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

Join Zoom Meeting

<https://berlingov.zoom.us/j/88916616949?pwd=EGudbqXAWRsRvTteZt8R0dl7QT0hwM.1>

Meeting ID: 889 1661 6949

Passcode: BERLIN

+1-929-205-6099 (New York)

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, February 18, 2025
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MAYOR’S UPDATE

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

G. NEW BUSINESS:

1. Topic re: Approve naming _____ to fill the vacancy on the Police Commission. Term would be until November 18, 2025. – Mayor
2. Topic re: Authorize Town Manager, Ryan Curley, to sign the ten-year lease agreement for the tabulators. – Registrars of Voters
3. Topic re: Presentation on the purchase of Flock Cameras for FY26 using the Capital Budget. - Police
4. Topic re: Approve the purchase of a SWOZI autonomous paint machine from Turf Robotics LLC utilizing the Educational Date Services Bid 12284 for amount not to exceed \$44,950.00. – Public Grounds
5. Topic re: Authorization to Request that Berlin be Included in the Federal Highlands Conservation Act Program Boundary. – Economic Development and Planning and Zoning

6. Topic re: Authorize the Town Manager to execute a grant agreement with The Kensington Volunteer Firemen’s Association for the District of Kensington and Town of Berlin (“KVF”) to provide a \$75,000 grant for its purchase of a portion of the property located at 892 Farmington Avenue adjacent to the Kensington Fire Department to maintain its existing access drive to Farmington Avenue, subject to review and approval of Corporation Counsel. – Economic Development
7. Topic re: Presentation on Department numbers 38 and 61 Fiscal Year 2026 Capital requests pending further supporting documentation and site visits as needed and requested. DEPARTMENT 38: \$50K for Timberlin Clubhouse electrical panel upgrades; \$150K for Timberlin Maintenance Building Reroofing, gutters, windows and door replacements \$200K for Town Hall and Library LED Lighting Upgrades. DEPARTMENT 61: \$100K for replacement of one boiler at Willard School; \$200K for McGee School LED Lighting Upgrades. – Facilities
8. Topic re: Approve the purchase of one Toro “Groundsmaster 5910” Mower and appropriate accessories for the Parks and Grounds Department utilizing Sourcewell contract #129829, for an amount not to exceed \$160,000. – Fleet Garage
9. Topic re: Presentation on the Vehicles and Equipment for Consideration in the FY26 Budget. – Fleet Garage
10. Topic re: Approve the attached amended blighted properties list originally submitted to the Town Council from the Town Manager at the January 21, 2025 Town Council meeting. – Town Manager

H. APPOINTMENTS

1. **Conservation Commission – Vacancy** – Replacement term would be until January 31, 2030. Can be filled with a D, R or U.
2. **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).
3. **Golf Course Commission (Ladies’ Club Member) – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U.
4. **Inland Wetlands & Water Courses Commission – Vacancy** – Replacement or reappointment term would be until January 31, 2028. Can be filled with a D or U.
5. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D 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. **Veterans’ Commission – Vacancy** – Bruce Trevethan passed away. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

8. **Veterans' Commission – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).
9. **VNA – Vacancy** – Replacement term would be until January 31, 2026. 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.
12. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
13. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
14. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
15. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
16. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
17. **Water Control Commission – Vacancy – Alternate** – Term would be until January 31, 2027. Can be filled with a D, R or U.

I. TOWN MANAGER'S REPORT:

J. SPECIAL COMMITTEE REPORTS:

K. COUNCILORS' COMMUNICATION:

L. ACCEPTANCE OF MINUTES: February 4, 2025

M. EXECUTIVE SESSION:

1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Bright Feeds noise ordinance enforcement

N. ADJOURNMENT

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: February 12, 2025

SUBJECT: Appointment to Police Commission

Summary of Agenda Item:

Paul Eshoo has moved out of town creating a vacancy on the Police Commission. The Town Council has the authority to fill this vacancy based on the town charter. The person filling the vacancy must be of the same party as the member that left. In this case, a republican must be named to fill the vacancy.

Funding:

None needed

Action Needed:

Move to approve naming _____ to fill the vacancy on the Police Commission. Term would be until November 18, 2025.

Attachments:

None

Prepared By: Kate Wall, Town Clerk *KW*

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager RC
DATE: February 4, 2025
SUBJECT: Lease agreement for Registrar's tabulators

Summary of Agenda Item:

The Registrars of Voters are seeking authorization for the Town Manager to sign a lease agreement with the State of Connecticut for the distribution of new tabulators.

Funding:

Registrars' "Maintenance" budget line # 001.05.0510.0.53245.00000 will be used for maintenance and repairs on the tabulators, which is estimated at \$10,000.00 per year

Action Needed:

Move to authorize Town Manager, Ryan Curley, to sign the ten-year lease agreement for the tabulators.

Attachments:

Lease Agreement
Frequently Asked Questions

Prepared By: Christy Miano and Joan Veley, Registrars of Voters

CM

JV

Electronic Voting Equipment Lease Agreement

This Electronic Voting Equipment Lease Agreement (this "Agreement") is entered into effective as of the date it is fully executed (the "Effective Date") by and between Town of Berlin with a principal place of business at 240 Kensington Road, Berlin, CT 06037 (the Lessee) and the State of Connecticut with principal offices at State Capitol, Room 104, Hartford CT 06105 (the "State" or "Lessor") The State and Lessee may collectively be referred to as the "Parties."

WHEREAS, the State is the owner of certain Equipment described in Section 1 of this Agreement; and

WHEREAS, Lessee desires to lease the Equipment from the State and the State agrees to lease the Equipment to Lessee under the terms and conditions set forth in this Agreement

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Equipment.

The State hereby leases to Lessee and Lessee hereby leases from the State certain electronic voting equipment (the "Equipment"), as fully described in Exhibit A, attached hereto and incorporated herein by reference.

2. Term.

This Agreement shall be for a term of approximately 10 (ten) years, which shall commence on the Effective Date and shall, unless terminated earlier as provided in this Agreement, terminate on July 31, 2034 (the "Term").

3. Rental Payment.

As rent for the Equipment, Lessee shall pay to the State, a one-time rental payment of \$1.00. The rental payment shall become due and payable as of the Effective Date. Rental payment shall be made to the State at the address set forth herein.

4. Maintenance.

Throughout the Term, Lessee shall provide for the service, repair and maintenance of the Equipment, at Lessee's sole expense, so as to keep the Equipment in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear excepted. Lessee shall, at Lessee's sole expense, replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair, or rendered unfit for use for any reason whatsoever. Lessee shall, at Lessee's sole expense, maintain software licenses required for use of the Equipment.

5. Use of Equipment.

Lessee shall exercise due care in its operation, use and maintenance of the Equipment. Lessee shall not use, and shall not permit others to use, the Equipment in any manner that would contravene applicable laws, rules, regulations and other governmental directives.

Lessee shall not alter or modify the Equipment without the prior written consent of the State.

6. Default; Remedies.

If (a) Lessee shall default in the payment of the rental payment or (b) Lessee shall default in maintaining software licenses required for use of the Equipment, the State shall have the right to take possession of any or all items of the Equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all items of Equipment unless the State expressly so notifies Lessee in writing.

7. Termination.

The State may terminate this Agreement at any time upon thirty (30) days' prior written notice to Lessee.

8. Return of Equipment.

Upon termination of this Agreement, Lessee shall provide access to the Equipment by the State or a vendor of the State for the removal of the Equipment within thirty (30) days of such termination.

9. Insurance.

Lessee hereby acknowledges and agrees that its assumption of loss of the Equipment shall attach upon Delivery Date. Lessee may, at its sole expense and discretion, obtain liability insurance to cover any liability caused by, or arising out of activities of the Lessee and/or Lessee's employees with respect to the Equipment.

10. Damage.

Lessee shall be responsible for any loss of or damage to the Equipment from any cause at all, whether or not insured, from the time or the Lessee's receipt of the Equipment. If the Equipment is lost, stolen or damaged, Lessee will promptly notify the State of such event. In no event shall such loss or damage relieve Lessee of its obligations under this Agreement. In the event of such loss or damage, Lessee shall: (i) promptly repair the Equipment to return it to good working order; or (ii) replace the Equipment with Equipment approved by the Office of the Secretary of the State.

11. Indemnification.

Lessee shall indemnify, defend and hold the State and its employees and vendors harmless from all losses, liabilities, actions, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees and investigative fees) arising out of the rental of the Equipment and all acts and omissions related thereto. Lessee shall not be liable for the grossly negligent or willful misconduct of a vendor of the State.

12. Sovereign Immunity.

The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any

immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

13. Personal Property.

The Equipment is and shall at all times be and remain personal property, notwithstanding that the Equipment, or any part thereof, may now be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise.

14. Delivery.

The State or its designee shall deliver the Equipment to the address for delivery shown in Exhibit A hereto. The date on which Lessee takes possession of the Equipment at such location is hereinafter referred to as the "Delivery Date".

15. No Subletting Assignment.

No equipment shall be sublet by Lessee, nor shall the Lessee assign or transfer any interest in this Agreement without written consent of the State.

16. Further Assurances.

The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

17. Audit and Inventory

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all Equipment wherever stored or housed.
- b. Lessee shall maintain accurate and complete record of the location, quantity and condition of the Equipment. Lessee shall make all such records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Lessee with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. The Lessee will annually complete an inventory of the Equipment in its possession and report by affidavit to the State: 1) Equipment quantity, 2) location of the Equipment, and 3) Equipment condition.

18. Forum and Choice of Law

The Parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Lessee waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

19. Executive Orders and Other Enactments

All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its Term, or that may be made applicable to the Agreement during its Term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Lessee is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

20. Whistleblower Provision.

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Lessee takes or threatens to take any personnel action against any employee of the Lessee in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, the State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of any applicable civil penalty.

21. Force Majeure.

a. The parties shall not be excused from their respective Agreement obligations except in the case of strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, hurricane, tornado, pandemics, shelter in place orders, lockdowns, transportation interruptions, epidemics, natural disasters, and acts of God (collectively, "Force Majeure Events") and as otherwise provided for in this Agreement.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond

to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

22. Notice

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt, or via electronic mail.

All such Notices shall be in writing and shall be addressed as follows:

If to the State:

Connecticut Office of the Secretary of the State
165 Capitol Avenue, Suite 1000
Hartford, CT 06106
Attention: Kristin Sullivan, Director of Elections
Gabe Rosenberg, Chief of Staff and General Counsel

w/copy to:
kristin.sullivan@ct.gov
gabe.rosenberg@ct.gov

If to the Lessee:

Attention: _____

w/copy to: _____

23. Headings.

The headings given to the Sections in this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular Section to which the heading refers.

24. Number and Gender.

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

TOWN OF BERLIN (LESSEE)

BY:

Name:

Title:
Duly Authorized

Date:

STATE OF CONNECTICUT
Office of the Secretary of the State

BY:



Name: Kristin Sullivan

Title: Director of Elections
Duly Authorized

Date: 1/29/2025

Exhibit A

Lessee: Town of Berlin

Equipment Delivery Address: 240 Kensington Road, Berlin, CT 06037

Equipment List:

| Item | Quantity |
|--|----------|
| DS300 | 10 |
| DS300 Ballot Box with Power Supply and AC Cord | 10 |
| Redundant 4GB Memory Device | 10 |
| DS300 Soft-Sided Nylon Case | 10 |
| DS300 Privacy Screen | 10 |
| DS950 (Includes Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices) | 0 |
| DS450 (Includes Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices) | 1 |

ES&S Tabulators: Frequently Asked Questions

Office of the Secretary of the State of Connecticut

Hardware

1) What is DS300?



DS300[®]

Poll Place Scanner and Tabulator



Advanced digital scanning technology

Faster processing speeds

As compared to its predecessor, the DS300 offers:

- 75% faster startup
- 300% faster election loading
- 240% faster poll opening
- Up to 33% faster ballot scanning
- 25% faster poll closing
- Report printing is 4.5 times faster

Innovative ballot imprinting

The DS300 includes an integrated inkjet imprinter that can print a unique number on each ballot scanned for use in post-election risk-limiting audits (RLAs).

Improved stability during transport

The new DS300 ballot box was designed to increase stability during transport and includes a handle for more control.

Enhanced security

All locks on the DS300 are pick-resistant and recessed for more effective placement of tamper-evident seals.

The future of poll place ballot tabulation

ES&S' newest purpose-built scanner and tabulator, the DS300, seamlessly supports all poll place and vote center ballot scanning and tabulation from early voting through Election Day. The DS300 can also serve as a tabulator for absentee voting and during recounts and audits.



SCAN HERE
to discover why the DS300 is the perfect choice for your elections and to request more information.

essvote.com/products/ds300
or email info@essvote.com

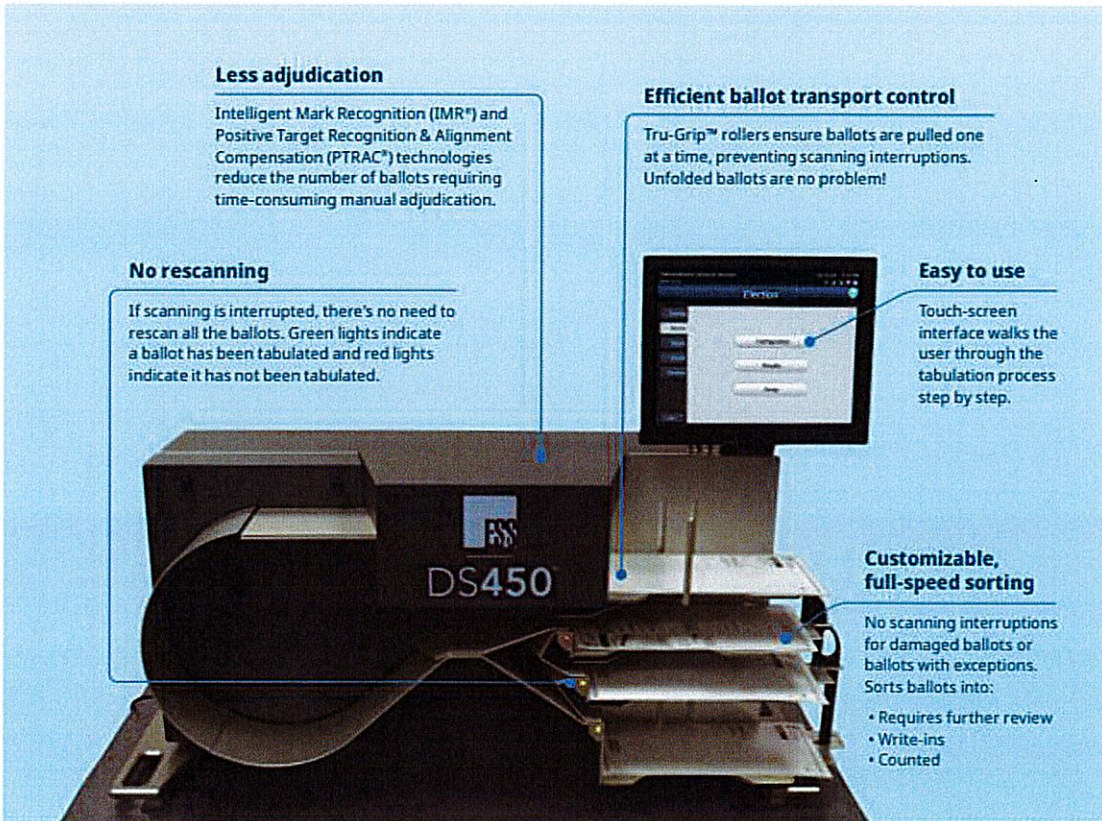
For more information: [DS300 - Election Systems & Software](#)

2) What is DS450?



DS450[®]

High-Throughput Scanner and Tabulator



Less adjudication
Intelligent Mark Recognition (IMR[®]) and Positive Target Recognition & Alignment Compensation (PTRAC[™]) technologies reduce the number of ballots requiring time-consuming manual adjudication.

Efficient ballot transport control
Tru-Grip[™] rollers ensure ballots are pulled one at a time, preventing scanning interruptions. Unfolded ballots are no problem!

No rescanning
If scanning is interrupted, there's no need to rescan all the ballots. Green lights indicate a ballot has been tabulated and red lights indicate it has not been tabulated.

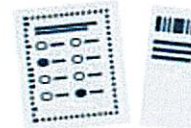
Easy to use
Touch-screen interface walks the user through the tabulation process step by step.

Customizable, full-speed sorting
No scanning interruptions for damaged ballots or ballots with exceptions. Sorts ballots into:

- Requires further review
- Write-ins
- Counted

Complete ballot control from start to finish

Let the DS450 handle scanning, separating and sorting ballots, all without missing a beat. All ES&S tabulators scan ballots in any orientation – no need to make sure ballots are face-up and top-edge first before scanning.



72 14-inch flat ballots processed per minute

For more information: [DS450 - Election Systems & Software](#)

3) What is DS950?



DS950[®] High-Speed Scanner and Tabulator

The image shows the DS950 High-Speed Scanner and Tabulator, a large industrial machine with a touch-screen interface. The machine is white and black, with the ES&S logo and 'DS950' printed on the front. A monitor is mounted on top, displaying a software interface. The machine is shown from a three-quarter view, highlighting its complex internal mechanisms and the input/output trays.

No rescanning
If scanning is interrupted, there's no need to rescan all the ballots. Green lights indicate a ballot has been tabulated and red lights indicate it has not been tabulated.

Less adjudication
Intelligent Mark Recognition (IMR[®]) and Positive Target Recognition & Alignment Compensation (PTRAC[®]) technologies reduce the number of ballots requiring time-consuming manual adjudication.

Easy to use
Touch-screen interface walks the user through the tabulation process step by step. Monitor position is adjustable for different heights and convenient storage.

Superior ballot feeding
Smart Pick technology auto-adjusts reverse belt tension, reducing the opportunity for misfeeds.

Advanced ballot control
Input tray friction pad and output tray advanced ballot guide engineering offer improved ballot control.

Customizable, full-speed sorting
No scanning interruptions for damaged ballots or ballots with exceptions. Sorts ballots into:

- Requires further review
- Write-ins
- Counted

Complete ballot control from start to finish

Let the DS950 handle scanning, separating and sorting ballots all without missing a beat. All ES&S tabulators scan ballots in any orientation - no need to make sure ballots are face-up and top-edge first before scanning.

For more information: [DS950 - Election Systems & Software](#)

4) What are the dimensions of the DS300 and storage bins?

- **DS300** Machine Dimensions (H x W x D)
- Screen closed: 5.5" x 14" x 16" (14 x 36 x 41 cm)
- Screen open: 13.5" x 14" x 16" (34 x 36 x 41 cm)
- DS300 ballot box: 41" x 23.75" x 27" (104 x 60 x 69 cm)
- Optional Plastic ballot box: 35.5" x 24" x 26" (90 x 61 x 46 cm)
- Optional Collapsible ballot box (assembled): 33" x 19.75" x 31" (84 x 50 x 79 cm)
- Optional Collapsible ballot box (stowed): 8.25" x 19.75" x 31" (21 x 50 x 79 cm)

5) What are the dimensions of the DS450?

- **DS450** Weight and Dimensions (H x W x D)
- DS450 unit: 137 lbs., 2 person lift: 32" x 45" x 20"
- Cart (without optional extensions): 178 lbs., 30" x 48" x 26"
- Cart (without optional extensions) fully loaded with DS450 unit, UPS, audit log printer, and report printer: 262 lbs.
- Optional cart extension: 16 lbs., 2" x 20" x 26" (folds down when not in use, can be added to either side or to both sides of cart)

6) What are the dimensions of the DS950?

- **DS950** Weight and Dimensions (H x W x D)
- DS950 unit: 200 lbs., 2person lift; 26"x 43"x 20"
- Cart (without optional extensions): 178 lbs., 30" x 48" x 26"
- Cart (without optional extensions) fully loaded with DS950 unit, UPS, and report printer: 450 lbs.
- Optional cart extension: 16 lbs., 2" x 20" x 26," folds down when

7) Does the tabulator we are receiving from ES&S come with a tabulator box?

Yes, the DS300 tabulators come with a large ballot box with wheels.

Incidentals

8) Are there any incidentals involved, like memory sticks, printing tape, etc. that can only be ordered from ES&S?

Each DS300 tabulator comes with (1) two reusable memory sticks, one for qualification and the other as a backup, and (2) a thermal paper roll. Towns can purchase additional supplies from ES&S as needed.

9) Does the ink/toner need to be replaced yearly or by election?

The Central Count units (DS450/DS950) have third-party printers that work like regular office printers. The toner is not required to be replaced for every election.

Programming and Software

10) Explain the process of election programming.

The ES&S election programming workflow is as follows:

- a) ES&S Customer Service Coordination (CSC) group manages an online portal where each town will enter all election data.
 - i. Credentials for portal access will be provided to each Municipality.
 - ii. The CSC group will work with the municipality to ensure that all required data is provided.
- b) ES&S Election Services group will configure the election and ballot layout using data from the online portal.
- c) Ballot layout proofs are provided to the municipality for approval and sign-off.
 - i. A print ready PDF file of the ballot is provided after approval.
- d) A municipality can use either the vendor of their choice for ballot printing services (e.g., ES&S or Adkins).
- e) An encrypted election database backup file is created by the ES&S Election Services group and uploaded to a Secure File Transfer Protocol (SFTP) site hosted by ES&S.
 - i. Credentials for SFT access will be provided to each Municipality.
- f) Municipality will access the SFTP site and download the encrypted election database file using their work PC and a designated USB memory stick. The Municipality will load the file onto the ES&S hardened laptop provided to each Municipality.
- g) The municipality will use the ES&S laptop to program USB memory sticks for each tabulator used in the election. At least one memory stick will need to be programmed.

11) Must ES&S program ballots, or can other vendors do so?

Only ES&S can program ballots.

Ballot Printing

12) Must we use ES&S for printing ballots, or may we use other vendors (e.g., Atkins)?

Towns may use ES&S or another vendor, such as Atkins, for ballot printing services.

Covering Costs

13) Who covers the cost of installation and training for the Tabulators?

The State of Connecticut

14) Who covers the cost of programming and printing ballots?

Municipalities

15) Is there a charge for burning the memory sticks?

No, Towns can burn their memory sticks using their secured ES&S laptop

16) Please elaborate on the “optional service” available to municipalities.

ES&S provides on-site routine maintenance services for the tabulators once every 12 months. This routine visit includes cleaning, lubrication, a diagnostic check, and calibration services. Additional service days can be purchased if needed for \$1,975/day.

Delivery Schedule

17) When will the Towns get the new Tabulators?

SOTS is deploying the voting machines starting in early 2025. The schedule will align with town elections, referenda, etc.

November Pilot Towns

18) Which towns participated in the 2024 November pilot?

Glastonbury, Rocky Hill, South Windsor, Wethersfield, Southington, Vernon, New Haven, New Britain, and Hamden

IVS

19) Will the IVS machine work with the ES&S ballots?

Yes. It was tested in the November 2024 election with the pilot towns.

20) How does the IVS get the Ballot definition file?

IVS downloads the election definition file from the ES&S SFTP site.

21) Will IVS still be able to print the test deck for Tabulator Testing?

Yes, IVS can print the ballots using the print-ready file. Alternatively, ES&S can send the test ballots to test the IVS ballot marking device.

22) How are the IVS Ballot details sent to the towns?

Upon programming and testing the ES&S test ballots, the IVS communicates them to the towns. The town offices will run a program (IVS Downloader) installed at each office years ago to transfer the audio ballot to a USB stick. The USB stick, in turn, is used to program the ballot-marking systems, which are always offline.

Tabulator Allocation Details

23) Why have we been allocated so many tabulators?

As mentioned, in determining tabulator allocation, we considered processing time, precinct size, voter turnout, and absentee ballot use, among other factors. Our overall goals were to (1) control for lines and prevent delays, (2) ensure sufficient backups to address any failures, and (3) provide sufficient centralized tabulation, including for purposes of recounts. In addition, each polling place must have one backup

tabulator. And, beginning July 1, 2025, PA 23-1, September Special Session, Sec. 3, requires registrars to ensure that each voting district uses at least one dedicated voting tabulator that only registers and counts votes for that district (See: CGS Sec. 9-238).

In determining town allocation, UConn's Voter Center applied various mathematical models for predicting queue length. The final allocation represents the number of tabulators needed to maintain control of lines based on the expected number of ballots and precinct size estimates and to achieve our other goals. The modeling process was as thorough as possible, and we do not believe we overestimated the number of tabulators needed by towns.

24) Please provide additional information on how you arrived at the tabulator deployment numbers.

We used the 2024 CT Election turnout data to predict relevant central count (AB/EV) and precinct (in-person) sizes. To be conservative, we inflate the predicted number of cast ballots for in-person voting and absentee/early voting. Voting tabulators are then assigned based on these inflated estimates.

In-person voting estimates and provisioning. We assume 50% of registered voters could submit a vote at the polling place. (This corresponds to a worst-case assumption that we might observe 62.5% of all ballots to be cast in-person, with an 80% aggregate turnout.) Our mathematical queueing model assumes that there are 5 hours of "peak" voting time, in which 60% of the in-person voters will submit a ballot. We assume an average of 5.5 seconds to cast a ballot. We then allocate DS300s to precincts such that 50% of voters (during peak) will have no longer than a 10-second queue time, and furthermore, 95% of voters (during peak) will have no longer than a 45-second queue time.

The result is that precincts where we expect to receive up to 3,000 ballots will receive 1 main DS300, with each voter having an average queue time of 6.72 seconds. Precincts where we expect greater than 3,000 ballots will receive 2 DS300s, and voters will have an average queue time of no more than 2.39 seconds. Every precinct will receive one additional backup that can be deployed in case of failure or longer than anticipated queues. This calls for a total of 1,563 DS300s to be deployed for in-person voting.

Centralized count voting estimates and provisioning. We assume 60% of registered voters could submit an absentee or EV ballot. (This corresponds to a worst-case assumption that we might observe 75% of all ballots to be cast in-person, with an 80% aggregate turnout.) We deploy DS300s, DS450s, and DS950s based on the estimated number of AB/EV ballots we assume a town will receive (see below). Every town receives at least one 1 central-count DS300s that can serve to tabulate EV ballots if new legislation provides for this. Towns receiving only DS300s for their centralized count equipment are given 1 DS300 as a centralized dedicated backup machine. Towns with DS450s and DS950s are given 2 additional DS300 backups (for a total of 3 DS300 backups, including the "EV pivot" DS300). The breakpoints for these allocations are as follows:

(2024) Registered Voters - Equipment:

0-8,333 - 3x DS300s

8,334-11,167 - 4x DS300s

11,167-14,167 - 5x DS300s

14,168-33,333 - 3x DS300s, 1x DS450

33,334+ - 3x DS300s, 1x DS950

Additionally, every town was given a DS300 for counting SDR ballots. Bridgeport and Stamford were given a backup DS450 due to the number of AB/EV ballots we expect them to receive. This brings our centralized count total to 725 DS300s, 43 DS450s, and 16 DS950s.

Reserve policy. To determine an appropriate reserve number, we consider a worst-case scenario in which every deployed unit fails with an independent probability of 3%. We want our reserve to be able to replace

everything that could fail in the field with a 99.99% probability. In other words, the probability that the number of failed units exceeds the number of units in reserve is no more than 0.0001. This gives us our reserve of 110 DS300s, 7 DS450s, and 4 DS950s.

Equipment at UConn. The UConn Voter Lab requested 4 DS300s and 1 DS450 for internal testing and audit preparation. This is factored into the total described below.

Policy totals. The policy total is 2,402 DS300s, 51 DS450s, and 20 DS950s. It can accommodate a 50% in-person voting rate, a 60% AB/EV rate, and EV tabulation as the ballots are cast.

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager RC
DATE: February 11, 2025
SUBJECT: Capital Request Flock Cameras

Summary of Agenda Item:

The police department is requesting capital funding to pay the initial installation and leasing fee to have 12 Flock Camera/Plate Readers installed at various critical locations in Berlin. The first year's cost including installation would be \$51,000. There would then be a yearly fee of \$36,000 to lease the cameras for year two and subsequent years. These cameras would work in conjunction to already installed cameras in surrounding towns. We would have access to data collected from Flock cameras in surrounding towns as well as around the country as well as some major businesses. The installation and use of Flock cameras was approved by the Berlin Police Commission.

Funding

The funds for the Flock Camera System would be funded through the Capital Budget.

Action Needed:

Presentation on the purchase of Flock Cameras for FY26 using the Capital Budget.

Attachments:

Quote

Prepared By:

Deputy Chief Drew Gallupe

Flock Safety + CT - Berlin PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Joe Rosenberg
joe.rosenberg@flocksafety.com
(914) 203-3281

Created Date: 11/27/2024
Expiration Date: 07/31/2025
Quote Number: Q-102909
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 240 Kensington Rd Berlin, Connecticut 06037

Ship To: 240 Kensington Rd Berlin, Connecticut 6037

Billing Company Name: CT - Berlin PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$36,000.00 |
| Flock Safety Flock OS | | | |
| FlockOS™ - Essentials | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon® | Included | 12 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|------------|----------|-------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | \$1,250.00 | 12 | \$15,000.00 |

Subtotal Year 1: \$51,000.00
Annual Recurring Subtotal: \$36,000.00
Estimated Tax: \$0.00
Contract Total: \$51,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

| Billing Schedule | Amount (USD) |
|-------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$51,000.00 |
| Annual Recurring after Year 1 | \$36,000.00 |
| Contract Total | \$51,000.00 |

*Tax not included

Product and Services Description

| FlockOS Features | Description |
|--|---|
| FlockOS™ - Essentials | An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community. |
| Flock Safety Falcon® | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance. |

FlockOS Features & Description

| FlockOS Features | Description |
|--|--|
| Community Network Access | The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases. |
| Unlimited Users | Unlimited users for FlockOS |
| State Network (License Plate Lookup Only) | Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state. |
| Nationwide Network (License Plate Lookup Only) | With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations. |
| Law Enforcement Network Access | The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction. |
| Time & Location Based Search | Search full, partial, and temporary plates by time at particular device locations |
| License Plate Lookup | Look up specific license plate location history captured on Flock devices |
| Vehicle Fingerprint Search | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks. |
| Insights & Analytics | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports. |
| ESRI Based Map Interface | Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture. |
| Real-Time NCIC Alerts on Flock ALPR Cameras | Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases. |
| Unlimited Custom Hot Lists | Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera |

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager
DATE: February 4, 2025 *RC*
SUBJECT: Purchasing and training of a SWOZI autonomous paint machine from Turf Robotics LLC utilizing the Educational Date Services Bid #12284

Summary of Agenda Item:

The Parks & Grounds Department is looking to replace a 2012 Brite Striper 2000 and a 2013 Smithco Super Liner. These two paint machines have performed exceptionally well for the department over the past ten years. Unfortunately, Smithco no longer manufactures this machine, making it increasingly difficult to purchase parts. We strive for efficiency, precision, and cost effectiveness in painting our athletic fields, implementing this robotic sports field line painter will provide numerous benefits that will improve operations and reduce long-term expenses. This adaptability makes it a valuable investment for our athletic programs reducing paint consumptions and promoting great sustainability in our facility maintenance practices.

This machine will be used to line 12 soccer fields, 6 lacrosse fields, 2 football fields, and 13 baseball and softball foul lines. We will also be able to modify and adjust the fields throughout the season as certain areas become worn from excessive play. Additionally, we hope to use it for logos and specialty lining at events held throughout the Town.

Funding:

- 110.25.2545.0.53224.00000 Playing Field Improvements \$44,950

Action Needed:

Move to approve the purchase of a SWOZI autonomous paint machine from Turf Robotics LLC utilizing the Educational Date Services Bid 12284 for amount not to exceed \$44,950.00.

Attachments:

Sufficiency of funds
Turf Robotics LLC SWOZI Quote
Sole source letter

Prepared By:

Steven T. Wood Superintendent of Parks & Grounds





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

| | |
|------|----------|
| DATE | 4-Feb-25 |
|------|----------|

| Purchase Item or Contract: | | Requested by: | |
|--|-----------------------------------|----------------|--|
| QUANTITY | DESCRIPTION | PRICE PER UNIT | \$ AMOUNT |
| 1.00 | Robotic Sports Field Line Painter | \$44,950.00 | \$44,950.00 |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| Account No. <u>110.25.2545.0.53224.00000- Playing Field Improvements</u> | | | TOTAL \$44,950.00 |

| | | | |
|---------------------------|-------------|---------------------------------------|-------------|
| Budgeted Amount..... | \$52,576.74 | Available balance..... | \$52,576.74 |
| Encumbrances to Date..... | \$0.00 | Amount Needed for This Package..... | \$44,950.00 |
| Expenditures to Date..... | \$0.00 | Available Balance After Purchase..... | \$7,626.74 |

Is a budget change needed? Yes No

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

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

or:

Dirimo C. Conway
Finance Director or Assist. Finance Director

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

Finance Director or Assist. Finance Director



Turf Robotics, LLC
 1041 New Britain Ave, West Hartford, CT
 06110, USA
 United States
 mark@turfroboticsllc.com
 Phone: + 1 8883846014

Price Quote: #0000385
 Issued on: Jan 31, 2025
 Expiry Date: Apr 1, 2025

SWOZI - Model AUTO Robotic Sports Field Line Painter

To: Steve Wood
 Berlin, CT
 swood@berlinct.gov

| Product or Service | Price | Quantity | Line Total |
|---|-------------|----------|-------------|
| SWOZI - SWOZI Cart Pro AUTO SWOZI - SWOZI Cart Pro AUTO | \$44,950.00 | 1 | \$44,950.00 |
| SWOZI - AUTO Battery Swapping Cradle w/ (2) 12V/18A Batteries SWOZI - AUTO Battery Swapping Cradle w/ (2) 12V/18A Batteries | \$0.00 | 1 | \$0.00 |
| SWOZI - Samsung Tablet SWOZI - Samsung Tablet | \$0.00 | 1 | \$0.00 |
| SWOZI - Shipping SWOZI - Shipping | \$0.00 | 1 | \$0.00 |
| SWOZI - Training SWOZI - 6 Hours Field Training | \$0.00 | 1 | \$0.00 |
| Sales Tax - *Not Included Sales Tax - *Not Included (Prices are subject to all applicable federal, state and local sales taxes.) | \$0.00 | 1 | \$0.00 |

Subtotal \$44,950.00

Total Price: \$44,950.00

Notes

Financing Option: 6 Year Term, \$9,200 per Year.



January 31, 2025

To Whom It May Concern,

This letter is to confirm that SWOZI is a sole source product, distributed exclusively in Connecticut by Turf Robotics of Hartford, CT.

There is no identical product to SWOZI available for purchase due to SWOZI's exclusive 3D Terrain Correction technology, GPS actuated spray head arm, 7 gallon paint capacity, 20 inch pneumatic turf tires, internal IMU (Inertial Measurement Unit), and integrated handlebar. Turf Robotics is the sole supplier in Connecticut due to exclusive distribution and marketing rights SWOZI has granted Turf Robotics.

If you require any additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mario Hutter". The signature is stylized and includes a large flourish at the end.

Mario Hutter
President & CEO

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: February 7, 2025

SUBJECT: Authorization to Request that Berlin be Included in the Federal Highlands Conservation Act Program Boundary

Summary of Agenda Item:

The Highlands Region encompasses more than three million acres of Pennsylvania, New York, New Jersey, and Connecticut. It is an area of national significance, possessing substantial natural beauty, containing contiguous forest and productive farmland, numerous cultural and historic sites, plentiful recreation opportunities, and the protection and supply of important drinking water sources for over fifteen million people. The U.S. Congress passed the Highlands Conservation Act, Public Law 10-421 that was signed into law on November 30, 2004, designating the Highlands as a significant national conservation priority region. The Highlands Conservation Act authorizes the Secretary of the Interior and the Secretary of Agriculture to provide financial assistance to Highlands States to preserve and protect high priority conservation land in the Highlands region and the United States Fish and Wildlife Service manages a voluntary grant program to assist Highlands States, local units of government, and private forest and farm landowners in the conservation of land and natural resources in the Highlands region in coordination with willing sellers. This program has assisted the acquisition and preservation of important properties in many Connecticut Towns and it has been used in combination with the Connecticut Department of Energy and Environmental Protection Open Space and Watershed Land Acquisition Program (OSWA) to substantially reduce the local contribution required for significant land purchases. Berlin is not in the area that is eligible for participation in this program. The nearest eligible Town is Farmington. Definition of the boundaries of the Highlands Area in Connecticut is managed through the Connecticut Department of Energy and Environmental Protection. It is recommended that the Town Council pass a resolution to request that Berlin be included in the Highlands Region in order to make the Town eligible for future funding opportunities related to the acquisition of significant properties possessing substantial natural beauty, containing contiguous forest and productive farmland, having cultural and historic significance, recreation opportunities, and/or the protection and supply of important drinking water sources.

Funding:

No funding is required to request that the Town be eligible to participate in the Highlands Program.

Action Needed:

Move to pass the following resolution:

WHEREAS, the Highlands region, encompasses more than three million acres of Pennsylvania, New York, New Jersey, and Connecticut; and

WHEREAS, the Highlands region is an area of national significance, possessing substantial natural beauty, containing contiguous forest and productive farmland, numerous cultural and historic sites, plentiful recreation opportunities, and the protection and supply of important drinking water sources for over fifteen million people; and

WHEREAS, the U.S. Congress passed the Highlands Conservation Act, Public Law 10-421 that was signed into law by the President of the United States on November 30, 2004, designating the Highlands as a significant national conservation priority region; and

WHEREAS, the Highlands Conservation Act authorizes the Secretary of the Interior and the Secretary of Agriculture to provide financial assistance to Highlands States to preserve and protect high priority conservation land in the Highlands region; and

WHEREAS, the United States Fish and Wildlife Service manages a voluntary grant program to assist Highlands States, local units of government, and private forest and farm landowners in the conservation of land and natural resources in the Highlands region in coordination with willing sellers; and

WHEREAS, land preservation efforts in the Highlands region should link the parks, historic sites, wetlands, wildlife habitats, streams, rivers, reservoirs, watershed, trails, scenic and natural lands and other protected areas unique to the region for the enjoyment of future generations;

NOW THEREFORE BE IT RESOLVED that the Berlin Town Council supports being included in the federal Highlands boundary, as maintained by the U.S. Fish and Wildlife Service for the Highlands Conservation Act grant program, thereby qualifying for financial and technical assistance provided by the U.S. Congress and authorizes the Mayor to submit a letter and such supporting material that is required to request that Berlin be included in the federal Highlands boundary.

Attachments:

1. Highlands Conservation Act Information
2. Highlands Conservation Act Potential Expansion Area Map

Prepared By:

Chris Edge, Economic Development Director C E
Mareen Giusti, Town Planner



Highland H2O Greenprint Collaborative

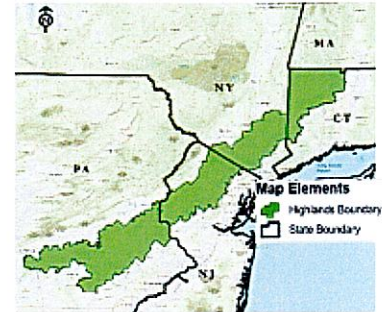
COULD YOUR TOWN BE A HIGHLANDS TOWN?



Highlands Conservation Act Objectives:

- * Clean drinking water
- * Healthy forests
- * Thriving wildlife populations
- * Productive agriculture
- * Abundant recreational opportunities

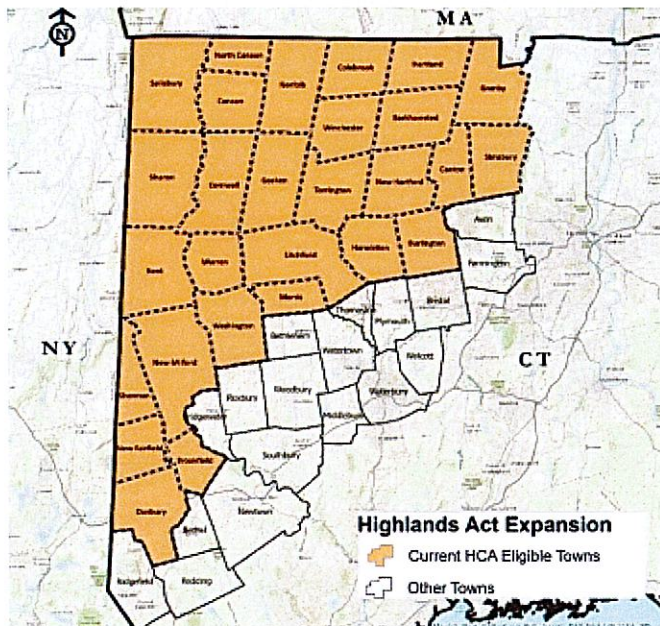
Background: The Highlands region spans 3.4M acres across four states: Connecticut, New York, New Jersey, and Pennsylvania. The Highlands Conservation Act was first passed by Congress in 2004 to conserve lands with important natural resources in this region. Since that time, it has brought *over \$80 million dollars* in federal conservation funding to the four states for use in Highlands communities. Administered by the U.S. Fish and Wildlife Service, funds are dispersed by state agencies (in CT, the Department of Energy and Environmental Protection), to support land conservation projects that advance Highlands Conservation Act Objectives.



In December 2022, the Highlands Conservation Act was reauthorized with some significant new provisions:

- **Additional Highlands Eligible Towns:** The area eligible for Highlands Conservation Act funding can be expanded to include new towns in the region.
- **Newly Eligible Conservation Interest Holders:** County and municipal government entities can now be recipients of Highlands Act funding for land conservation.
- **Highlands Resource Updates:** U.S. Fish and Wildlife will update its project eligibility criteria in alignment with the conservation objectives, best available data and current science.

What New Towns May Be Eligible For Highlands Act Funding?



The original Highlands Conservation Act identified 28 Northwest CT towns as part of the Highlands Region. Communities southeast of the Rte. 202 corridor in Western Connecticut were left out, although many of these towns have natural resources supporting the conservation objectives the Highlands Act aims to protect. Similarly, in the other three states, towns with Highlands conservation resources were excluded from the Highlands Region.

The reauthorization of the Highlands Conservation Act expansion of the Highlands Region boundary to include additional towns that contain Highlands resources.

We can help your Town apply for inclusion in the Highlands Region (if it is not already) and attract federal conservation dollars for qualified land protection opportunities in your community.

Frequently Asked Questions

- (1) What does my town need to do?
Town leadership (town council, first selectman, mayor) needs to state (e.g. through a letter or resolution) willingness to be added to the Highlands Region.
- (2) How can my town position itself to be eligible for Highlands Act funding?
Indicating your town's willingness to be added to the Highlands Region is the first step in enabling conservation projects in your town to receive Highlands Conservation Act funds.
- (3) Does this commit my town to anything?
No. It will enable your town to be eligible for funding only. It does not commit the town to applying for funding, nor does it guarantee funding.
- (4) Would this impact the town's grand list or mill rate?
No. Being included in the Highlands Region allows for the potential use of federal Highlands funding in efforts to protect property with willing landowners in the community. The funding passes through to qualified state, county or municipal government entities that will purchase conservation land (through ownership, conservation easement, or both in combination).
- (5) Does this add regulations or oversight in my town?
No. If your town is added to the Highlands Region, there will be no additional regulations or oversight, just the potential to access federal funding.
- (6) Is every undeveloped parcel in my town potentially eligible?
The U.S. Fish and Wildlife Service has eligibility criteria based on the Highlands conservation objectives. These criteria are being updated based on the 2022 reauthorization language. We expect along with this update, the criteria will expand to new Highlands towns.
- (7) What happens next?
If your town leadership indicates willingness to be added to the Highlands Region, the letter or resolution will be forwarded to the Connecticut DEEP. The State will make a recommendation to the U.S. Fish and Wildlife Service. The Director of U.S. Fish and Wildlife will have final approval.
- (8) Is there a deadline or a window of opportunity to state my town's willingness to be added?
There is currently no deadline to indicate your willingness to be added to the Highlands boundary. We anticipate U.S. Fish and Wildlife Service will review requests periodically. There is likely benefit to indicating willingness sooner (e.g. Spring 2023) rather than later.
- (9) How does my town become a conservation interest holder? What does that entail?
While permitted in the 2022 reauthorization language, the details of municipal and county governments receiving Highlands funds for land conservation are still being worked out.

Who can I contact with additional questions?

Housatonic Valley Association
Tim Abbott
(860) 605-5625 | tabbott@hvatoday.org

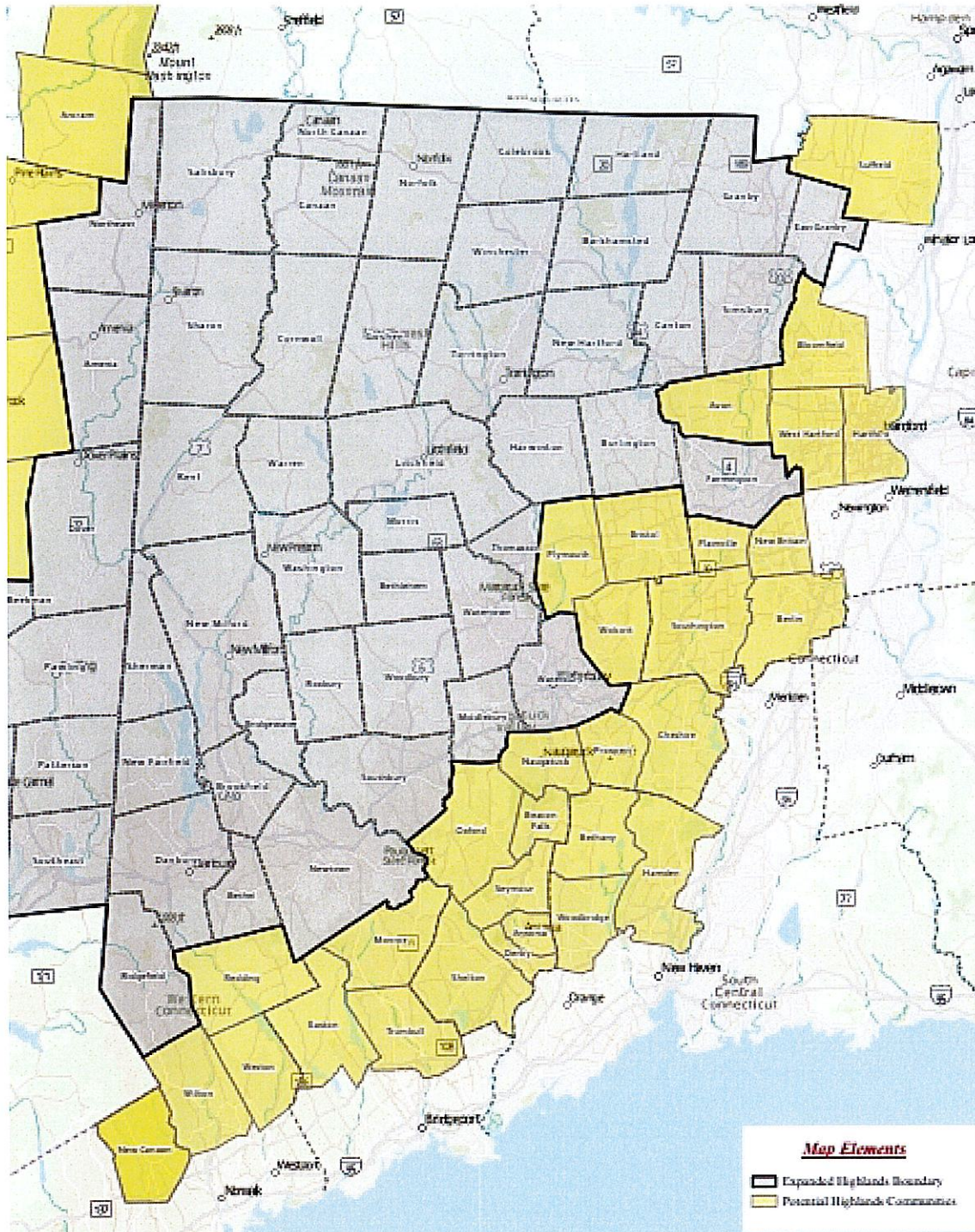


Highlands Conservation Act

Expansion Opportunities



The Highlands Conservation Act authorizes the U.S. Fish and Wildlife Service and the U.S. Forest Service to work together to help the Highland states, local governments, non-profits, and private landowners to conserve the land and natural resources of the Highlands region.



Map Date: 10/1/2010
 Map Project: Highlands Conservation Act
 Map Author: Highlands Foundation
 Map Reviewer: Highlands Foundation
 Map Contact: Highlands Foundation



Highlands Conservation Act
 U.S. Forest Service
 U.S. Fish and Wildlife Service
 Highlands Foundation

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Ryan Curley, Town Manager *RC*

DATE: February 11, 2025

SUBJECT: Authorization for the Town Manager to enter a Grant Contract with Kensington Volunteer Fire Department Grant for the purchase of property adjacent to the Kensington Fire Department

Summary of Agenda Item:

The Town Council previously appropriated \$75,000 from General Fund Unassigned Fund Balance FY 25 to the Volunteer Fire Department Grant Account to provide a grant to the Kensington Volunteer Firemen's Association for the District of Kensington and Town of Berlin for its purchase of a portion of the property located at 892 Farmington Avenue adjacent to the Kensington Fire Department to maintain its existing access drive to Farmington Avenue. The Town Council also referred this matter Corporation Counsel for purposes of documenting the transaction. The Council resolved that the appropriated funds be used solely for the purchase of the subject property and not be disbursed until the closing of the purchase. Further, the purchase is subject to successful completion of a Phase I ESA, title search, survey, and execution of a purchase and sale agreement and other customary closing documents.

The Corporation Counsel prepared a grant agreement for the \$75,000 grant to the Kensington Volunteer Firemen's Association to the District of Kensington and Town of Berlin for this project and it is requested that the Town Council authorize the Town Manager to execute the grant agreement, subject to the terms and conditions as previously approved by the Town Council.

Funding:

This grant is funded by \$75,000 in the Volunteer Fire Department Grant Account.

Action

Move to authorize the Town Manager to execute a grant agreement with The Kensington Volunteer Firemen's Association for the District of Kensington and Town of Berlin ("KVF") to provide a \$75,000 grant for its purchase of a portion of the property located at 892 Farmington Avenue adjacent to the Kensington Fire Department to maintain its existing access drive to Farmington Avenue, subject to review and approval of Corporation Counsel.

Attachments:

1. Grant Agreement
2. Sufficiency of funds

Prepared By: Chris Edge, Economic Development Director *CE*

GRANT AGREEMENT

THIS AGREEMENT made and entered into this ___ day of February, 2025 (the “**Effective Date**”) by and between the **Town of Berlin** (herein called "Town"), a municipality organized and existing under the laws of the State of Connecticut, and the **Kensington Volunteer Firemen’s Association for the District of Kensington and the Town of Berlin dba Kensington Fire Rescue**, a Connecticut Nonprofit Corporation and qualified 501(c)(3) non-profit charitable organization (herein called the “KFD”), (ADDRESS), Berlin, CT 06037. The Town and KFD each are a “**Party**” and collectively they are referred to herein as the “**Parties**”.

WITNESSETH:

WHEREAS, in accordance with the Connecticut General Statutes, KFD was established to provide fire protection and emergency services to the Town of Berlin, Connecticut including the Kensington section; and,

WHEREAS, KFD’s mission supports the Town by providing fire protection and related emergency services to the Town; and,

WHEREAS, KFD operates from and on the real property located at 880 Farmington Avenue in Berlin (“Firehouse”);

WHEREAS, the Town and KFD, working in concert, have negotiated with Matson Realty LLC for the purchase, by KFD, of a portion of the property located at Map 9-1, Block 80, Lot 3 as generally defined by the attached map (Exhibit __)(the “**Property**”); and

WHEREAS, KFD will enter into a Real Estate Purchase Contract to purchase the Property for the sum of \$75,000.00 (the “**Purchase**”); and,

WHEREAS, the Town’s Council (the “**Council**”) finds that the Purchase of the Property by KFD assists the Town in fulfilling a core governmental function through the furtherance of the mission of the KFD; and,

WHEREAS, the Council finds that it is in the best interests of the Town to participate in the Purchase through a monetary grant to the KFD; and,

WHEREAS, the Town and the KFD have agreed to the following terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, it is agreed as follows:

1. KFD's Responsibilities.

- A. KFD shall use the "**Grant**" (as described below): (i) to acquire the Property, and (ii) to utilize the Property as a KFD facility.
- B. As express conditions precedent to the award of the Grant:
 - i. KFD shall obtain a Phase I environmental site assessment, provide same to the Town for review and such Phase I ESA shall be satisfactory to the Town and KFD.
 - ii. KFD shall obtain an A-2 survey of the Property.
 - iii. KFD shall obtain a title search for the Property and such title search shall be satisfactory to the Town and KFD.
- C. Subsequent to the award of the Grant:
 - i. KFD may not assign or grant any interest in the Property except with the express prior written consent of the Town.
 - ii. KFD shall, at all times, provide and maintain property, casualty and general liability insurance for the Property.
 - iii. Any modifications or alterations to the Property require the express prior written consent of the Town.
 - iv. The Property will be used only for the provision of fire protection and emergency services by KFD for the benefit of the residents of the Town.

2. Town's Responsibilities.

- A. Grant. Subject to the KFD's timely performance of its obligations set forth in Section 1 above, the Town shall pay as a Grant to the KFD the sum of seventy five thousand dollars (\$75,000.00). The Town will remit the Grant proceeds to the KFD at the closing of the acquisition the Property.
- B. The Town Manager and Town Attorney of the Town shall review and approve before execution the Purchase and Sale Agreement and all ancillary documents to be executed by KFD in connection with its acquisition of the Property.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue until April 30, 2025 unless extended by the parties.

4. Liability Insurance. KFD, at its own expense, shall maintain sufficient liability insurance against claims or lawsuits which result from the actions of KFD or its employees, contractors, or agents on the Property. Town is a body corporate and politic of the State of Connecticut, subject to immunity pursuant to Connecticut statutory and common law. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth pursuant to Connecticut law.

5. Indemnification.

- A. KFD agrees to indemnify and hold the Town harmless from any claim or damages for injuries, including costs and reasonable attorney fees, resulting from the use by KFD, its agents, employees, members, officers, and invitees, of the Property or any actions of its contractors, employees, or agents in installing any improvements thereon.
- B. Town agrees to indemnify and hold the KFD harmless from any claim or damages for injuries, including costs and reasonable attorney fees, resulting from the use by KFD, its agents, employees, members, officers, and invitees, of the Property or any actions of its contractors, employees, or agents in installing any improvements thereon.

6. Assignability. The rights and obligations of the KFD under this Agreement are not transferable or assignable in whole or in part without the written consent of the Town.

7. Restrictions

A. Negative Pledge

KFD shall execute a Negative Pledge and Agreement (“Negative Pledge”) in a form acceptable to the Town, which Negative Pledge shall provide that the Applicant shall not sell, lease, transfer, assign, or in any way encumber or otherwise dispose of the Property, in whole or in part, without first obtaining the written consent of the Town. The Negative Pledge shall be recorded on the land records of the Town of Berlin.

B. Use Restriction

KFD covenants and agrees that the Property shall be used primarily to provide fire protection and emergency services to the Town of Berlin, including the Kensington section. KFD shall execute a Declaration of Restrictive Covenant (“the Covenant”) in a form acceptable to the Town, which shall be filed on the land records of the Town of Berlin. The Covenant shall be enforceable by the Town of Berlin and shall provide that any conveyance of the Applicant’s Project Property shall be subject to the terms of the Covenant.

8. Waiver. No failure of the Town to exercise any power given to it under this Agreement, or to insist upon strict compliance by the KFD with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of the Town's right to demand exact compliance with those terms upon any subsequent default.

9. Independent Contractor. In making and performing this Agreement, KFD acts and shall act at all times as an independent contractor, and nothing contained in this Agreement shall be so construed or applied as to create or imply the relationship of partners, of agency, joint adventurers, or of employer and employee between the Parties hereto.

10. Public Funds and Public Monies.

- A. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the Town. Said funds shall maintain the nature of "public funds" while in KFD's possession.
- B. KFD's Obligation: KFD, as recipient of "public funds" and "public monies" pursuant to this Agreement, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement. KFD understands that it, its officers, and employees may be criminally liable for misuse of public funds or monies. KFD expressly understands that Town may monitor the expenditure of public funds by KFD. KFD expressly understands that Town may withhold funds or require repayment of funds from KFD for noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

11. Political Activity Prohibited. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

12. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

13. Ethical Standards. KFD represents that it has not: (a) provided an illegal gift to any Town officer or employee, or former Town officer or employee, or to any relative or business entity of a Town officer or employee, or relative or business entity of a former Town officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any Town officer or employee or former Town officer or employee to breach any of the ethical standards set forth in State statute or Town ordinances.

14. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Governing Law. This Agreement shall be interpreted according to the laws of the State of Connecticut.

16. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning its subject matter, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties with reference to it and not embodied in this Agreement shall be of any force or effect.

17. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective

Date.

TOWN OF BERLIN

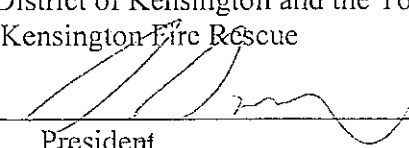
By: Its Interim Town Manager

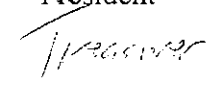
Approved as to form:

By: W. Lee Palmer

Jeffrey M. Donofrio
Town Attorney

Kensington Volunteer Firemen's Association for
the District of Kensington and the Town of Berlin
dba Kensington Fire Rescue

By: 
President


Treasurer



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

| | |
|------|-----------|
| DATE | 12-Feb-25 |
|------|-----------|

| Purchase Item or Contract: Economic Development | | Requested by: J. Mahoney | |
|--|---|---------------------------------|--------------------|
| QUANTITY | DESCRIPTION | PRICE PER UNIT | \$ AMOUNT |
| 1.00 | Kensington Vol. Fire Dept. Driveway Land Purchase Grant | \$75,000.00 | \$75,000.00 |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| TOTAL | | | \$75,000.00 |

Account No. 001.15.1531.0.53433.00000

| | | | |
|---------------------------|-------------|---------------------------------------|-------------|
| Budgeted Amount..... | \$75,000.00 | Available balance..... | \$75,000.00 |
| Encumbrances to Date..... | \$0.00 | Amount Needed for This Package..... | \$75,000.00 |
| Expenditures to Date..... | \$0.00 | Available Balance After Purchase..... | \$0.00 |

Is a budget change needed? Yes No

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

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

Kevin Delaney

 Finance Director or Town Accountant

or:

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

 Finance Director or Town Accountant

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager *RC*
DATE: February 11, 2025
SUBJECT: Discussion and Consideration of Fiscal Year 2026 Additional Capital Requests for Departments 38 and 61

Summary of Agenda Item:

Throughout the Capital Plan development and discussion of Fiscal Year 2026, the following Capital Projects have been identified as additional priorities for the Facilities Department with respect to the overall list. The items listed below are for consideration to keep moving forward in the budget process, with additional supporting documentation forthcoming as needed and requested with the narratives and needs to be discussed during the meeting.

DEPARTMENT NO. 38:

1. Timberlin Clubhouse- electrical panel upgrades =\$50K. (allowance)
2. Timberlin Maintenance Building= Reroofing, gutters, doors and window replacements=\$150K. (allowance)
3. Town Hall & Library-LED Lighting Upgrades=\$200K(allowance)

DEPARTMENT NO.61:

1. Willard School- Replacement of one of two boilers=\$100K (quoted)
2. McGee School-LED Lighting Upgrades=\$200K (allowance)

Funding:

TBD

Action Needed:

Presentation on the funding allocations listed below within Department numbers 38 and 61 Fiscal Year 2026 Capital requests pending further supporting documentation and site visits as needed and requested.

DEPARTMENT 38:

1. \$50K for Timberlin Clubhouse electrical panel upgrades
2. \$150K for Timberlin Maintenance Building Reroofing, gutters, windows and door replacements.
3. \$200K for Town Hall and Library LED Lighting Upgrades.

DEPARTMENT 61:

1. \$100K for replacement of one boiler at Willard School
2. \$200K for McGee School LED Lighting Upgrades

Attachments:

None

Prepared By:

Douglas Solek, Facilities Director

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager *RC*
DATE: February 10, 2025
SUBJECT: Purchase one Toro “Groundsmaster 5910” Mower and appropriate accessories for the Parks and Grounds Department utilizing Sourcewell Contract #129829.

Summary of Agenda Item:

The Parks and Ground Department received funding to replace one Large Mower. Steve Wood, Superintendent for Parks and Grounds, worked with Jim Simons, Fleet Manager, to identify the appropriate machine that will meet the Towns needs and has an excellent product review. The local dealer for this machine is Turf Products of Enfield Connecticut, who provided a quote utilizing Sourcewell Contract #129829.

The cost of the new Toro Mower is \$159,999.83.

Funding:

001.25.2545.0.54000.00124, Rotary Mower \$160,000

Action Needed:

Move to approve the purchase of one Toro “Groundsmaster 5910” Mower and appropriate accessories for the Parks and Grounds Department utilizing Sourcewell contract #129829, for an amount not to exceed \$160,000.

Attachments:

Certification of Sufficiency of Funds

Prepared By:

James Simons, Fleet Manager



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

| | |
|------|-----------|
| DATE | 12-Feb-25 |
|------|-----------|

| Purchase Item or Contract: Public Grounds/Garage | | Requested by: S. Wood/J. Simons | |
|---|--------------------------------|--|---------------------------|
| QUANTITY | DESCRIPTION | PRICE PER UNIT | \$ AMOUNT |
| 1.00 | New Large Grounds Mower | \$160,000.00 | \$160,000.00 |
| | | | - |
| | | | - |
| | | | - |
| | | | - |
| Account No. <u>001.25.2545.0.54000.00124</u> | | | TOTAL \$160,000.00 |

| | | | |
|---------------------------|---------------------|---------------------------------------|---------------------|
| Budgeted Amount..... | <u>\$160,000.00</u> | Available balance..... | <u>\$160,000.00</u> |
| Encumbrances to Date..... | <u>\$0.00</u> | Amount Needed for This Package..... | <u>\$160,000.00</u> |
| Expenditures to Date..... | <u>\$0.00</u> | Available Balance After Purchase..... | <u>\$0.00</u> |

Is a budget change needed? Yes No

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

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

Kevin Delaney

 Finance Director or Town Accountant

or:

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

 Finance Director or Town Accountant

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley, Town Manager *RC*
DATE: February 10, 2025
SUBJECT: Vehicles and Equipment for Consideration in the FY26 Budget

Summary of Agenda Item:

Please consider the listed vehicles and equipment on Tier 1 in the FY2026 Budget

| <i>Vehicle & Equipment Replacement Request FY26</i> | | | |
|---|--------------------|---------------|---------------|
| <i>Department</i> | <i>Description</i> | <i>Tier 1</i> | <i>Tier 2</i> |
| Public Works | Pickup truck | \$ 55,000 | |
| Fire Department | Command vehicle | \$ 80,000 | |
| | E10 Body Repair | \$ 55,000 | |
| Facilities | Van | \$ 55,000 | |
| | Enclosed Trailer | | \$ 22,000 |
| Highway | Flatbed | | \$ 75,000 |
| | Loader | \$ 229,500 | |
| | Track Loader | \$ 90,000 | |
| Park and Grounds | Small Dump Truck | \$ 125,000 | |
| | Large Mower | | \$ 168,000 |
| Police Department | Police Cars ** | \$ 220,000 | |
| Senior Center | Bus ** | \$ 130,000 | |
| | Total | \$ 984,500 | \$ 265,000 |

** Possible funding from other sources

Explanation of each request:

DPW Pickup – \$55,000

Pickup truck - replacement for the hand me down old police cruisers to a small 4X4 pickup truck. The old cars are not suited for the field work being performed by the DPW employees.

Facilities Department – \$77,000

Facilities Department Trades Van - this is a direct replacement for a 2006 van with over 115,000 miles on it. It has rust throughout the body. The van is used by one of the trades men daily maintaining the town buildings and facilities.

Fire Department – \$135,000

Engine 10 - a 2010 Pierce engine has extensive rust in the fire apparatus body, the remainder of the truck is in decent shape. A price quote from Pierce for a new body is \$200,000 plus shipping, additional work would

include paint, trimming and mounting the body adding another \$60,000. New trucks are \$1.4 million. Jim Simons, Fleet Manager, thinks that by repairing the rust we can get another 10 years out of the truck. Command/Communications vehicle - current vehicle is a 2013 Expedition formally a police supervisor vehicle with 100,000 miles on it. The new vehicle would be an extended cab 1500 series pickup truck with a cap and equipment slide out.

Highway Department - \$319,500

Payloader - this is a 2006 large payloader that is used daily by the Highway Department performing road maintenance. In 2020, the Town spent \$50,000 on overhaul work and in 2023 spent another \$21,000 rebuilding the transmission. Jim Simons feels that the machine is still a good machine but is becoming unreliable to the Highway Department's only piece seeing its use during adverse weather and clean up from those situations. Plan is to purchase a new unit that will become the primary payloader and keep the older unit for back up, yard work and in the salt shed.

Track Loader - the Highway Department requests purchasing a 2025 Caterpillar Compact Track Loader, Model No. 265, for a total price of \$89,950. H.O. Penn of Newington, CT provided a detailed quote discounted by Sourcewell Contract No. 011723-CAT. The Highway Dept rented a similar machine over the summer of 2024 for two months and used it successfully on road prep and support during paving. Highway Staff recommend purchasing this machine, which can load a Town dump truck due to its 11-foot loading height and can run many attachments in addition to its general-purpose bucket. This machine can be used to remove curbing and widen shoulders, backfill, sweep roadways, remove and load broken pavement, place processed aggregate and other materials, and excavate for drainage projects. Public Grounds has a smaller track loader, which their staff use constantly, but this larger machine is needed for road work and road drainage projects. If this machine is not purchased, Staff will rent a similar machine for three months each construction season at an approximate cost of \$4,700 per month.

Park and Grounds - \$125,000

Dump Truck - this is a direct replacement for a 2008 F-550 dump truck, with a plow and sander. The Parks Department utilizes the dump truck to maintain town property. The current unit had the cab floors, rocker panels and dump body replaced. The life of living in a caustic salt environment has taken its toll. The proposed new truck is a 19,500 GVWR regular cab 4X4, steel dump body with a plow and poly sander.

Police Department - \$220,000

Police Vehicles - Marked and unmarked. The request is to replace four vehicles. The hope is to replace three marked vehicles and one unmarked vehicle. Marked patrol vehicles are the backbone of everyday policing our community. Berlin has eighteen marked police cars, eight of these cars are assigned (K9, Supervisor, SRO, Traffic, Training, and Court); the replacement criteria is age and mileage (4 years or 100,000 miles). Assigned marked cars replacement is 6 years or 120,000 miles. Unmarked vehicles are used by the Detective Division or Administration; the replacement schedule is 10 years or 120,000 miles.

Senior Center - \$130,000, Possible State DOT Grant

Bus - this is to replace the van transport unit for the Senior Center. The current unit is a 2009 van-style transport that really does not meet their current needs. The plan is to replace this 15-year-old van with an 8-passenger minibus equipped with a wheelchair lift. The Senior Center Director applied for a grant from CT DOT for this, but that grant was not approved this year.

Water & Sewer - \$83,000 Funded from W&S Budget

Utility Truck - the Water Department's main service truck is a 2013 utility truck with 165,000 miles on. The plan is to replace this truck with a like vehicle, 3/4-ton single rear wheel 4x4 with a utility body. The old unit will become their spare and the 2010 Small SUV will be reassigned or sold.

Funding:

No Funding Needed

Action Needed

Presentation on the Vehicles and Equipment for consideration in the FY26 Budget.

Attachments:

None

Prepared By:

Jim Simons, Fleet Manager

Agenda Item No. 10
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Ryan Curley Town Manager RC
DATE: February 10, 2025
SUBJECT: Submission of a List of Blighted Properties per Section 4-15 of the Ordinances of the Town of Berlin for Action by the Town Council

Summary of Agenda Item:

Chapter IV. Article 2 of the Ordinances of the Town of Berlin is concerned with vacant and blighted buildings. This article defines vacant buildings and sets forth a process for the establishment of an “approved” list of blighted premises. This process requires that the Town Manager request a report of blighted properties per the definitions in the ordinance from Town departments heads and that based on these reports and other information, the Town Manager prepare a blighted properties list and present it to the Town Council for approval, disapproval or modification. The Town Manager has requested a report of blighted properties from Town department heads and, based upon these reports and other information, is submitting herewith a list of blighted properties to the Town Council for approval, disapproval or modification. The Town Council has 75 days after receipt of this list to approve, disapprove or modify the blighted properties list. That process was done by the Town Manager, and a list of proposed blighted properties was submitted to the Town Council for approval, disapproval or modification on January 21, 2025. Three properties have been removed from the list as one has been demolished, one rehabbed and one was a Town property which should not have been included initially and also will be demolished in the near future.

Funding:

None needed

Action Needed:








Move to approve the attached amended blighted properties list originally submitted to the Town Council from the Town Manager at the January 21, 2025 Town Council meeting.

Attachments:

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

Prepared By:

Ryan Curley, Town Manager

| Blighted Properties List January 14, 2025 | | | | | | | | | |
|--|-------------------|---|--|---|---|---|---|----------------------------|---|
| Street No. | Street Name | Photo | Mailing Owner | Mailing Address | Reason(s) for Blight | Department | Comments | Official Notification Sent | Status |
| 529 | Berlin Turnpike |  | Jeffrey Respler @ 529 Berlin Turnpike Realty LLC | 833 Glen Drive Woodmere, NY 11598 | Vacant, broken windows and doors, dilapidated, history of vandalism, overgrown | Planning & Zoning; Police Department | Former Tesco Fork Lift. Owner has indicated in past that with each clean-up, property was vandalized again. Property has sat vacant for several years | 5/7/2015 | Recommend to remain on Blight List. *Possibly being sold. ZEO was contacted by an attorneys office for documents needed for a closing. |
| 77 | Ellon Road |  | Raymond Szajkowski | per Corporation Counsel | Vacant and overgrown; structures deteriorating; neighbor complaints | Planning & Zoning | Property should remain on Blight list. The Town has been working for several years through corporation Counsel with the courts to compel compliance. The Town was allowed by the court to do a minimal amount of clean-up and maintenance. | 5/7/2015 | Recommend to remain on Blight List. Compliance being pursued by Corporation Counsel in Court- As of 1-3-25 The exterior blight cleanup has been completed by the Town. |
| 1252 | Farrington Avenue |  | Nando & Victoria Calif | 12 Ridgeview Drive Farrington, CT 06032 | No sign of occupancy, abandoned/inoperable motor vehicle in the rear yard. Overgrowth in the rear of the property. | Planning & Zoning | House across from Farmer's Cow Minimal cleanup in front and immediate vicinity around the house has been accomplished since being added to the Blight List. The rear still has an unoperable vehicle, overgrown lawn/shrubs and an old deteriorated shed | 5/7/2015 | Recommend to remain on Blight List. Remains vacant and not fully compliant |
| 303 | New Britain Road |  | Connecticut Sand & Stone Corp. President - Roger Tofflon at 7 West Main Street Plainville, CT 06062 | 8 Woodland Park Shelton, CT 06484 | Abandoned, vacant, delapidated factory | Police Department; Economic Development | East of McDonalds access north of Prentiss Place (White Oak Property)- Owner is working with Town Economic Development office and pursuing approval from the State regarding contaminated soils for ultimately redevelopment for industrial use of the site. Obtained 2018 WWC Approval for fill and regrading. | 5/18/2015 | Recommended to remain on Blight List. PD reported continual squatting and trespassing due to neglect of property. |
| 983 | Worthington Ridge |  | Martin Perzanowski | 973 Worthington Ridge Berlin, CT 06037 | Vacant, used for storage, overgrown, broken and boarded windows, roof compromised on rear addition. | Planning and Zoning | Old Town Hall, historic structure in the Worthington Ridge Historic District. "Demo by neglect" is concern of HDC. | 2/8/2023 | Recommend to remain on Blight List. Periodic communication with Zoning office that results in some work being completed on the property. |
| 198 | Deming Road |  | THOR DEMING LLC | 198 Deming Road | Vacant, overgrown with unsightly materials | Chris Edge; Econ Dev | | | Recommended to add for 2025 Blight List. |
| 1940 | Berlin Turnpike |  | Hunter Management, LLC | 350 CENTER ST WALLINGFORD CT 06492 | Vacant, series threat to health and safety, missing or boarded windows, garage and other abandoned items, overgrown grass and weeds | 1Police Dept | Attracting illegal activity and community complaints; see PD report | | Recommended to add for 2025 Blight List. |



Conservation Commission # 2

Please return application to:

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

TOWN OF BERLIN

Application for Appointments to Boards and Commissions

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

Please list your Board/Commission preference below:

- 1. Inland Wetlands & Watercourses 2. Conservation

Name: William A. JACKSON Telephone No.: (860) 213-3152

Home Address: 289 HIGH ROAD Number of years in Berlin: 30+

Email Address: jacksonw@gmail.com / jesoi@sbcglobal.net

Are you a Registered Voter? Yes Party Affiliation: Republican

B.S.

Educational Background (optional)

JACKSON ENVIRONMENTAL, LLC, 289 HIGH RD, BERLIN Present Employment (company/position/address) CONSULTANT

Current and Past Civic/Community Involvement: IWC - Inland Wetlands AND Watercourses Commission

Tell us why you feel qualified for this appointment: I am familiar with State and Regulations (Wetlands)

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

IWC: Would need to recuse myself for applications I worked on as consultant

Signature: [Handwritten Signature]

Date: Nov 21, 2022

- 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.

RECEIVED FOR REPLY NOV 21 2022 BERLIN TOWN CLERK


Kathy G... BERLIN, CT.

Sean Danko

Town of Berlin | Generated 2/12/2025 @ 9:00 am by OnBoardGOV - Powered by ClerkBase

Status

Name Sean Danko
Application Date 2/11/2025
Expiration Date 2/11/2124
Status Received

| Board | Vacancies | Status | Actions |
|-------------------------|-----------|---------|---|
| Conservation Commission | 1 | Pending |  |

Basic Information

Name Sean Danko

Contact Information

Address 4 Worthington lane
Berlin, CT 06037
Yes, I am a resident Yes
Email danko10101@gmail.com
Phone 8605188808

Occupation

Employer Zavarella woodworking
Job Title Manager

What is your political party affiliation?

Republican

Number of years in Berlin

>1

Tell us why you feel qualified for this appointment

I believe I have a good moral standard, and skills that could help plan, preserve and sustain efforts in the community.

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)

Not yet

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2025 FEB 12 AM 9:01

Katlynn Glasse
BERLIN, CT



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

TOWN OF BERLIN
Application for Appointments to Boards and Commissions

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

Please list your Board/Commission preference below:

1. Conservation Commission 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: Brandon Peate Telephone No.: 860-841-5556

Home Address: 336 Alling St Number of years in Berlin: 20
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: brandonpeate@gmail.com

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

B.A. Urban Studies; Geographic Information Systems (GIS) from the University of Connecticut
Educational Background (optional)

City of Bristol / Zoning Enforcement Officer / 111 North Main Street, Bristol, CT 06010
Present Employment (company/position/address)

Current and Past Civic/Community Involvement: Eagle Scout Troop 41 (East Berlin), Berlin Upbeat,

BHS Marching Band Drum Major

Tell us why you feel qualified for this appointment: I have worked in several land use departments
and have dealt with the preservation of open space, specifically during my time in Gallatin County, MT and Newtown, CT.

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

Signature: *Brandon Peate* Date: 2/14/2025

- 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.

RECEIVED FOR RECORD
BERLIN TOWN CLERK

2025 FEB 14 AM 10:20

Katya G...

BERLIN, CT



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

TOWN OF BERLIN
Application for Appointments to Boards and Commissions

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

Please list your Board/Commission preference below:

1. Visiting Nurses Association 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: Sheri Sala Telephone No.: 860-519-9659

Home Address: 452 New Britain Road Berlin Number of years in Berlin: 24 years
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: Sheri12@att.net

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

Licensed Hairdresser, management, small business owner
Educational Background (optional)

Newington Hair stylist 1052 main st. Newington, CT. 06111
Present Employment (company/position/address) owner

Current and Past Civic/Community Involvement: _____

Tell us why you feel qualified for this appointment: I am a Board member of a Non Profit Organization.

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

Signature: Sheri Sala Date: 2-11-25

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.

RECEIVED FOR RECORD
BERLIN TOWN CLERK'S OFFICE

2025 FEB 11 PM 1:18

Kathryn Wallace
BERLIN, CT.

PLEASE NOTE – THIS LINK WILL BE USED FOR ALL FUTURE TOWN COUNCIL MEETINGS. YOU MUST USE THE PASSWORD – BERLIN (ALL CAPS)

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

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/88916616949?pwd=EGudbqXAWRsRvTteZt8R0dl7QT0hwM.1>

Meeting ID: 889 1661 6949

Passcode: BERLIN

One tap mobile

+19292056099,,88916616949#,,,,*266782# US (New York)

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, February 4, 2025
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 7:02 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 Donna Veach – <i>via Zoom</i> |
|---------------------------|---|

| | |
|---------|-----------------------|
| Absent: | Councilor Peter Rosso |
|---------|-----------------------|

| | |
|---------------------|--|
| Also in attendance: | Town Manager Ryan Curley Corporation Counsel Jeffrey Donofrio |
|---------------------|--|

D. PRESENTATION OF PROCLAMATION **Black History Month**

Mayor Kaczynski read the following Proclamation.

In Recognition of
BLACK HISTORY MONTH

Whereas: During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

Whereas: Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

Whereas: the observance of Black History Month calls our attention to continue to battle racism and build a society that lives up its democratic ideals; and

Whereas: the Town of Berlin continues to be an inclusive community in which all citizens are respected and recognized for their contributions to our community and country; and

Whereas: to honor Dr. Martin Luther King, Jr. for his work for equal rights and as the most important voice of the American Civil Rights Movement for which he was awarded the Noble Peace Prize in 1964; and

Whereas: the Town of Berlin is proud to honor the history and contributions of African Americans in our community, throughout the state, and our nation.

NOW, THEREFORE, BE IT RESOLVED, that I, Mark H. Kaczynski, Mayor of the Town of Berlin, Connecticut does officially recognize February 2025 as **BLACK HISTORY MONTH**

Dated this 4th day of February 2025 at Berlin, Connecticut.

E. AUDIENCE OF CITIZENS

F. MAYOR'S UPDATE:

Lorraine Stub, 2270 Chamberlain Highway – Ms. Stub, President of the Friends of Worthington Meeting House, stated that she is in support of tonight's agenda items requesting fiscal year 2026 funding of \$200,000 for the restoration and painting of clapboards at the Worthington Meeting House.

The non-profit Friends of the Worthington Meeting House was formed a number of years ago to ensure the continued restoration and preservation of the Meeting House. Since its' formation \$60,000 has been raised however appeals to wealthier donors have been met with skepticism as to whether town government is truly concerned with preserving the building's history.

Buildings like the Meeting House are reasons people visit New England, and we should be capitalizing on that. Ms. Stub believes that the Berlin community needs a project that will renew faith that governments care about where we came from.

Ms. Stub thanked Facilities Director Doug Solek for his requesting this funding adding that they would assist the Town in applying for a grant that if awarded would pay half the cost. She asks the

Town Council to support this request for funding for the preservation of the Worthington Meeting House.

Sally Caliandri, 1188 Worthington Ridge – Ms. Caliandri stated that she is the President of the Berlin Historical Society and the Town’s Historian. Two hundred and fifty years ago the Worthington Meeting House was dedicated as a house of worship and became a gathering place for many years.

The Historical Society and the Friends of the Worthington Meeting House have been working together for 15 years to make this building into a museum and community cultural space. As the Historical Society building is running out of room at its’ current location, creating a new museum at the Meeting House has the potential to serve as a tourist destination in the historic district. She asks for the Town Council’s support of the fiscal year 2026 funding request for the Worthington Meeting House restoration on tonight’s agenda.

Kerin Heemsoth, 3 Watch Hill Road – Ms. Heemsoth stated that she has applied for appointment to the Parks and Recreation Commission. The two openings on the Commission were discussed at the last Town Council meeting but it was discussed that the appointment would be tabled until tonight’s meeting. Ms. Heemsoth stated she is present tonight to provide more information on herself and allow the Town Council to ask any questions they may have.

Ms. Heemsoth stated that she is a mother, a former educator, and a Berlin resident for over 30 years. She is interested in being on the Commission as she feels she can have a positive impact on the community and offer new ideas. She added that she has fond memories of the town’s pools as well as Park and Recreation camps when she was younger, and she wants today’s families to have similar memories.

Ms. Heemsoth added that she is a board member of the Little Blessings Preschool, a supervisor of the Berlin Youth Soccer mini-kickers division, and most recently facilitated the production of a promotional video for the Little Blessings Preschool with a high school senior which is similar to what she would like to do for the Community Center and the Senior Center.

Lucas Van Zandt, Skyview Drive – Mr. Van Zandt stated that is a member of the Parks and Recreation Commission and he supports Kerin Heemsoth’s application for the Commission. He also supports the other application that was received.

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 \$250.00 and supplies/medical care valued at \$50.00. – Animal Control**
- 2. Topic re: Accept the donation of \$13,000 from Budney Aerospace. This donation is earmarked for Incident Management training provided by Combat Ready Fire and deposit the funds into the Programs and Activities Account. – Fire Administration**

3. **Topic re: Accept monetary donations totaling \$460 and deposit \$310 into the Library Agency account for books and materials and deposit \$150 into the Unrestricted Donations account for the library's greatest need. - Berlin-Peck Memorial Library**
4. **Topic re: Approve waiving the Police Traffic fees in the approximate amount of \$ 403.05 for the Griswold School Parents Club "Glow Dance" which will take place on January 31, 2025, at Griswold School. – Police Department**
5. **Topic re: Approve waiving the Police Traffic fees in the approximate amount of \$ 1,074.80 for the Willard PTO "Family Dance" which will take place on February 28, 2025, at Willard School. – Police Department**
6. **Topic re: Accept the donations of \$1,100.00 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department**
7. **Topic re: Accept the donation of \$325.00 and appropriate the funds to the Supplies Expenditure Account. – Police Department**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

I. NEW BUSINESS:

1. **Topic re: Acknowledgement of donations from various sources including town's residents, civic organizations and businesses to the Fire Department's Benefit and Benefit fund. – Fire Administration**

Fire Chief Jim Simons stated that the Berlin Fire Department spent 14 days battling the Lamentation Mountain fire which began on October 21, 2024. During that time residents, civic organizations, and businesses provided food, lodging for out of state crews, a benefit dinner for the firefighter killed in the line of duty, and monetary donations.

Mr. Simons wanted the Town Council, Town administrators, and citizens to be aware of how the community stepped up in a time of need and that the fire department is very grateful.

A list of donations noted in the agenda summary is attached to the minutes. Mr. Simons acknowledges that due to the amount of support received a few donors may have been missed.

Mr. Simons added that Berlin pays their firefighters on a per-call basis therefore many firefighters are unable to recoup funding for time lost from work or their own businesses. He will be working with the Town Manager to develop a plan for compensation.

Councilor Pruzin stated that he lives in the community below the fire area, and he thanked the firefighters for the support the neighborhood received to make them feel safe.

NO ACTION NEEDED

- 2. Topic re: Approve the purchase of one Ford F-250 pickup truck for the Police Department from Tasca Ford utilizing CT DAS Contract #19PSX0161 for an amount not to exceed \$54,600. – Municipal Garage**

Fleet Manager Jim Simons stated that the Police Department received funding to replace one pickup truck and Tasca Ford had a vehicle that was declined by another municipality which is already equipped with a toolbox, back rack, bed liner, and warning lights. This truck will replace the department's current 2012 pickup.

Councilor Paonessa moved to approve the purchase of one Ford F-250 pickup truck for the Police Department from Tasca Ford utilizing CT DAS Contract #19PSX0161 for an amount not to exceed \$54,600.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

- 3. Topic re: Approve the Statement of Need for the Track Replacement at Biscoglio Field and refer said Statement of Need to the Public Building Commission to hire a consultant up to \$25,000 to prepare bid documents for the Track Replacement at Biscoglio Field. – Board of Education**

Board of Education Director of Finance and Operations Ashley Dorsey stated that the replacement of the Biscoglio Field track was discussed at the August 8, 2024 Public Building Commission (PBC) meeting. A Statement of Need was requested by the PBC to authorize the hiring of a consultant to prepare bid documents. The Statement of Need was approved by the Board of Education at their January 13, 2025 meeting.

Conceptual estimates range from \$800,000 to \$1,350,000 and includes demolition, site preparation, concrete curbing and drainage, asphalt paving, track surfacing and striping, restoration of field equipment such as shot put and pole vault areas, fencing, and lawn restoration.

The running track has been a crucial component of the Berlin Public Schools athletic programs, physical education programs, and the community. After years of use and deterioration the track needs to be replaced to address safety concerns.

Ms. Dorsey stated that \$25,000 is available in the Contractual Services Account to hire the consultant to prepare bid documents which will include a feasibility study, conceptual design, cost analysis, geo-tech study, and survey.

The estimated construction timeline is to run through the summer of 2026.

Councilor Paonessa moved to approve the Statement of Need for the Track Replacement at Biscoglio Field.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

Councilor Paonessa moved to refer the Statement of Need to the Public Building Commission to hire a consultant up to \$25,000 to prepare bid documents for the Track Replacement at Biscoglio Field.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

4. Topic re: Approve awarding a contract to Creative Recreation for the purchase and installation of a new playscape at Willard School utilizing CT DAS Contract #23PSX0149 for an amount not to exceed \$207,750. – Public Grounds

Superintendent of Parks and Grounds Steve Wood stated that the existing play structure at Willard School dates to the early 1980s and is beginning to show signs of serious deterioration. Maintaining the existing play structure is becoming costly and will not provide the necessary safety features that newer structures provide.

A committee was formed, several playground vendors were interviewed, and the committee unanimously agreed on Creative Recreation who recently replaced the Little Peoples playground. Mr. Wood added that the playscapes at the two other elementary schools were replaced in 2013 and 2017.

Councilor Pruzin inquired about the status of the playground on Worthington Ridge and Mr. Wood stated that capital improvement funds were postponed to next year with the purpose of getting public feedback on less traditional playground equipment and instead providing more interactive equipment such as zip lines and climbing features.

Mr. Wood added that the estimate is to have the new Willard playground constructed during the summer of 2025 break. The majority of the funding will come from the LOCIP account.

Councilor Paonessa moved to approve awarding a contract to Creative Recreation for the purchase and installation of a new playscape at Willard School utilizing CT DAS Contract #23PSX0149 for an amount not to exceed \$207,750.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

5. **Topic re: That the Town Manager, Ryan Curley be, and hereby is authorized to apply for and accept on behalf of the Town of Berlin, a 2025 STEAP program grant in the amount of \$1,000,000 for the Berlin Library/Town Hall Roof and Mechanical Improvement Project and, if such grant is awarded, to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2025 STEAP Grant with the State of Connecticut. Also to authorize the use of \$240,000 from the Roof Replacement account as a match for a 2025 STEAP grant application for the for the Berlin Peck Library Reroofing and Mechanical Replacement Project. – Economic Development/Facilities**

Town Manager Curley introduced this item stating that this is a continuation of a discussion from the last Town Council meeting, and he thanked the Council for their direction regarding the grant.

Facilities Director Doug Solek obtained equipment quotes for the in-kind replacement of the heat pumps, cooling tower, air handlers, and condensing units within the Library/Community Center building. A bid package has been prepared by Jacunski Humes Architects for the reroofing and associated work on the building.

Economic Development Coordinator Jim Mahoney stated that the application deadline is February 20, 2025. The roof project being “shovel ready” will be an advantage in the grant process.

Councilor Paonessa moved that the Town Manager, Ryan Curley be, and hereby is authorized to apply for and accept on behalf of the Town of Berlin, a 2025 STEAP program grant in the amount of \$1,000,000 for the Berlin Library/Town Hall Roof and Mechanical Improvement Project and, if such grant is awarded, to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2025 STEAP Grant with the State of Connecticut.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

Councilor Paonessa moved to authorize the use of \$240,000 from the Roof Replacement account as a match for a 2025 STEAP grant application for the for the Berlin Peck Library Reroofing and Mechanical Replacement Project.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

6. **Topic re: Approve Daikin Applied purchase order increases up to \$60,000 as needed for the remainder of fiscal year 2025 utilizing OMNIA Partners Contract no. R200401 for department no. 61 contractual services to cover the proposed cooling tower VFD upgrade and any additional repairs or components needed on the High School chillers outside of the service agreement. – Facilities**

Director of Facilities Doug Solek stated that the two air conditioning chillers at Berlin High School are under a factory service agreement with Daikin however during fiscal year 2025 additional repairs and component replacements were discovered that were not covered under this agreement.

The total of the cumulative invoices for the repairs and recommended upgrade will exceed the current \$50,000 threshold. This request is to increase the purchase order up to \$60,000 to cover the proposed cooling tower drive upgrade and any additional work needed outside of the service agreement.

Councilor Paonessa moved to approve Daikin Applied purchase order increases up to \$60,000 as needed for the remainder of fiscal year 2025 utilizing OMNIA Partners Contract no. R200401 for department no. 61 contractual services to cover the proposed cooling tower VFD upgrade and any additional repairs or components needed on the High School chillers outside of the service agreement.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

7. **Topic re: Approve the funding allocations listed below for further consideration within Department numbers 38 and 61 Fiscal Year 2026 Capital requests pending further supporting documentation and site visits as needed and requested. – Facilities**

DEPARTMENT 38:

1. \$100K for Town Hall, BOE and PD Suppression System Upgrades
2. \$650K for Sage Park Field Lighting Upgrades
3. \$200K for Worthing Meetinghouse Painting and Exterior Work

DEPARTMENT 61:

- \$50K for Griswold School Solar System Ballast Block Replacements.
- \$150K for Willard School Original Front Restroom Sanitary and Domestic Re-piping Renovations.

Director of Facilities Solek stated that these top priority items are for consideration within fiscal year 2026 capital expenditures.

Within Department 38 the five suppression systems within Town Hall vaults, the Police Department arsenal, and the Board of Education server room are about 30 years old. New systems are approximately \$20,000 and are more environmentally friendly. The Town Clerk's vaults hold permanent records while the Public Works' vault contains paperwork that has already been scanned therefore could be up for discussion whether a new system is warranted. Mr. Solek added that the Town Hall was constructed prior to the requirement for a sprinkler system. The suppression system for the Board of Education server room and Police Department arsenal provides a level of protection. The Fire Marshal has been involved in the discussion and research of the fire suppression systems.

Also within Department 38 is the request for field lighting upgrades to LED lighting at Sage Park. LED will soon be the standard and there will come a time when lightbulbs are no longer manufactured. A lighting representative prepared a design and a cost estimate of \$650,000 which would cover the three fields at Sage Park and includes re-lamping and new fixtures. Cost savings would come from lower energy costs and reduced labor costs associated with lightbulb replacements. Mr. Solek added that the softball field contains the oldest fixtures. This project qualifies for possible Eversource incentives.

Mr. Solek added that exterior painting and restoration of the Worthington Meeting House is the third item in the Department 38 capital project request. This does qualify for a potential 50% State Historic Preservation Grant match. The current cost estimate is \$200,000.

Within Department 61 the Griswold School solar system ballast blocks which hold the panels on the roof are fatiguing since their installation in 2017 and are a liability. The replacement requires a substantial amount of labor, and the cost of materials and labor is estimated at \$50,000.

The restrooms in the original portion of Willard School are having drainage issues in the sanitary lines and camera inspection has shown that the lines are starting to cave in. One fixture has been taken offline, also domestic piping in the wall has failed and needed to be repaired. An estimate of \$150,000 was determined for working with on-call contractors over the summer to make the restroom functional again.

Mr. Solek would appreciate the Town Council's support of these capital projects in the fiscal year 2026 budget.

Councilor Paonessa moved to approve the funding allocations listed below for further consideration within Department numbers 38 and 61 Fiscal Year 2026 Capital requests pending further supporting documentation and site visits as needed and requested.

DEPARTMENT 38:

- 1.\$100K for Town Hall, BOE and PD Suppression System Upgrades
- 2.\$650K for Sage Park Field Lighting Upgrades
3. \$200K for Worthing Meetinghouse Painting and Exterior Work

DEPARTMENT 61:

\$50K for Griswold School Solar System Ballast Block Replacements.

\$150K for Willard School Original Front Restroom Sanitary and Domestic Re-piping Renovations.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

J. APPOINTMENTS:

- 1. Commission for the Aging – Vacancy** – Replacement term would be until January 31, 2030. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Arlene Greco (R) of 100 Spring Valley Drive for appointment to the Commission for the Aging.

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

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

Vote being 6-0 in favor of Arlene Greco (R) to serve on the Commission for the Aging. Term ending January 31, 2030.

- 2. Conservation Commission – Vacancy** – Replacement term would be until January 31, 2030. Can be filled with a D, R or U.

- 3. 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).

- 4. Economic Development Commission – Vacancy** – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Maggie Drag (U) of 1544 Kensington Road for appointment to the Economic Development Commission.

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

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

Vote being 6-0 in favor of Maggie Drag (U) to serve on the Economic Development Commission. Term ending January 31, 2029.

- 5. Economic Development Commission** – Dave Cyr (R) term expired January 31, 2025. Replacement or reappointment term would be until January 31, 2030. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Dave Cyr (R) of 245 Cole Lane for appointment to the Economic Development Commission.

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

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

Vote being 6-0 in favor of Dave Cyr (R) to serve on the Economic Development Commission. Term ending January 31, 2030.

- 6. Economic Development Commission** – Vincent Fortunato (R) term expired January 31, 2025. Replacement or reappointment term would be until January 31, 2030. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Vincent Fortunato (R) of 86 Misty Mountain Road for appointment to the Economic Development Commission.

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

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

Vote being 6-0 in favor of Vincent Fortunato (R) to serve on the Economic Development Commission. Term ending January 31, 2030.

- 7. Golf Course Commission (Ladies' Club Member) – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U.

- 8. Historic District Commission** – E. William Cink, Jr. (R) term expired January 31, 2025. Replacement or reappointment term would be until January 31, 2030. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of E. William Cink (R) of 121 Sunset Lane for appointment to the Historic District Commission.

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

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

Vote being 6-0 in favor of E. William Cink (R) to serve on the Historic District Commission. Term ending January 31, 2030.

- 9. Historic District Commission - Alternate** – Palma (Pamela) Pethigal (U) term expired January 31, 2025. Replacement or reappointment term would be until January 31, 2030. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Palma Pethigal (U) of 81 Ledge Road, EB for appointment to the Historic District Commission - Alternate.

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

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

Vote being 6-0 in favor of Palma Pethigal (U) to serve on the Historic District Commission - Alternate. Term ending January 31, 2030.

- 10. Inland Wetlands & Water Courses Commission – Vacancy** – Replacement or reappointment term would be until January 31, 2028. Can be filled with a D or U.

- 11. Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.

- 12. Parks and Recreation Commission – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Jason Pelletier (R) of 25 Pleasant Avenue 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.

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

Vote being 6-0 in favor of Jason Pelletier (R) to serve on the Parks and Recreation Commission. Term ending January 31, 2028.

- 13. Parks and Recreation Commission – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).

Councilor Paonessa placed in nomination the name of Kerin Heemsoth (U) of 3 Watch Hill 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.

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

Vote being 6-0 in favor of Kerin Heemsoth (U) to serve on the Parks and Recreation Commission. Term ending January 31, 2028.

14. 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.

15. Veterans' Commission – Vacancy – Bruce Trevethan passed away. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

16. Veterans' Commission – Vacancy – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).

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

Councilor Paonessa placed in nomination the name of Aurora Corteville (D) of 19 Timber Wood Road for appointment to the VNA.

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

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

Vote being 6-0 in favor of Aurora Corteville (D) to serve on the VNA. Term ending January 31, 2026.

18. VNA – Vacancy – Replacement term would be until January 31, 2026. 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. VNA – Vacancy - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.

21. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.
22. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
23. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).
24. **VNA – Aurora Corteville (D)** term expired January 31, 2025. Replacement or reappointment term would be until January 31, 2028. Can be filled with a D, R or U.
25. **VNA – David Veronesi (D)** term expired January 31, 2025, and he is not seeking reappointment. Replacement term would be until January 31, 2028. Can be filled with a D, R or U.
26. **Water Control Commission – Vacancy – Alternate** – Term would be until January 31, 2027. Can be filled with a D, R or U.
27. **Youth Services Advisory Board (School Representative)** – Karen Despres term expired January 31, 2025. Replacement or reappointment term would be until January 31, 2028.

Councilor Paonessa placed in nomination the name of Karen Despres of 32 Pheasant Drive for appointment to the Youth Services Advisory Board (School Representative).

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

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

Vote being 6-0 in favor of Karen Despres to serve on the Youth Services Advisory Board (School Representative). Term ending January 31, 2028.

28. **Zoning Board of Appeals** – Antonio Francalancia (D) term expires January 31, 2025. Replacement or reappointment term would be until January 31, 2030. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Antonio Francalancia (D) of 301 Mooreland Road for appointment to the Zoning Board of Appeals.

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

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

Vote being 6-0 in favor of Antonio Francalanga (D) to serve on the Zoning Board of Appeals. Term ending January 31, 2030.

K. TOWN MANAGER'S REPORT:

- The Town Manager thanked the Town Council for their authorization to apply for the STEAP grant.
- Reminder that there will be a Special Joint Board of Finance/Town Council meeting on Thursday February 6th at 6:00 p.m. Town Manager Curley is looking forward to receiving direction from both boards on what they would like to see for the upcoming budget.

L. SPECIAL COMMITTEE REPORTS:

Councilor Coppola stated that a Plan of Conservation and Development (POCD) Implementation Committee meeting was held at the end of last month with updates from various departments on the progress they have been making based on the priorities of the POCD. Economic Development and the Zoning Department have meetings coming up to discuss potential text amendment changes to make some areas more business friendly.

At the next quarterly meeting they will be reviewing each commission's tasks for POCD to try and prioritize the top two or three to accomplish in the next twelve to eighteen months.

M. COUNCILORS' COMMUNICATION:

Governor Lamont will be speaking about the State budget tomorrow.

N. ACCEPTANCE OF MINUTES:

January 15, 2025

January 21, 2025

Councilor Paonessa moved to accept the January 15, 2025 Town Council meeting minutes as presented.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Veach, Mayor Kaczynski.

Abstain: Councilor Atkinson

Vote being 5-0-1 (MOTION CARRIED)

Councilor Paonessa moved to accept the January 21, 2025 Town Council meeting minutes as presented.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

O. ADJOURNMENT:

Councilor Paonessa moved to adjourn the meeting at 8:26 p.m.

Seconded by Councilor Coppola.

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

Vote being 6-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting