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TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, October 15, 2024  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PRESENTATION OF PROCLAMATION The Berlin Little League 12U Softball All-Star Team
- E. AUDIENCE OF CITIZENS
- F. MAYOR'S UPDATE
- G. MEETING AGENDA – Immediately Following the Mayor's Update
- H. CONSENT AGENDA:
  - 1. Topic re: Transfer \$98,000, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover budgeted transfers in identified accounts. - Finance
  - 2. Topic re: Accept monetary donations totaling \$5,793.66 and deposit \$367.05 into the Unrestricted Donations account and deposit \$48.06 into the Children's Donation account for the purchase of books and programs and deposit \$200.00 into the Library Agency account for the purchase of books in memory of Lois B. MacFarlane and deposit \$5,000.00 into the Vance Foundation Donation account for the purchase of large print books and deposit \$178.55 into the Friends of the Library Miscellaneous account for coffee supplies and children's program supplies. Move to accept the donation of three boxes of fruit and vegetable seeds with an approximate value of \$200.00 to be added to the seed library. – Berlin-Peck Memorial Library
  - 3. Topic re: Accept Mr. Motyka's donation of \$1375 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account. – Golf Course

4. Topic re: Approve increasing the contract for Northeast Communication Inc. (NORCOM) using the State Contract #19PSX0088 for the installation of equipment for police vehicles from \$69,000 to \$71,000. – Police Department
1. NEW BUSINESS:
  1. Topic re: Discussion concerning what the YMCA can provide in Berlin. - Mayor
  2. Topic re: Update on Feasibility Study of Demore, Dinda, Bittner Jr. Memorial Pool Complex – Parks and Grounds
  3. Topic re: Approve the purchase of a Toro greens mower using the State of Connecticut Department of Administrative Services Contract #129829 from Turf Products Company for an amount not to exceed \$67,000. – Golf Course
  4. Topic re: Approve the purchase of a Ventrac mower using the State of Connecticut Department of Administrative Services Contract #031121-TTC from Turf Products Company for an amount not to exceed \$70,000. – Golf Course
  5. Topic re: Authorize the Town Manager to seek approval from the State of Connecticut Department of Energy and Environmental Protection (DEEP) Commissioner for a proposed extension of Wilks Pond Road across a portion of Sage Park land. Also refer the matter of extending Wilks Pond Road including use of a portion of Sage Park to the Planning and Zoning Commission for review subject to approval from State of Connecticut Department of Energy and Environmental Protection (DEEP). - Planning and Zoning
  6. Topic re: Refer the acquisition of Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway for open space use to the Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes and to the Conservation Commission for a report, to authorize the acceptance of a donation from the Berlin Land Trust in the amount to \$20,000 to assist in the acquisition of the parcel (such donation would be made on a matching basis with the Town for due diligence costs up to a maximum amount of \$7,000 with the balance donated at the closing of the purchase of the property) and appropriate the donation to the Fontanella Property account in the Land Acquisition & Development Fund, and to authorize the Town Manager to apply for a grant of \$65,000 from the Connecticut Department of Energy and Environmental Protection's Open Space and Watershed Land Acquisition Program. – Economic Development
  7. Topic re: Authorize the Interim Town Manager to enter into an amendment to the license agreement between the Town and Newport Realty Group, LLC to extend the license to a new termination date of December 31, 2025, subject to review and approval of Corporation Counsel. – Economic Development
  8. Topic re: Authorize the Interim Town Manager to execute a Purchase and Sale Agreement with contingencies with Vesta Corporation/O'Riordan Migani Architects concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing, subject to review and approval by Corporation Counsel. – Economic Development

J. APPOINTMENTS:

1. **Constables – 4 Vacancies – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).**
2. **Economic Development Commission – Vacancy – Keith Bostrom resigned. Replacement term would be until January 31, 2029. Can be filled with a D, R or U.**
3. **Inland Wetlands & Water Courses Commission – Vacancy – John Russo resigned. Replacement term would be until January 31, 2027. Can be filled with a D or U.**
4. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate - Replacement term would be until January 31, 2026. Can be filled with a D or U.**
5. **Mattabassett District – Vacancy – James Fallon’s term expired August 31, 2023. Reappointment or replacement term would be until September 1, 2026. Can be filled with a D, R or U.**
6. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.**
7. **Public Building Commission – Vacancy – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.**
8. **Veterans’ Commission – Vacancy – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.**
9. **VNA – Vacancy - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.**
10. **VNA –Vacancy - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.**
11. **VNA –Vacancy - Replacement term would be until January 31, 2027. Can be filled with a D, R or U (Depending on the above appointments).**
12. **Water Control Commission – Alternate – Vacancy –Term would be until January 31, 2027. Can be filled with a D, R or U.**







# TOWN OF BERLIN

## Town Council

### PROCLAMATION

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

### **The Berlin Little League 12U Softball All-Star Team**

For completing a very successful 2024 Softball season. After losing game one in a double elimination tournament, the All-Star team went on to win four straight games and were crowned the District 5 Champions. Next, they successfully captured the Section 2 Championship title by defeating Avon and Shelton. This advanced them to the CT State 12U Little League All Star Final 4 where they lost in two very close games.

This amazing run was achieved with the strong leadership of Head Coach John Szymanski, Assistant Coaches Ryan Burke, Chris Eckert, and Danielle Gorneault. Through hard work, dedication and believing in each other as a team, players Harper Amos, Charlotte Brasile, Nadia Brochu, Grace Burke, Isabella Carling, Jordyn Eckert, Bella Gavallas, Alexis Gorneault, Charlotte Henderson, Dreah LaJoie, Ella-Rose Lenois, Callie Szymanski, and Ashley Thorpe were able to accomplish a notable feat that is believed to be Berlin's first sectional championship for a Major Division team.

In recognition of an extraordinary group of athletes and their outstanding achievement in sports excellence this season, the Town Council congratulates the **Berlin Little League 12U Softball All-Star Team** and salutes them in attaining this illustrious accomplishment.

Dated in Berlin, Connecticut this 15<sup>th</sup> day of October 2024.


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Mark Kaczynski, Mayor

Consent

Agenda Item No. 1  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council

**FROM:** W. Lee Palmer, Interim Town Manager 

**DATE:** October 3, 2024

**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.

**Funding:**

N/A – this motion is to move existing appropriations between general ledger lines.


**Action Needed:**

Move to transfer \$98,000, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover budgeted transfers in identified accounts.

**Attachments:**

- Budget Adjustments spreadsheet
- Budget Change forms

**Prepared By:**

Kevin Delaney, Finance Director 

**Budget Adjustments  
October 15, 2024**

<u>Department</u>	<u>GL Account #</u>		<u>From</u>	<u>To</u>	<u>Explanation</u>
VNA	001.30.3053.0.51145.00000	Nurses		\$65,000.00	The Interim Director position was budgeted for payment out of the Mid-Manager Personnel GL line. However, the Interim Director remains in the Nursing GL line while she secures the required credentials to assume the permanent Director role. This change aligns the budget with Payroll.
	001.30.3053.0.51125.00000	Mid-Manager Personnel	\$65,000.00		
VNA	001.30.3053.0.53920.00000	Professional Services		\$33,000.00	The State Dept of Public Health granted the Berlin VNA an extension of the Interim Director and External Consultant oversight until 12/31/2024. The consultant position requires 10 hours/week of oversight at a cost of \$150/hour. The consultant cost is paid from the Professional Services GL line.
	001.30.3053.0.51130.00000	Clerical Personnel	\$33,000.00		
		<b>GENERAL FUND TOTAL</b>	<u>\$98,000.00</u>	<u>\$98,000.00</u>	A clerical position was budgeted to be eliminated in December 2024, but the person holding the position resigned earlier than expected. Also, the Interim VNA Director has adjusted processes and will not fill the budgeted part-time position intended to backfill the eliminated clerical position. These two changes left funding available for three requested transfer.
		<b>WATER CONTROL TOTAL</b>	<u>\$0.00</u>	<u>\$0.00</u>	
		<b>CAPITAL PROJECTS TOTAL</b>	<u>\$0.00</u>	<u>\$0.00</u>	
		<b>GRAND TOTAL</b>	<u>\$98,000.00</u>	<u>\$98,000.00</u>	



**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department: **VNA** Fiscal Year: **FY2025** Date: **10/1/24**

To Acct #: <b>001.30.3053.0.51145.00000</b>	Description: <b>Nurses</b>	Amount: <b>\$65,000.00</b>	Requested by: <b>E. Halas</b>
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Are there funds from another account which can be requested: Yes  No  Partially  Don't Know

From Acct #: <b>001.30.3053.0.51125.00000</b>	Description: <b>Mid-Manager</b>	Amount: <b>\$65,000.00</b>	Approved by: <b>KD</b>
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Contingency Balance (If applicable):

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

The Interim Director position was budgeted for payment out of the Mid-Manager Personnel GL line. However, the Interim Director remains in the Nursing GL line while she secures the requires credentials to assume the permanent Director role. This change aligns the budget with Payroll.

**Section 2: To be completed by Town Manager:**

Request approved  Disapproved  Partially Approved  Date: **9/30/24**

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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**TOWN OF BERLIN**  
BUDGET CHANGE FORM

**Section 1: To be completed by Department:**

Department: <b>VNA</b>		Fiscal Year: <b>FY2025</b>	Date: <b>10/1/24</b>
To Acct #: <b>001.30.3053.0.53920.00000</b>	Description: <b>Professional Services</b>	Amount: <b>\$33,000.00</b>	Requested by: <b>E. Halas</b>
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>			
From Acct #: <b>001.30.3053.0.51130.00000</b>	Description: <b>Clerical Personnel</b>	Amount: <b>\$33,000.00</b>	Approved by: 

Contingency Balance (If applicable):

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

The State Dept of Public Health granted the Berlin VNA an extension of the Interim Director and External Consultant oversight until 12/31/2024. The consultant position requires 10 hours/week of oversight at a cost of \$150/hour. The consultant cost is paid from the Professional Services GL line.

A clerical position was budgeted to be eliminated in December 2024, but the person holding the position resigned earlier than expected. Also, the Interim VNA Director has adjusted processes and will not fill the budgeted part-time position intended to backfill the eliminated clerical position. These two changes left funding available for thee requested transfer.

**Section 2: To be completed by Town Manager:**

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>9/30/24</b>
Comments:			

**Section 3a: Town Council action:**

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

**Section 3b: Board of Finance action:**

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

**Section 4: To be completed by Finance Department:**

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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Consent  
**Agenda Item No. 2**  
**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council

**FROM:** W. Lee Palmer, Interim Town Manager 

**DATE:** October 4, 2024

**SUBJECT:** Accept Library Donations

**Summary of Agenda Item:**

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	125.75	Unrestricted Donations	greatest need in memory of Lois MacFarlane	Robin Ramirez and the Merrimack book club ladies
	72.34	Unrestricted Donations	greatest need in memory of Lois MacFarlane	Lauri Makuck
	145.17	Unrestricted Donations	greatest need in memory of Lois MacFarlane	Danielle Leggett
	23.79	Unrestricted Donations	greatest need in memory of Lois MacFarlane	Nina Sulinski
	48.06	Children's Donation Acct.	children's books and programs in memory of Lois MacFarlane	Mark Mizejewski
	200.00	Library Agency Acct.	purchase books in memory of Lois B. MacFarlane	Arthur and Judith Osborne
	5,000.00	Vance Foundation Donation Acct.	large print books	Robert C. Vance Foundation
	178.55	FOL Misc. Acct	coffee supplies and children's program supplies	Friends of the Library
	5,793.66			
Equip/Merch	200.00	fruit and vegetable seeds	add to seed library	Anonymous
	200.00			

**Funding:**  
 No funding needed

**Action Needed:**

Move to accept monetary donations totaling \$5,793.66 and deposit \$367.05 into the Unrestricted Donations account and deposit \$48.06 into the Children's Donation account for the purchase of books and programs and deposit \$200.00 into the Library Agency account for the purchase of books in memory of Lois B. MacFarlane and deposit \$5,000.00 into the Vance Foundation Donation account for the purchase of large print books and deposit \$178.55 into the Friends of the Library Miscellaneous account for coffee supplies and children's program supplies. Move to accept the donation of three boxes of fruit and vegetable seeds with an approximate value of \$200.00 to be added to the seed library.


**Attachments:**

n/a

**Prepared By:**

Carrie Tyszka, Library Director

CT

**TO:** The Honorable Mayor and Town Council  
**FROM:** W. Lee Palmer, Jr. – Interim Town Manager   
**DATE:** October 7, 2024  
**SUBJECT:** Timberlin Golf Course – Golf Course Donation

**Summary of Agenda Item:**

Mr. Jim Motyka would like to donate \$1375 towards a commemorative bench for Timberlin Golf Club. The \$1375 will cover the cost of a bench, bronze plaque, and any future maintenance for the bench.

**Funding:**

Acct # 100.25.2543.2.45100.00000

**Action Needed:**

Move to accept Mr. Motyka's donation of \$1375 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account.

**Attachments:**

None

**Prepared By:**

Sol Guerrero, PGA – Director of Golf 



Consent  
4

**Agenda Item No. 4**  
**Request for Town Council Action**

**TO: The Honorable Mayor and Town Council**

**FROM: W. Lee Palmer Jr, Interim Town Manager**



**DATE: October 10, 2024**

**SUBJECT: Police Vehicle Emergency Equipment Installation**

**Summary of Agenda Item:**

In February the Police Department requested permission to contract with Northeast Communication Inc. (NORCOM) of Naugatuck, Connecticut for the installation of equipment for four police vehicles. NORCOM had been awarded State Contract # 19PSX0088 for equipment and installation services. The estimated cost of equipment and services for the four vehicles was \$65,000 and we requested a waiver for \$69,000 which was approved by the Town Council. Due to some unanticipated additional costs to replace equipment as a part of that process we would request a revision in raising the bid waiver to \$71,000 to pay the final bill to complete this process. The additional funds are available with the Police Vehicle Account.

**Funding:**

Funds for this purpose are available in the Police Department's Police Vehicles & Equipment Account # 500.15.1532.0.54000.00004.

**Action Needed:**

Move to approve increasing the contract for Northeast Communication Inc. (NORCOM) using the State Contract #19PSX0088 for the installation of equipment for police vehicles from \$69,000 to \$71,000.

**Attachments:**

None

**Prepared By:** Deputy Chief Drew Gallupe 

Agenda Item No. 1  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council

**FROM:** W. Lee Palmer, Interim Town Manager



**DATE:** October 10, 2024

**SUBJECT:** YMCA Presentation

**Summary of Agenda Item:**

Presentation by the YMCA concerning the concept of opening a facility in Berlin.

**Funding:**

None needed at this time.

**Action Needed:**

Discussion concerning what the YMCA can provide in Berlin.

**Attachments:**

Town Council Minutes of February 20, 2024, including YMCA Presentation

**Prepared By:** Kate Wall, Town Clerk



Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/86350899172?pwd=OGJmaWvTzm0FO4mwYftDSHDo9sVfXe.1>

Meeting ID: 863 5089 9172

Passcode: 100719

+1-309-205-3325

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, February 20, 2024  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.**

**A. CALL TO ORDER:**

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

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL:**

Those in attendance were:	Councilor Kate Atkinson
	Councilor Sandra Coppola
	Mayor Mark Kaczynski
	Councilor Charles Paonessa
	Councilor Mark Pruzin
	Councilor Peter Rosso
	Councilor Donna Veach

Also in attendance:	Town Manager Arosha Jayawickrema
	Corporation Counsel Jeffrey Donofrio

**D. AUDIENCE OF CITIZENS:**

*Ryan Malloy, 84 Juniper Lane* – Mr. Malloy stated that he has concerns with the smells and noise emanating from Bright Feeds on Fuller Way stating that they are impacting hundreds of Berlin citizens and business owners. He has been in contact with neighboring property owners and stated that they are frustrated by being woken up by loud noises during the night as well as being unable to be outside due to putrid smells at times also stating that they are feeling physically ill and reporting headaches. A petition has been created with close to 100 signatures obtained as of today.

Mr. Malloy stated that food recycling is an emerging market and there is a lack of regulation in the industry. The noise being produced by the company is above the State DEEP decibel threshold and at a frequency known to bother humans. He also discovered that the Town does not have a noise ordinance.

The owner of Bright Feeds was contacted by Mr. Malloy and stated that a solution is being put in place to deal with the noise however the owner is uncertain what can be done about the smell. Mr. Malloy provided the Town Council with a list of recommendations including a noise ordinance, business onboarding practices asking industry applicable questions especially with new emerging market businesses, and a nuisance ordinance in regard to the smells.

Mayor Kaczynski stated that the Town Council Ordinance Committee is in the process of discussing a noise ordinance for the Town. Mr. Malloy stated that he was happy to hear that.

**Dan Thurston, 16 Conlin Way** – Mr. Thurston stated that he is excited to hear the YMCA's presentation this evening regarding the services they can provide for the Town but asked the Town Council to keep in mind that it is the Town's responsibility to fulfill the statements of need provided by the Commission for the Aging and Parks and Recreation Commission. And although costs are an important consideration for the proposed Community/Senior Center the Town should not be penny wise and dollar foolish.

Mr. Thurston added that regarding aquatics it is important to ensure the Town gets something that will support not only competitive swimming and diving but the needs of seniors and youth. Adding that this is an opportunity to address the aging outdoor pools, the declining current senior center, and the needs of the library and social services with the current Community Center space.

**Donna Bovee, 85 Steepleview Drive** – Ms. Bovee stated that she was a member of the recent Community/Senior Center Committee which provided the Town Council with a report of the Town funded Center as well as the YMCA option. She is currently a part of a five-person group working with the new architect to reduce the overall cost that was presented to the Town Council previously. That report is from the architect is due by May 10<sup>th</sup>.

Based on the Commissions' statements of needs Ms. Bovee asks if the YMCA will be able to meet those needs and if not, the Town still has those needs to meet and it is up to the Town Council to determine how to approach them.

**Tim Thurston, 100 Sawmill Drive** – Mr. Thurston stated that he is an advocate of a Town-owned Community/Senior Center with a pool. He stated that the proposed Wallingford YMCA aquatic center is going to be about 25,000 square feet doubling the size of the current YMCA facility. Mr. Thurston stated that his question to the YMCA would be what type of pool they would be considering for Berlin, whether competitive, therapy, zero-entry, or a six-lane pool.

**Sam Lomaglio, 78 Hickory Hill Road** – Mr. Lomaglio stated that the need for a Community/Senior Center has already been studied and that this current study is a waste of time unless financial parameters are put on the project. He is asking the Town Council to get together with the Board of Finance, have the architect scale down the statement of need, and put it out to referendum.

**Jack Banks, owner of Powerhouse Gym, Webster Square Road** – Mr. Banks stated that after being in Berlin for 30 years he would love to see a pool in town and have the YMCA get involved but what he has seen is that they put in full-fledged fitness centers and he is concerned about having a state of the art facility that will compete directly with local business.

*Chris Dolan, New Brighton, MN* – Mr. Dolan stated that he is the VP of Engineering for Bright Feeds and they do take the comments and concerns of Berlin residents very seriously. They were first made aware of the noise issue in December of 2023 and reached out to several companies regarding a noise silencer for the stack however this item has to be designed and manufactured and was expected to be shipped two weeks ago from Canada.

As the silencer was being delayed Mr. Dolan rapidly designed a temporary silencer and reached out to Berlin manufacturer Kennedy, Gustafson & Cole who was able to create and install that temporary solution. The permanent silencer is expected to arrive by the end of the week and will promptly be installed, and its effectiveness will be evaluated.

Bright Feeds is cognizant of the odor issue, but as odor is a highly subjective thing it is not as simple to fix but they are aiming toward carbon capture which is newer technology which requires an analysis of what you are trying to mitigate against. The situation that exists is that the materials come into Bright Feeds from various sources which is rather consistent but is not always the same. Mr. Dolan stated that soy is not processed at their facility.

The bottom line is that Bright Feeds does take these matters seriously and they do want to be a good neighbor in Berlin. If anyone has any complaints, they should call the company whose phone number is noted on their website brightfeeds.com. He added that they are trying to do what they can to address the issues that have been brought to their attention.

**E. MAYOR'S UPDATE:**

None

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

**G. CONSENT AGENDA:**

1. Topic re: Accept donations to the Berlin Animal Control Donation Account for Animal Care and supplies & Vet fees valued at \$ 135 .00. – Animal Control
2. Topic re: Accept monetary donations totaling \$435.63 and deposit \$186.97 into the friends of the library miscellaneous account to be used to purchase a museum pass and program supplies and deposit \$108.66 into the friends of the library credit card account for the purchase of a museum pass and an adult program prize and deposit \$140.00 into the library agency account for the purchase of children's books in memory of Charlie McCourt. – Berlin-Peck Memorial Library
3. Topic re: Approve John Paul Demko and Max Delorenzo of P & Q Enterprises LLC to charge a registration fee of \$200 for the Central CT Youth Football Camp taking place June 10 – 14, 2024 for approximately 85 children at Scalise Field. – Parks and Recreation
4. Topic re: Approve Berlin Volunteer Fire Department to be able to sell food, beverages and merchandise and charge an entry fee at their Annual Auto Rama and Touch a Truck event at

Sage Park on Saturday, May 25, 2024, from 8:00 AM to 2:00 PM. The rain date is Sunday, May 26, 2024. – Parks and Recreation

5. **Topic re: Approve CFC North, LLC to charge a registration fee of \$175 for a youth soccer camp which will take place July 22-26, 2024 from 9:00AM – 12:00PM at Scalise Field. The camp will have approximately 40 children. – Parks and Recreation**
6. **Topic re: Approve Berlin High School Boosters Club to sell food, beverages and merchandise at Berlin High School events during the 2024 – 2025 school year. – Parks and Recreation**
7. **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 Hubbard Elementary Pasta Supper and Raffle event. Total value of the donation is \$242. – Golf Course**
8. **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 VFW comedy show fundraiser. Total value of the donation is \$242. – Golf Course**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

#### **H. NEW BUSINESS:**

Councilor Paonessa moved to move up agenda item #9.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

9. **Topic re: Authorize the Town Manager to participate in a grant application to be submitted by the Town of Middletown for the Lamentation Mountain/Pistol Creek Area for a Recreational Trails grant that will include improvements in Berlin at an estimated cost of \$250,000 and that the Town contribute \$50,000 in cash match for the Berlin portion of the project from the fee in lieu of open space account. – Economic Development**

Town Manager Jayawickrema introduced this item and asked Economic Development Coordinator Jim Mahoney to provide a recap.

Mr. Mahoney stated that the Recreational Trails grant was applied for last year but not received. There were some concerns last year about some of the aspects of the grant particularly some trails in Middletown that were close to private residences and concerns of ATV use on the trails. Those elements have since been dropped and this year most of the funding will be for the repair of the cart paths as well as improvements to the Mattabassett Trail, improved parking spaces on the Stantack Road right of way off of Spruce Brook, as well as accessibility improvements at Pistol Creek. Eighty to 90% of the grant funds would be used for the cart path work. No parking will be added to the

Berlin side of the project except for improvements to the Stantack Road right of way parking area. Middletown is proposing to add parking on their portion of the property although he is uncertain where that would be.

Councilor Veach stated that a resident of the area had some concerns with the project, and she asked her if she would speak.

**Jill Hanson, 464 Spruce Brook Road** – Ms. Hanson stated that she represents the Hanson family that has owned and resided on the same property for 137 years. The family is grateful that the Town purchased the former Pistol Creek Golf Course to be used for open space and her concern now is where and when should the line be drawn to leave the open space alone.

The Hanson property abuts the former Pistol Creek golf course on two sides, and they are in favor of improving the existing paved cart paths. They are not in favor of the proposed trail head connector on Spruce Brook Road and question why it is being proposed, they also have several questions about other items shown on the proposed trail map particularly the path proposed to cross in front of her property, she feels it would make more sense to have it on the opposite side of the road. Ms. Hanson hopes that if the proposed trail improvements were to go forward the Town would work with the Hanson family and surrounding neighbors to come to an agreeable solution.

Councilor Veach stated that the property owner whose driveway abuts the small parking lot on Spruce Brook is not in favor of any changes to that area as he feels it will encourage people to park there for other reasons other than accessing the trail. Councilor Veach stated that she would not be in favor of fixing that parking area.

Mayor Kaczynski stated that there are concerns about ATVs crossing private properties along the trails and the Town does not want to make it easier for ATVs to access the trails.

Public Works Director Mike Ahern stated that the Spruce Brook Road bridge is scheduled to be rebuilt in the near future and if there is enough width on the section of the road where the path is proposed near the Hanson property, they could possibly stripe the pavement over the bridge, as opposed to stone dust or sidewalk.

The Town Council requested that the plans should be tweaked to include revisions to the walking path along Spruce Brook Road and the two parking spaces near the trail head. Mr. Mahoney stated that the safety concerns to connect Pistol Creek to the Lamentation Trail are warranted and he will make those adjustments.

This item will be brought back to the Town Council at their March 5, 2024 meeting.

TABLED

- 1. Topic re: Discussion on one polling place to conduct Early Voting in person for the 2024 Presidential Preference Primaries at the Berlin Town Hall. Early Voting will take place on March 26, March 27, March 28 and March 30<sup>th</sup>. All three polling places will be open for regular voting during the Presidential Preference Primaries on Tuesday, April 2, 2024. – Registrars/Town Clerk**

Town Clerk Kate Wall explained that it has been decided that the polling place for early voting during the April 2, 2024 Presidential Preference Primary will be at Town Hall. As Berlin is considered a mid-size town due to its population of over 20,000 there is a requirement to receive endorsement from its governing body to only provide that one location.

Ms. Wall added that as early voting is new there is some uncertainty as to how it will go but she asked the Town Council to keep in mind that if a second early voting location is added there are costs associated with staffing that as well as the need to have the election software available there.

The Registrars of Voters were in attendance and stated that they are in agreement with the one early voting polling location.

Councilor Paonessa moved to conduct Early Voting in one location, Town Hall, for the April 2, 2024 Presidential Preference Primary.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

**2. Topic re: Presentation on the work being done on the town owned cemeteries. – Cemetery Committee**

Cemetery Committee Chairman Charles Colaresi stated that the Town of Berlin is responsible for the upkeep and maintenance of seven previously abandoned cemeteries: Ledge, Christian Lane, Beckley, Spruce Brook, Denison, Dunham, and Hall.

Mr. Colaresi thanked Grounds Superintendent Steve Wood for his assistance in providing grounds crews and support to the Committee with the work that has been done at these cemeteries.

When the Cemetery Committee was first reestablished several years ago the members visited the seven cemeteries, and it was decided that the first thing to concentrate on was tree trimming to open the canopies that were contributing to the mold on the gravestones. After that fences were repaired or replaced, and new signage was installed.

Mr. Colaresi added that funds were donated to the Town for the maintenance of Dunham Cemetery. The stone wall was replaced, and new fencing installed. Approximately \$10,000 remains in that fund for continued maintenance and repairs.

In 2023 a new contractor was hired to mow and trim the grass at all the town owned cemeteries along with providing Spring and Fall clean up. The Committee is very happy with the service they have been providing as they are very meticulous and show respect around the gravestones.

With the above tasks completed the Committee's next task was to repair the damaged gravestones. Two summers ago, an Eagle Scout was able to clean up some gravestones at Ledge cemetery before leaving for college. Committee member Riza Brown found a Connecticut contractor that specializes in repairing and cleaning gravestones. They finished the work at Ledge and will begin work at Denison in the Spring and move on to the other cemeteries after that.



Mr. Colaresi added that Economic Development Coordinator Jim Mahoney has been very successful in obtaining a \$5,000 grant every year which is spent before using town funds.

Mr. Colaresi thanked the Town Council for funding the Cemetery Committee.

NO ACTION NEEDED

**3. Topic re: Presentation from the YMCA. – Town Manager**

Meriden, New Britain, Berlin YMCA (MNBBY) CEO John Benigni stated that tonight's presentation is to share what the YMCA could bring to Berlin and introduced COO Steve Markoja.

Mr. Markoja stated the YMCA is the leading nonprofit committed to strengthening community by connecting all people to their potential, purpose, and each other and the local MNBBY has served its communities for 166 years.

In 2023 the MNBBY welcomed over 192,000 visitors, provided childcare for over 1,600 children, and provided fun summer camp experiences. No one is turned away for inability to pay and in 2023 over \$1.7 million in scholarships was provided for memberships and programs.

In Berlin the MNBBY provides daycare at McGee Middle School and Hubbard Elementary School, as well as before and after school care at the three elementary schools. Camp Thundermoon is held at McGee during the summer, there is the Berlin YMCA Ski Club for grades 3 – 12, and the Berlin High School swim team practices at the Meriden YMCA.

The MNBBY serves active older adult members with a variety of activities such as yoga, aqua aerobics, and tai chi along with programs such as healthy cooking classes, and diabetes prevention. Older adults that are eligible to participate in fitness programs such as the Silver Sneakers program may even qualify for a YMCA membership at little or no cost. Over 50% of Berlin seniors could be eligible for these programs. The MNBBY also offers membership discounts to veterans.

A variety of membership options are available for the community which can be cancelled at any time.

A video presentation of the Meriden YMCA was shown, and a footprint of the building layout was explained. The pool at this facility is a six-lane pool designed to be multiple purpose which he stated is a bare minimum need for Berlin. Also part of that facility are multi-purpose rooms, gymnasium with suspended jogging track, locker rooms, a fitness center, and childcare room.

Mr. Benigni addressed a concern expressed by the owner of Powerhouse Gym during Audience of Citizens regarding the YMCA taking business away from local gyms stating that the YMCA is not meant to be an elite workout facility but more of a location for children and families to exercise together.

Mr. Benigni stated that the YMCA may not be able to fit every need stated in the statement of needs, but they will do an outstanding job serving the community.

**Barbara Gombotz, Commission for the Aging Chair** – Ms. Gombotz inquired as to how the YMCA arranges and conducts senior programming.

Mr. Benigni stated that the MNBBY offers Fit Senior Yoga, Silver Sneakers, Zumba Gold, aqua aerobics, tai chi, pickleball, Senior Fit, stretching, Brain Gym, cardiac rehab, a blood pressure program, diabetes prevention program, healthy cooking classes, Lunch and Learn, Y's Men, Mahjong, and Pool Pals.

Ms. Gombotz inquired about rooms designated for activities such as knitting. Mr. Benigni stated that there would not be a room designated for that specifically, but a room could be set up for a membership-driven knitting club that could be established.

NO ACTION NEEDED

#### **4. Topic re: Discussion on Tax Sales – Town Council**

Corporation Counsel Donofrio stated that at the Town Council meeting two weeks ago there were some questions about a Kensington Fire District (KFD) tax sale, and it had been agreed that Attorney Adam Cohen would be invited to address the matter with the Council. Attorney Cohen is joining via Zoom tonight.

Councilor Atkinson stated that one of the questions that had come up during the previous discussion was that after the KFD tax sale went through the Town of Berlin Revenue Collector made a discretionary call regarding the payoff amount of the debt owed to the Town of Berlin for taxes and interest without approval of the Town Council. Councilor Atkinson asked if Attorney Cohen believes that the Tax Collector has the discretion to do that and if so, what is the basis for that assertion.

Attorney Cohen state that the Tax Collector was his primary contact for direction on what the Town wanted to do regarding its tax liens which were not the subject of the Fire District's tax sale but which the purchaser would be responsible to pay after acquiring title to the property. The Tax Collector conveyed to Attorney Cohen that she would find out and later emailed him that the acceptable amount would be \$54,000. As far as the Tax Collector's legal authority Attorney Cohen stated that is purely a matter of the Town's internal rules or practices.

Councilor Paonessa asked if it was necessary for the Town of Berlin taxes to be settled at the KFD tax sale. Attorney Cohen stated that the Town could have conducted its own auction but at the time the KFD started its auction in 2013 the Town was invited to do that but declined. The notice made it clear that anyone that bought the property through the Fire District's auction would be liable for the Town's taxes. The KFD held its auction in 2013 but nobody bid on the property, and it is assumed that was because the Town was owed so much in taxes and there was a belief that there was a history of contamination on the property.

The auction sat postponed for ten years listed on Attorney Cohen's website and during those years he would occasionally receive an inquiry. In October 2022 a purchaser came through that was willing to accept the Town's offer of fifty cents on the dollar and that allowed the sale to go through.

Attorney Cohen explained that the bidder paid \$10,825 which was the total due to KFD plus the cost of the auction. The bidder at that time knew he would need to write a separate check to the Town for \$54,000 after the deed was held for the required six months.

Councilor Paonessa asked why his bid of \$15,000 was not accepted and why he was told by Attorney Cohen that the bidding was going to be stopped at \$10,825 and the property awarded to the bidder that had called into the auction. Attorney Cohen stated that Councilor Paonessa had been outbid because someone was willing to pay more than he was.

When questioned by Councilor Paonessa Attorney Cohen explained that the KFD tax sale was advertised as the Statute explains the procedures for advertising and that was followed to the letter. The Town of Berlin could have told anybody that asked and was interested in the property to contact his office as many people did over the ten-year period, and the Town could have held its own auction.

Councilor Atkinson asked if it was correct that if the KFD had its tax sale the Town of Berlin could not then have its own tax sale. Attorney Cohen stated that the Town could have done that, but no one would buy the property through the KFD tax sale specifically because they would know that the Town could then do their own tax sale.

Councilor Paonessa asked if, after the first time the tax sale had been advertised in 2013, had it been advertised again. Attorney Cohen stated that the law only requires newspaper advertising and return receipt notices the first time. It was then listed on his website.

NO ACTION NEEDED

5. **Topic re: Authorize the Town Manager to: Withdraw the 'Spruce Brook Road Bridge No 007020 Replacement Project' from the former State Local Bridge Program which has a 31.41% reimbursement rate and work with Staff and SLR International to submit a new application for funding from the State's current Local Bridge Program with a 50% reimbursement rate and work with Staff, SLR International and Corporation Counsel to execute a subsequent 'Commitment to Fund Agreement' with the Connecticut Department of Transportation following acceptance into the 50% reimbursement program. – Public Works**

Public Works Director Mike Ahern stated that the Spruce Brook Road Bridge project has been in the permitting process for several years and the Town finally received the Federal Army Corps of Engineers permit in August of 2023. The State of Connecticut previously committed to fund 31.41% of eligible project costs but is currently offering 50% reimbursement and staff was advised that this project would be eligible for the increased funding following a resubmission of the project to the DOT which is due by April 1, 2024. An official request from the Town to withdraw the previous application is required prior to resubmission into the 50% funding program.

SLR International designed a structure which was required to incorporate several historic features of the Simeon North Pistol Factory which occupied a portion of the existing site. Although SLR will need to prepare additional documents for the resubmission the increased level of reimbursement by the State will outweigh the anticipated increase in engineering fees.

Councilor Coppola asked if the Town withdraws from the old program are we guaranteed to be approved for the new program. Mr. Ahen stated that there are no guarantees, but the State is encouraging towns to do this as they have the funds available, and they want the Town to reconstruct this bridge. Currently Bristol and Waterbury have withdrawn and resubmitted their applications.

Councilor Paonessa moved to authorize the Town Manager to withdraw the 'Spruce Brook Road Bridge No 007020 Replacement Project' from the former State Local Bridge Program which has a 31.41% reimbursement rate.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to authorize the Town Manager to work with Staff and SLR International to submit a new application for funding from the State's current Local Bridge Program with a 50% reimbursement rate.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to authorize the Town Manager to work with Staff, SLR International and Corporation Counsel to execute a subsequent 'Commitment to Fund Agreement' with the Connecticut Department of Transportation following acceptance into the 50% reimbursement program.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

- 6. Topic re: Approve the Transfer of \$40,000 from Vehicle Fuel into Auto Parts to cover expenditures due to increases in the cost of parts and larger repair jobs for the remainder of Fiscal Year 2024, pending approval by the Board of Finance. – Fleet Garage**

Fleet Manager Jim Simons stated that due several large repairs required during the current fiscal year and unanticipated increases in the price of parts there is a shortage in the Fleet Garage Auto Parts account. Funding is available in the Vehicle Fuel account due to a downturn in the market.

Councilor Paonessa moved to approve the Transfer of \$40,000 from Vehicle Fuel into Auto Parts to cover expenditures due to increases in the cost of parts and larger repair jobs for the remainder of Fiscal Year 2024, pending approval by the Board of Finance.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

**7. Topic re: Appropriate \$31,165.50 from the Sale of Land, Labor, & Materials Revenue Account to the Vehicle Reserve to be used for the purchase of vehicles Account in the Capital Nonrecurring Fund, pending approval by the Board of Finance. – Fleet Garage**

Town Manager Jayawickrema stated that the Town has sold surplus items via the online auction site “Public Surplus”. The Fleet Department sold various vehicles totaling \$31,165.50. To assist in funding the Capital Vehicle 2025 Tier I request Fleet Manager Jim Simons is requesting to appropriate these proceeds to the Vehicle Reserve account.

Councilor Paonessa moved to appropriate \$31,165.50 from the Sale of Land, Labor, & Materials Revenue Account to the Vehicle Reserve to be used for the purchase of vehicles Account in the Capital Nonrecurring Fund, pending approval by the Board of Finance.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

**8. Topic re: Authorize the Town Manager to issue a request for qualifications for developers for redevelopment of 143 Percival Avenue as affordable senior housing as permitted in section XI. Q. of the Berlin Zoning Regulations and state that development proposals providing more than 50% of units as affordable and more units affordable at lower income levels will be preferred. – Economic Development**

Economic Development Coordinator Jim Mahoney stated that the option the Town had with the Berlin Housing Authority to develop Senior Housing on Percival Avenue has expired.

At their February 1, 2024 meeting the Planning & Zoning Commission (PZC) amended the Berlin Zoning Regulations to allow by special permit the development of senior affordable housing in residential zones by those other than the Berlin Housing Authority. An RFQ has been prepared to initiate the process to determine if there are developers interested in developing senior housing in Berlin.

The senior housing amendment passed by the PZC requires a minimum of 50% of the units in the development be affordable housing units. As it is difficult to finance affordable housing projects the PZC approved amendment provides an appropriate minimum standard for affordability.

Corporation Counsel Donofrio stated that he has spoken with Mr. Mahoney about this, and he believes it is the right approach.

Councilor Paonessa moved to authorize the Town Manager to issue a request for qualifications for developers for redevelopment of 143 Percival Avenue as affordable senior housing as permitted in section XI. Q. of the Berlin Zoning Regulations and state that development proposals providing more than 50% of units as affordable and more units affordable at lower income levels will be preferred.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

9. **Topic re: Authorize the Town Manager to participate in a grant application to be submitted by the Town of Middletown for the Lamentation Mountain/Pistol Creek Area for a Recreational Trails grant that will include improvements in Berlin at an estimated cost of \$250,000 and that the Town contribute \$50,000 in cash match for the Berlin portion of the project from the fee in lieu of open space account. – Economic Development**

Agenda item #9 was moved prior to Agenda item #1.

10. **Topic re: Approve the attached resolution to authorize the Town Manager to apply to the CT DECD for a \$360,000 additional municipal brownfields grant for the 889 Farmington Avenue and, if a grant is offered, to accept the grant, execute a grant proposal, grant agreement and other documents as necessary to secure and carry out the purposes of the grant and to appropriate the grant of up to the amount awarded to the Municipal Brownfields grant account for 889 Farmington Avenue, subject to approval of Corporation Counsel and to appropriate said funds to the Municipal Brownfields Grant account and to refer the appropriation to the Board of Finance. Also, to authorize the Town Manager to enter the seventh amendment to Purchase Agreement with Newport Realty Group LLC to provide that 20% of the units at 55 Steele Boulevard be affordable to households with family income equal to or less than 80% of the area median, for a duration of at least 40m years, subject to review and approval of Corporation Counsel and to approve a \$50,000 Town match for the supplemental Municipal Brownfields grant for 55 Steele Boulevard from the Farmington Ave Development non-grant account (\$50,000). – Economic Development**

Economic Development Coordinator Mahoney stated that this item has been discussed previously and a \$50,000 Town match for the Municipal Brownfields Grant was approved by the Board of Finance.

Some aspects of the program have changed and there is a new requirement that states if there is housing involved at least 20% of that residential housing must be affordable to households with income at 80% or less of the area median. The Town's Purchase Agreement with Newport Realty Group, LLC will need to be amended to add that Newport will provide these affordable units.

Due to design changes including those due to unsuitable materials discovered during excavation there are \$410,000 in projected added project costs which includes the installation of geo piers. The State will also be expecting the Town to contribute to the added project costs therefore staff recommends that the Town provide a local match of \$50,000 and apply for a Municipal Brownfields Grant in the amount of \$360,000 for the project.

Councilor Paonessa moved to approve the attached resolution to authorize the Town Manager to apply to the CT DECD for a \$360,000 additional municipal brownfields grant for the 889 Farmington Avenue and, if a grant is offered, to accept the grant, execute a grant proposal, grant agreement and other documents as necessary to secure and carry out the purposes of the grant and to appropriate the grant of up to the amount awarded to the Municipal Brownfields grant account for 889 Farmington Avenue, subject to approval of Corporation Counsel and to appropriate said funds to the Municipal Brownfields Grant account and to refer the appropriation to the Board of Finance.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to authorize the Town Manager to enter the seventh amendment to Purchase Agreement with Newport Realty Group LLC to provide that 20% of the units at 55 Steele Boulevard be affordable to households with family income equal to or less than 80% of the area median, for a duration of at least 40 years, subject to review and approval of Corporation Counsel.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to approve a \$50,000 Town match for the supplemental Municipal Brownfields grant for 55 Steele Boulevard from the Farmington Ave Development non-grant account (\$50,000) subject to Board of Finance approval of a non-budgeted appropriation transfer for this purpose.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

**I. APPOINTMENTS:**

1. **Cemetery Committee – Vacancy** – Edward Hornkohl, Jr. (R) has resigned. Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
2. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D, R or U.
3. **Conservation Commission – Vacancy – Alternate** – Term would be until January 31, 2026. Can be filled with a D, R or U (Depending on the above appointment).
4. **Constables – 5 Vacancies** – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).
5. **Golf Course Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U and must be a non-golfer (per ordinance).
6. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement would be until January 31, 2026. Can be filled with a D, R or U.
7. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement would be until January 31, 2026. Can be filled with a D, R or U. (Depending on the above appointment).
8. **Mattabassett District – Vacancy** – Replacement term would be until September 1, 2026. Can be filled with a D, R or U.

9. **Parks and Recreation Commission – Vacancy** – Replacement would be until January 31, 2027. Can be filled with a D, R or U.

Councilor Atkinson placed in nomination the name of Christine Vale da Serra (D) of 1518 Kensington 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 Christine Vale da Serra (D) to serve on the Parks and Recreation Commission. Term ending January 31, 2027.

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

11. **Public Building Commission – Vacancy** – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.

12. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.

13. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U (depending on the above appointment).

14. **VNA – Vacancy** – Replacement would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Frances Geschimsky (R) of 173 Grandview Avenue for appointment to the VNA.

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

Vote being 7-0 in favor of Frances Geschimsky (R) to serve on the VNA. Term ending January 31, 2026.

15. **VNA – Vacancy** – Replacement would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Cyndi McKinnon (D) of 46 Deerfield Drive for appointment to the VNA.

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

Vote being 7-0 in favor of Cyndi McKinnon (D) to serve on the VNA. Term ending January 31, 2026.



16. **VNA – Vacancy** –Replacement would be until January 31, 2027. Can be filled with a D, R or U.
17. **VNA – Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
18. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
19. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
20. **Water Control Commission – Vacancy** -Term would be until January 31, 2029. Can be filled with a D, R or U.
21. **Water Control Commission – Alternate - Vacancy** -Term would be until January 31, 2026. Can be filled with a D, R or U.
22. **Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2026. Can be filled with a D, R or U.
23. **Water Control Commission – Alternate – Vacancy** –Term would be until January 31, 2027. Can be filled with a D, R or U (Depending on the above two appointments).
24. **Youth Services Advisory Board** – Cyndi McKinnon (Service Consumer) term expired January 31, 2024. Reappointment or replacement term would be until January 31, 2027.

Councilor Paonessa placed in nomination the name of Cyndi McKinnon (D) of 46 Deerfield Drive for appointment to the Youth Services Advisory Board – Service Consumer.

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 Cyndi McKinnon (D) to serve on the Youth Services Advisory Board – Service Consumer. Term ending January 31, 2027.

**J. TOWN MANAGER’S REPORT:**

- The Department of Public Health (DPH) has been notified in writing that Alea Piatek has resigned from the VNA. The Town has been granted a 60-day window to replace the Administrator/Clinical Supervisor with a candidate with proper qualifications and the job has been posted. The temporary Clinical Supervisor needs to complete six additional hours of credits required by the DPH and she has already enrolled. He added that Statute requires the VNA Board to hire the new Director.

With budget season approaching the VNA census numbers are not tracking well, and the \$700,000 revenue budget will most likely not be met. Therefore, the Town Manager has reached out to a partner at Shipman and Goodwin that specializes in home healthcare and is familiar with the DPH requirements to inquire about how much the Town Manager can reduce the VNA budget and staff while complying with those regulations.

The Town Manager met with VNA Board Chair Cara Staus today to share the information he sent to the DPH and the approach he has discussed with Shipman and Goodwin.

The budget must go out to the Board of Finance next week and the Town Manager will be proposing to reduce the VNA staff to the recommended level of four fulltime staff and he would like to determine where the Town Council stands on this plan adding that the projected revenue will also be decreased and there will still be a deficit in the VNA of about \$600,000 to \$700,000. The Town Manager added that he will be discussing this approach with the VNA Board.

The Town Council agreed with the Town Manager's approach.

- Budget – This year the Town and Board of Education (BOE) budgets will be presented on separate evenings. The Town budget will be presented at the Board of Finance (BOF) meeting on March 4<sup>th</sup> and the BOE budget will be presented at the BOF meeting on March 6<sup>th</sup>. The Town Manager requests the Town Council attend the BOE budget meeting as well.

Board of Finance Budget Workshops will be held throughout the month of March to make any adjustments to the presented budgets. The Annual Budget Hearing will be held at Berlin High School on Tuesday March 26<sup>th</sup> and at the end of that meeting the BOF will vote to send the budget to the Town Council.

Typically, the Town Council would meet the following Tuesday at a regular Town Council meeting, however this year that Tuesday is the Presidential Preference Primary and there is no Town Council meeting therefore the Town Manager is requesting that a special meeting be held, and it was agreed that would be on Wednesday April 3<sup>rd</sup> at 6:00 p.m.

Information regarding the Budget meetings, Budget Hearing, and Budget Referendum will be posted on social media, published in the Citizen and postcards will be mailed to all voters.

**K. SPECIAL COMMITTEE REPORTS:**

None

**L. COUNCILORS' COMMUNICATION:**

Councilor Paonessa thanked the Town Council for allowing discussion of his concerns with the Christian Lane tax sale.

**M. ACCEPTANCE OF MINUTES:**

February 6, 2024

Councilor Paonessa moved to accept the Town Council Meeting Minutes of February 6, 2024 as presented.

Seconded by Councilor Veach

Vote being 7-0 (MOTION CARRIED)

**N. EXECUTIVE SESSION:**

**Real Estate – C.G.S.S. Sec. 1-200 (6) (D) discussion of the selection of a site, sale or purchase of real estate by the Town – Wethersfield Road**

Councilor Paonessa moved to go into Executive Session: Real Estate – C.G.S.S. Sec. 1-200 (6) (D) discussion of the selection of a site, sale or purchase of real estate by the Town – Wethersfield Road at 10:24 p.m. Invited in: Town Manager Jayawickrema and Corporation Counsel Donofrio.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Executive Session ended at 10:32 p.m.

**O. ADJOURNMENT:**

Councilor Paonessa moved to adjourn at 10:32 p.m.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting

RECEIVED FOR RECORD  
BERLIN TOWN CLERK

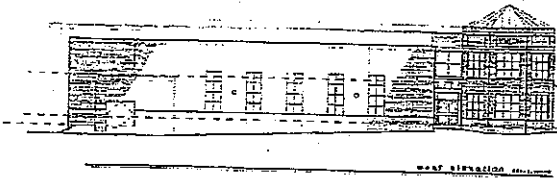
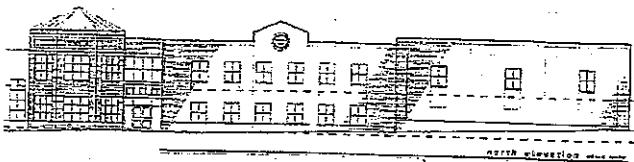
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*Kathryn J. Wall*

BERLIN, CT.

# Meriden YMCA

Meriden, Connecticut



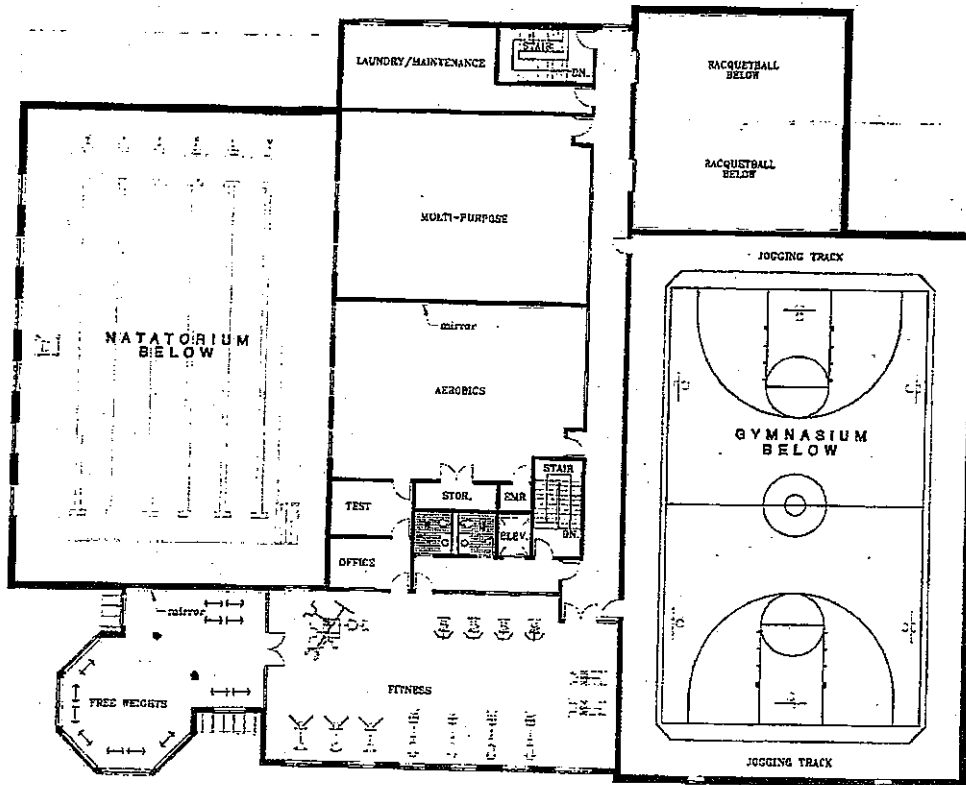
**Client:** Meriden YMCA  
Meriden, Connecticut

**Project:** New 33,900 sq ft YMCA Facility consisting of: a Gymnasium with suspended Jogging Track; a Natatorium with 6 lane swimming Pool; Racquetball Courts; a Fitness Center; Free Weights Workout Room; Aerobics Room; Large & Small Multi-Purpose Rooms; Family Lockers, Adult Lockers & Children's Lockers; a Nursery; & Administrative Offices.

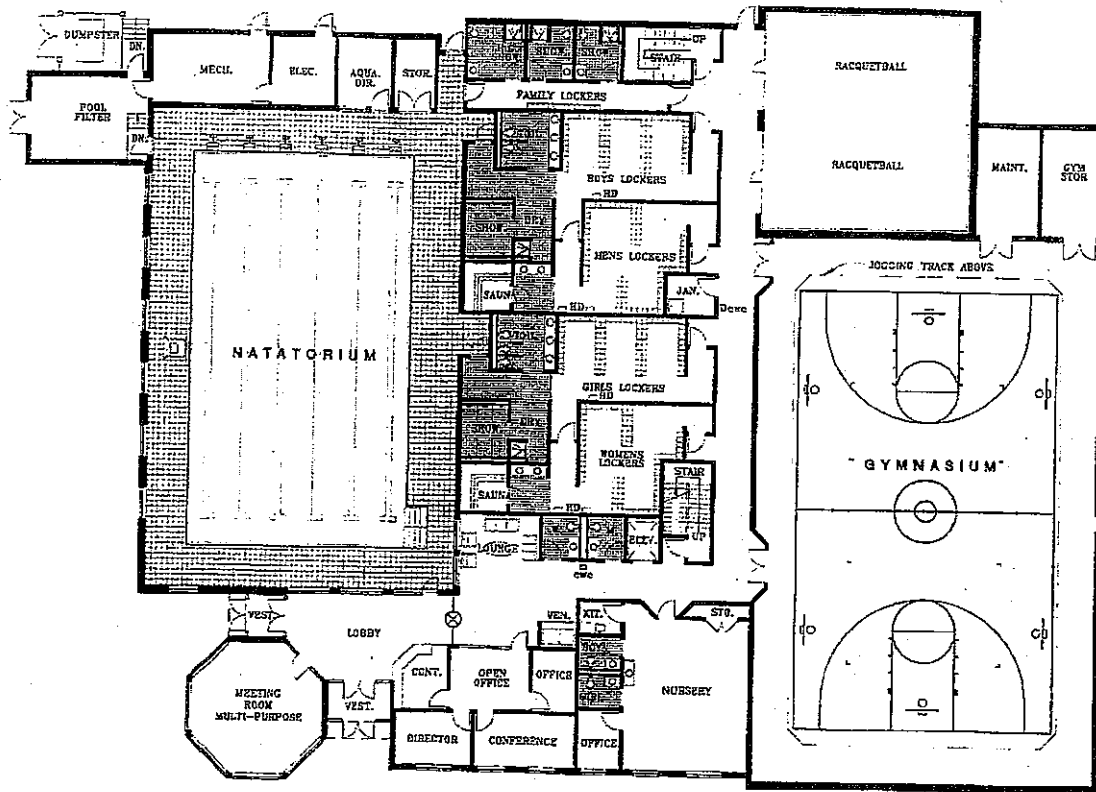
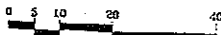
**Features:** The building was designed to fit on a tight downtown urban site and featured a prominent octagon with public meeting room overlooking Main Street.

**Services:** Programming; Site Planning & Building Design; Presentation Drawings; Construction Documents; Construction Cost Estimate.

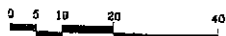


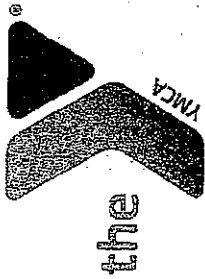


SECOND FLOOR PLAN



FIRST FLOOR PLAN





FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

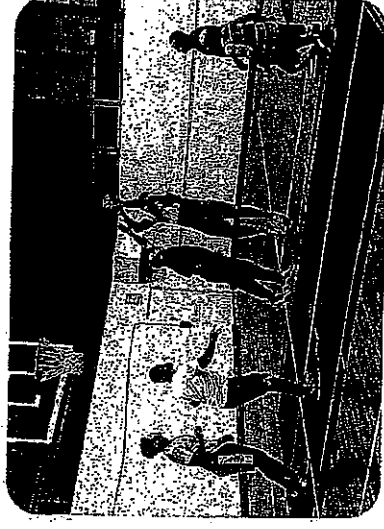
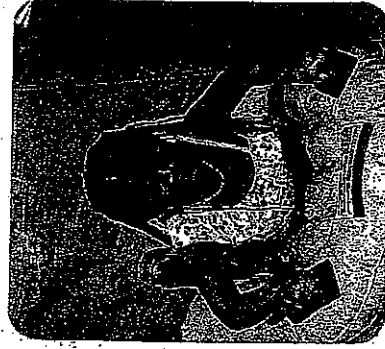
# MERIDEN-NEW BRITAIN-BERLIN YMCA

## HERE FOR OUR COMMUNITY

February 20, 2024

## ABOUT THE Y

- The Y is the leading nonprofit committed to strengthening community by connecting all people to their potential, purpose and each other.
- The Y is made up of people of all ages, from all walks of life, working side-by-side to strengthen communities.
- Together, we strive to ensure that everyone, regardless of ability, age, cultural background, ethnicity, faith, gender, gender expression, gender identity, ideology, income, national origin, race or sexual orientation has the opportunity to reach their full potential with dignity.
- Our core values are caring, honesty, respect and responsibility — they guide everything we do.

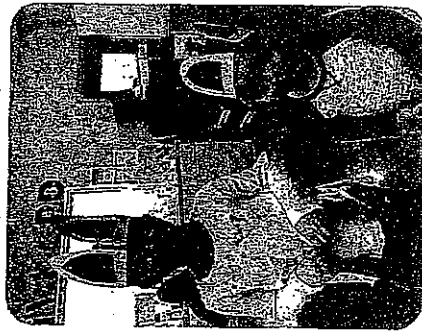


## HOW THE MERIDEN-NEW BRITAIN-BERLIN YMCA (MNBBY) SERVES OUR COMMUNITY

The Y nurtures the potential of kids, promotes healthy living, and fosters a sense of social responsibility.

The Meriden YMCA has served our community for 156 years. The New Britain-Berlin YMCA has served our community for 166 years.

Our community mission continued even when our Y was closed in 2020. Our Y provided free child care to essential workers, virtual programs, outreach to senior members, food for families and more.

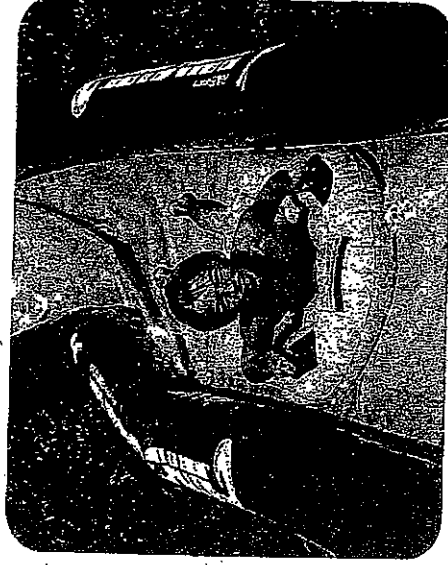




## HOW THE MNBBY SERVES OUR COMMUNITY

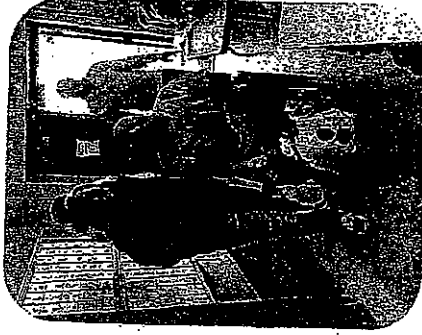
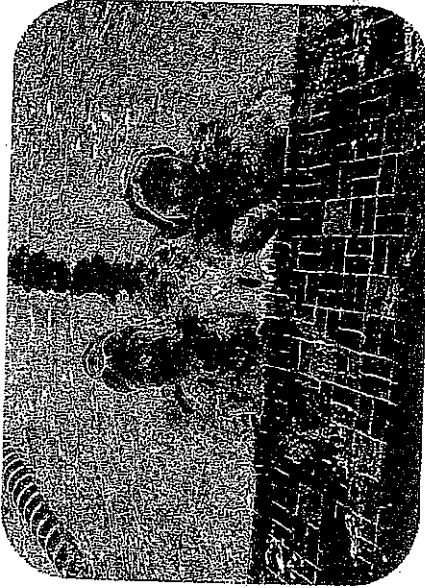
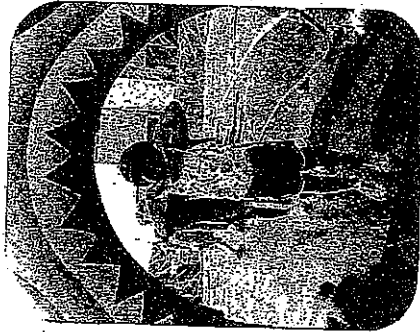
In 2023 the MNBBY:

- Kept over 11,000 members healthy, active and engaged
- Welcomed over 192,000 visits
- Employed 928 staff
- Provided child care for 1,625 children
- Provided 1,075 children with a fun summer camp experience at Mountain Mist in Meriden and Camp Thundermoon in Berlin
- Provided a fun summer camp experience to an average of 175 campers per week at Camp Thundermoon at McGee Middle School.



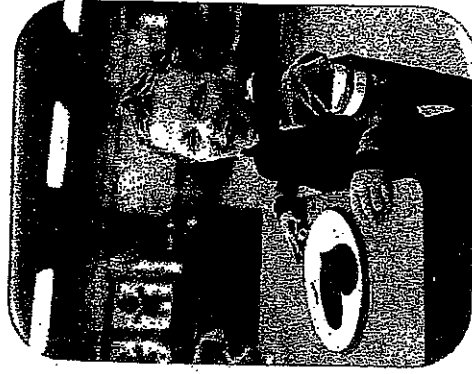
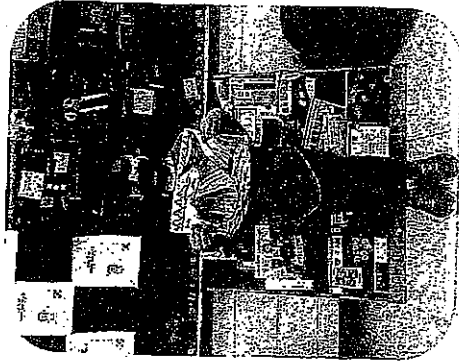
## HOW THE MNB Y SERVES OUR COMMUNITY

- No one is turned away for inability to pay for those who demonstrate need.
- In 2023 our Y provided over \$1.7 million in scholarships for membership and programs.
- Our Y provided over 1000 holiday meals to our Meriden neighbors and holiday meals to our NBBY Hart House residents.



## HOW THE MNBBS SERVES BERLIN

- Little Spartans at McGee and Little Huskies at Hubbard
- Before and After School Care at Griswold, Hubbard and Willard
- Camp Thundermoon at McGee Middle School
- Annual Tinsel Fun Run in collaboration with Berlin Parks and Recreation
- Berlin YMCA Ski Club for grades 3 - 12
- Berlin High School swim teams practice at the Meriden YMCA



## HOW THE MNB BY SERVES OUR ACTIVE OLDER ADULT MEMBERS

- Fit Senior Yoga, Silver Sneakers, ZUMBA Gold, Aqua Aerobics, Tai Chi, Pickleball, Senior Fit, Stretching, Brain Gym
- Cardiac Rehab, Blood Pressure Program, Diabetes Prevention, Healthy Cooking Classes
- Lunch and Learn, Y's Men, MahJong, Pool Pals
- Silver Sneakers®, Silver and Fit and Renew Active programs cover the cost of membership. We currently have 2248 members enrolled. Estimate 68% of Berlin seniors could be eligible for these programs.
- Our Y offers membership discounts for veterans





Find Your Community. Find Your Y.





THANK YOU

MERIDEN-NEW BRITAIN-BERLIN YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.  
[meridenymca.org](http://meridenymca.org) [nbbymca.org](http://nbbymca.org)

**Agenda Item No. 2**  
**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council

**FROM:** W. Lee Palmer, Jr., Interim Town Manager



**DATE:** October 8, 2024

**SUBJECT:** Feasibility Study of Demore, Dinda, Bittner Jr. Memorial Pool Complex Update

**SUMMARY:**

Luke McCoy, Principal/Landscape Architect from KBA will provide an update on the progress of the Feasibility Study of the Demore, Dinda, Bittner Jr. Memorial Pool Complex.

**FUNDING:**

No funding needed.

**ACTION NEEDED:**


No action needed.

**ATTACHMENTS:**

None.

**PREPARED BY:**

Jennifer Ochoa, Director of Community, Recreation & Parks Services *JO*  
Steven Wood, Superintendent of Parks and Grounds Department *SW*

**TO:** The Honorable Mayor and Town Council  
**FROM:** W. Lee Palmer, Jr. – Interim Town Manager   
**DATE:** October 7, 2024  
**SUBJECT:** Timberlin Golf Course – Purchase of Greens Mower

**Summary of Agenda Item:**

Director of Golf, Sol Guerrero, recommends the purchase of a brand-new Toro greens mower from Turf Products Company. Director of Golf is requesting to use funds from Acct # 001.25.2543.0.54000.00128, approval to purchase a brand-new Toro greens mower from TPC for no more than \$67,000. Turf Products Company extends State of Connecticut Department of Administrative Services Contract pricing to Timberlin Golf Course which omits the Town of Berlin purchasing process.

**Funding:**

Acct # 001.25.2543.0.54000.00128

**Action Needed:**

Move to approve the purchase of a Toro greens mower using the State of Connecticut Department of Administrative Services Contract #129829 from Turf Products Company for an amount not to exceed \$67,000.

**Attachments:**

None

**Prepared By:**

Sol Guerrero, PGA – Director of Golf





Agenda Item No. 4  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council

**FROM:** W. Lee Palmer, Jr. – Interim Town Manager



**DATE:** October 7, 2024

**SUBJECT:** Timberlin Golf Course – Purchase of Ventrac Mower

**Summary of Agenda Item:**

Director of Golf, Sol Guerrero, recommends the purchase of a brand-new Ventrac mower from Turf Products Company. Director of Golf is requesting to use funds from Acct # 500.25.2543.0.54000.01729, approval to purchase a brand-new Toro greens mower from TPC for no more than \$70,000. Turf Products Company extends State of Connecticut Department of Administrative Services Contract pricing to Timberlin Golf Course which omits the Town of Berlin purchasing process.

**Funding:**

Acct # 500.25.2543.0.54000.01729

**Action Needed:**

Move to approve the purchase of a Ventrac mower using the State of Connecticut Department of Administrative Services Contract #031121-TTC from Turf Products Company for an amount not to exceed \$70,000.

**Attachments:**

None

**Prepared By:**

Sol Guerrero, PGA – Director of Golf



Agenda Item No. 5  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council

**FROM:** W. Lee Palmer, Interim Town Manager



**DATE:** October 8, 2024

**SUBJECT:** Authorization for the Town Manager to seek approval from the State of Connecticut Department of Energy and Environmental Protection (DEEP) Commissioner for a proposed extension of Wilks Pond Road across a portion of Sage Park land per the Open Space Grant Agreement under which the property was obtained and refer the matter to the Planning and Zoning Commission in accordance with Connecticut General Statute Section 8-24 to allow construction of road improvements across a portion of Sage Park by Coccomo Brothers for a proposed subdivision extending into property of Lowchy, Thompson and Curren at Map 22-1 Block 142 Lot 46, 170 Wilks Pond Road.

**Summary of Agenda Item:**

The developer has proposed a 5-lot subdivision which includes extension of Wilks Pond Road to the north with a dedication of open space along its west side adjacent to Sage Park. The Town is a party to an Open Space Grant Agreement with CT DEEP relative to Sage Park. The Agreement provides that the Town must retain the land upon which project covered by the agreement sits for recreation and conservation purposes (which for the purposes of the agreement is defined as public recreation, municipal open space, conservation or preservation of cultural or natural resources, agriculture, and/or natural resource education). The Town is prohibited from conveying or converting said land to any use other than recreation or conservation as defined above except with the prior written approval of DEEP. Such approval by the Commissioner shall be conditioned upon the provision by the Town of comparable land to be devoted to recreation and conservation as defined above, the full proceeds of any sale of the land to be applied for such purpose and if such proceeds exceed the amount require for such land acquisition, the balance up to the amount of the grant provided for herewith shall revert to the State general fund.

If the Town is unable to acquire comparable land, it shall pay to the State (1) if the land is sold, the same percentage of the proceeds of the sale as that granted by the State for the purchase of the land, or (2) if the land is not sold, such percentage of the fair market value of the land at the time of conversion to another use.

**Funding:**

No funding needed

**Action Needed:**

Move to authorize the Town Manager to seek approval from the State of Connecticut Department of Energy and Environmental Protection (DEEP) Commissioner for a proposed extension of Wilks Pond Road across a portion of Sage Park land.

Move to refer the matter of extending Wilks Pond Road including use of a portion of Sage Park to the Planning and Zoning Commission for review subject to approval from State of Connecticut Department of Energy and Environmental Protection (DEEP).

**Attachments:**

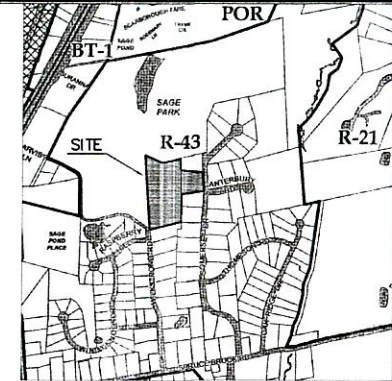
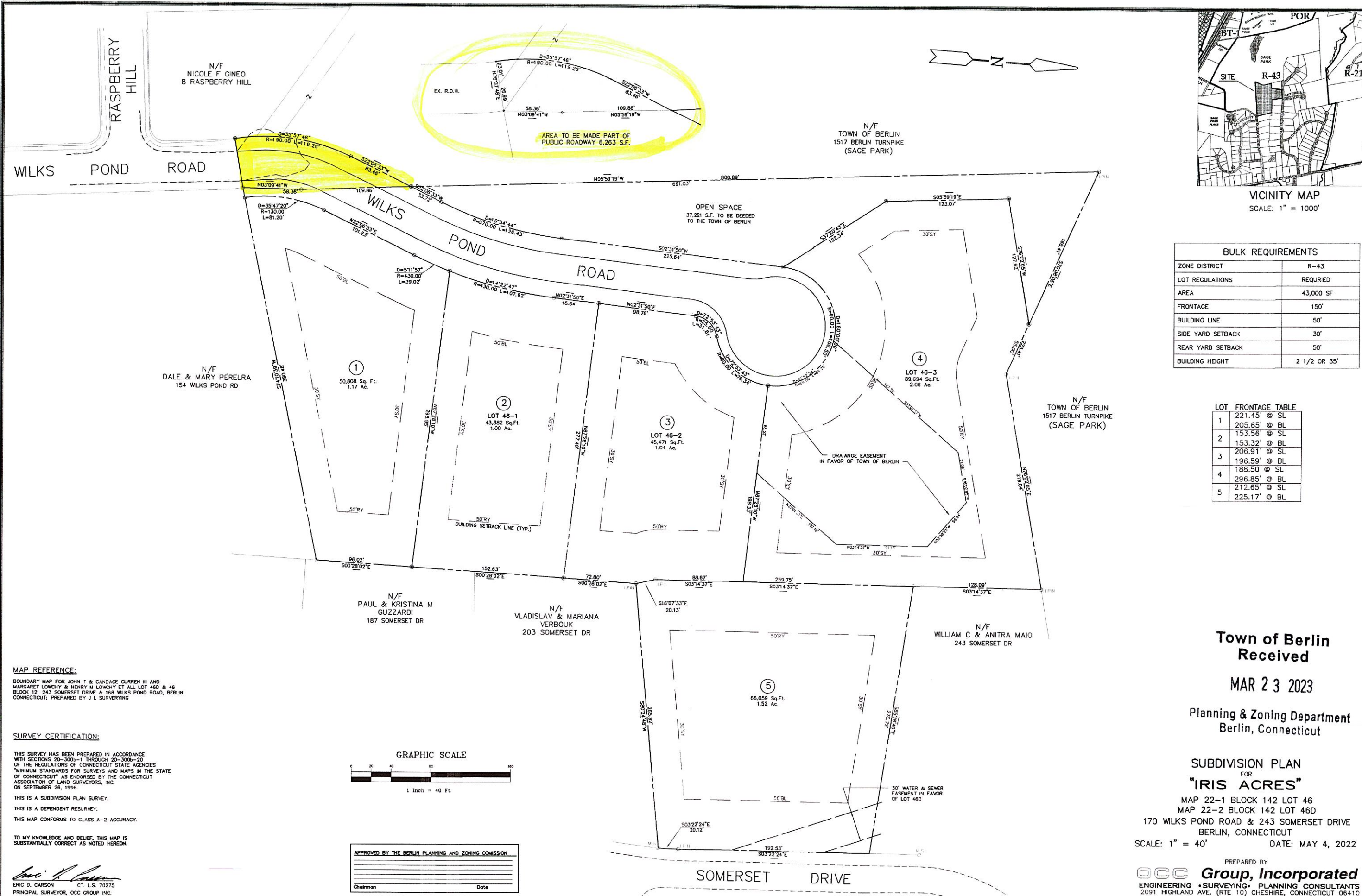
Proposed subdivision map with road extension and proposed open space dedication delineated.

**Prepared By:**

Maureen K. Giusti, AICP, Town Planner







VICINITY MAP  
SCALE: 1" = 1000'

BULK REQUIREMENTS	
ZONE DISTRICT	R-43
LOT REGULATIONS	REQUIRED
AREA	43,000 SF
FRONTAGE	150'
BUILDING LINE	50'
SIDE YARD SETBACK	30'
REAR YARD SETBACK	50'
BUILDING HEIGHT	2 1/2 OR 35'

LOT FRONTAGE TABLE	
1	221.45' @ SL
2	205.65' @ BL
3	153.56' @ SL
4	153.32' @ BL
5	206.91' @ SL
6	196.59' @ BL
7	188.50' @ SL
8	296.85' @ BL
9	212.65' @ SL
10	225.17' @ BL

**Town of Berlin**  
Received  
MAR 23 2023

Planning & Zoning Department  
Berlin, Connecticut

**SUBDIVISION PLAN**  
FOR  
**"IRIS ACRES"**

MAP 22-1 BLOCK 142 LOT 46  
MAP 22-2 BLOCK 142 LOT 46B  
170 WILKS POND ROAD & 243 SOMERSET DRIVE  
BERLIN, CONNECTICUT  
SCALE: 1" = 40' DATE: MAY 4, 2022

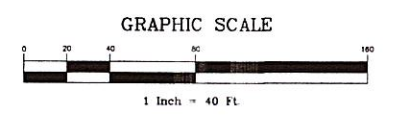
PREPARED BY  
**OCC Group, Incorporated**  
ENGINEERING • SURVEYING • PLANNING CONSULTANTS  
2091 HIGHLAND AVE. (RTE 10) CHESHIRE, CONNECTICUT 06410  
TEL (203) 250-PLAN FAX (203) 271-ASAP EMAIL OFFICE@OCCDESIGN.NEODXMAIL.COM

**MAP REFERENCE:**  
BOUNDARY MAP FOR JOHN T & CANDACE CURREN III AND MARGARET LOWCHY & HENRY M LOWCHY ET AL LOT 460 & 46 BLOCK 12; 243 SOMERSET DRIVE & 168 WILKS POND ROAD, BERLIN CONNECTICUT; PREPARED BY J L SURVEYING

**SURVEY CERTIFICATION:**  
THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THROUGH 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 28, 1996.  
THIS IS A SUBDIVISION PLAN SURVEY.  
THIS IS A DEPENDENT RESURVEY.  
THIS MAP CONFORMS TO CLASS A-2 ACCURACY.

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

*Eric D. Carson*  
ERIC D. CARSON CT. L.S. 70275  
PRINCIPAL SURVEYOR, OCC GROUP INC.



APPROVED BY THE BERLIN PLANNING AND ZONING COMMISSION

Chairman	Date



**Agenda Item No. 6**  
**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council

**FROM:** W. Lee Palmer, Interim Town Manager



**DATE:** October 9, 2024

**SUBJECT:** Authorization for a Section 8-24 Referral, to Apply for a State Open Space and Watershed Property Acquisition Grant, and to accept a Berlin Land Trust Donation Related to Acquisition of Parcel Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway

**SUMMARY OF AGENDA ITEM:**

With the encouragement of the Berlin Land Trust (BLT), the Town is pursuing the acquisition of the property known as Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway. This 15.74-acre parcel is owned by Amy Hurley and Mary Kate Fontanella and is contiguous to the Town's 420-acre Blue Hills Conservation Area. The owner is willing to sell the parcel to the Town for \$100,000. BLT has pledged to contribute \$20,000 toward the purchase price and has indicated that it may use up to \$7,000 of that amount for due diligence costs. The Town is also eligible to apply for a grant for up to 65% of Fair Market Value from the Connecticut Department of Energy and Environmental Protection's Open Space and Watershed Land Acquisition Program (OSWA). The Town Council previously authorized an expenditure of \$7,000 for an appraisal and other due diligence costs related to the acquisition of the parcel. There is a current grant solicitation for the OSWA grant program with an application deadline of December 2. The Town Assessor's market value for the property is \$282,100 but the property falls under Public Act 490, which is Connecticut's law (Connecticut General Statutes Sections 12-107a through 107-f) that allows farm, forest, or open space land to be assessed at its use value rather than its fair market or highest and best use value (as determined by the property's most recent "fair market value" revaluation) for purposes of local property taxation. The net assessment for the property is \$9,365. The market value of the property, for purposes of the grant, will be determined by a yellow book appraisal and a review appraisal. If the purchase price for the property supports that the Fair Market Value of the property is \$100,000 or more, then the projected Town costs for acquisition of the property could be offset by a state grant of up to \$65,000 and a Berlin Land Trust contribution of \$20,000. This would leave a net cost for the Town of acquisition for the Town of \$15,000 plus the cost of due diligence (appraisal, appraisal review, survey, title search and title insurance policy, legal, and environmental review) that is estimated at \$15,000 so the total Town cost would be around \$30,000 or about \$2,000 per acre. The Conservation Commission supports the proposed property acquisition.

There was discussion about adding off-street parking at the south end of Summit Wood Drive on adjacent Town property, but it was decided that no added parking is needed here at this time because there is not a trailhead at this location. Public access to this section of the Metacomet Trail in this area from Chamberlain Highway via an access and parking easement that the Town has on and through 2215 Chamberlain Highway. There is on-street parking on Summit Wood Drive and Linden Drive. Also, hikers of this section of the trail often park along Chamberlain

Highway in Meriden where the Metacomet Trail cross Chamberlain Highway. To access the Metacomet trailhead at the intersection of Orchard Road and Kensington Road, hikers could park at the Scheer Property parking area at the Community Garden. The Conservation Commission has also proposed adding a parking area at the location of the existing barns near this Orchard Road and Kensington Road trailhead at Town owned Map 20-3, Block 74C, Lot 14.

Acquisition of the property would expand the area of Blue Hills Conservation Area and preserve an additional portion of the scenic ridgeline that runs east of Chamberlain Highway in south Kensington. The Blue Hills Conservation Area is part of a larger open space corridor that extends south over City of Meriden and Meriden Water Department land to Castle Craig and then back to Edgewood Road in Berlin. The larger open space area is traversed by the New England National Scenic Trail (NET)/Metacomet trail and the path of the Trail in this area is on public land. The Metacomet Trail is not located on the 0 Chamberlain Highway property. There was discussion about scenic side trail off the Metacomet trail to this property, but the consensus is not to add a trail at this time.

To advance the process of considering acquisition of the property, the next steps are to refer the acquisition of the property to the Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes, to authorize the acceptance of a donation from the BLT in the amount to \$20,000 to assist in the acquisition of the parcel (such donation would be made on a matching basis with the Town for due diligence costs up to a maximum amount of \$7,000 with the balance donated at the closing of the purchase of the property), and to authorize the Town Manager to apply for a grant of \$65,000 from the Connecticut Department of Energy and Environmental Protection's Open Space and Watershed Land Acquisition Program.

### **FUNDING:**

The following local funding was already approved:

- 516.10.1014.0.54000.01606 Open Space (in lieu - fee) \$7,000
- 001.05.0507.0.59622.00000 Transfer to Other Funds - Local Match for Grants \$30,000

This agenda item would authorize acceptance of a donation of \$20,000 from the Berlin Land Trust and appropriate the donation to the Fontanella Property account (516.25.2545.0.54000.01627) in the Land Acquisition & Development Fund.

### **ACTION**

Move to refer the acquisition of Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway for open space use to the Planning and Zoning Commission for a report pursuant to section 8-24 of the Connecticut General Statutes, to authorize the acceptance of a donation from the Berlin Land Trust in the amount to \$20,000 to assist in the acquisition of the parcel (such donation would be made on a matching basis with the Town for due diligence costs up to a maximum amount of \$7,000 with the balance donated at the closing of the purchase of the property) and appropriate the donation to the Fontanella Property account in the Land Acquisition & Development Fund, and to authorize the Town Manager to apply for a grant of \$65,000 from the Connecticut Department of Energy and Environmental Protection's Open Space and Watershed Land Acquisition Program.

**ATTACHMENTS:**

1. Berlin Land Trust Letter.
2. Map set.
3. Assessor's card.
4. Conservation Commission Report

**PREPARED BY:**

Chris Edge, Economic Development Director *CE*





## Berlin Land Trust, Inc.

October 9, 2024

Sent by email

James Mahoney  
Town of Berlin  
240 Kensington Road  
Kensington, CT 06037

RE: Berlin Land Trust, Inc. – Grant to Town of Berlin - Fontanella parcel, Chamberlain Highway

Dear Jim:

Pursuant to your request for a clarification of our intent to award a grant of Twenty Thousand and 00/100 (\$20,000.00) Dollars to assist the Town of Berlin in the acquisition of the Fifteen (15) +/- acre Fontanella parcel on the Chamberlain Highway, please be advised that the grant of Twenty Thousand and 00/100 (\$20,000.00) Dollars can be awarded at the Town's request.

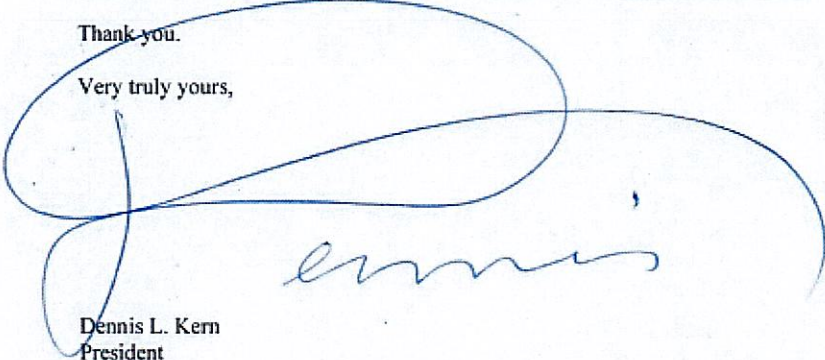
Therefore, if the town prefers, the grant may be given as follows:

1. A grant of up to Seven Thousand and 00/100 (\$7,000.00) Dollars to assist the Town in the costs of preparing an application for an OSHA grant – appraisals, title search, etc. This portion of the grant shall be paid upon the request of the Town for such assistance.
2. The payment of the balance at the closing for the parcel.

If the Town has any further questions or needs further clarification, please contact us accordingly.

Thank you.

Very truly yours,

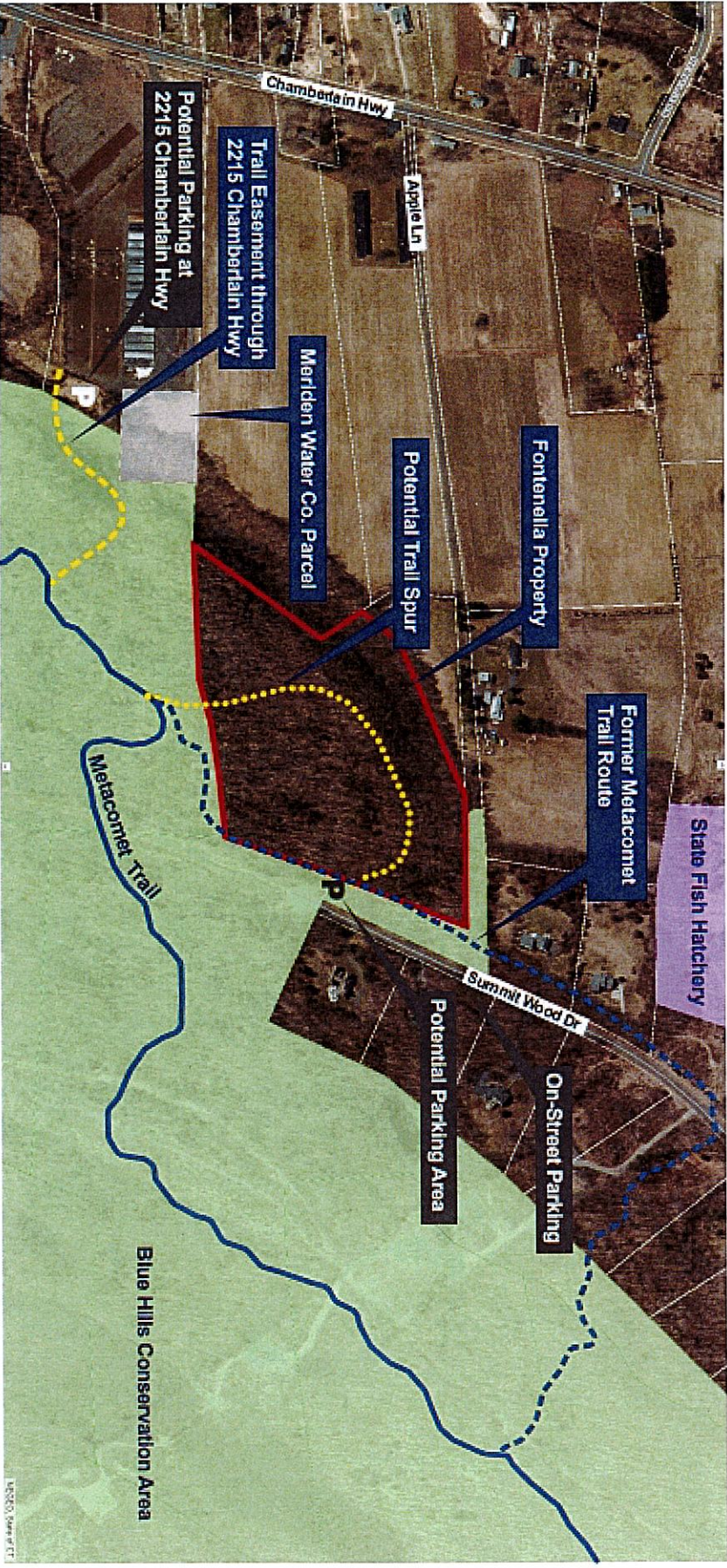


Dennis L. Kern  
President  
DLK/tt  
Copy: Board of Directors



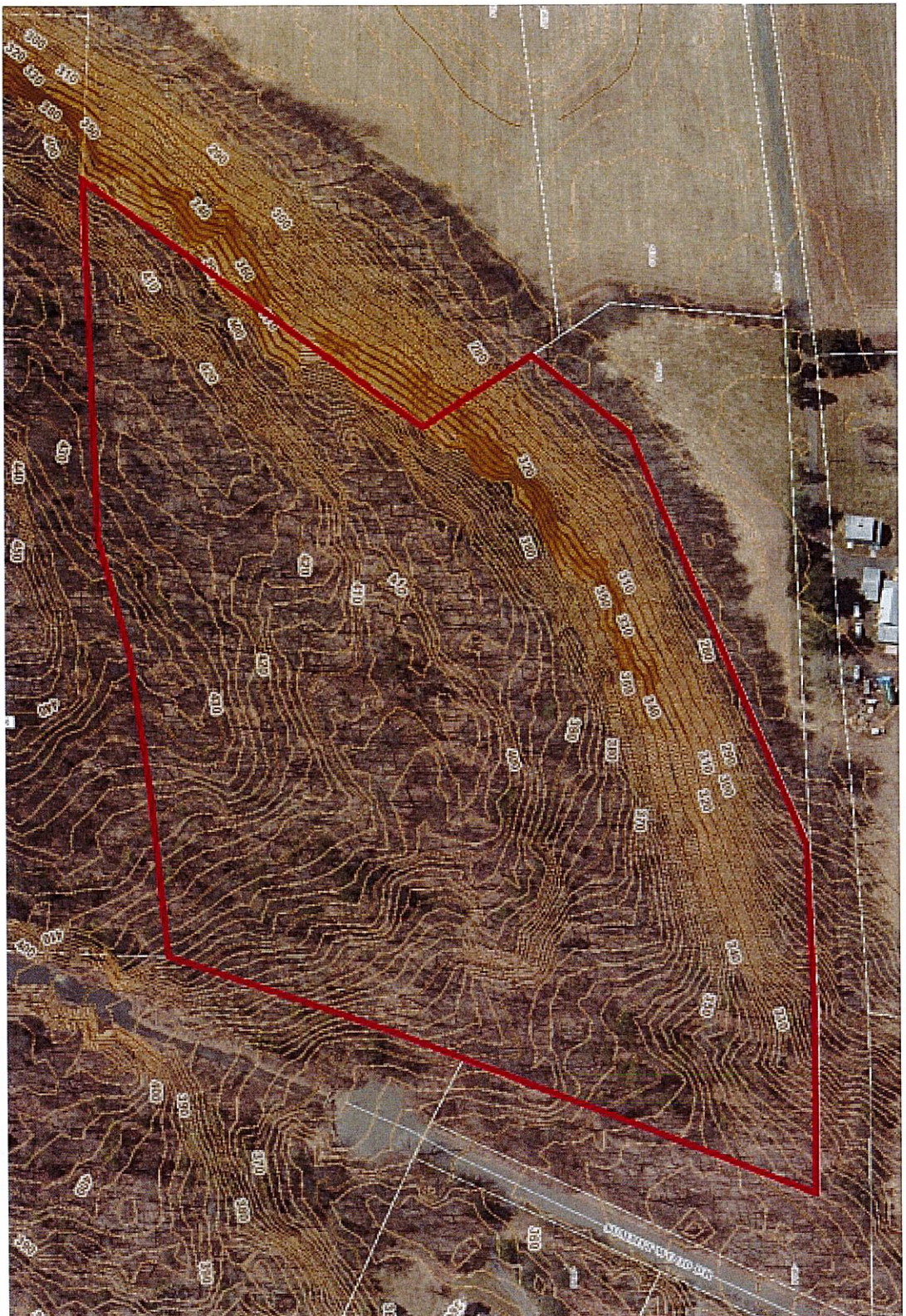






**Fontenella Property**  
Site Map





**Fontenella Property**  
Topography Map 





# Town of Berlin, CT

## Property Listing Report

Map Block Lot

25-4-74-49

Building # 1

PID 103866

Account

1461166

### Property Information

Property Location	0 CHAMBERLAIN HWY
Owner	FONTANELLA MARY KATE
Co-Owner	
Mailing Address	146 CHARLES ST CAMBRIDGE MA 02141
Land Use	6000 Tilable
Land Class	S
Zoning Code	MR-1
Census Tract	4002
District	0
Acreage	18.74
Utilities	UNKNOWN
Book / Page	0701/1007

### Photo



### Sketch

No Photo Available

### Primary Construction Details

Year Built	0
Building Desc.	Tilable
Building Style	UNKNOWN
Stories	
Occupancy	
Exterior Walls	
Exterior Walls 2	
Roof Style	
Roof Cover	
Interior Walls	
Interior Walls 2	
Interior Floors 1	
Interior Floors 2	

Heating Fuel	
Heating Type	
AC Type	
Bedrooms	0
Full Bathrooms	0
Half Bathrooms	0
Extra Fixtures	0
Total Rooms	0
Bath Style	
Kitchen Style	
Fin BSMT Area	
Fin BSMT Quality	
Fin BSMT Area 2	
Fin BSMT Qual 2	

BSMT Garages	0
Fireplaces	0
Whirlpool Tub	0
Building Use	Vacant
Building Condition	
Industrial / Commercial Details (*Residential Not Applicable)	
Heat / AC	NA
Frame Type	NA
Baths / Plumbing	NA
Ceiling / Wall	NA
Rooms / Pries	NA
Wall Height	NA
First Floor Use	NA

Report Created On 8/26/2024





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## Town of Berlin

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### Planning and Zoning Department

240 Kensington Road  
Berlin, Connecticut 06037  
[www.berlinct.gov](http://www.berlinct.gov)

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

## MEMORANDUM

**TO:** Berlin Town Council


**FROM:** Berlin Conservation Commission

**DATE:** October 9, 2024

**SUBJECT:** Proposed Acquisition of Open Space  
Property at 0 Chamberlain Highway / Map 25-4 Block 74 Lot 49

At its regular meeting of October 8, 2024, upon a motion of Karl Lewis, seconded by Robert Ramsey the Berlin Conservation Commission unanimously supported the Town acquisition of the above referenced property, specifically noting that the acquisition for open space will preserve priceless traprock ridgeline for future generations.

Maureen K. Giusti, AICP, Town Planner, 860-828-7060, [mgiusti@berlinct.gov](mailto:mgiusti@berlinct.gov)  
Alexa Gorlick, Assistant Town Planner, 860-828-7186, [agorlick@berlinct.gov](mailto:agorlick@berlinct.gov)  
Paul Morbidelli, Zoning Enforcement Officer, 860-828-7008, [pmorbidelli@berlinct.gov](mailto:pmorbidelli@berlinct.gov)  
Ashley Castellani, Land Use Administrator, 860-828-7066, [acastellani@berlinct.gov](mailto:acastellani@berlinct.gov)

**TO:** The Honorable Mayor and Town Council  
**FROM:** W. Lee Palmer, Interim Town Manager   
**DATE:** October 7, 2024  
**SUBJECT:** License Agreement Amendment for Newport Realty Group LLC and Affiliate Entities (Steele Center @ Farmington Ave)

**Summary of Agenda Item:**

The Town and Newport Realty Group, LLC entered into a License Agreement to allow Newport to work on the 55 Steele Boulevard site to install utilities, footings, and foundations in concert with the Town's engineered control project. A closing on the sale of the property to Newport will occur after the engineered control installation is complete. The license agreement will expire on December 31, 2024.

The Town's Engineered Control Project contractor, B&W Paving, has resumed work on the site. It is hoped that the Engineered Control project will be completed by the end of the year, but it is possible that it will not be completed by then. Therefore, an extension to the License Agreement between the Town and Newport is prudent.

**Funding:**

No additional funding is needed to extend the License.

**Actions Needed:**

Move to authorize the Interim Town Manager to enter into an amendment to the license agreement between the Town and Newport Realty Group, LLC to extend the license to a new termination date of December 31, 2025, subject to review and approval of Corporation Counsel.

**Attachments:**

None

**Prepared By:**

Christopher Edge, Economic Development Director 



**TO:** The Honorable Mayor and Town Council

**FROM:** W. Lee Palmer, Interim Town Manager



**DATE:** October 7, 2024

**SUBJECT:** Authorization for the Interim Town Manager to Enter into a Purchase and Sale Agreement with Vesta Corporation/O’Riordan Migani Architects regarding the former Knights of Columbus Property at 143 Percival Avenue for use as Senior Housing

**Summary of Agenda Item:**

The Town owns the former Knights of Columbus property at 143 Percival Avenue. The Town Council decided that the property would be a suitable location for affordable Senior Housing. The Town’s Affordable Housing Plan and Plan of Conservation support that there is a need in the community for affordable senior housing. The Town Council previously authorized the Town Manager to execute an Exclusive Negotiating Agreement on behalf of the Town with Vesta Corporation/O’Riordan Migani Architects and for the Interim Town Manager to execute and extension to the Exclusive Negotiating Agreement concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior. Vesta Corporation/O’Riordan Migani Architects are preparing project plans, applications to the Berlin Inland Wetlands and Watercourses Commission and the Berlin Planning and Zoning Commission, and an application for the Connecticut Department of Housing’s Development Engagement Process (related to project funding). Counsel for the Town and the Developer have prepared a Purchase and Sale Agreement, with contingencies, to recognize the Development Teams efforts to date and to help better position it to seek funding for the project. The requested action is to authorize the Interim Town Manager to execute a Purchase and Sale Agreement with contingencies, with Vesta Corporation/O’Riordan Migani Architects concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue.

Key terms and conditions of the Purchase and Sale Agreement include.

Price: Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00) per apartment unit contemplated by Purchaser and approved by Seller and Seller’s Planning & Zoning Commission to be constructed for the Project, whichever is less (the “Purchase Price”). The current plan is for 70 units so the purchase price would be \$437,500.

Housing for Elderly Persons Use and Affordability Provisions. Seller’ s obligation to sell Premises to Purchaser is conditioned on Purchaser entering into deed restrictions to limit the use of the Premises to Housing for Elderly Persons as described in section XI. Q. of the Zoning Regulations of the Town of Berlin such that all units in the development should meet the definition of affordable housing as stated in section II B of the Seller of Zoning Regulations



of the Town of Berlin. The affordable housing units will be units subject to binding recorded deeds containing covenants or restrictions that require such dwelling units be sold or rented at, or below, prices that will preserve the units as housing for which persons and families pay thirty percent (30%) or less of income, where such income is less than or equal to sixty percent (60%) of the median income or such price restrictions included in the Tax Fixing Agreement. Such covenant or restriction shall be for a duration of at least ninety-nine (99) years after issuance of a certificate of occupancy for the unit, which shall only be issued upon verification that the required deed covenant or restriction has been filed. In addition, such deed restrictions must at the time of filing comply with the income, rental or sale price limits, duration, and other requirements such that the unit satisfies the definition of an affordable housing unit pursuant Section 8-30g of the Connecticut General Statutes effective at the time of filing.

Future Property Transfers. Seller' s obligation to sell the Premises to the Purchaser shall be contingent on a deed restriction that prevents the Purchaser from transferring the Premises to a third party without prior written approval by the Seller.

Town Approval. Purchaser shall have received approval of this Agreement from Seller's Town Council after a referral to the Berlin Planning and Zoning Commission per section 8-24 of the Connecticut General Statutes, and the Purchaser shall have obtained all consents and approvals required to develop the Project as hereinafter set forth.

Local Approvals. Purchaser agrees to promptly determine which permits, consents and approvals are required from regulatory agencies and promptly apply for same. Purchaser receipt of final and non-appealable approval of the Project from the Seller's Inland Wetlands and Water Courses Commission and from its Planning and Zoning Commission, including site plan approval, special permit approval, and any zoning text or map amendments required for the development of the Project. Purchaser agrees to apply for Berlin Inland Wetlands and Water Courses Commission and Planning and Zoning Commission permits, including site plan approval, special permit approval, and any zoning text or map amendments required for the development of the Project, within 120 days of the Effective Date.

Financing. Provision to Seller by Purchaser of satisfactory evidence that Purchaser has applied for and obtained loans, grants and other funding needed to finance the Project. Purchaser shall make application for all such funding amounts within 180 days of the Effective Date. Purchaser shall keep Seller apprised of the status of the funding requests, and upon receipt of any such approval or denial, Purchaser shall promptly notify Seller thereof in writing.

Environmental Condition. Purchaser's satisfaction that (i) the Property and Seller are in compliance with all Laws relating to Hazardous Materials (as hereinafter defined) and (ii) there are no Environmental Claims (as hereinafter defined) pending, or threatened, with regard to the Property.

Tax Fixing Agreement. Purchaser shall have obtained the Tax Fixing Agreement for the Property with terms acceptable to both parties. An application for a Tax Fixing Agreement shall be made by Purchaser to Seller's Town Council within 180 days of the Effective Date.

**Funding:**

None.

**Action Needed:**

Move to authorize the Interim Town Manager to execute a Purchase and Sale Agreement with contingencies with Vesta Corporation/O’Riordan Migani Architects concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing, subject to review and approval by Corporation Counsel.

**Attachments:**

1. Draft Purchase and Sale Agreement
2. Development concept plan.

**Prepared By:**

Chris Edge, Economic Development Director *CE*

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into effective as of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the **TOWN OF BERLIN, CONNECTICUT**, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, and having an address of 240 Kensington Road, Berlin, Connecticut 06037 ("Seller"), and **VESTA CORPORATION**, a Connecticut corporation having an address of 175 Powder Forest Drive, Weatogue, Connecticut 06089, and **O'RIORDAN MIGANI ARCHITECTS LLC**, a Connecticut limited liability company whose address is 22 Bank Street, Seymour, Connecticut 06483 (collectively, and their collective assigns as permitted below, the "Purchaser").

### WITNESSETH:

This Agreement is based upon the following recitals:

A. Seller is the owner of that certain real property being approximately 4.66 acres and having an address of 143 Percival Avenue, Berlin, Connecticut, together with all tenements, easements, hereditaments, privileges, and appurtenances appertaining thereto, and all items set forth in Article I hereof as the "Property."

B. Seller desires to sell and Purchaser desires to purchase the Property for purposes of constructing an affordable senior housing project (the "Project"), to be developed in single phase, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) each paid to the other and the mutual covenants and agreements of each party to the other hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

### ARTICLE I PROPERTY

As used herein, the term "Property" shall be deemed to include Seller's entire right, title and interest in and to:

A. Certain land (the "Real Property") situated in the Town of Berlin, County of Hartford and State of Connecticut, commonly known as 143 Percival Avenue, consisting of approximately 4.66 acres, and more specifically described in Exhibit A attached hereto;

B. The buildings, parking areas, improvements, and fixtures now situated on the Real Property (the "Improvements");

C. All furniture, personal property, machinery, apparatus, and equipment, if any, owned by Seller and currently used in the operation, repair and maintenance of the Real Property and Improvements and situated thereon (collectively, the "Personal Property"), subject to depletions, replacements and additions in the ordinary course of Seller's business;

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D. All easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Real Property, if any (the "Appurtenances");

E. All transferable consents, authorizations, variances, waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality relating to the Real Property, to the extent any exist (collectively, the "Approvals");

F. Any pending or future award made in condemnation or to be made in lieu thereof, and any unpaid award for damage to the Real Property; and

G. The use of appurtenant easements, whether or not of record, strips and rights-of-way abutting, adjacent, contiguous, or adjoining the Real Property.

## ARTICLE II PURCHASE AND SALE: PURCHASE PRICE

Subject to the terms and conditions of this Agreement, at closing of the sale of the Property (the "Closing"), Seller will convey the Property to Purchaser by executing and delivering to the Title Company (as hereinafter) a Quit Claim Deed (the "Deed") in the form attached hereto at Exhibit B. The total purchase price for the Property shall be Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00) per apartment unit contemplated by Purchaser and approved by Seller and Seller's Planning & Zoning Commission to be constructed for the Project, whichever is less (the "Purchase Price"). The "Title Company" is CATIC Commercial, 185 Asylum Street, Hartford, Connecticut 06103, Attention: Michael Caron, [mcaron@catic.com](mailto:mcaron@catic.com), 860-513-3190.

## ARTICLE III CONTINGENCIES

### 3.1 The Project.

(a) Development Plan. Purchaser intends to submit to the Seller for review a draft development plan (the "Development Plan") for the Project including: (i) a site plan; (ii) typical floor plans; (iii) the mix and ratio of uses; (iv) density; (v) architectural style; (vi) the type and extent of public uses; (vii) an analysis of development sources and uses, and an operating pro forma, and (viii) identification of any zoning text or map amendments required for the Project.

(b) The Parties acknowledge that several factors will greatly impact the finalization of the Development Plan including the design and proposed timing of the redevelopment of the Site by the Purchaser, and that the Parties will collaborate in good faith to:

- a. Undertake a Community Engagement Process to inform the final Project design.
- b. Review the Town's Zoning Regulations to identify map or text changes that would be needed to meet the goals of the development; and

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- c. Engage in communications with funding agencies including the Connecticut Department of Housing and the Connecticut Housing Finance Authority, to secure funding needed for the Project.

(c) Town Tasks. During the Due Diligence Period (hereafter defined), the Town shall reasonably support the Purchaser in its effort to determine if the Property is suitable and appropriate for the construction and operation of the development contemplated by this Agreement. Specifically, but without limitation, the Town shall: (i) provide the Purchaser with relevant information the Town has in its possession related to the Site that affects its development potential, (ii) assist the Purchaser in determining permits and other regulatory requirements needed for the potential development, (iii) review development concepts provided by the Purchaser in a timely manner and provide feedback prior to the expiration of this agreement and (iv) work with Purchaser to develop a tax fixing agreement for the Property reasonable acceptable to Purchaser and the Seller (the "Tax Fixing Agreement").

3.2 Seller's obligations under this Agreement are subject to each of the following conditions (collectively, the "Seller's Conditions"):

(a) Purchase Price. Purchaser shall have tendered the Purchase Price to the Title Company at Closing.

(b) Housing for Elderly Persons Use and Affordability Provisions. Seller's obligation to sell the Premises to Purchaser is conditioned on Purchaser entering into deed restrictions to limit the use of the Premises to Housing for Elderly Persons as described in section XI. Q. of the Zoning Regulations of the Town of Berlin such that all units in the development should meet the definition of affordable housing as stated in section II B of the Seller of Zoning Regulations of the Town of Berlin. The affordable housing units will be units subject to binding recorded deeds containing covenants or restrictions that require such dwelling units be sold or rented at, or below, prices that will preserve the units as housing for which persons and families pay thirty percent (30%) or less of income, where such income is less than or equal to sixty percent (60%) of the median income or such price restrictions included in the Tax Fixing Agreement. Such covenant or restriction shall be for a duration of at least ninety-nine (99) years after issuance of a certificate of occupancy for the unit, which shall only be issued upon verification that the required deed covenant or restriction has been filed. In addition, such deed restrictions must at the time of filing comply with the income, rental or sale price limits, duration, and other requirements such that the unit satisfies the definition of an affordable housing unit pursuant Section 8-30g of the Connecticut General Statutes effective at the time of filing.

(c) Future Property Transfers. Seller's obligation to sell the Premises to the Purchaser shall be contingent on a deed restriction that prevents the Purchaser from transferring the Premises to a third party without prior written approval by the Seller for the fifteen (15) year period immediately following the issuance of the certificate of occupancy or such shorter period, to be not less than ten (10) years, if the tax credit investor requires a shorter period.

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(d) Closing Documents. Purchaser shall have tendered at Closing all Closing Documents to which Purchaser is a party.

(e) Compliance with Agreement. Purchaser shall have performed and complied in all material respects with its covenants and obligations under this Agreement.

(f) Representations and Warranties. All of Purchaser's representations and warranties under this Agreement are true and correct in all material respects as of the Closing Date.

(g) Town Approval. Purchaser shall have received approval of this Agreement from Seller's Town Council after a referral to the Berlin Planning and Zoning Commission per section 8-24 of the Connecticut General Statutes, and the Purchaser shall have obtained all consents and approvals required to develop the Project as hereinafter set forth.

(h) Local Approvals. Purchaser agrees to promptly determine which permits, consents and approvals are required from regulatory agencies and promptly apply for same. Purchaser agrees to apply for Berlin Inland Wetlands and Water Courses Commission and Planning and Zoning Commission permits, including site plan approval, special permit approval, and any zoning text or map amendments required for the development of the Project, within 120 days of the Effective Date and shall diligently prosecute said applications until receipt of a non-appealable order.

(i) Financing. Provision to Seller by Purchaser of satisfactory evidence that Purchaser has applied for and obtained loans, grants and other funding needed to finance the Project. Purchaser shall make application for all such funding amounts within 180 days of the Effective Date. Purchaser shall keep Seller apprised of the status of the funding requests, and upon receipt of any such approval or denial, Purchaser shall promptly notify Seller thereof in writing.

If any of the Seller's Conditions are not satisfied as of the date of the Closing or such earlier date as specified herein, Seller shall have the right in its discretion to (i) terminate this Agreement upon thirty (30) days' prior written notice to Purchaser and in the event that Purchaser has not satisfied all conditions to Seller's reasonable satisfaction within such 30-day period, or such later time as Purchaser shall reasonably request, and all obligations of the parties hereto shall thereupon cease and this Agreement shall thereafter be of no further force and effect, except for any provision of this Agreement that expressly survives termination, or (ii) waive the failed condition and consummate Closing.

3.3 Purchaser's obligations hereunder shall further be contingent on Purchaser's satisfaction on or before that date which is 21 months from the Effective Date (the "Due Diligence Period") of the following:

(a) Environmental Condition. Purchaser's satisfaction that (i) the Property and Seller are in compliance with all Laws relating to Hazardous Materials (as hereinafter

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defined) and (ii) there are no Environmental Claims (as hereinafter defined) pending, or threatened, with regard to the Property.

(b) Property Matters. (i) Purchaser's satisfaction with its review of the Property including such tests, investigations, surveys, inquiries and due diligence as Purchaser shall deem necessary or appropriate to determine if the Property is suitable and appropriate for the construction and operation of the Project; copies of any reports issued in connection with this section are to be provided to the Seller; and (ii) Purchaser's satisfaction with the availability of necessary utilities and functional and appropriate ingress and egress to the Property from the street.

(c) Permits. Purchaser receipt of all necessary permits and approvals from the Seller and other governmental entities that will be required for the construction, development and operation of the Project.

(d) Local Approvals. Purchaser receipt of final and non-appealable approval of the Project from the Seller's Inland Wetlands and Water Courses Commission and from its Planning and Zoning Commission, including site plan approval, special permit approval, and any zoning text or map amendments required for the development of the Project.

(e) Financing. Purchaser shall have obtained loans, grants and other funding needed to finance the Project in Purchaser's reasonable estimation. Purchaser shall make timely application for all such funding amounts. Purchaser shall keep Seller apprised of the status of the funding requests, and upon receipt of any such approval or denial, Purchaser shall promptly notify Seller thereof in writing.

(f) Tax Fixing Agreement. Purchaser shall have obtained the Tax Fixing Agreement for the Property with terms acceptable to both parties. An application for a Tax Fixing Agreement shall be made by Purchaser to Seller's Town Council within 180 days of the Effective Date.

The parties acknowledge that the Project timing may be further affected by the process of obtaining regulatory or funding determinations from entities such as the Connecticut Department of Housing, Connecticut Housing Finance Authority, and Town Boards and Commissions with respect to the Site and its use. If, prior to the end of the Due Diligence Period, in Purchaser's reasonable estimation (i) the foregoing contingencies have not been met or cannot be met within such Due Diligence Period, (ii) Purchaser discovers that the Property and/or Seller are not in compliance with all Laws relating to Hazardous Materials or (iii) Purchaser discovers that there are Environmental Claims pending, or threatened, with regard to the Property, then Purchaser shall have the right in its discretion to (i) terminate this Agreement upon written notice to Seller, and all obligations of the parties hereto shall thereupon cease and this Agreement shall thereafter be of no further force and effect, except for any provision of this Agreement that expressly survives termination, or (ii) waive the failed condition and consummate Closing (except for failure to obtain Town Approvals which shall require Seller consent to proceed to Closing). Notwithstanding the foregoing, in the event that the foregoing contingencies have not been met by the end of the Due Diligence Period, Purchaser shall have the option, by giving written notice

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to Seller on or before 5:00 pm eastern time on the last day of the Due Diligence Period, to extend the Due Diligence Period for a period of thirty (30) days following the end of the initial Due Diligence Period (the "Extended Due Diligence Period"). In the event that Purchaser extends the Due Diligence Period for the Extended Due Diligence Period, and the foregoing contingencies are still not satisfied by the end of the Extended Due Diligence Period, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller on or before 5:00 pm eastern time on the last day of the Extended Due Diligence Period, and all obligations of the parties hereto shall thereupon cease and this Agreement shall thereafter be of no further force and effect, except for any provision of this Agreement that expressly survives termination. In the event of termination of this Agreement by Purchaser and if requested by Seller, Purchaser agrees to provide Seller with paper and electronic copies of all Project documents and its unconditional approval for the use by Seller of all documents, and release from its consultants to allow Seller to use said documents and to provide them for future use by other parties that may acquire the Property from Seller in the future, and Seller agrees to pay Purchaser for 50% of the Purchaser's actual out of pocket costs for each such Project document, up to a maximum aggregate amount of \$100,000.

#### ARTICLE IV TITLE

4.1 Within ten (10) days of the Effective Date, Purchaser is to obtain a commitment from the Title Company to issue to Purchaser (the "Commitment"), at the Closing, an ALTA Owner's Policy of Title Insurance (07-01-2021) (the "Owner's Policy"), in the amount of the Purchase Price, insuring title to the Real Property to be in good and marketable condition, free and clear of any liens and encumbrances except (i) easements, restrictions, covenants and agreements of record which shall not, in Purchaser's sole and absolute discretion, be inconsistent with or make unduly expensive or burdensome Purchaser's use of the Property for the Project subsequent to the Closing, (ii) the lien of taxes not yet due and payable, and (iii) zoning ordinances (collectively, the "Permitted Exceptions"). Purchaser may obtain, at its sole cost an expense an ALTA/ACSM survey of the Property ("Survey") prepared by a surveyor acceptable to Purchaser within 120 days of the Effective Date.

4.2 If written objection to the Commitment or Survey is made by Purchaser or Purchaser's attorney within thirty (30) days following Purchaser's receipt of the Commitment and/or the Survey, Seller shall have the right (but not the obligation) to cure Purchaser's objections within fifteen (30) days from the time that Seller is notified in writing of the particular defect(s) claimed by providing Purchaser with a revised Commitment evidencing that such defect has been remedied and/or insured over in a manner satisfactory to Purchaser and its lender. All items shown in the Commitment and/or Survey to which Purchaser does not object by notice to Seller by the dates specified herein, shall be deemed to be Permitted Exceptions. If Seller is unable to obtain (or elects not to obtain) such revised Commitment and/or Survey within said fifteen (30) day period, then Purchaser, as Purchaser's sole and exclusive remedy, shall have the right (a) to proceed with the purchase of the Property, in which event the Deed covering the Property will be executed and delivered subject to any such defects (which shall be deemed to be Permitted

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Exceptions); or (b) to terminate this Agreement, in which case neither Seller nor Purchaser shall have any further obligations or liability under this Agreement except for any obligations which expressly survive termination of this Agreement. At Closing (as hereinafter defined), Purchaser shall cause the Commitment to be updated to the Closing Date subject only to the Permitted Exceptions, and shall cause the Owner's Policy, the cost of which shall be paid pursuant to Section 10.3, to be issued to Purchaser pursuant to such updated Commitment. Notwithstanding the foregoing, Seller shall be obligated to remove (i) all monetary liens, judgments and encumbrances affecting the Property, including without limitation, mortgages, deeds of trust, financing statements, and other loan documents, evidencing any indebtedness owed by Seller, (ii) mechanic's liens, and (iii) general and special taxes and assessments or other government charges which are due and payable as of Closing.

#### ARTICLE V CLOSING

If this Agreement is not terminated as provided herein, the transaction contemplated under this Agreement shall be consummated by the parties by escrow through the Title Company within the sixty (60) day period following the Due Diligence Period, on the date designated by Purchaser (the "Closing Date"). Items of income and expense will be prorated at Closing in accordance with Article 10 hereof. At such time as the Title Company has all required documents and all required funds, the Title Company shall disburse the funds in its possession and deliver the closing documents to the respective parties hereunder. At Closing, Seller shall deliver possession of the Property to Purchaser.

#### ARTICLE VI SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser the following as of the date hereof:

6.1 Seller is a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut. Seller has full power and authority to execute and deliver this Agreement and perform all of its obligations under this Agreement. Unless specifically noted in this Agreement, all consents, authorizations and approvals which may be required in order for Seller to enter into this Agreement or consummate the transactions contemplated hereby have been obtained. The person executing this Agreement on behalf of Seller has been duly authorized and empowered to bind Seller to this Agreement. This Agreement, and each other document required to be delivered by Seller hereunder, when executed and delivered by Seller, shall constitute the valid and binding agreement of Seller and be enforceable against Seller in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or regulations presently or hereafter in effect which affect the enforcement of creditors' rights generally.

6.2 The consummation of the transactions contemplated hereby will not conflict with, result in a breach of, permit any party to terminate or accelerate the provisions of, or

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result in the imposition of any lien, encumbrance or restriction upon the property or assets of Seller under (i) the provisions of any agreement to which Seller is a party, or (ii) any law or judgment of any court or governmental agency or authority having jurisdiction over Seller.

6.3 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws (i) contemplated or filed by Seller or pending against Seller, related to the Property.

6.4 Seller has maintained various policies of fire, liability, and other forms of insurance for the Property as is, and Seller is providing to Purchaser certificates evidencing such policies. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid, and no notice of cancellation or termination has been received with respect to any such policy. Such policies are and will remain in full force and effect through the Closing Date.

6.5 Seller has not received any written notice of nor does it have actual knowledge of any existing or threatened condemnation or other legal action of any kind involving the Seller and/or Property.

6.6 Seller has not contracted for any goods, services or employment which will bind Purchaser as a successor in interest with respect to the Property unless Purchaser elects to have the Company take an assignment of same at Closing.

6.7 Seller has received no written notice from any applicable government agency (i) of any current material violation by the Property of any laws, ordinances or regulations applicable to the Property, and Seller is in compliance with any past notices of past violations; or (ii) that any work is required to be done upon or in connection with the Property, where such work remains outstanding.

6.8 The parties acknowledge that the building now on the Property is vacant, boarded up, and unsuitable for continued use and that Purchaser intends to demolish this building. Except (a) as may be provided in the environmental reports set forth on Schedule 6.9 and (b) the aforementioned unsuitability of the use of the vacant building on the Property, to Seller's knowledge, the Property is in compliance with all Laws relating to Hazardous Materials, which compliance includes, but is not limited to, the possession by Seller of all permits and other governmental authorities required under applicable laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. Seller is not aware of nor has it received written notice of any Environmental Claim pending, or threatened, with regard to the Property. To Seller's knowledge, there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including, without limitation, persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

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"Environmental Claim" means any and all actions (including, without limitation, investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under, or about the Property or properties adjacent thereto.

"Hazardous Materials" shall mean any chemical, substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or which has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Connecticut, County of Hartford or the Town of Berlin.

6.9 To the best of its knowledge, the deliveries provided by Seller are true and correct in all material respects.

If at any time after the Effective Date, Seller becomes aware of any fact or information which makes any of the representations and warranties of Purchaser contained in this Agreement to become untrue in any material respect, Seller shall promptly disclose such fact in writing to Purchaser. If Seller has taken no willful act which is not permitted under this Agreement to cause the representation to become untrue in any material respect, Seller shall not be in default under this Agreement and the sole remedy of the Purchaser shall be to either: (i) proceed to close on the purchase of the Property with knowledge of the facts or information, in which event Seller shall have no liability with respect to such breach; or (ii) terminate this Agreement within five (5) business days after the date on which Purchaser becomes aware of such fact upon written notice to Seller, and the parties hereto shall have no further obligations under this Agreement except for those obligations that survive termination of this Agreement. If Seller performs any act which is not permitted under this Agreement to cause the representation to become untrue in any material respect, then Purchaser shall have the right to terminate this Agreement and Purchaser shall have all rights as provided under Section 9.2 of this Agreement. Subject to the limitations set forth below, Seller will indemnify, defend and hold Purchaser harmless from and against any loss, cost, liability or expense (including reasonable attorneys' fees and costs) incurred as a result of a breach of any of the foregoing warranties contained in this Article VI. Notwithstanding any other provision of this Agreement to the contrary, the representations and warranties of Seller set forth in this Article VI or elsewhere in this Agreement shall survive the Closing Date for a period of twelve (12) months thereafter.

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If Purchaser believes it has a claim against Seller for a breach of any of the representations and warranties of Seller set forth in Article VI or elsewhere in this Agreement in excess of \$25,000 (each, an "R&W Claim"), Purchaser shall deliver to Seller written notice of the R&W Claim setting forth with reasonable specificity the nature and, if determined, amount of the R&W Claim, and the Section(s) of the Agreement pursuant to which such R&W Claim is made (a "Claim Notice"). Any Claim Notice shall be sent to Seller within ten (10) days of the date upon which Purchaser discovered or reasonably should have discovered the existence of the R&W Claim. If Purchaser delivers a Claim Notice, Seller shall have a period of ten (10) days within which to respond to such R&W Claim and to notify Purchaser whether or not it accepts liability for such R&W Claim. If Seller accepts liability for such R&W Claim, Seller shall pay Purchaser the amount of such R&W Claim within thirty (30) days after Seller's receipt of the Claim Notice. If Seller does not respond within ten (10) days of receiving a Claim Notice, Seller shall be deemed to have denied liability for the R&W Claim. If Seller denies liability for an R&W Claim, Purchaser shall be free to pursue such remedies as may be available to Purchaser at law or under this Agreement.

#### ARTICLE VII PURCHASER'S REPRESENTATIONS AND WARRANTIES.

Purchaser represents and warrants to Seller the following as of the Effective Date and the Closing Date:

7.1 Entity and Authorization Matters. Purchaser is duly organized and validly existing under the laws of the state of its organization. Purchaser has full power and authority to execute and deliver this Agreement and perform all of its obligations under this Agreement. All consents, authorizations and approvals which may be required in order for Purchaser to enter into this Agreement or consummate the transactions contemplated hereby, including without limitation any necessary member or manager approvals, have been obtained (other than for the assumption of the Existing Loan). The people executing this Agreement on behalf of Purchaser have been duly authorized and empowered to bind Purchaser to this Agreement. This Agreement, and each other document required to be delivered by Purchaser hereunder, when executed and delivered by Purchaser, shall constitute the valid and binding agreement of Purchaser and be enforceable against Purchaser in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or regulations presently or hereafter in effect which affect the enforcement of creditors' rights generally.

7.2 No Conflict with or Breach of Other Agreements. Neither the execution and delivery of this Agreement, nor the incurrence of the obligations herein set forth, nor the consummation of the transactions provided for herein, nor compliance with the terms of this Agreement, conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness, or any indenture, mortgage, deed of trust, loan agreement, lease, or other material agreement or instrument to which Purchaser is a party.

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The representations and warranties of Purchaser shall survive the Closing Date and the recordation of the Deed for a period of twelve (12) months thereafter.

ARTICLE VIII  
CONDITION OF THE PROPERTY - AS IS CONVEYANCE; PURCHASER  
INVESTIGATIONS.

8.1 PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS EXPERIENCED IN ACQUIRING, OWNING, DEVELOPING, MARKETING, LEASING, OPERATING, MANAGING AND SELLING PROPERTIES SIMILAR TO THE PROPERTY, AND THAT PURCHASER HAS, PRIOR TO ITS EXECUTION HEREOF, OR PRIOR TO THE CLOSING DATE, INSPECTED, TESTED, STUDIED, REVIEWED AND INVESTIGATED THE PROPERTY TO ITS REASONABLE SATISFACTION, AND THAT PURCHASER IS, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RELYING SOLELY THEREON IN MAKING ITS DECISION TO ACQUIRE THE PROPERTY.

8.2 EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN OR IN ANY CLOSING DOCUMENTS, PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL AND ENVIRONMENTAL NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT PURCHASER MAY ELECT TO CONDUCT THEREON AND/OR THE ABSENCE OF ANY HAZARDOUS SUBSTANCES THEREON; (B) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, STATUTES, ORDINANCES, RULES, REQUIREMENTS OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS; (C) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE; (D) THE ECONOMIC VIABILITY OR MARKETABILITY OF THE PROPERTY; (E) TAX MATTERS PERTAINING TO THE TRANSACTION CONTEMPLATED HEREBY; (F) THE ACCURACY OR COMPLETENESS OF ANY REPORTS OR OTHER INFORMATION FURNISHED BY SELLER TO PURCHASER WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ENGINEERING, ENVIRONMENTAL OR OTHER REPORTS, STUDIES OR INVESTIGATIONS; (G) ZONING; (H) VALUATION; (I) HABITABILITY; (J) MERCHANTABILITY; OR (K) SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND IN ANY CLOSING DOCUMENTS. OTHERWISE, UPON THE TRANSFER OF THE PROPERTY PURCHASER SHALL ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS", "WITH ALL FAULTS"

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CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.

Purchaser shall have the right during the term of this Agreement to enter the Property to undertake, at its sole cost and expense, site, engineering, appraisal, and such other inspection analyses and studies of the Property. Such investigations may be conducted by Purchaser or any designee of Purchaser, including, without limitation, engineers, accountants, architects and Purchaser's employees, during normal business hours and upon reasonable prior notice to Seller or its designated agents. Notwithstanding any other provision of this Agreement to the contrary, (i) Purchaser shall conduct its investigations so as not to unreasonably disturb or interfere with Seller's operations. Purchaser shall indemnify, defend and hold Seller, its members, managers, principals, employees and agents harmless from and against any claim, loss, cost, liability or expense (including reasonable attorneys' fees) incurred by Seller or any of its members, managers, principals, employees or agents as a result of personal injury or property damage suffered as a result of any activities of Purchaser or its authorized representatives on the Property in connection with such inspections, studies and tests; provided, however, Purchaser shall have no obligation or liability in connection any condition at the Property existing prior to such entry unless Purchaser or its agents exacerbates such condition. Purchaser shall repair any damage caused by Purchaser and restore any portion of the Real Property or improvements disturbed by any such inspections, studies and tests to substantially the condition existing immediately before such inspection, study or test. Notwithstanding any other provision of this Agreement to the contrary, the foregoing indemnification obligation of Purchaser shall survive Closing or any termination of this Agreement. At any time during the term of this Agreement, Purchaser shall have the right, at its expense, personally or by such engineers, architects, environmental scientists, accountants or other parties as Purchaser may designate, to inspect the Property, and all physical components, and all engineering reports, permit, license, approval, environmental reports pertaining to Seller's use, ownership and operation of the Property (collectively, "Records"). Purchaser shall give Seller not less than 48 hours' notice ("Inspection Notice") prior to any inspection of the Property. Purchaser shall provide a copy of any written inspection, test, report or summary to Seller within 30 days of its receipt thereof.

Purchaser shall indemnify, defend and hold the Town, its employees, officers, agents and representatives harmless from and against any loss, damages, cost, expense, demand, action, cause of action or claim for damages to person or property arising from any activity of Purchaser, its employees, officers, agents, representatives, contractors, subcontractors or consultants on the Property.

Prior to accessing the Site, the Purchaser and its consultants shall provide the Seller certificates of insurance evidencing in place Commercial General Liability, Workers compensation, and commercial automobile insurance, and such other insurance as is commercially reasonable, issued by a company or companies lawfully authorized to do business in the State of Connecticut and in strict accordance with the requirements of this subsection and the Contract Documents. Insurance Companies are required to have at least an "A VIII" policyholders rating by Best Publication's latest Ratings Guide.

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All Certificates of Insurance should specify that the Seller will receive 30 days' written notice for non-renewal or cancellation. The insurance shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include contractual liability insurance. The complete project title shall be shown on the insurance certificates and policies issued for this work. The Purchaser shall name the Seller as an "additional insured" on the Commercial General Liability policy.

The policy shall be written on an "occurrence" basis. "Claims made" policies or policies with "sunset" clauses are not acceptable.

Workmen's Compensation	Statutory
Employer's Liability:	
Each occurrence or accident	500,000
Each disease, each employee	\$500,000
Aggregate disease	\$500,000
Commercial General Liability	
Occurrence	\$1,000,000
General aggregate	\$2,000,000
Products/completed ops aggregate	\$2,000,000
Umbrella Excess Liability – each occurrence	\$2,000,000
Automobile Liability – combined single limit each accident	\$1,000,000

Contractual Liability - Same limits as specified above.

The Purchaser shall furnish one copy each of the Certificates of Insurance herein required, which shall specifically set forth evidence of all coverage required. The form of the certificate shall be Certificate of Insurance, AIA Document G705 or similar form approved by the Seller. The Purchaser shall furnish to the Seller copies of any endorsements that are subsequently issued amending coverage or limits.

The Purchaser shall be responsible for purchasing and maintaining such insurance as will protect the Seller against claims which may arise from operations on the Property and other liability for damages which the Purchaser is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Seller and shall be the same limits set forth above.

If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Purchaser shall pay costs not covered because of such deductibles. If the Purchaser should elect, with the concurrence of the Seller, to increase the minimum deductibles above the amounts so identified, the Purchaser shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

8.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PARTIES EXPRESSLY AGREE THE WAIVERS AND RELEASES CONTAINED IN THIS ARTICLE VIII OR ELSEWHERE IN THIS AGREEMENT ARE NOT INTENDED TO, AND SHALL NOT, IN ANY MANNER WHATSOEVER RELEASE OR DISCHARGE SELLER FROM: (A) THOSE REPRESENTATIONS AND WARRANTIES OF SELLER

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SET FORTH IN ARTICLE VI ABOVE; (B) FRAUD; OR (C) PERSONAL INJURY (I.E., SLIP AND FALL) CLAIMS DURING OPERATION, MANAGEMENT, OR USE OF THE PROPERTY BY SELLER PROVIDED THE CLAIM DOES NOT RELATE TO THE ACTION OR FAILURE TO ACT OF PURCHASER OR PURCHASER'S EMPLOYEES, AGENTS REPRESENTATIVE, OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF PURCHASER. THE RELEASE AND DISCHARGE SET FORTH IN THIS AGREEMENT IS NOT INTENDED TO, AND SHALL NOT, PROHIBIT AN ACTION TO ENFORCE OR INTERPRET THIS AGREEMENT. THE PARTIES ALSO EXPRESSLY AGREE THAT NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHTS AS A MUNICIPALITY, INCLUDING ITS RIGHTS UNDER C.G.S. §52-557n.

#### ARTICLE IX DEFAULTS

9.1 If Purchaser does not elect to terminate this Agreement as permitted herein and the conditions precedent to the Purchaser's obligation to purchase the Property have been satisfied or waived by Purchaser, and thereafter, Purchaser fails to purchase the Property on the Closing Date in accordance with the terms of this Agreement and Purchaser fails to cure such breach or default within thirty (30) business days after written notice, then Seller shall be entitled to terminate this Agreement, and if Seller requests Project documents, it shall reimburse the Purchaser for 50% of Purchaser's out of pocket costs for such Project documents and Purchaser shall provide Seller with paper and electronic copies of all Project documents and its unconditional approval for the use of all documents, and releases from its consultants to allow Seller to use said documents and to provide them for future use by other parties that may acquire the Property in the future, and Seller shall have no further or other liability hereunder except for any obligations which expressly survive termination of this Agreement. Neither Purchaser, nor any designee, transferee or assignee or Purchaser, nor any officers, members or managers of Purchaser or such designee, transferee or assignee shall be personally or individually liable with respect to any obligation under this Agreement, all such personal and individual liability, if any, being hereby waived by Seller on its behalf and on behalf of all persons claiming by, through or under Seller.

9.2 In the event Seller shall fail to perform any of its obligations hereunder in any material respect, Purchaser may, at Purchaser's option and sole remedy, elect to either:

(i) in the event of a default by the Town of a material obligation hereunder and the failure by the Town to cure such default within thirty (30) Business Days after notice thereof by the Purchaser to the Town, provided that if such default cannot reasonably be cured within such thirty (30) Business Day time period, then the Town shall have an additional sixty (60) Business Day period to cure such failure and no Town Default shall be deemed to exist hereunder so long as the Town commences such cure within the initial thirty (30) Business Day period and diligently and in good faith pursues such cure to completion within such resulting ninety (90) Business Day period from the date of the Purchaser's notice, Purchaser may terminate this Agreement and the Town shall reimburse Purchaser for its actual, substantiated direct costs for the Project, up to a maximum of \$100,000.00.

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(ii) to maintain this Agreement in full force and effect and enforce specific performance or injunctive relief to compel the Seller to convey to Purchaser the Property (it being understood that if such remedy is denied by a court of competent jurisdiction, Purchaser shall be entitled to the remedy under clause (i) above).

ARTICLE X  
CLOSING DOCUMENTS AND DELIVERIES

10.1 At Closing, Seller shall deliver to the Title Company to be held in escrow, pending satisfaction of all conditions to Closing, the following documents:

- (a) Evidence of the Town Approval;
- (b) The original Deed executed by Seller;
- (c) A State conveyance tax statement dated as of the Closing Date and signed by Seller stating the applicable conveyance tax;
- (d) A certificate executed by the Seller, as applicable, and dated as of the Closing, which provides that all the warranties and representations set forth in this Agreement are, as of the date of Closing, true and correct in all material respects with the same force and effect as if each such warranty and representation were made again at the Closing, and which shall be subject to the limitations set forth in Article VI hereof;
- (e) Any documentation required by Purchaser in order for Seller to assign and for Purchaser or its designee(s) to assume, any provisions of the Regulatory Agreements that survive the Closing Date (with such assumption limited to obligations arising and accruing on or after the Closing Date); and
- (f) Such other documents or instruments including resolutions of the members of Seller and a typical title affidavit (which shall be signed on behalf of the Seller by its Mayor) regarding the Real Property as may be reasonably required by the Title Company, or required by other provisions of this Agreement, or reasonably necessary to effectuate the Closing and issuance of the title policy to Purchaser.
- (g) The Tax Fixing Agreement.

10.2 At Closing, Purchaser shall have possession of the Property subject only to: (a) the Permitted Exceptions, and (b) matters created by or through Purchaser.

10.3 Seller and Purchaser shall each pay one-half of all closing fees and escrow fees charged by the Title Company. Seller shall pay (a) the recording or filing fees for any lien releases, and (b) the state and local conveyance taxes payable in connection with the sale. Purchaser shall pay (w) the premium for the Owner's Policy, (x) the cost of the Commitment, including title search and exam fees, (y) the costs of the Survey (if any) and all appraisals, engineering and environmental reports and feasibility and market studies

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which it may obtain and (z) the cost of recording the Deed. Seller and Purchaser shall each be responsible for paying their respective legal fees and costs.

10.4 Seller shall deliver to Purchaser all existing plans and specifications, if any, in Seller's possession relating to the improvements located upon the Real Property. If and to the extent the same are in Seller's possession or control, Seller shall deliver to Purchaser licenses and certificates of occupancy or such other comparable certificates or documents issued by the appropriate governmental authority with respect to the Property or any part thereof.

10.5 Purchaser shall deliver to Seller the Purchase Price.

10.6 Seller shall execute and deliver to Purchaser such affidavit as the Title Company may reasonably require to remove its non-survey related standard printed exceptions relating to, among other things, mechanics' liens and rights of parties in possession.

10.7 Seller shall deliver to Purchaser an affidavit stating that Seller is not a "Foreign Person" within the meaning of Internal Revenue Code Section 1445(f)(3) in the form attached as Exhibit C hereto or Purchaser shall be entitled to withhold appropriate amounts as required by the Internal Revenue Code.

10.8 All normal and customarily proratable items for the Property shall be prorated as of the Closing Date. Without limiting the foregoing, Seller and Purchaser shall execute and deliver to each other a Closing Statement showing the amounts by which the cash portion of the Purchase Price shall have been adjusted as of the Closing Date in the following manner:

(a) Current real estate and personal property taxes and water, sewer or other municipal use or improvement tax, charge or assessment affecting the Property, in accordance with local bar association custom; the Parties acknowledge the Property is tax-exempt.

(b) Seller shall pay all state and local conveyance taxes, and other similar charges incurred in connection with the transactions contemplated by this Agreement.

(c) If applicable, final readings on all gas, water and electric meters shall be made as of the date of Closing, if possible. Seller shall be responsible for all charges for consumption of utilities prior to the date of Closing and Purchaser shall be responsible for utility charges on and after the date of Closing. Any deposits made by the Seller with utility companies prior to Closing shall be returned to Seller. Any prepaid water, sewer, and other utility charges allocable to the period from and after the Closing Date shall be credited to Seller. Purchaser shall be responsible for making all arrangements for the continuation of utility services and the payment of the charges therefor.

(d) Each party shall pay its own attorney fees.

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(e) Prepaid charges allocated to the period from and after the Closing Date in connection with any licenses or permits for the Property which are assigned to Purchaser shall be credited to Seller at Closing. Accrued and unpaid charges allocable to the period prior to the Closing Date in connection with any such licenses or permits shall be credited to Purchaser at Closing.

(f) No proration shall be made in relation to insurance premiums, and no insurance policies of Seller will be assigned to Purchaser unless specifically agreed to in writing by Purchaser and Seller.

(g) Any closing costs not described above shall be prorated between Seller and Purchaser as of the Closing Date.

ARTICLE XI  
RESERVED

ARTICLE XII  
CONDEMNATION

In the event that notice of any action, suit, or proceeding shall be given on or before the Closing Date for the purpose of condemning any part of the Property, and the award for such condemnation is or is expected to exceed \$500,000.00, Purchaser shall have the right upon written notice to Seller to terminate this Agreement within fifteen (15) days after receiving written notice of such action, suit, or proceeding. If Purchaser elects to terminate this Agreement as aforesaid, thereafter neither Seller nor Purchaser shall have any further rights or obligations hereunder, except for obligations or provisions set forth in this Agreement that expressly survive termination. Upon such termination, the proceeds resulting from such condemnation shall be paid to Seller. In the event Purchaser shall not elect to terminate this Agreement, Purchaser shall proceed to Closing (subject to Article III hereof) and Purchaser shall be entitled to receive an absolute assignment from Seller of any interest Seller may have otherwise had in the proceeds of such condemnation. The provisions of this Article XII shall survive Closing.

ARTICLE XIII  
BROKER

Seller and Purchaser each represent and warrant to the other that they have dealt with no brokers, agents or representatives who claim or may claim a commission or right to other payment in connection with this transaction. Each party hereto shall indemnify, defend and hold the other harmless from any and all losses, costs, claims, or damages (including reasonable attorney fees) arising as a result of their breach of the foregoing representations and warranties.

ARTICLE XIV  
COVENANTS OF SELLER

Seller covenants and agrees that at all times from the Effective Date to the date preceding the Closing Date:

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14.1 Seller shall provide to Purchaser such documents and information in Seller's possession and control set forth on Exhibit D within thirty (30) business days after the Effective Date (collectively, the "Deliveries"). In addition, Seller shall use commercially reasonable efforts to cooperate with Purchaser in the course of Purchaser's investigation of the Property in accordance with Section 8.3. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, Seller shall provide financial information solely relating to the Property upon Purchaser's reasonable request.

14.2 Seller will not transfer or dispose of any Personal Property unless Seller replaces the same prior to the Closing Date with property of equivalent or better utility and quality to the items removed. Seller will not grant to or create in any third party (or permit any third party to acquire) any interest in the Property or any part thereof, and Seller will not further encumber the Property without the prior written approval of Purchaser. Seller shall promptly notify Purchaser in writing of any litigation, arbitration, condemnation or administrative hearing before any court or governmental agency concerning Seller or the Property.

14.3 Seller shall promptly comply with all written notices of violation of laws or municipal ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health, or other state, city or municipal departments or other governmental authorities having jurisdiction against or affecting the Property or the use of operation thereof; deliver notice to Purchaser of any actions, suits, claims, and other proceedings affecting the Property of which Seller obtains written notice, and will punctually pay any mortgage or deed of trust encumbering all or any part of the Property, perform all of its material obligations under any mortgage or deed of trust and timely pay all taxes, assessments, other operating expenses.

14.4 From and after the Effective Date, Seller will not enter into any maintenance, management or other service contracts affecting the Property which cannot be terminated on thirty (30) days' notice without cost or penalty to Seller, without the prior written approval of Purchaser, with such approval not to be unreasonably withheld. Seller will not market the Property for sale nor solicit purchasers or offers for purchase of all or any portion of the Property.

14.5 The Seller promptly will notify Purchaser in writing of receipt by Seller of notice of the levy (or threatened levy) of any special governmental assessment or similar occurrence.

14.6 Seller agrees to pay and discharge all ownership, management, service, and maintenance and similar fees, costs and expenses incurred with respect to periods prior to Closing, specifically including, without limitation, costs and expenses relating to materials supplied and labor performed. The Property will be delivered free and clear of any property management agreement.

14.7 The Seller will maintain, insure, operate and manage the Property in substantially the same manner consistent in all material respects with current business practices and keep the Property in its current condition and repair (normal wear and tear and

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casualty loss excepted). Seller agrees to maintain the existing property and casualty insurance on the Property through the Closing Date.

14.8 Seller will not, without Purchaser's prior written consent, (i) execute or otherwise agree to any deed restrictions, easements, restrictive covenants or other documents affecting the use of all or any portion of the Property or otherwise encumber the Property, (ii) establish or consent to the establishment of any special association, community association, property owners' association, architectural control committee or any other such committee having jurisdiction over all or any portion of the Property, (iii) obtain a plat or replat that includes the Property except the contemplated property line adjustment, enter into any agreement affecting access to the Property, (iv) consent to any change of zoning for the Property except as requested by the Purchaser, or (v) consent to any special assessment affecting the Property. Seller shall promptly give Purchaser copies of all written notices received by Seller asserting any breach or default under the agreements, or under any license, permit or approval, covenant, condition, restriction, law or ordinances applicable to the Property.

14.9 Seller will not, without Purchaser's prior written consent, permit any excavation, construction or reconstruction of any kind on the Property.

#### ARTICLE XV

##### MISCELLANEOUS

15.1 This Agreement and the exhibits attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this Agreement may not be modified except in writing signed by all parties.

15.2 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party to any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

15.3 No party other than Seller and Purchaser and their respective successors and assigns shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Seller and Purchaser and their respective successors and assigns, and not for the benefit of any other party. Purchaser reserves the right, on or before the Closing Date, to assign all or any of its right, title and interest in and to this Agreement or to transfer its interest in the Property to a Connecticut limited liability company to be formed, which company shall have Vesta Corporation (or direct affiliates of same) as its managing member and upon

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notice of such assignment to Seller, all terms and conditions hereof shall apply equally to such assignee as if the assignee were an original party hereto and the obligations and liabilities of Purchaser and such assignee to Seller hereunder shall be joint and several. Otherwise, neither Purchaser nor Seller shall assign their rights or delegate their duties under this Agreement.

15.4 All notices given by any party hereunder shall be in writing and shall be deemed duly given (a) on the day delivered if delivered in person or by facsimile or by electronic mail, provided that with respect to electronic mail or (b) on the first business day after prepaid deposit if delivered by overnight delivery service such as FedEx, UPS, U.S. Postal Service Express Mail or other national overnight courier service. Any such notice is to be addressed to the appropriate party of the address set forth below (or such other address as the party might request in writing):

Seller: Town of Berlin  
240 Kensington Road  
Kensington, CT 06037  
Attn: W. Lee Palmer, Interim Town Manager  
Email: [lpalmer@berlinct.gov](mailto:lpalmer@berlinct.gov)

With a copy to: Jeffrey Donofrio, Esq.  
Ciulla & Donofrio, LLP  
127 Washington Avenue  
North Haven, CT 06473  
[JDonofrio@cd-llp.com](mailto:JDonofrio@cd-llp.com)

Purchaser: Vesta Corporation  
175 Powder Forest Drive  
Weatogue, CT 06089  
Attn: Aaron Greenblatt  
Email: [aaron@vestacorp.com](mailto:aaron@vestacorp.com)

O'Riordan Migani Architects L.L.C.  
22 Bank Street  
Seymour, CT 06483  
Attn:  
Email:

With a copy to: Updike, Kelly & Spellacy, P.C.  
225 Pearl Street, 20<sup>th</sup> Floor  
Hartford, CT 06103  
Attn: Brian C. Courtney, Esq.  
Email: [bcourtnev@uks.com](mailto:bcourtnev@uks.com)

Either party may change their addresses as set forth above which change shall be effective five (5) days after notice of such change is given.

15.5 This Agreement shall be governed by the laws of the State of Connecticut.

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15.6 This Agreement may be signed in counterparts. Signatures by facsimile or email shall be deemed originals and shall be binding upon the parties hereto.

15.7 Purchaser covenants and agrees that: (a) all information provided to it by Seller in connection with the Property or resulting from Purchaser's inspections of the Property and review of relevant materials which is not already public information or which subsequently becomes public information through no fault or action of Purchaser will be held in confidence by it, its agents and employees, and (b) upon Seller's request, Purchaser will return all such information to Seller in the event the transaction contemplated by this Agreement is not consummated other than as a result of a breach by Seller. Notwithstanding the foregoing, Purchaser may (i) share its information on a need-to-know basis with its consultants, accountants, attorneys and potential equity and financing sources so long as such information is delivered to such parties on the condition of confidentiality consistent with the requirements of this paragraph, and (ii) make disclosure in response to any legal process. Seller and Purchaser further covenant and agree that, neither of them will issue any press releases regarding the Property or the transaction contemplated herein without the prior consultation and express written approval of other, which approval shall not be unreasonably withheld, conditioned or delayed.

15.8 No obligation or liability of Seller or Purchaser hereunder shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of its members, managers, officers, employees or agents, regardless whether such obligation or liability is in the nature of contract, tort, or otherwise, and any and all such obligations and liabilities shall be satisfied, if at all, out of such party's assets only.

15.9 If either Purchaser or Seller should find it necessary to employ an attorney to enforce a provision of the Agreement or to recover damages for the breach hereof (including proceedings in bankruptcy), the prevailing party shall be entitled to be reimbursed for its court costs and attorneys' fees, in addition to all damages, through all levels of appeal. Notwithstanding anything to the contrary herein, the provisions of this Section 15.11 shall survive the termination of this Agreement or the Closing.

15.10 The Seller agrees not to negotiate with any other person or entity for the sale or redevelopment of the Property or solicit or entertain any other offers for the sale of the Property, during the term of this Agreement.

15.11 Purchaser shall have the right to assign its interests in this Agreement to a Connecticut limited liability company to be formed, which company's members shall include Vesta Corporation and O'Riordan Migani Architects LLC.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement as of the Effective Date.

**SELLER:**

**TOWN OF BERLIN**

By: \_\_\_\_\_  
W. Lee Palmer  
Its Interim Town Manager

**PURCHASER:**

**VESTA CORPORATION**, a Connecticut corporation

By: \_\_\_\_\_  
Arthur N.K. Greenblatt  
Its President

**O'RIORDAN MIGANI ARCHITECTS LLC**, a  
Connecticut limited liability company

By: \_\_\_\_\_  
Joan O'Riordan  
Its Member

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Exhibits List

- A Legal Description
- B Form of Warranty Deed
- C Non-Foreign Affidavit
- D Deliveries

Schedules

- 6.9 Environmental Reports



EXHIBIT A  
LEGAL DESCRIPTION

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EXHIBIT B  
FORM OF WARRANTY DEED

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**EXHIBIT C**

**NON-FOREIGN SELLER AFFIDAVIT**

Section 1445 of the Internal Revenue Code provides that a purchaser of a United States real property interest must withhold tax if the seller is a foreign person. To inform \_\_\_\_\_ ("Purchaser"), that withholding of tax is not required upon its acquisition of United States real property interest from the Town of Berlin (the "Seller"), the undersigned, certifies to Purchaser that:

1. Seller is not a foreign person or entity within the meaning of Section 1445 of the Internal Revenue Code.
2. Seller's Taxpayer Identification Number is: \_\_\_\_\_
3. Seller's address is as follows: \_\_\_\_\_

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the Purchaser and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned declares that he has examined this certification and, to the best of his knowledge and belief, it is true, correct and complete.

Dated: \_\_\_\_\_, 202\_\_

**TOWN OF BERLIN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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**EXHIBIT D**

List of third party reports, service contracts and deliverables

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**concept plan 4**

70 senior apartments  
 94 parking spaces

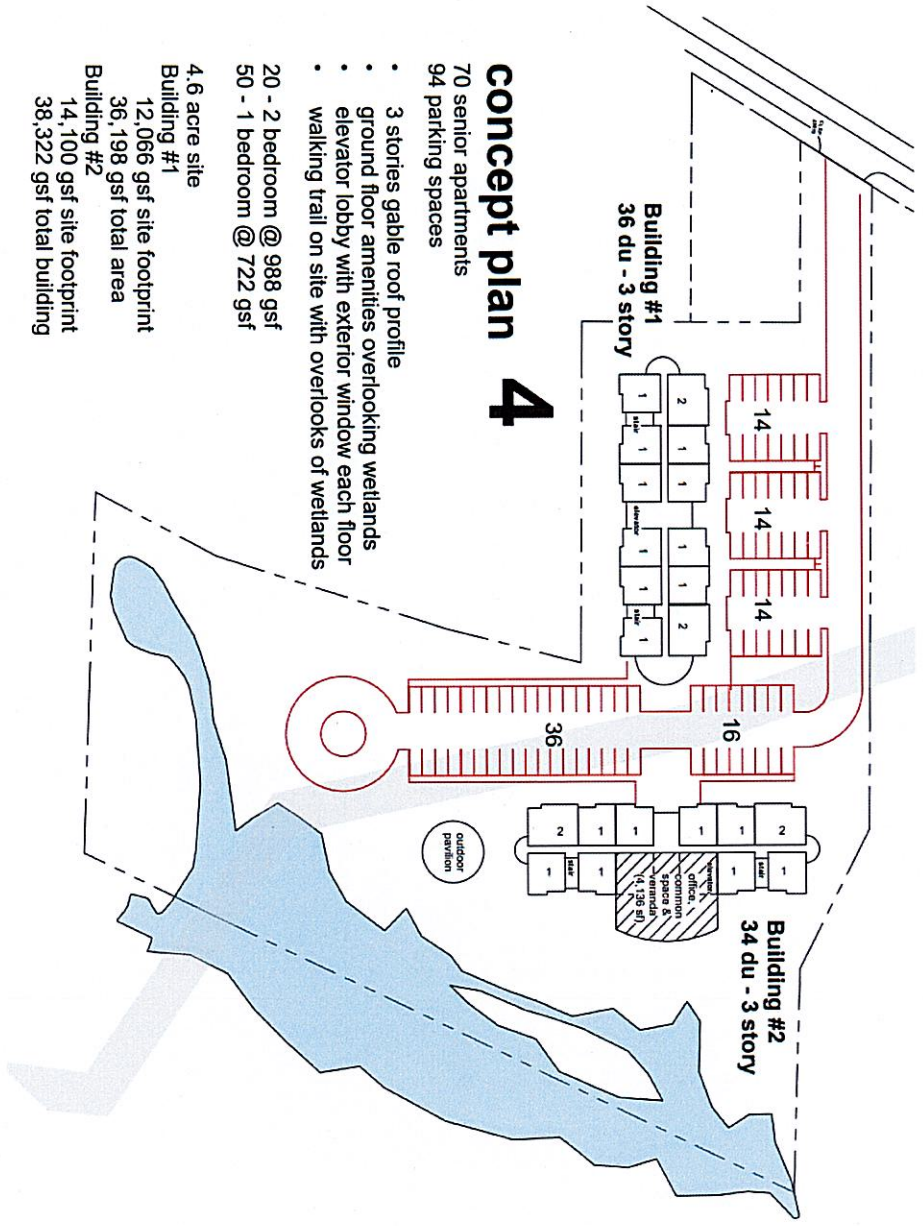
- 3 stories gable roof profile
- ground floor amenities overlooking wetlands
- elevator lobby with exterior window each floor
- walking trail on site with overlooks of wetlands

20 - 2 bedroom @ 988 gsf  
 50 - 1 bedroom @ 722 gsf

4.6 acre site

Building #1  
 12,066 gsf site footprint  
 36,198 gsf total area

Building #2  
 14,100 gsf site footprint  
 38,322 gsf total building



Mr J. Stephen Hinchliffe, jr

Town of Berlin | Generated 10/7/2024 @ 8:39 am by OnBoardGOV - Powered by ClerkBase

*Public Building  
Commission*

**Status**

**Name** Mr J. Stephen Hinchliffe, jr

**Application Date** 10/5/2024

**Expiration Date** 10/5/2123

**Status** Received

Board	Vacancies	Status
Public Building Commission	1	Pending

### Basic Information

**Name**  
Mr J. Stephen Hinchliffe, jr

**Resume File**  
[Download](#)

### Contact Information

**Address**  
176 Burgundy Drive  
Kensington, CT 06037

**Yes, I am a resident**  
Yes

**Email**  
stephen.hinchliffe@comcast.net

**Phone**  
8607701281

### Occupation

**Employer**  
Retires

**Job Title**  
Retired

**What is your political party affiliation?**  
Unaffiliated ✓

**Number of years in Berlin**  
58

**Educational Background (optional)**  
BS Business Administration, MBA

### Current and Past Civic/Community Involvement

RECEIVED FOR RECORD  
BERLIN TOWN CLERK  
2024 OCT -7 AM 8:59  
*Kathryn Gleason*  
BERLIN, CT.

Berlin Park & Rec Commission- 8 yrs, Berlin Youth Soccer Association- 38 yrs, South Kensington Fire Dept- Past Asst Chief

**Tell us why you feel qualified for this appointment**

Custom residential home construction in Berlin- 11 years experience

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

no

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

yes

Generated 10/7/2024, 8:39:24 AM





Ed Battle  
Not a voter in town

Please return application to:  
Town Clerk's Office - Room 107 - 240 Kensington Road - Berlin, CT 06037

TOWN OF BERLIN Youth Agency Representative  
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. Youth Advisory Board
- 2.

\*\*NOTE: If applying for the GOLF COURSE COMMISSION, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

Name: Ed Battle Telephone No.: (860) 930-8893

Home Address: 510 Farr Road Road Number of years in Berlin: 1  
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: ed@valese.com

Are you a Registered Voter? Party Affiliation:

Bachelor Degree in Sociology  
Educational Background (optional)

Community outreach & optimum performance (Vale Co-op)  
Present Employment (company/position/address)

Current and Past Civic/Community Involvement: Retired state of Connecticut Juvenile Probation officer (22 yrs).

Tell us why you feel qualified for this appointment: Vale Co-op is a local non-profit community center with prevention and prosocial programs for youth.

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

Signature: [Signature] Date: 10/1/24

RECEIVED FOR RECORD  
BERLIN TOWN CLERK

2024 OCT 7 AM 8:56

Kathryn Wall  
BERLIN, CT.

- 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.





Youth Service  
Advisory Board

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

Not a voter

School Representative

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. Youth Service Advisory Board 2. \_\_\_\_\_

\*\*NOTE: If applying for the GOLF COURSE COMMISSION, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

\*I am not a Berlin resident but am looking to serve as the School representative.

Name: Karen Despres Telephone No.: 860.670.6219

Home Address: 32 Pheasant Drive Middletown, CT 06457 Number of years in Berlin: 15  
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: kdespres@berlinschools.org

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

RECEIVED FOR RECORD  
BERLIN TOWN CLERK

2024 OCT 10 PM 1:28

Kathryn Wallace  
BERLIN, CT.

Educational Background (optional)

Berlin Public Schools/BHS Assistant Principal / 139 Patterson Way, Berlin

Current and Past Civic/Community Involvement: \_\_\_\_\_

Tell us why you feel qualified for this appointment: I have worked with students in grades K-12 for the last 24 years.

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

Signature: [Handwritten Signature] Date: 10/10/24

- 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.

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

Join Zoom Meeting

<https://berlinc-t-gov.zoom.us/j/89976011043?pwd=oHimSAtOsFqmCeoYmsbxDN87vWMOLn.1>

Meeting ID: 899 7601 1043

Passcode: 527259

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

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, October 1, 2024  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.**

**A. CALL TO ORDER:**

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

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL:**

Those in attendance were:	Councilor Kate Atkinson
	Councilor Sandra Coppola
	Mayor Mark Kaczynski
	Councilor Charles Paonessa
	Councilor Mark Pruzin
	Councilor Peter Rosso
	Councilor Donna Veach

Also in attendance:	Interim Town Manager W. Lee Palmer
	Corporation Counsel Jeffrey Donofrio

**D. PRESENTATION OF PROCLAMATIONS:**

Mayor Kaczynski stated that he visited with Margarete Stanchick today as she celebrated her 103<sup>rd</sup> birthday with family and friends. He read the following proclamation which was presented to Ms. Stanchick.

**PROCLAMATION**  
BE IT HEREBY KNOWN TO ALL THAT:  
The Town of Berlin hereby recognizes  
**Margarete Stanchick**  
On the celebration of her 103<sup>rd</sup> Birthday, October 1, 2024.

Margarete was born in Germany on October 1, 1921. She met her husband, Andrew, while he was stationed in the military during WWII. She came to the US after the war 74 years ago and married. She was married for 53 years and has 2 daughters, Sandy and Barbara. She has 6 grandchildren and 8 great-grandchildren all of whom she adores. She moved to Berlin in 2001 after her husband passed away. She was the first president of the Board at the Silver Ridge Condo Association. Prior to moving to Berlin, she lived in Meriden where she was the Registrar of Voters for approximately 30 years. She was an Administrator at the Meriden Visiting Nurses, a volunteer at Meriden Hospital, and President of the Auxiliary. Her hospital work lasted almost 40 years and was very important to her.

In acknowledgement of her long and active life, the Berlin Town Council hereby salutes **Margarete Stanchick** as she celebrates her 103<sup>rd</sup> Birthday with family and friends and extends best wishes for many more years of health and happiness.

Dated this 1<sup>st</sup> day of October 2024.

Mayor Kaczynski stated that Richard Yale will be receiving the 2024 Robert B. Dornfried Sr. Lifetime Volunteerism Award at a ceremony on Saturday. He read the following proclamation which will be presented to Mr. Yale.

**PROCLAMATION**

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

**Richard Yale**

Recipient of the 2024 Robert B. Dornfried Sr. Lifetime Volunteerism Award

This year, the Robert B. Dornfried Sr. Lifetime Volunteerism Award recipient was chosen from the Berlin Lions Club. Richard was the individual selected as he has been a member in good standing with over 50 plus years of perfect attendance. Over the years, Richard has been the chairperson for several committees specifically the Building Committee Chairperson. He was a team captain for the Veterans Luminaries Display and a strong advocate for many charities.

Richard is a longtime Berlin resident. He and his wife Maryann have one daughter, Amy. He has been a builder in the community for many years and has assisted numerous people with building their homes or construction projects. Being a longtime resident and active in the community, Richard is a wealth of knowledge and always happy to share his talents, experiences, and expertise with those he meets.

In acknowledgement of his selection as the recipient of the 2024 Robert B. Dornfried Lifetime Volunteerism Award, the Town Council hereby recognizes Richard Yale for his positive impact in service to our community and citizens of Berlin and extends best wishes to him for many years to come

Dated this 1<sup>st</sup> day of October 2024.



Mayor Kaczynski stated that he and Councilor Veach attended an event this week and posthumously honored Robert Dornfried, Sr with the Disabled American Veteran's Inaugural Tomasso Veteran of Distinction Award.

**PROCLAMATION**

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby posthumously recognizes

**ROBERT DORNFRIED, SR.**

posthumously honored with the Disabled American Veteran's Inaugural Tomasso Veteran of Distinction Award

Robert was a lifelong resident of Berlin and graduated from Berlin High School. He and his beloved wife, Peggy, raised their 4 children, Diane, Robert, Jr., Joseph and James in Berlin.

In 1952, he enlisted in the U.S. Army and was assigned to combat duty in Korea at the Outpost Harry in Chorwon Valley where an intense, extended battle took place between the U.S. and the Chinese. For his service at the Outpost Harry, Robert was honored with the Bronze Star which is awarded to individuals who while serving in any capacity with the Armed Forces of the U.S. in a combat theater, distinguishes themselves by heroism, outstanding achievement, or by meritorious service not involving aerial flight. He was also awarded the United Nations Service Medal, Korean Service Medal with two stars, and the Combat Infantry Badge and Good Conduct Medal. He was honorably discharged in 1955. He returned home and started his own business, Dornfried Builders. He was a charter member of the VFW Post #10732, a longstanding member of the Lion's Club and the Italian Political Independent Club in Berlin. He was a regular blood donor and volunteer for the American Red Cross and Hospital of Central Connecticut.

In recognition of his dedication and commitment to his family, community, and service to his country, the Town Council posthumously extends our thanks and gratitude to ROBERT DORNFRIED, SR.

Dated this 27th day of September 2024 at Berlin, Connecticut.

Mayor Kaczynski read the following proclamation for Town Clerk Kate Wall in recognition of receiving the 2024 Mitchell W. Pearlman Freedom of Information Award.

**PROCLAMATION**

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

**KATE WALL**

Recipient of the 2024 Mitchell W. Pearlman Freedom of Information Award

The award honors government officials, journalists or residents of Connecticut who have made significant efforts to foster transparency in government, disclose information vital to the public and ensure that state residents can see their government at work.

Kate Wall was selected as the public official to be honored. Kate stood out for her commitment to open government while serving for more than 30 years as town clerk in three towns. Kate has held positions of leadership in regional and international clerk associations and just recently served as the President of the Connecticut Town Clerks Association. Kate has served as a stellar role model for fellow clerks and is a champion of open and truthful government.

Kate is a lifelong resident of Wallingford. She has been the Town Clerk in Berlin since 2002 and received the “Town Clerk of the Year Award” in 2007.

In acknowledgement of her selection as the recipient of the 2024 Mitchell W. Pearlman Freedom of Information Award, the Town Council hereby recognizes Kate Wall for her positive impact in service to her colleagues, our community, and the state of Connecticut, and extends best wishes to her for many years to come.

Dated this 1<sup>st</sup> day of October 2024.

**E. AUDIENCE OF CITIZENS:**

None

**F. MAYOR’S UPDATE:**

Mayor Kaczynski stated that complaints are still being received regarding noise and odors from Bright Feeds. New noise monitoring equipment has been ordered which will provide more accurate readings by the Town, and State Representative Veach stated that her office has reached out to the Department of Energy and Environmental Protection to determine where they stand on their monitoring. Representative Veach stated that her office will reach out to the Central Connecticut Health District again to get them involved.

Representative Veach stated that Bright Feeds has installed all of their newly ordered noise and odor abatement equipment and have been making adjustments as needed.

**G. MEETING AGENDA – Immediately Following the Mayor’s Update**

**H. CONSENT AGENDA:**

1. **Topic re: Accept donations to the Berlin Animal Control Donation Account for \$185.00 and supplies/medical care valued at \$125.00. - Animal Control**
2. **Topic re: Purchase four Barco benches for \$4,096.00 and to request the grant reimbursement for \$4,096.00 from the Central CT Health District. – Economic Development**
3. **Topic re: Appoint the Interim Town Manager, W. Lee Palmer, Jr., as the administrator of the Fair Housing Policies. – Town Manager**
4. **Topic re: Accept monetary donations totaling \$7,171.49 and deposit \$180.61 into the unrestricted donations account and deposit \$6,015.00 into the Cancellarini Trust fund for the**

**purchase of books and other library materials and deposit \$696.99 into the friends of the library credit card account to be used for program supplies and a database renewal and deposit \$178.89 into the friends of the library miscellaneous account for program supplies, summer reading and a museum pass renewal and deposit \$100.00 into the children's donation account for the purchase of children's books. – Berlin-Peck Memorial Library**

5. **Topic re: Approve that the Berlin Lions Club be authorized to sell luminaries at the Berlin High School home football games on October 25 and November 1, 2024 at Sage Park. – Parks and Recreation**
6. **Topic re: Accept a donation of a maximum of 10 straw/hay bales from the Matson Family, valued at approximately \$100 to be used for the Parks and Recreation Scarecrow Contest for the 2024 Scarecrow Festival. – Parks and Recreation**
7. **Topic re: Approve waiving the Police Fees in the approximate amount of \$800.00 for the Trek -n- Treat Event that will take place on Friday, October 25,2024 at Willard School. – Police Department**
8. **Topic re: Authorize the Interim Town Manager to apply for the Early Voting grant in the amount of \$6,558.07 and once received it will be deposited into the Registrar of Voters Early Voting Account. – Registrars of Voters**

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: Waive the bidding process and authorize the Interim Town Manager to enter a contract amendment in the amount of \$17,672 with Loureiro Engineering for services to remove an underground storage tank at 55 Steele Boulevard including documentation and to charge said costs to the Farmington Ave Development (non-grant) account. – Economic Development**

Economic Development Director Chris Edge stated that Loureiro Engineering provides environmental consulting services for the Town's 55 Steele Boulevard property. During the installation of geopiers for the project, a previously unknown underground storage tank was encountered. The storage tank is approximately 2,000 gallons and needs to be removed. Loureiro provided a proposal for the removal of the tank and necessary documentation for a lump sum fee of \$17,672.

Councilor Paonessa expressed concern that this tank was not discovered by Loureiro earlier in the project and that there could be oil contamination to the surrounding soil which could lead to further expense. He added that he believes this item should go out to bid. Director of Public Works Mike Ahern explained that since the soil is already considered contaminated it will be left in place under

the cap that will be installed. Testing of the surrounding soil still needs to be done in case the contaminate is not already documented on the site.

Councilors Paonessa, Veach, and Pruzin stated that additional quotes should be obtained to determine if the Town is getting the best price for the job. Mr. Ahern stated that he will ask Economic Development Coordinator Jim Mahoney to reach out to additional firms for quotes.

Corporation Counsel Donofrio expressed concern that holding up the work of B&W Paving on the site could end up costing the Town more in the end if the delay causes them to terminate their contract with the Town.

NO ACTION TAKEN

**2. Topic re: Impact of PA 22-118 on Town of Berlin Motor Vehicle Grand List. – Finance/Assessor**

Finance Director Kevin Delaney stated that the Connecticut Legislature passed a law changing the way motor vehicle assessments are calculated beginning on October 1, 2024. The change replaces the current NADA Fair Market Value method with the Manufacturer's Suggested Retail Price adjusted for depreciation method which will impact the grand list leading to a reduction in tax revenue for the Town.

The Berlin Assessor's Office calculated the impact of this change based on the October 1, 2023 grand list. Berlin is projected to see a reduction in motor vehicle values of approximately \$85 million equaling a reduction of more than \$2.5 million in tax revenue.

Town Tax Assessor Joe Ferrao spoke on the Veteran's Disability tax break stating that the new law was written to provide that tax break based only on the structure and not on the land. He understands that the Legislature will be reviewing this again in the next session. Finance Director Delaney stated that in the worst-case scenario this tax break represents about a \$15 million reduction in the grand list.

NO ACTION NEEDED

**3. Topic re: Approve a "RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF NOT EXCEEDING \$22,000,000 AGGREGATE PRINCIPAL AMOUNT OF TOWN OF BERLIN GENERAL OBLIGATION REFUNDING BONDS." – Finance**

Finance Director Delaney began by providing the Town Council with a copy of the Standard & Poor's credit rating stating that the Town of Berlin received a AAA credit rating. The report stated that the town's conservative management and the strong economic presence in town supports the rating.

The Town secured a 2.57% net interest rate on the sale of General Obligation bonds last week. \$4,560,000 in bonds were issued and \$415,000 in premium was received which will be appropriated against the roof projects meaning less bonding will be needed.

The Town's financial advisor looked at the outstanding bond portfolio from 2013 to 2016 which can now be redeemed and reissued at lower rates. If the Town can obtain a rate similar to the 2.57% that would translate to approximately \$500,000 in savings. If this agenda item is approved the plan is to go forward with the sale, however if the Town does not receive bids that are beneficial to the Town the sale does not have to go through. This resolution automatically expires at the end of 2025.

Councilor Paonessa moved to approve a "RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF NOT EXCEEDING \$22,000,000 AGGREGATE PRINCIPAL AMOUNT OF TOWN OF BERLIN GENERAL OBLIGATION REFUNDING BONDS."

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

- 4. Topic re: Ask the Public Building Commission to review and consider releasing the Willard HVAC contingency funded with the ARPA grant at their October 2024 meeting, and for the Public Building Commission to request authorization to use all remaining ARPA grant funds to enter into a contract (or contracts) in support of one or both school HVAC projects before the December 31, 2024, obligation deadline established by the US Treasury. – Finance**

Finance Director Delaney stated that at the May 2, 2023, Special Town Council Meeting, the construction, and construction management contracts were awarded for the Willard HVAC project. On June 20, 2023, the Town Council approved lowering the construction contingency from \$400,000 to \$350,000. The good news is that the project is running well and not using most of the contingency funds.

As this project is funded with the American Rescue Plan Grant (ARPA) the funds must be "obligated" by December 31, 2024 and expended by December 31, 2026. The Treasury defines obligated as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment". Contingency does not represent a contract.

If the Town of Berlin does not expend ARPA funds currently appropriated to Willard HVAC project contingency by December 31, 2026 or reduce the contingency to an amount the Town will expend by December 31, 2026 and authorize the remaining money to a different project such as the Griswold & Hubbard HVAC project through which the funds will be expended, then unspent funds will need to be returned to the US Treasury. Further, the funds not only need to be authorized to a different project, but an obligation must be entered into by December 31, 2024 or the funds will need to be returned to the US Treasury. Funds not obligated under the ARPA grant definition are \$135,270.16 in All State contingency, \$93,125.00 in Newfield contingency, and \$395.36 in uncommitted balance.

This request is to formally request the Public Building Commission to determine if these ARPA funds are going to be used for HVAC and if not, the Council can repurpose it with Board of Finance approval into a different project.

Councilor Paonessa moved to ask the Public Building Commission to review and consider releasing the Willard HVAC contingency funded with the ARPA grant at their October 2024 meeting, and for the Public Building Commission to request authorization to use all remaining ARPA grant funds to enter into a contract (or contracts) in support of one or both school HVAC projects before the December 31, 2024, obligation deadline established by the US Treasury.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

5. **Topic re: Approve the Town of Berlin's contribution of \$380,000 from the Grant Road Improvement Account toward the LOTCIP project to reconstruct Episcopal Road and Rowley Street, to authorize Town Staff to request an additional \$1,941,907 from the LOTCIP program (increasing the total project funding to \$4,612,622), and to defer the LOTCIP project involving Burnham Street and Massirio Drive until funds for the Episcopal/Rowley project are awarded. – Public Works**

Public Works Director Mike Ahern stated that the Local Transportation Capital Improvement Program (LOTICIP) project for the reconstruction of Episcopal Road and Rowley Street in Berlin has experienced a significant cost increase.

The project was originally awarded funding in 2022, with an estimated cost of \$2,670,715. However, following a detailed pavement analysis and geotechnical investigation conducted in response to technical comments from the Capitol Region Council of Governments (CROG), it was determined that full-depth reconstruction, rather than the originally planned mill and overlay for Episcopal Road, is necessary. This change, along with updated Connecticut Department of Transportation (DOT) recommendations has raised the total project cost to \$4,992,622.

To address the increased cost, Town Staff have discussed contributing \$380,000 from the Town State Aid account (Grant Road Improvement) and requesting an additional \$1,941,907 from the CROG's Transportation Committee. Town and CROG Staff have also agreed that the Town will defer the advancement of the Burnham Street and Massirio Drive LOTICIP project until funds for the Episcopal Road and Rowley Street project have been awarded.

Councilor Paonessa moved to approve the Town of Berlin's contribution of \$380,000 from the Grant Road Improvement Account toward the LOTICIP project to reconstruct Episcopal Road and Rowley Street, to authorize Town Staff to request an additional \$1,941,907 from the LOTICIP program (increasing the total project funding to \$4,612,622), and to defer the LOTICIP project involving Burnham Street and Massirio Drive until funds for the Episcopal/Rowley project are awarded.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

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

Public Works Director Ahern stated that Staxx Construction Services, LLC (Staxx) requested to extend their snow plowing contracts for an additional year while maintaining existing rates.

Staxx responded in both a timely and responsible manner during the 2023/2024 winter season and staff requests that Town Council approve this one-year extension to their contracts.

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

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

**J. APPOINTMENTS:**

1. **Constables – 4 Vacancies** – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).
2. **Inland Wetlands & Water Courses Commission – Vacancy** – John Russo resigned. Replacement term would be until January 31, 2027. Can be filled with a D or U.
3. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.
4. **Mattabassett District – Vacancy** – James Fallon’s term expired August 31, 2023. Reappointment or replacement term would be until September 1, 2026. Can be filled with a D, R or U.
5. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.
6. **Public Building Commission – Vacancy** – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.
7. **Veterans’ Commission – Vacancy** – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
8. **VNA – Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
9. **VNA – Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.



10. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U (Depending on the above appointments).

11. **Water Control Commission – Alternate – Vacancy** – Term would be until January 31, 2026. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Sebastian Senia (D) of 8 Dunham Drive for appointment to the Water Control Commission - Alternate.

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

Vote being 7-0 in favor of Sebastian Senia (D) to serve on the Water Control Commission - Alternate. Term ending January 31, 2026.

12. **Water Control Commission – Alternate – Vacancy** –Term would be until January 31, 2027. Can be filled with a D, R or U (Depending on the above appointment).

13. **Youth Services Advisory Board (Youth Agency Representative) – Vacancy** – Adam Marzi resigned. Replacement term would be until January 31, 2025.

14. **Youth Services Advisory Board (School Representative) – Vacancy** – Jan Zagorski resigned. Replacement term would be until January 31, 2025.

15. **Youth Services Advisory Board (Service Consumer) – Vacancy** – Cyndi McKinnon resigned. Replacement term would be until January 31, 2027.

**K. TOWN MANAGER’S REPORT:**

Interim Town Manager Palmer stated that progress has been made on the slab and other items needed for the generator installation at the Percival Heights Senior Housing complex.

Mayor Kaczynski asked the Interim Town Manager to obtain further information regarding the recent resignation of a member of the Economic Development Commission and their comments made about the Town’s Planning and Building Departments in relation to the H2O Farm property on the Chamberlain Highway.

**L. SPECIAL COMMITTEE REPORTS:**

None

**M. COUNCILORS’ COMMUNICATION:**

Councilor Pruzin expressed concern about the time it is taking to receive information on the study of the East Berlin pool. Town Clerk Kate Wall reminded the Town Council that Steve Wood spoke about the study at the last meeting and hoped to have the study available at the Town Council meeting in November.

The Town Council spoke about the Proclamation for the Girls' Softball team, along with the Citation from the State that Representative Veach is developing. The proclamation will be presented at the October 15<sup>th</sup> Town Council meeting.

**N. ACCEPTANCE OF MINUTES:**

**September 17, 2024**

Councilor Paonessa moved to accept the Town Council meeting minutes of September 17, 2024 as presented.

Seconded by Councilor Veach.

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

Abstain: Councilor Pruzin

Vote being 6-0-1 (MOTION CARRIED)

**O. ADJOURNMENT:**

Councilor Paonessa moved to adjourn at 8:22 p.m.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting