use and enjoyment of other premises within the surrounding area as documented by neighborhood complaints, police reports or the cancellation of insurance on proximate properties.

--

2. Any nonvacant building or structure, or any nonvacant part of a structure that is a separate unit, of which the building official determines that existing conditions pose a serious threat to the health and safety of the persons in the town.

--

3. Blighted premises shall not include any such building or structure located on any active farm.

NOTES: _____

Agenda Item No. 15
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: March 13, 2023
SUBJECT: Small Cities CDBG Grant/ Fair Housing Month

Summary of Agenda Item:

As a recipient of a Small Cities Community Development Block Grant for 2012 Small Cities funding, it is a Department of Economic and Community Development Program requirement that our community actively evidence its commitment to and support for the principles and practices of Fair Housing and Equal Opportunity. April is designated as Fair Housing Month and as such is an ideal time for our community to reaffirm its commitment to Fair Housing and Equal Opportunity. The Town must readopt the Fair Housing Resolution, Fair Housing Policy Statement, Affirmative Action Policy Statement, and Compliance with Title VI of the Civil Rights Act of 1964.

Action Needed:

Move to readopt the Fair Housing Resolution, the Fair Housing Policy Statement, Affirmative Action Policy Statement, and the Compliance with Title VI of the Civil Rights Act of 1964 Statement.

Attachments:

1. Fair Housing Resolution
2. Fair Housing Policy Statement
3. Affirmative Action Policy Statement
4. Compliance with Title VI of the Civil Rights Act of 1964

Prepared By:

Arosha Jayawickrema, Town Manager



TOWN OF BERLIN

Office Of the Town Manager

FAIR HOUSING RESOLUTION

- Whereas, All persons are afforded a right to full and equal housing opportunities in the neighborhood of their choice; and
- Whereas, Federal fair housing laws require that all individuals, regardless of race, color, religion, sex, handicap, familial status or national origin, be given equal access to all housing-related opportunities, including rental and homeownership opportunities, and be allowed to make free choices regarding housing location; and
- Whereas, Connecticut fair housing laws require that all individuals, regardless of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, learning disability, physical or mental disability, sexual orientation, or gender identity or expression be given equal access to all housing-related opportunities, including rental and home ownership opportunities, and be allowed to make free choices regarding housing location; and
- Whereas, The **Town of Berlin** is committed to upholding these laws, and realizes that these laws must be supplemented by an Affirmative Statement publicly endorsing the right of all people to full and equal housing opportunities in the neighborhood of their choice.

NOW THEREFORE, BE IT RESOVED, That the **Town of Berlin** hereby endorses a Fair Housing Policy to ensure equal opportunity for all persons to rent, purchase, obtain financing and enjoy all other housing-related services of their choice on a non-discriminatory basis as provided by state and federal law; and

BE IT FURTHER RESOLVED, That the chief executive officer of the **Town of Berlin** or his/her designated representative is responsible for responding to and assisting any person who alleges to be the victim of an illegal discriminatory housing practice in the **Town of Berlin** and for advising such person of the right to file a complaint with the State of Connecticut Commission on Human Rights and Opportunities (CHRO) or the U.S. Department of Housing and Urban Development (HUD) or to seek assistance from the CT Fair Housing Center, legal services, or other fair housing organizations to protect his or her right to equal housing opportunities.

Adopted by the Town of Berlin on _____.

Arosha Jayawickrema, Town Manager

Town Seal

240 KENSINGTON ROAD • BERLIN, CT 06037
TELEPHONE (860) 828-7002
FAX (860) 828-7068



TOWN OF BERLIN

Office Of The Town Manager

FAIR HOUSING POLICY STATEMENT

It is the policy of the Town of Berlin to promote fair housing opportunities and to encourage racial and economic integration in all its programs and housing development activities.

Programs funded and administered by the Town of Berlin must comply with the provisions of Section 46a-64c of the C.G.S., and with related state and federal laws and regulations that prohibit discriminatory housing practices.

The Town of Berlin or any subrecipient of the Town will carry out an affirmative marketing program to attract prospective buyers or tenants of all majority or minority groups, without consideration of race, color, religion, sex, national origin, ancestry, creed, sexual orientation, gender identity or expression, marital status, lawful source of income, disability, age or because the individual has children in all programs and housing development activities funded or administered by the Town of Berlin.

The municipality's Town Manager, Aroscha Jayawickrema, is responsible for the enforcement and implementation of this policy. The Town Manager can be reached at 860-828-7002 or by e-mail at ajayawickrema@berlinct.gov.

Complaints pertaining to discrimination in any program funded or administered by the Town of Berlin may be filed with the Town Manager in the Town Manager's Office. The municipality's Grievance Procedure will be utilized in these cases.

Complaints also may be filed with the Commission on Human Rights and Opportunity, Special Enforcement Unit, 21 Grand Street, Hartford, CT 06106, telephone 860-541-3403 within 180 days of the alleged violation by submitting a notarized complaint and/or the Boston Regional Office of FHEO, U.S. Department of Housing and Urban Development, Thomas P. O'Neill, Jr., Federal Building, 10 Causeway Street, Room 321, Boston, MA 02222-1092, telephone (617) 994-8300 or 1-800-827-5005, TTY (617) 565-5453. A complaint may be filed with HUD within one year after an alleged violation. Additionally, an individual may file suite, at his/her expense, in Federal District Court or State Court within two years of an alleged violation. If the individual cannot afford an attorney, the Court may appoint one. A suit can be brought even after filing a complaint, if the complaining party has not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

240 KENSINGTON ROAD • BERLIN, CT 06037

TELEPHONE (860) 828-7002

FAX (860) 828-7068

A copy of this Policy Statement will be given annually to all Town of Berlin employees, and they are expected to fully comply with it. In addition, a copy will be posted throughout Town of Berlin.

Revised 4/7/2023

Date

Arosha Jayawickrema, Town Manager

**THIS STATEMENT IS AVAILABLE IN LARGE PRINT OR ON AUDIO TAPE
BY CONTACTING AROSHA JAYAWICKREMA, 240 KENSINGTON ROAD,
BERLIN, CT 06037 OR BY TELEPHONE AT 860-828-7002.**



TOWN OF BERLIN

Office Of the Town Manager

AFFIRMATIVE ACTION POLICY STATEMENT

As Town Manager of the Town of Berlin, I recognize the need for Affirmative Action and I pledge my commitment to undertake positive actions to overcome the present effects of past practices or barriers to equal employment opportunity and to achieve the full and fair participation of minorities, women, people with disabilities, older persons, and all other protected groups found to be underutilized in the Town of Berlin's work force or affected by policies having an adverse impact. In the spirit of Executive Order 11, signed by Governor Ella Grasso November 21, 1975, and Executive Order 9, signed by Governor William A. O'Neill on January 3, 1984, I further state that the Town of Berlin will comply with the anti-discrimination provisions of the state and federal laws and regulations listed at the end of this section.

I recognize the hiring difficulties experienced by minorities, people with disabilities and by many older persons and, where appropriate, I have set goals to overcome the present effects of past discrimination, if any, to achieve the full and fair utilization of such persons in the work force. I further pledge that the Town of Berlin will affirmatively provide services and programs in a fair and impartial manner.

Where adverse impact is identified, the Town of Berlin will: (1) review its personnel policies and procedures to ensure that barriers, which unnecessarily exclude protected classes and practices, which have an illegal discriminatory impact, are identified and eliminated; (2) explore alternative approaches to employ minorities and members of protected classes; (3) administer all terms, conditions, privileges and benefits of the employment process in an equitable manner; and (4) establish procedures for the extra effort that may be necessary to ensure that the recruitment and hiring of protected group members reflect their availability in the job market.

It is the policy of the Town of Berlin to provide equal employment opportunities without consideration of race, color, religion, age, sex, marital status, national origin, genetic information, past/present history of mental disability, ancestry, mental retardation, learning or physical disabilities, including but not limited to, blindness, sexual orientation, political belief or criminal record, unless the provisions of Section 46a-60(b), 46a-80(b) and 46a-81(b) of the Connecticut General Statutes are controlling or there is a bonafide occupational qualification excluding persons in one of the above protected groups. This policy applies to all aspects of the employer/employee relationship including, but not limited to, recruitment, hiring, referrals, classifying, advertising, training, upgrading, promotion, benefits, compensation, discipline, layoff and terminations.

The Town of Berlin will implement, monitor and enforce this Affirmative Action Policy Statement in conjunction with the applicable federal and state laws, regulations and executive orders listed below: 13th, 14th and 15th Amendments of the United States Constitution, Civil

Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, presidential Executive Orders 11246, amended by 11375, (Nondiscrimination under federal contracts), Act 1 Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), Connecticut General Statutes, Connecticut Code of Fair Accommodations Law (46-63-64), definition of Blind (46a-51 (1), definition of Physically Disabled (46a-51 (15), definition of Mentally Retarded (46a-51 (13), cooperation with the Commission of Human Rights and Opportunities (46a-77), Sexual Harassment (46-60-(a) Connecticut Credit Discrimination Law (360436 through 439), Title I of the State and the Local Fiscal Assistance Act of 1972 and the Americans with Disabilities Act of 1992.

This policy statement will be given annually to all Town of Berlin employees and will also be posted throughout the Town of Berlin. I also expect each supplier, union, consultant and other entity (s) with which we do business to comply with all applicable State and Federal Equal Opportunity laws and regulations. The Town of Berlin will not knowingly do business with any entity debarred from participation in any federal or state program or found to be in violation of any state or federal anti-discrimination law.

I have assigned the responsibility to achieve the successful implementation of our goals and objectives to Aroscha Jayawickrema, Town Manager of the Town of Berlin, who can be reached at 860-828-7002 or ajayawickrema@berlinct.gov.

Date

Aroscha Jayawickrema, Town Manager

**THIS STATEMENT IS AVAILABLE IN LARGE PRINT OR ON AUDIO TAPE FROM
THE ADA-504 COORDINATOR BY CALLING 860-828-7115.**



TOWN OF BERLIN

Office Of the Town Manager

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The **Town of Berlin** does not discriminate in the provision of services, the administration of its programs, or contractual agreements. The **Town of Berlin** seeks to fully carry out its responsibilities under the Title VI Regulations.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the grounds of race, color, or national origin in programs and activities receiving Federal financial assistance. Title VI provides that No person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any programs covered by the Regulations.

This policy is effectuated through the methods of administration outlined in the **Town of Berlin's** Fair Housing Plan and is fully implemented to ensure compliance by the **Town of Berlin**, as the recipient, and by subrecipients. The cooperation of all **Town of Berlin** personnel is required.

Arosha Jayawickrema, Town Manager

Date



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. ZBA

2. _____

Name: Michael A. Simonetta

Telephone No.: 860.305.9459

Home Address: 146 Hummingbird Dr
(Note: To apply, you must be a resident of Berlin)

Number of years in Berlin: 1 year 4 months

Email Address: Mike22dj@aol.com

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

Party Affiliation: Republican

College graduate

Educational Background (optional)

Self Employed Michael Simonetta DJ & Event Services

Present Employment (company/position)

146 Hummingbird Dr Berlin

Business Address

Current and Past Civic/Community Involvement: When I lived in Wethersfield

I was instrumental in bringing businesses in town that was beneficial financially for the town but also our community

Tell us why you feel qualified for this appointment: As a small business owner I know the struggle but also I know how to succeed

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

Signature: Michael Simonetta

Date: 3.8.2023

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.

BERLIN, CT.

10/26/2017

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/ DisabilitiesBoard 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



TOWN OF BERLIN
Office of The Town Manager

*Housing
Authority*

January 25, 2023

Joseph Bajorski
80 Butternut Lane
Kensington, CT 06037

Dear Joe:

Your term on the Housing Authority expires on March 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.

☐

No, I do not want to serve another term.

The Council will be making Board and Commission appointments during the month of March. Please respond no later than Friday, February 24th or we will assume you are not interested in serving another term. Please mail this letter and the completed application to the Town Clerk's Office, Town Hall, 240 Kensington Road, Berlin, CT 06037 or email to kwall@berlinct.gov.

Sincerely,

Arosha Jayawickrema

Arosha Jayawickrema
Town Manager

AJ:cms

Enclosure

240 KENSINGTON ROAD • BERLIN, CT 06037
TELEPHONE (860) 828-7002
FAX (860) 828-7068
E-MAIL: jhealy@town.berlin.ct.us



Please return application to:

Town Clerk's Office - Room 107 - 240 Kensington Road - Berlin, CT 06037

TOWN OF BERLIN

Application for Appointments to Boards and Commissions

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

Please list your Board/Commission preference below:

1. Berlin Housing Authority 2. _____

Name: Joseph A. Bajorski Telephone No.: 860.982.1489

Home Address: 80 Butternut LA Number of years in Berlin: 57
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: joseph@thebajorski-team.com

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

B.S. Accounting Norwich University
Educational Background (optional)

City of Middletown Fire Dept + Commercial Services
Present Employment (company/position/address) Realty

Current and Past Civic/Community Involvement: See Attached Summary

Tell us why you feel qualified for this appointment: Have held this position since 2002. Currently working on KOC development

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

Signature: [Signature] Date: _____

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

Joseph A. Bajorski
Broker Associate

Joseph holds a Real Estate Brokers License with the State of Connecticut. He currently works with clients in a diverse portfolio of needs, including retail leasing, residential housing, and land development. Joseph came to CSR after several decades with RE/MAX of New England. Joseph has a BS in Accounting from Norwich University. Prior to Real Estate, Joseph worked in the Banking Industry both for the State of Connecticut Department of Banking and Peoples Savings Bank of New Britain. At Peoples Savings Bank he established the audit department. He worked as an Auditor for the State of Connecticut Department of Transportation where he audited road construction and rights of way projects involving both State and Federal Transportation funds.

Joseph serves his community as Chairman of the Berlin Housing Authority. During his tenure he has overseen \$4 million dollars in renovations to the Housing Authority Properties. He also streamlined the operations of the authority and updated both the Tenant Handbook of Regulations and the Authorities Policies and Procedures. He is currently in the process of developing a 52-unit affordable housing project for the BHA. This project, known as the Knights of Columbus project, is valued at \$33,000,000.

Joseph holds memberships in NAHRO, CT Association of Realtors, Greater Hartford Association of Realtors, and the Middlesex Chamber of Commerce. He is also a member of the Polish American Business and Professional Association. He formerly served on the Berlin Town Council, Berlin Board of Finance, Berlin Charter Revision Commission, and the Berlin Plan of Conservation and Development Committee.

Joseph also served as an Officer in both the Vermont and Connecticut Army National Guard.

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 ✓✓

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

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John Fotis Diakun

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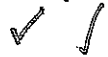
Are you a Registered Voter? (To apply, you must be a Registered Voter in Berlin)

Yes

Political Party

What is your political party affiliation?

Republican



Join Zoom Meeting

<https://berlingov.zoom.us/j/82514451552?pwd=S2xJYjRVczZJcVNDYkhHenhhTFdyQT09>

Meeting ID: 825 1445 1552

Passcode: 013802

+1 929 205 6099 US (New York)

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

A. CALL TO ORDER:

Mayor Kaczynski called the Town Council meeting to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:

Councilor Sandra Coppola
Councilor Casey Foster
Mayor Mark Kaczynski
Councilor Charles Paonessa
Councilor Donna Risolo – *via Zoom*
Councilor Peter Rosso
Councilor Donna Veach

Also in attendance:

Town Manager Arosha Jayawickrema
Corporation Counsel Jeffrey Donofrio

**D. PRESENTATION OF PROCLAMATION: Daniel Barnat – Eagle Scout
Jamison Evans – Eagle Scout**

Mayor Kaczynski stated that he, along with Councilors Paonessa and Veach, attended the Eagle Scout ceremony held on Saturday for Daniel and Jamison. Daniel was unable to attend tonight's meeting, but he plans to make it to a future meeting.

Mayor Kaczynski presented the following Proclamation to Jamison Evans.

**TOWN OF BERLIN
Town Council
PROCLAMATION**

BE IT HEREBY KNOWN TO ALL THAT:

**The Town of Berlin hereby recognizes
Jamison Evans
on achieving the rank of Eagle Scout, Boy Scouts of America.**

Jamison Evans is from BSA Troop 24 sponsored by the South Kensington Fire Department, and he attends Berlin High School. His Eagle Scout project consisted of adding a large paver surround for a camping fire pit at Hatchery Brook for use by town youth groups and the community. He obtained approvals from the Berlin Conservation and Wetlands Commissions. His Scouting highlights include serving as Senior Patrol Leader, participating in a 63-mile Canoe Trip in Virginia, and hiking at Gettysburg. Outside of Scouting, Jamison is a high honors student at Berlin High School, pole vaulter, break dancer, and priest at his church.

In recognition of his commitment to his family, community, and upholding the principles of Eagle Scouting, the Town Council congratulates Jamison, and extends best wishes to him in all his future endeavors.

Dated this 4th day of March 2023
Berlin, Connecticut

Mark H. Kaczynski, Mayor

Mr. Evans stated that Boy Scout Troop 24 has a history of doing projects at Hatchery Brook and now he is part of that tradition. He added that he learned a lot during the process and while presenting his project to the Conservation Commission. Councilor Paonessa assisted Mr. Evans along the way, and he is grateful for the help he provided as well as for all the support he received from family, friends, and other Scouts.

E. AUDIENCE OF CITIZENS:

None

F. MAYOR'S UPDATE:

Mayor Kaczynski stated that the Informational Meeting on Cannabis will be held on Thursday March 30th at 6:00 p.m. at Berlin High School. Corporation Counsel Jennifer Coppola will be providing information that will be posted on the Town's website and Facebook page as well as published in the Berlin Citizen.

A fire fighter received an injury while working a fire in town over the weekend. He is doing well.

The Budget Hearing will be held at 6:00 p.m. on Tuesday March 28th at McGee Middle School.

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

H. CONSENT AGENDA:

1. **Topic re: Accept the donation of \$1100.00 and appropriate the funds to the Diving Equipment Expenditure Account. – Police Department**
2. **Topic re: Approve the request by the Berlin High School Riding Redcoats Cycling Club and the Connecticut Cycling Advancement for a Bike Race to take place at the Hatchery Brook Conservation Area on May 21, 2023, with the conditions that the applicants work with the Conservation Commission to assure that the trails are in a condition to accommodate a bike race and that the trails will be fully restored after the race; noticing given to surrounding properties, as described; traffic management be coordinated with the Police Department; and the associated fee waiver for the police services provided for the event. – Planning and Zoning**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

I. NEW BUSINESS:

1. **Topic re: Presentation of the 2023-2024 Mattabassett Sewer District Budget – Mattabassett District**

Mattabassett District Executive Director Art Simonian introduced the District's Vice Chairman David Bauer from Middletown.

Mr. Simonian stated that the FY2024 Budget increased 11.23%, which was driven primarily by high capital cost projects, inflation on chemicals and fuels, along with a pension increase. The operating and debt budget increased 4.10 % and the Capital budget realized an increase of 61.87 % over last year's budget due to major projects.

Five Year average flows impact the operating budget and also the communities with the largest flows most significantly. Berlin has benefited from the infiltration/inflow work performed in the past and should continue to pursue this construction work but should especially focus on flows to the Berlin Turnpike Pump Station, from other Districts served. Due to significant storms and higher I/I, Berlin's 5-year average flows increased from 15.03% to 16.97% over the past 2 years.

The addition of Middletown to the District reflects positively on the Charter Member Towns due to a "buy-in" fee translated as credits to their assessments. This year, Berlin realized a credit of \$135,110 directly related from Middletown's addition. Berlin has received a total of \$1,942,362 in credits due to the addition of Middletown joining the District.

The debt portion of assessment decreased this year because the District refinanced a portion of the Clean Water Fund Loan at a lower than 2% interest rate. And this year \$250,000 was used to lower expenses from FY2023 and \$750,000 from reserves was used to offset budget assessments and significant capital increases for FY2024.

NO ACTION NEEDED

2. Topic re: Appoint Stuart Topliff, Jim Neckermann as Board of Assessment Appeals alternates for the calendar year 2023 appeals cycle, as needed at the discretion of the Board of Assessment Appeals. – Assessor

Town Manager Jayawickrema introduced this item by explaining that every five years the Statutorily required revaluation is completed which historically leads to a higher volume of appeals. The Board of Assessment Appeals has requested that two alternates be appointed to assist when needed.

Assessor Joe Ferraro stated that Stuart Topliff and Jim Neckermann have assisted in the past and having their assistance is helpful. Councilor Coppola inquired in which instances would an alternate be used versus those members that were elected. Mr. Ferraro stated that there is a time frame in which the process must be completed, and the alternates help to take on the additional workload during a revaluation year. He added that this year a regular member is not available due to health issues.

Councilor Veach inquired about the number of appeals. Mr. Ferraro stated this year there are 184 appeals. In a non-revaluation year, the typical number of appeals is 30 - 40.

Town Clerk Kate Wall stated that State Statute allows alternates to be appointed to the BAA even though it is an elected board. The request for alternates has been done many times in the past in Berlin. Mr. Ferraro stated that in the past there have actually been more alternates appointed due to the number of appeals.

Concern was raised by the Town Council that one of the alternates to be appointed was previously on the ballot for BAA but was not elected by voters. Corporation Counsel Donofrio stated that it is not uncommon to appoint, as alternates, those that were not elected as regular members because it is difficult to find qualified people that want to serve in that capacity due to the volume of appeals. He added that towns want as many appeals as possible to be resolved at the BAA level to avoid court costs and there will be no issue with challenging the validity of the BAA's action because an alternate sat. The full Board will vote on approving or denying an appeal, it is not one person's decision.

Corporation Counsel Rosso stated he trusts the BAA to make decisions and he does not have any concerns with placing these alternates as it has been done in the past.

Town Council members expressed concerns that there is no application process for these alternates as with other boards. Councilor Veach requested that in the future the Town Council be provided with more information on the alternates for appointment.

Councilor Veach requested some background information on the currently requested alternates. Mr. Ferraro stated that Stuart Topliff is the Assessor for the Town of Rocky Hill and has a residential and commercial background. Jim Neckermann is a Commercial Broker and is very knowledgeable of commercial properties.

Councilor Paonessa moved to appoint Stuart Topliff and Jim Neckermann as Board of Assessment Appeals alternates for the calendar year 2023 appeals cycle, as needed at the discretion of the Board of Assessment Appeals.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

3. **Topic re: Set a public hearing on March 21, 2023, at 7:00 PM at the Town Council Chamber for the purpose of receiving both written and oral comments concerning modifications to Chapter II, Article 2, Part J, Sec 2-192 Public Golf Course Commission of the Berlin Code Book. – Town Manager**

Town Manager Jayawickrema stated that currently the Public Golf Commission does not specify member affiliation other than being an elector of the Town. This request is to schedule a Public Hearing to receive comments regarding modifications to this section of the Berlin Code Book.

Councilor Paonessa moved to set a public hearing on March 21, 2023, at 7:00 PM at the Town Council Chamber for the purpose of receiving both written and oral comments concerning modifications to Chapter II, Article 2, Part J, Sec 2-192 Public Golf Course Commission of the Berlin Code Book.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

4. **Topic re: Formally accept two streets, Great Oak Drive and Victoria Court (as shown on As-Built Roadway Plans dated July 26, 2022 and prepared by Harry E. Cole and Sons), as Town roadways, and to authorize Town Staff in coordination with Corporation Counsel to prepare and record the required maps and documents with the Town Clerk. – Public Works**

Public Works Director Mike Ahern stated that the Town Council previously referred this matter to the Planning and Zoning Commission for an 8-24 review. A favorable 8-24 review was made at their February 2, 2023 meeting therefore this request is to accept Great Oak Drive and Victoria Court as Town roadways. Engineering staff confirmed that the roads were constructed to Town standards.

Councilor Paonessa moved to formally accept two streets, Great Oak Drive and Victoria Court (as shown on As-Built Roadway Plans dated July 26, 2022 and prepared by Harry E. Cole and Sons), as Town roadways, and to authorize Town Staff in coordination with Corporation Counsel to prepare and record the required maps and documents with the Town Clerk.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

5. **Topic re: Authorize the Town Manager to extend Contract # 2020-18 with Staxx Construction Services, LLC of Berlin, CT for the testing, transport and disposal of various environmental regulated materials at a rate of \$47.50 per ton through December 31, 2023, as this is in the best interest of the Town. – Public Works**

Public Works Director Ahern stated that materials collected from catch basin cleaning and street sweeping programs are stored behind the Animal Control facility on Christian Lane. Contracting is done for the testing, transport, and disposal of these environmentally regulated materials.

The Public Works Department went out to bid in 2020 and the contract was awarded to Staxx Construction with a rate of \$47.50 per ton and an expiration date of May 31, 2022. Staxx has offered to extend the existing testing and disposal rate through December 31, 2023. The Highway Department is pleased with their performance.

Councilor Paonessa moved to authorize the Town Manager to extend Contract # 2020-18 with Staxx Construction Services, LLC of Berlin, CT for the testing, transport and disposal of various environmental regulated materials at a rate of \$47.50 per ton through December 31, 2023, as this is in the best interest of the Town.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

6. **Topic re: Allow any person who is a citizen of the United States of the age of eighteen (18) years or more who, jointly or severally, is liable to the town for taxes assessed against him/her on an assessment of not less than one thousand (\$1,000.00) on the last completed grand list of the town to vote in the budget referendum on April 25 and May 23, 2023.**

Set the following questions for the budget referendum(s):

Question 3 “Shall the proposed Berlin Water Control Budget for the 2023/2024 fiscal year, for the provision of water and sanitary sewer services to customers of the Berlin Water Control department, be adopted? Yes. No.?”

Advisory Question 3. “If you voted no on the Berlin Water Control Budget, is the budget... Too High. Too Low.”

Authorize the preparation of explanatory text for question #3.

Town Manager Jayawickrema stated that normally the Town Budget and Board of Education budgets are the only items voted on during the Budget Referendum. According to the Town Charter the Berlin Water Control Budget question is also required to be part of that referendum.

Town Clerk Kate Wall stated that this had not been picked up by any Corporation Counsel in the past and it was recently brought to the attention of Corporation Counsel Donofrio. She added that as not all residents of Berlin are members of the Berlin Water Control District, and this may be why it had not been done. The Town Council members agreed that adding this question to the referendum ballot would be confusing to voters.

Water Control Manager Ray Jarema stated that the question came up after budget discussions with Finance Director Kevin Delaney. Chapter 8 of the Charter addresses having the Water Control budget approved by the Town Manager but Chapter 7 states the Town Manager shall present the General Government Budget and the Water Control Budget at the Annual Budget Hearing.

Mr. Jarema added that the Berlin Water Control operates as an enterprise fund functioning on their own rate structure.

Corporation Counsel Donofrio stated that Section 8-7-12 of the Charter states that the Water Control Commission shall submit its budget pursuant to Chapter 7 of the Charter. It was agreed by the Town Council that an additional question shall not be added to the ballot as the Water Control budget is presented as part of the Town's budget.

Councilor Paonessa moved to allow any person who is a citizen of the United States of the age of eighteen (18) years or more who, jointly or severally, is liable to the town for taxes assessed against him/her on an assessment of not less than one thousand (\$1,000.00) on the last completed grand list of the town to vote in the budget referendum on April 25 and May 23, 2023.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

J. APPOINTMENTS:

1. **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.
2. **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 R or U.
3. **Conservation Commission – Vacancy** – Alternate – Term would be until January 31, 2026. Can be filled with a D, R or U.
4. **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).
5. **Golf Commission** – James Bugella (R) resigned effective February 21, 2023. Term expires on 1/31/2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of William Richards (R) of 811 Orchard 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 William Richards (R) to serve on the Golf Commission. Term ending January 31, 2026.

6. **Housing Authority** – Joseph Bajorski (R) term expires on 3/31/2023. Reappointment or replacement term would be until March 31, 2028. Can be filled with a D, R, or U.
7. **Inland Wetlands & Water Courses Commission** – Alternate – Steve Biella, Jr. (U) (does not want to be reappointed) term expires on January 31, 2023. Replacement would be until January 31, 2026. Can be filled with a D, R or U.
8. **Inland Wetlands & Water Courses Commission** – Alternate - Replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depend on the above appointment).
9. **Parks and Recreation Commission – Vacancy** (Legnani resigned) – Term would be until January 31, 2024. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Lucas Van Zandt (R) of 52 Skyview Drive for appointment to the Parks and Recreation 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 Lucas Van Zandt (R) to serve on the Parks and Recreation Commission. Term ending January 31, 2024.

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

Councilor Veach placed in nomination the name of Tony Butrimas (R) of 921 Edgewood Road for appointment to the Parks and Recreation 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 Tony Butrimas (R) to serve on the Parks and Recreation Commission. Term ending January 31, 2025.

11. **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 or U if above both filled with a R.
12. **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.
13. **Planning and Zoning Commission – Alternate – Vacancy** (Legnani resigned) - Term would be until January 31, 2024. Can be filled with a D, R or U.

14. **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.
15. **VNA** – Frances 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.
16. **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.
17. **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.
18. **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.
19. **Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2024. Can be filled with a D, R or U.
20. **Water Control Commission –Alternate - Vacancy** -New term would be until January 31, 2026. Can be filled with a D, R or U.
21. **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).
22. **Youth Services Advisory Board – Youth - Vacancy** – New term would be until January 31, 2026.
23. **Youth Services Advisory Board – Service Consumer** – Donald Geschimsky term expires on 1/31/2023. Reappointment or replacement would be until January 31, 2026.
24. **Zoning Board of Appeals – Alternate – Vacancy** – Term would be until January 31, 2024. Can be filled with a D, R or U.

K. TOWN MANAGER'S REPORT:

- The Board of Finance Chair requested that the Town Budget request include an increase of not more than 2%. The Town Operations Budget that has been submitted included a 1.9% increase.

A Board of Finance (BOF) Workshop will be held on Wednesday March 8th at 6:00 p.m. The budget items will be reviewed by the BOF, and adjustments will be made. A Special BOF meeting will be held on Tuesday March 14th following the regular BOF meeting, and an additional Budget Workshop will be held on Wednesday March 15th.

The entire budget will be presented to the public at the Budget Hearing on Tuesday March 28th at 6:00 p.m. at McGee Middle School.

The Finance Director has developed a program that will be posted on the Town Website which will allow residents to view how their taxes will actually be affected by the proposed mil-rate recommend by the BOF.

- Sidewalk connectivity work is continuing on Farmington Avenue from the Subway restaurant to Patterson Way.
- The combined Planning and Zoning Commission/Town Council meeting regarding cannabis will be held on March 30th.
- The Center for Higher Living at 130 Webster Square will be having a ribbon cutting tomorrow. The Family Dollar/Dollar Tree store on Chamberlain Highway will be having their ribbon cutting on Monday March 13th at 8:30 a.m.
- Timberlin will be opening soon with some office changes and a new POS system. The driving range has also been updated.
- The Town Hall Server replacement project should be complete in the next week or two.

L. SPECIAL COMMITTEE REPORTS:

The Ordinance Committee will meet on Tuesday March 21st at 6:00 p.m.

M. COUNCILORS' COMMUNICATION:

Councilor Paonessa stated that he has learned that the State of Connecticut will be milling, and paving Farmington Avenue and the timing may coincide with the Porters Pass/Christian Lane/Deming Road project. Traffic may be a concern.

Mayor Kaczynski inquired about the status of the Police Pension Plan. Town Manager Jayawickrema stated that a draft is expected in the next week or so.

Mayor Kaczynski inquired about the town record storage area cleanout. Town Manager Jayawickrema stated that it is on schedule. Town Clerk Kate Wall stated that the vendor has started scanning Board of Education records and will continue with other Town departments. Storage will still be needed for documents that need to be retained.

Mayor Kaczynski inquired about the status of donations that were made toward Timberlin's 50th Anniversary celebration that was cancelled due to Covid. The Town Manager stated that the committee wanted to use some of those funds toward a clock and they are contacting the donors to obtain permission to use those donated funds for that purpose. Additional funds are also in the process of being secured to put toward the purchase.

N. ACCEPTANCE OF MINUTES:

February 21, 2023

Councilor Paonessa moved to accept the February 21, 2023 Town Council Meeting minutes as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

O. ADJOURNMENT:

Councilor Coppola moved to adjourn at 8:38 p.m.

Seconded by Councilor Rosso.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting