

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

**THIS LINK WILL ALSO WORK FOR SPECIAL TOWN MEETINGS.**

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

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

**(Please note: To participate and vote during a Town Meeting when using Zoom you will need to identify yourself by name and address and have a working camera that is “on” during the Town Meeting.)**

**6:45 PM – Special Town Meeting**

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, April 8, 2025 at 6:45 p.m. for the following purpose:

- 1. To approve a fiscal year 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the Capital Non-Recurring Fund in the amount of \$2,038,732 to fund the capital items listed below:

<u>Small Vehicles/Machinery</u>	
Vans (Schools)	\$157,500
Bus (Senior Center)	\$90,000
Flock Safety + CT (Police) - revised amt	\$36,000
Loader (Highway)	\$229,500
Dump Truck (Grounds)	\$125,000
Fire Command Vehicle (Fire Dept.)	\$80,000
Leaf Collector (Timberlin)	\$75,732
Repairs to Engine 10 (Fire Dept.)	\$55,000
Van (Facilities)	\$55,000
Scissor Lift (Facilities)	\$30,000
<u>Large Vehicles/Projects</u>	
Server Replacements (IT/Police)	\$245,000
Willard Plumbing (Schools)	\$150,000
Emergency Comm Upgrades (Schools)	\$130,000
Boilers (Schools)	\$100,000
Ballast Blocks (Schools)	\$50,000
Local Grant Match (Transfers)	\$50,000

Centurelli Field Walkway (Grounds)	\$30,000
<u>Sage Park Lighting Upgrade (Facilities) - Phase 1</u>	<u>\$350,000</u>

**TOTAL: \$2,038,732**

Dated at Berlin, Connecticut this 21st day of March 2025.

**(Please note: To participate and vote during a Town Meeting when using Zoom you will need to identify yourself by name and address and have a working camera that is “on” during the Town Meeting.)**

TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, April 8, 2025  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PRESENTATION OF PROCLAMATION      Berlin 6<sup>th</sup> Grade Girls Travel Basketball Team  
Bruce Trevethan

E. AUDIENCE OF CITIZENS

F. MAYOR’S UPDATE

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 \$100.00 and Supplies/medical care valued at \$575.00. – Animal Control
2. Topic re: Transfer \$32,225, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts, pending approval by the Board of Finance. - Finance
3. Topic re: Accept monetary donations totaling \$98.06 and deposit \$50.00 into the Library Agency account for the purchase of adult fiction books and deposit \$48.06 into the Unrestricted Donations account for the libraries greatest need and move to accept the donation of books with an approximate value of \$54.99 to be added to the appropriate department collection and a freestanding sign display

with an approximate value of \$200.00 to be used to display posters/information. – Berlin-Peck Memorial Library

4. Topic re: Approve accepting a donation from Berlin Lions Club of 2 benches with memorial plaques to be placed at Sage Park Pond in honor of Howie Larson Jr. – Parks and Recreation
5. Topic re: Approve Berlin High School Boosters Club to sell food, beverages and merchandise at Berlin High School events during the 2025 – 2026 school year. – Parks and Recreation
6. Topic re: Approve acceptance of the donation to the fishing derbies in the amount of a \$50 donation from the Kensington Garden Club, \$200 donation from the Kiwanis Club of Berlin, \$1,000 donation from Cambridge Specialty, \$100 donation from the Berlin Polish Political Club, \$100 donation from Mattabassett Rifle & Pistol Club and \$1,000 donation from the Berlin Lions Club towards the Parks and Recreation Fishing Derbies that will be held on April 12 and April 26, 2026 at Sage Pond Park from 8:00 AM – 10:00 AM. – Parks and Recreation
7. Topic re: Approve accepting a donation from BHS Boosters, Friends of Berlin Baseball Group of 2 nets for batting cages, 2 home plates for cages and a replacement L screen net, valued at a total of \$2,229.94. – Parks and Recreation
8. Topic re: Approve the request of the Kensington Congregational Church to waive the \$50 Planning and Zoning Department fee. – Planning and Zoning
9. Topic re: Approve waiving the Police fees in the approximate amount of \$2,500.00 for the Festival on the Hill to be held on June 14, 2025. - Police
10. Topic re: Approve waiving the Police fees in the estimated amount of \$1,162.00 for the “Mr. BHS Event” that will take place on Sunday March 30, 2025. - Police
11. Topic re: Approve waiving the Police fees in the estimated amount of \$2,200.00 for the Wine & Beer Tasting Event at the Berlin Fair Grounds on Saturday May 17, 2025. – Police
12. Topic re: Authorize the Town Manager to approve the request of the Berlin Lions Club to waive the \$60. Building Permit Fee for the temporary tent at the Wine Tasting Event on May 17, 2025. - Building
- I. NEW BUSINESS:
  1. Topic re: Approve a fiscal year 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the Capital Non-Recurring Fund in the amount of \$2,038,732 to fund the capital items listed in this agenda item. - Finance
  2. Topic re: Presentation by the Central Connecticut Health District. – CCHD
  3. Topic re: Discussion and update concerning the status of the Chief of Police’s contract. – Mayor

4. Topic re: Approve the Statement of Need for the Demore, Dinda, Bittner Jr. Memorial Pool Complex and refer the project to the Public Building Commission. – Parks and Recreation
5. Topic re: Approve and authorize the Town Manager to enter into a contract with the International Union of Operating Engineers (IUOE, Local 30) from July 1, 2024 through June 30, 2027. – Human Resources
6. Topic re: Approve the Purchase of one Ford Police Interceptor Utility utilizing Connecticut Department of Administrative Services Contract #CT22PSX0133 for patrol work within the Police Department, for an amount not to exceed \$48,128. – Municipal Garage
7. Topic re: Waive the Town's purchasing policy to purchase two 2025 Chrysler Voyager LX vans for an amount not to exceed \$78,996 from Roberts Dodge of Meriden CT to be used by the Berlin Board of Education for student transportation, as this is in the best interest of the Town. – Municipal Garage
8. Topic re: Approve the purchase of auto parts and supplies from Columbia Ford of Columbia CT utilizing CT DAS contract #23PSX0211 for an amount not to exceed \$40,000. – Municipal Garage
9. Topic re: Extend Contract #2021-17 for tree removal services with Distinctive Gardens & Tree Care of South Windsor CT for two additional years with a 3.5 percent increase per year beginning on May 1, 2025 and ending on April 30, 2027. Funding will come from established line-item accounts within the relevant fiscal year departmental budgets. – Public Works
10. Topic re: Authorize the Town Manager to apply to the Connecticut Department of Transportation for a 2025 Connecticut Community Connectivity grant of \$800,000 and to use \$131,5000 from the GRI account for a project match. – Economic Development
11. Topic re: Discussion about the Scope of the Carbon Reduction Grant Sidewalks Grant – Economic Development
12. Topic re: Authorize the Town Manager to enter change orders totaling \$149,400 that includes a 20% contingency to construct the retaining walls, and to add/raise drainage structures and install additional drainage piping as part of the Engineered Control project at 55 Steele Boulevard, subject to approval by the Board of Finance of a 2025 non-budgeted appropriation from the Berlin High School Construction Fund of \$150,000 to the Farmington Avenue Non-Grant account in the Economic Development Fund. – Economic Development
13. Topic re: Authorize the Town Manager to enter a License Agreement with extension to the License Agreement Newport Realty Group, LLC regarding construction of a sub-surface detention system on the Town owned property, 30 Steele Boulevard, subject to review and approval of Corporation Counsel. – Economic Development
14. Topic re: Appoint the following individuals to the America 250 – Berlin Commission: Antoinette (Toni) Andreoli Mirante; Chris Barlow; and Mary Ann Massirio. Also to inform Berlin residents of the event "Two Lights for Tomorrow" to be celebrated April 18-19, 2025. This is a nationwide



initiative to commemorate the “Midnight Ride” of Paul Revere which occurred April 18-19, 1775. – Town Clerk

J. APPOINTMENTS:

1. **Conservation Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D 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. **Housing Authority Commission – Vacancy** – Replacement term would be until March 31, 2030. Can be filled with a D 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. **Planning and Zoning Commission – Vacancy – Alternate** - Michael Paszczuk has resigned. 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, 2026. Can be filled with a D, R or U.
9. **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).
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).





# TOWN OF BERLIN

## Town Council

### PROCLAMATION

BE IT KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

### **The Berlin 6<sup>th</sup> Grade Girls Travel Basketball Team**

For completing a very successful 2024-2025 Travel Basketball season. They went undefeated in their league with a record of 24-0 and beat Farmington in the league playoff championship game by a score of 34-22. Their overall record was an amazing 30 wins with only two loses.

This incredible run was achieved by players Bree Akier, Sadie Banas, Leah Borselle, Allie Bowman, Ari D'Anna, Grace Davis, Ellie Gombotz, Kailyn Larson, Wynnne Kosienski, Lyla Shackford and Emma Wethje with the strong leadership of coaches Dan Akier, Craig Bowman and Jill Larson.

In recognition of an extraordinary group of athletes and their outstanding achievement in sports excellence this season, the Town Council congratulates the **Berlin 6<sup>th</sup> Grade Girls Travel Basketball Team** and salutes them in attaining this noteworthy accomplishment.

Dated in Berlin, Connecticut this 8<sup>th</sup> day of April 2025.

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Mark Kaczynski, Mayor



# TOWN OF BERLIN

## Town Council

### PROCLAMATION

IT HEREBY KNOWN TO ALL THAT:

**The Town of Berlin hereby posthumously recognizes**

## **Bruce Trevethan**

Bruce was born in 1943 in East Lyme, CT, and built a beautiful life in Berlin where he married Sharon Zup and had two children; Bruce Trevethan, Jr. and Robyn Trevethan Cop. He has three grandchildren, Ryan Cop, Tyler Cop and Rylee Cop but unfortunately was predeceased by Tyler in 2015. Bruce was a longtime active Berlin resident. He loved spending time with his family and high school friends. He was an avid spectator at any Berlin sporting event and especially enjoyed watching his grandchildren play sports. He was a proud veteran of the U.S. Air Force and was employed as an electrician with IBEW Local 90 until his retirement. Bruce was an active volunteer member of the East Berlin Fire Department for over 25 years. He continued to help the EBFD as president for years beyond his active duty. He was an integral part of the Berlin Little League program where he contributed his time to the growth of both the program and the athletes. He was passionate about coaching the kids, but also felt teaching them about life would prepare them for life after baseball. It was not uncommon for a former player to stop and talk to Bruce and thank him for having coached them.

Bruce served on the first Town Council from 1995-1997. He served on the Economic Development Commission from 1982-1995, the Fire Board from 1987-1995 and the Veteran's Advisory Commission from 2005-2025. He served on a technology committee and was an integral part in moving the Town forward with technology and the implementation of computers in the school system.

In recognition of Bruce's dedication to his country, his family and his mission to leave a better Berlin because of his years of service to the Town, the Town Council posthumously extends our thanks and gratitude to BRUCE TREVETHAN

Dated this 8<sup>th</sup> day of March, 2025.

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Mark H. Kaczynski, Mayor

**LEGAL NOTICE  
TOWN OF BERLIN  
SPECIAL TOWN MEETING**

**April 8, 2025**

A special meeting of the electors and citizens qualified to vote in town meetings of the Town of Berlin, will be held at the Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, April 8, 2025 at 6:45 p.m. for the following purpose:

1. To approve a fiscal year 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the Capital Non-Recurring Fund in the amount of \$2,038,732 to fund the capital items listed below:

Small Vehicles/Machinery

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Repairs to Engine 10 (Fire Dept.)	\$55,000
Van (Facilities)	\$55,000
Scissor Lift (Facilities)	\$30,000

Large Vehicles/Projects

Server Replacements (IT/Police)	\$245,000
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Emergency Comm Upgrades (Schools)	\$130,000
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Local Grant Match (Transfers)	\$50,000
Centurelli Field Walkway (Grounds)	\$30,000
<u>Sage Park Lighting Upgrade (Facilities) - Phase 1</u>	<u>\$350,000</u>

**TOTAL: \$2,038,732**

Dated at Berlin, Connecticut this 21st day of March 2025.

BERLIN TOWN COUNCIL

ATTEST: Kate Wall, Berlin Town Clerk

Publish Date: Tuesday, April 3, 2025  
New Britain Herald

Consent  
**Agenda Item No. 1**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 31, 2025

**SUBJECT:** Donation to Berlin Animal Control

**SUMMARY:**

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

PERIOD	AMOUNT	PURPOSE	DONOR*
3/1/25-3/31/25	\$15.00 (value)	Pet supplies	Irene Belanger, Berlin
	\$80.00 (value)	Pet supplies	Sharon Gauthier, Windsor
	\$100.00 (cash)	Animal Care	Bella Fantozzi, Berlin
	\$180.00 (Value)	Pet supplies	Anonymous
	\$140.00 (Value)	Pet supplies	Bonnie and Rocky LaPorte, Berlin
	\$60.00 (value)	Pet supplies	Brenda Saucier Patterson, Berlin
	\$100.00 (value)	Pet Supplies	Cheryl Cyr Sparks, Berlin

\* Unless a name is mentioned, donors requested anonymity

**FUNDING:**

None

**ACTION NEEDED:**

Move to accept donations to the Berlin Animal Control Donation Account for \$100.00 and Supplies/medical care valued at \$575.00

**ATTACHMENTS:**

Thank you notes

**PREPARED BY:** Kate Matson, Animal Control







**TOWN OF BERLIN**  
**Animal Control Department**  
600 Christian Lane • Berlin, CT 06037  
(860) 828-7055

March 27, 2025

Cheryl Cyr Sparks  
151 Grandview Ave  
Berlin, CT 06037

Dear Cheryl,

Thank you so much for the much-needed donation of the bag of sensitive skin dog food as well as the special diet cans, poop bags, special treats etc. We have several dogs here on that diet and on medication, so the items you donated are very useful and appreciated. Many animals come in and touch our hearts and deserve so much, thanks to people like you, we are able to give them the best life while they are here waiting to go to their forever homes!

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



**TOWN OF BERLIN**  
**Animal Control Department**  
600 Christian Lane • Berlin, CT 06037  
(860) 828-7055

March 27, 2025

Brenda Saucier Patterson  
46 Bluebird Lane  
Berlin, CT 06037

Dear Brenda,

Thank you so much for the much-needed donation of the bag of sensitive skin dog food as well as the pill pockets. We have several dogs here on that diet and on medication, so the items you donated are very useful and appreciated. Many animals come in and touch our hearts and deserve so much, thanks to people like you, we are able to give them the best life while they are here waiting to go to their forever homes!

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services





**TOWN OF BERLIN**  
**Animal Control Department**  
600 Christian Lane • Berlin, CT 06037  
(860) 828-7055

March 21, 2025

Bonnie and Rocky LaPorte  
85 Blue Hills Drive  
Berlin, CT 06037

Dear Bonnie and Rocky,

Thank you so much for the much-needed donation of the bag of sensitive skin dog food! Many animals come in and touch our hearts and deserve so much, thanks to people like you, we are able to give them the best life while they are here waiting to go to their forever homes!

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



**TOWN OF BERLIN**  
**Animal Control Department**  
600 Christian Lane • Berlin, CT 06037  
(860) 828-7055

March 20, 2025

Bella Fantozzi  
45 Hemlock Ridge  
Berlin, CT 06037

Dear Bella,

Thank you so much for the extremely generous monetary donation! I was truly touched by your kindness and thoughtfulness to return bottles and cans to raise money for our animals here at Berlin Animal Control. Many animals come in and touch our hearts and deserve so much, thanks to people like you, we are able to give them the best life while they are here waiting to go to their forever homes!

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



"Kitty"



"Cricket"



"Agnus"

Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services





**TOWN OF BERLIN**  
**Animal Control Department**  
600 Christian Lane • Berlin, CT 06037  
(860) 828-7055

March 19, 2025

Sharon Gauthier  
142 Sunnyfield Drive  
Windsor, CT 06095

Dear Sharon,

Thank you so much for the donation of dog treats and special diet can food. Many animals come in and touch our hearts and deserve so much, thanks to people like you, we are able to give them the best life while they are here waiting to go to their forever homes!

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

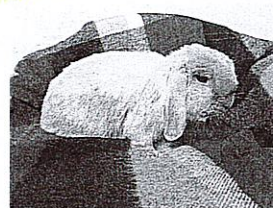
Kate Matson, Assistant Animal Control Officer



“ Ryder “



“ Mini “



“ Finn “

Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



**TOWN OF BERLIN**  
**Animal Control Department**  
600 Christian Lane • Berlin, CT 06037  
(860) 828-7055

March 11, 2025

Irene Belanger  
98 Stonebridge Way  
Berlin, CT 06037

Dear Irene,

Thank you so much for the donation of a small bag of dog food and blankets. Many animals come in and touch our hearts and deserve so much, thanks to people like you, we are able to give them the best life while they are here waiting to go to their forever homes!

Thanks again.

Sincerely,

Jan Fuller, Animal Control Officer

Kate Matson, Assistant Animal Control Officer



“ Ryder “



“ Mini “



“ Finn “

Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services

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

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 31, 2025

**SUBJECT:** Budget Transfers

**SUMMARY OF AGENDA ITEM:**

Over the course of each fiscal year, funds within the adopted General Fund budget are transferred between accounts for needs that have changed or opportunities that have arisen since the budget was adopted. No new money is being appropriated with this request. These items are summarized on the Budget Adjustments spreadsheet submitted with this action item.

**FUNDING:**

N/A – transfers between account – no new funding required

**ACTION NEEDED:**

Move to transfer \$32,225, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover year-end transfers in identified accounts, pending approval by the Board of Finance.

**ATTACHMENTS:**

Budget Adjustments spreadsheet  
Budget Change forms

**PREPARED BY:**

Kevin Delaney, Finance Director *KD*

# **Budget Adjustments** **April 8, 2025**


<u>Department</u>	<u>GL Account #</u>		<u>From</u>	<u>To</u>	<u>Explanation</u>
Various	001.35.3561.0.51820.00000	In lieu of health insurance		\$8,300.00	The Town budget is adopted before the annual health/dental insurance open enrollment is complete. The cost of any employees who elects to drop the town's health/dental insurance program must be funded from other sources during the fiscal year.
	001.15.1532.0.51820.00000	In lieu of health insurance		\$6,425.00	
	001.10.1017.0.51820.00000	In lieu of health insurance		\$2,500.00	
	001.35.3561.0.52010.00000	Worker's Compensation	\$13,162.51		During the fiscal year, two employees who had declined the town's health/medical insurance left town service. This funding is being moved to other in lieu of health insurance accounts to cover new employees who declined the town's insurance. The balance of the funding is coming from favorability in the negotiated worker's compensation rates when the town moved carriers at the start of the fiscal year.
	001.20.2037.0.51820.00000	In lieu of health insurance	\$1,562.49		
	001.05.0501.0.51820.00000	In lieu of health insurance	\$2,500.00		
Police				\$15,000.00	Due to new staff hires and training needs for newly promoted officers, the Police Department is spending more than originally budgeted for professional development. The budget included sick time payouts for anticipated retirements, but the Department does not expect the number of retirements assumed in the budgeted.
	001.15.1532.0.53916.00000	Professional Development			
	001.15.1532.0.51811.00000	In Lieu of Sick Pay (Retirees)	\$15,000.00		
		<b>GENERAL FUND TOTAL</b>	<u>\$32,225.00</u>	<u>\$32,225.00</u>	
		<b>WATER CONTROL TOTAL</b>	<u>\$0.00</u>	<u>\$0.00</u>	
		<b>CAPITAL PROJECTS TOTAL</b>	<u>\$0.00</u>	<u>\$0.00</u>	
		<b>GRAND TOTAL</b>	<u>\$32,225.00</u>	<u>\$32,225.00</u>	





**TOWN OF BERLIN**  
BUDGET CHANGE FORM

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

Department:	<b>Various</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>3/31/25</b>
To Acct #:	Description:	Amount:	Requested by:  <b>K Delaney</b>		
001.35.3561.0.51820.00000	In Lieu of Health Insurance	\$8,300.00			
001.15.1532.0.51820.00000	In Lieu of Health Insurance	\$6,425.00			
001.10.1017.0.51820.00000	In Lieu of Health Insurance	\$2,500.00			
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:  		
001.35.3561.0.52010.00000	Worker's Compensation	\$13,162.51			
001.20.2037.0.51820.00000	In Lieu of Health Insurance	\$1,562.49			
001.05.0501.0.51820.00000	In Lieu of Health Insurance	\$2,500.00			

**Contingency Balance (If applicable):**

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

The Town budget is adopted before the annual health/dental insurance open enrollment is complete. The cost of any employees who elects to drop the town's health/dental insurance program must be funded from other sources during the fiscal year.

During the fiscal year, two employees who had declined the town's health/medical insurance left town service. This funding is being moved to other in lieu of health insurance accounts to cover new employees who declined the town's insurance. The balance of the funding is coming from favorability in the negotiated worker's compensation rates when the town moved carriers at the start of the fiscal year.

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

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>3/31/25</b>
Comments:			

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

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

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

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


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

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

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

Department:	<b>Police</b>	Fiscal Year:	<b>FY2025</b>	Date:	<b>3/31/25</b>
To Acct #:	Description:	Amount:	Requested by:		
<b>001.15.1532.0.53916.00000</b>	<b>Professional Development</b>	<b>\$15,000.00</b>	<b>D. Gallupe</b>		
Are there funds from another account which can be requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
<b>001.15.1532.0.51811.00000</b>	<b>In lieu of Sick Pay (Retiree)</b>	<b>\$15,000.00</b>			

Contingency Balance (If applicable):

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

Due to new staff hires and training needs for newly promoted officers, the Police Department is spending more than originally budgeted for professional development. The budget included sick time payouts for anticipated retirements, but the Department does not expect the number of retirements assumed in the budgeted.

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

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: <b>3/31/25</b>
Comments:			

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

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

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

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

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

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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Consent  
Agenda Item No. 3  
Request for Town Council Action

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 28, 2025

**SUBJECT:** Accept Library Donations

**Summary of Agenda Item:**

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	50.00	Library Agency Acct.	adult fiction books	Mark & Susan Pepe
	48.06	Unrestricted Donations	libraries greatest need in memory of Mary Ann Peifer	The Gesick Family
	98.06			
Equip/Merch	54.99	Books	add to appropriate department collection	various patrons
	200.00	Freestanding sign display	Display posters/information	Cragin Memorial Library
	254.99			

**Funding:**

No funding needed

**Action Needed:**

Move to accept monetary donations totaling \$98.06 and deposit \$50.00 into the Library Agency account for the purchase of adult fiction books and deposit \$48.06 into the Unrestricted Donations account for the libraries greatest need and move to accept the donation of books with an approximate value of \$54.99 to be added to the appropriate department collection and a freestanding sign display with an approximate value of \$200.00 to be used to display posters/information.

**Attachments:**

n/a

**Prepared By:**

Carrie Tyszka, Library Director *CT*

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

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 17, 2025

**SUBJECT:** Acceptance of a donation from Berlin Lions Club of 2 benches with memorial plaques to be placed at Sage Park Pond in honor of Howie Larson Jr.

**SUMMARY:**

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 13, 2025 recommended accepting a donation of 2 benches with memorial plaques to be placed at Sage Park Pond in honor of Howie Larson Jr. The value of the benches are about \$500 each and the value of the plaques are about \$43 each for a total donation value of \$1086. The Parks and Grounds Department is in favor of the 2 benches and memorial plaques from the Berlin Lions Club.

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

**FUNDING:**

No funding needed.

**ACTION NEEDED:**

Move to approve accepting a donation from Berlin Lions Club of 2 benches with memorial plaques to be placed at Sage Park Pond in honor of Howie Larson Jr.

**ATTACHMENTS:**

Proposal of donation from Berlin Lions Club

**PREPARED BY:**

Jennifer Ochoa, Director of Community, Recreation and Park Services *JO*

# Berlin Lions Club, Inc.



*Chartered: October 27, 1941*

Berlin Lions Agricultural Fair, Inc.

Berlin Lions Charities, Inc.

Town of Berlin

Parks & Recreation Commission

230 Kensington Road

Berlin, CT 06037

February 26, 2025

Dear Director Ochoa,

The Berlin Lions Club, Inc. would like to donate two (2) benches with memorial plaques to be placed at the pond at Sage Park in honor of recently deceased Lion Club Member, Howie Larson, Jr.

The benches have a value of \$500.00 each and the plaques have a value of \$43.00 each, for a total donation of \$1,086.00. The benches are made and ready to be placed upon approval of the Town.

Additionally, The Berlin Lions Club extends an invitation to the Parks & Recreation Commission members and the Town Council Members to attend a dedication ceremony to be held on Sunday, April 27, 2025 during the Jr. VIP (visually impaired person) fishing day at the pond at Sage Park.

Please feel free to contact me with any questions.

Respectfully,



Tony Butrimas

VP, Berlin Lions Club

(860) 778-5159

butrimas@comcast.net







**Howard "Howie" Larson Jr.  
Dedicated April 27, 2025  
Berlin Lions Club Member**

**Howard "Howie" Larson Jr.  
Dedicated April 27, 2025  
Berlin Lions Club Member**







Consent  
**Agenda Item No. 5**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 31, 2025

**SUBJECT:** Berlin High School Boosters Club, approval to sell food, beverages and merchandise at Berlin High School events during the 2025 – 2026 school year.

**SUMMARY:**

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 13, 2025 recommended approval for the Berlin High School Boosters Club to sell food, beverages and merchandise at Berlin High School events during the 2025 – 2026 school year.

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

**ACTION NEEDED:**

Move to approve Berlin High School Boosters Club to sell food, beverages and merchandise at Berlin High School events during the 2025 – 2026 school year.

**ATTACHMENTS:**

None

**PREPARED BY:**

Jennifer Ochoa, Director of Community, Recreation and Park Services *[Signature]*

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

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 19, 2025

**SUBJECT:** Donation to Fishing Derbies

**SUMMARY:**

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 13, 2025, recommended the acceptance of a \$50 donation from the Kensington Garden Club, \$200 donation from the Kiwanis Club of Berlin, \$1,000 donation from Cambridge Specialty, \$100 donation from the Berlin Polish Political Club, \$100 donation from Mattabassett Rifle & Pistol Club and \$1,000 donation from the Berlin Lions Club towards the Parks and Recreation Fishing Derbies that will be held on April 12 and April 26, 2025 at Sage Pond Park from 8:00 AM – 10:00 AM.

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

**FUNDING:**

No funding needed.

**ACTION NEEDED:**

Move to approve acceptance of the donation to the fishing derbies in the amount of a \$50 donation from the Kensington Garden Club, \$200 donation from the Kiwanis Club of Berlin, \$1,000 donation from Cambridge Specialty, \$100 donation from the Berlin Polish Political Club, \$100 donation from Mattabassett Rifle & Pistol Club and \$1,000 donation from the Berlin Lions Club towards the Parks and Recreation Fishing Derbies that will be held on April 12 and April 26, 2026 at Sage Pond Park from 8:00 AM – 10:00 AM.

**ATTACHMENTS:**

None

**PREPARED BY:**

Debra Dennis, Superintendent of Recreation *DD*



Consent

**Agenda Item No. 7**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 31, 2025

**SUBJECT:** Acceptance of a donation from BHS Boosters, Friends of Baseball Group of 2 nets for batting cages, 2 home plates for the cages and a replacement net for an L screen for the cages at Zipadelli Field and Baretta Field

**SUMMARY:**

The Berlin Parks and Recreation Commission at its meeting on Thursday, March 13, 2025 recommended accepting the below donation from the BHS Boosters group, Friends of Berlin Baseball. All of these items are to be placed at Zipadeeli Field and Baretta Field and will be installed by the Parks and Grounds Department. The total value of donation is \$2,229.94.

- i. All Star Nylon Tunnel (net for batting cage) - \$1,499.99
- ii. Rubber Home Plate (2) - \$59.98
- iii. Pro Tunnel (net for batting cage) - \$549.99
- iv. Collegiate Pitch Prot Replacement Net (for L screen) (2) – \$119.98

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

**FUNDING:**

No funding needed.

**ACTION NEEDED:**

Move to approve accepting a donation from BHS Boosters, Friends of Berlin Baseball Group of 2 nets for batting cages, 2 home plates for cages and a replacement L screen net, valued at a total of \$2,229.94.

**ATTACHMENTS:**

None

**PREPARED BY:**

Jennifer Ochoa, Director of Community, Recreation and Park Services *JO*

Consent  
**Agenda Item No. 8**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 14, 2025

**SUBJECT:** Request for Fee Waiver – Kensington Congregational Church.

**Summary of Agenda Item:**

Kensington Congregational Church located at 312 Percival Avenue is holding its annual 'Festival on the Hill' event. This will be a free community event featuring live music, food, and tours of Berlin's historic meeting house. This is the 11th time the church will be hosting the event.

**Funding:**

None needed

**Action Needed:**

Move to approve the request of the Kensington Congregational Church to waive the \$50 Planning and Zoning Department fee.

**Attachments:**

Request for Fee Waiver form

**Prepared By:**

Maureen Giusti, Town Planner *MG*



## TOWN OF BERLIN

### Request for Fee Waiver

<b>Requesting Organization:</b> Kensington Congregational Church (KCC)	<b>Date:</b> 3/14/25
<b>Contact Name:</b> Gwen McCann	
<b>Phone Number:</b> (860)707-0070	
<b>Event:</b> Festival on the Hill, Food & music festival	<b>Date of Event:</b> 6/14/25
<b>Location of the Event:</b> KCC grounds, 312 Percival Ave. & corner of Percival & Sheldon	
<b>What fee do you want waived:</b> \$500 (see my previous fee @)	
<b>Identify the hardship incurred:</b> As a church fundraiser to support youth mission work, the fee would take away from profits to help in this endeavor.	
<b>Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:</b> Please see the attached sheet.	

#### Town Manager review:

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

Yes

☒

No

☐

If so, which criteria:

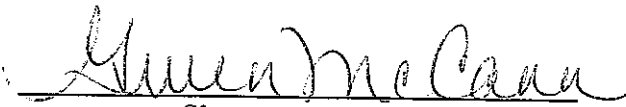
- ☐ Raises funds to supplement Town budgeted services.
- ☐ Raises funds for programs normally funded by the Town.
- ☒ Raises funds for Non-Profit groups, which have contributed substantially to the community.
- ☐ Nationally or State affiliated program which provide programs for local youth.
- ☐ Raises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

# TOWN OF BERLIN

## Request for Fee Waiver

Name of Non-Profit or Political Organization: Kensington Congregational Church

Comments:

  
Signature

3-14-25  
Date

  
Town Manager Signature

3/20/25  
Date

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

### 1. Fee Waiver Policy

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

# Kensington Congregational Church

United Church of Christ

312 Percival Avenue (Route 71)  
Kensington, Connecticut 06037-2098

Telephone/Fax: (860) 828-4511



## **Kensington Congregational Church Community Outreach**

- Consistently provides food to supplement the Berlin Food Pantry by holding weekly/ongoing collections
- Provides monetary donations to the Berlin Food Pantry
- Have a committed relationship with Covenant to Care for Children and the New Britain DCF to provide basic necessities to area families in need, including those living in Berlin
- Provides volunteers and food baskets to the annual Holiday Food Drives as well as making monetary donations
- Provides a gratis location for the Berlin Land Trust and Berlin Boy & Girl Scout troops to hold meetings
- Makes annual donations to the Berlin Children's Fund which provides scholarships to town children for Summer Camp attendance
- Provides volunteers for the AARP tax program to assist Berlin senior citizens
- Sponsors community Red Cross Blood Drives annually
- Provides and serve meals at the Salvation Army in New Britain during their "Out of the Cold" program
- Hosting church in the Family Promise program, helping homeless families from the area stay together and get back on their feet by providing housing and meals
- Supports area shelters by providing bedding, hygiene items, winter essentials, etc.
- Free community outreach events including:
  - Night in Bethlehem, a hands-on experience of what Bethlehem was like the night Jesus was born
  - Festival on the Hill, a free admission street fair that highlights the Berlin community

Consent  
Agenda Item No. 9  
Request for Town Council Action

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

**FROM:** Ryan Curley- Town Manager *RC*

**DATE:** March 20, 2025

**SUBJECT:** Request for Fee Waiver – Festival on the Hill Kensington Congregational Church 2025

**Summary of Agenda Item:**

Kensington Congregational Church is hosting the Festival on the Hill, June 14, 2025. This is the church's annual food and musical festival. According to the application this annual community outreach event is used to support youth mission work, Berlin food pantry, Berlin Children's fund and numerous other donations.

**Funding:**

Officers assigned to this event would be paid from the extra duty account #001.15.1532.0.51440.00000.

**Action Needed:**

Move to approve waiving the Police fees in the approximate amount of \$2,500.00 for the Festival on the Hill to be held on June 14, 2025.

**Attachments:**

Request for Fee Waiver Form

**Prepared By:**

Lieutenant Michael Jobes, Berlin Police Department



## TOWN OF BERLIN Request for Fee Waiver

<b>Requesting Organization:</b> Kensington Congregational Church (KCC) <b>Contact Name:</b> Gwen McCann <b>Phone Number:</b> (860)707-0070	<b>Date:</b> 3/18/25
<b>Event:</b> Festival on the Hill, Food & music festival	<b>Date of Event:</b> 6/14/25
<b>Location of the Event:</b> KCC grounds, 312 Percival Ave. & corner of Percival & Sheldon	
<b>What fee do you want waived:</b> Law enforcement attendance fee. See the attached estimate from BPD, Officer Tom Bobok. <u>Approximately \$2500.00</u>	
<b>Identify the hardship incurred:</b> This event is a fundraiser to support youth mission work. The fee would represent a large percent of our estimated profit.	
<b>Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:</b> Please see the attached document titled KCC Community Outreach.	

### Town Manager review:

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

Yes



No



If so, which criteria:



Raises funds to supplement Town budgeted services.



Raises funds for programs normally funded by the Town.



Raises funds for Non-Profit groups, which have contributed substantially to the community.



Nationally or State affiliated program which provide programs for local youth.



Raises funds for scholarships of Berlin students.



Raises funds for elderly citizens.

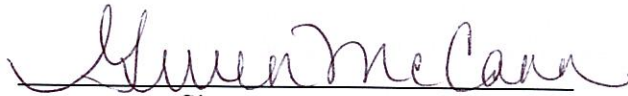


# TOWN OF BERLIN

## Request for Fee Waiver

Name of Non-Profit or Political Organization: Kensington Congregational Church

Comments:

  
Signature

3-18-25  
Date

  
Town Manager Signature

3/24/25  
Date

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

### 1. Fee Waiver Policy

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



# BERLIN POLICE DEPARTMENT

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*Officer Thomas Bobok ~ Traffic Bureau*  
*Email: [tbobok@Berlinpd.org](mailto:tbobok@Berlinpd.org) Phone: 860-828-7082*

3/17/2025

To: Gwen McCann

From: Officer Tom Bobok

Re: Festival on the Hill

Ms. McCann,

The Operations Plan for this event is identical to last year and has been submitted and is in the review/approval phase. I imagine you will apply for a fee waiver again this year, so I have included the approximate cost for your application.

As was done last year, the application for the waiver should be submitted to Lt. Jobs for processing and submission to the Town Council for consideration in time for the event. It can be sent to him at [mjobs@berlinpd.org](mailto:mjobs@berlinpd.org).

If the Operations Plan is approved as proposed, the following is the anticipated cost of police services for two (2) officers for eight (8) hours:

\$107.48/hr. x 8 hrs. = \$859.84 (x 2 = \$1719.68)  
Town surcharge 25% = \$429.92  
Cruiser Fee @ \$20 per hour (2 cars) = \$320  
**Approximate estimated total = \$2469.60**

# Kensington Congregational Church

## United Church of Christ

312 Percival Avenue (Route 71)  
Kensington, Connecticut 06037-2098

Telephone/Fax: (860) 828-4511



## **Kensington Congregational Church Community Outreach**

- Consistently provides food to supplement the Berlin Food Pantry by holding weekly/ongoing collections
- Provides monetary donations to the Berlin Food Pantry
- Have a committed relationship with Covenant to Care for Children and the New Britain DCF to provide basic necessities to area families in need, including those living in Berlin
- Provides volunteers and food baskets to the annual Holiday Food Drives as well as making monetary donations
- Provides a gratis location for the Berlin Land Trust and Berlin Boy & Girl Scout troops to hold meetings
- Makes annual donations to the Berlin Children's Fund which provides scholarships to town children for Summer Camp attendance
- Provides volunteers for the AARP tax program to assist Berlin senior citizens
- Sponsors community Red Cross Blood Drives annually
- Provides and serve meals at the Salvation Army in New Britain during their "Out of the Cold" program
- Hosting church in the Family Promise program, helping homeless families from the area stay together and get back on their feet by providing housing and meals
- Supports area shelters by providing bedding, hygiene items, winter essentials, etc.
- Free community outreach events including:
  - Night in Bethlehem, a hands on experience of what Bethlehem was like the night Jesus was born
  - Festival on the Hill, a free admission street fair that highlights the Berlin community

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

**FROM:** Ryan Curley - Town Manager *RC*

**DATE:** March 25, 2025

**SUBJECT:** Request for Fee Waiver – “Mr. BHS” BHS All Night Grad Party 2025

**Summary of Agenda Item:**

Berlin High School All Night Graduation 2025 is hosting “Mr. BHS” on March 30, 2025 at the BHS auditorium. According to application, this event will raise money to hold a substance free event for 2025 graduates on graduation night.

**Funding:**

Officers assigned to this event would be paid from the extra duty account #001.15.1532.0.51440.00000.

**Action Needed:**

Move to approve waiving the Police fees in the estimated amount of \$1,162.00 for the “Mr. BHS Event” that will take place on Sunday March 30, 2025.

**Attachments:**

Request for Fee Waiver Form

All Night Grad Party letter to Town Council

**Prepared By:**

Lieutenant Michael Jobes, Berlin Police Department *Mut*



# All Night Grad Party

"I survived! Class of 2025"

---

139 Patterson Way, Berlin, CT 06037  
2025allnightgrad@gmail.com  
Facebook: BHS Class of 2025 All Night Grad Party

March 24, 2025

Dear Members of Town Council

The Berlin High School Class of 2025 graduation will soon be upon us. Each year the parents of the senior class provide a memorable, fun, and safe graduation event – free from drugs and alcohol. We are working to raise a total of \$50,000 to provide this opportunity for them for every student in the Class of 2025. The party will be held on Friday June 13, 2025 at Urban Air in Orange CT.

We are hosting our annual Mr. BHS event at Berlin High School on March 30th, with the majority of all the money raised directly benefiting our students. We hope that you will consider waiving the cost of the duty officer at the event, ensuring all of the proceeds go directly to our students.

Thank you for your support of our students!

Sincerely,  
Class of 2025 All Night Grad Committee



## TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: All Night Grad	Date: 3/24/2005
Contact Name: Melissa Urrunaga	
Phone Number: 860 841 6748	
Event: Mr. BHS	Date of Event: 3/30/2005
Location of the Event: BHS Auditorium	
What fee do you want waived: Police Fees \$1162 <sup>00</sup>	
Identify the hardship incurred: (see attached letter) We're a nonprofit raising money to hold: A substance free event for graduates on graduation night.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: We annually hold this event to deter substance misuse on graduation night. Holding this alcohol free event ensures seniors are not celebrating in unsafe ways in the community.	
<u>Town Manager review:</u>	

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

Yes



No



If so, which criteria:

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



**TOWN OF BERLIN**  
**Request for Fee Waiver**

Name of Non-Profit or Political Organization: All Night Grad

Comments:

  
Signature

3/24/2025  
Date

  
Town Manager Signature

3/26/25  
Date

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

**1. Fee Waiver Policy**

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

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

**FROM:** Ryan Curley - Town Manager *RC*

**DATE:** March 20, 2025

**SUBJECT:** Request for Fee Waiver – Wine & Beer Tasting 2025

**Summary of Agenda Item:**

Berlin Lions Charities is holding a Wine & Beer Tasting Event at the Berlin Fair Grounds on Saturday May 17, 2025. According to application this event will assist in funding four scholarships, meals for the elderly, funds for veterans and spouses and also support for various youth groups and organizations in the town of Berlin.

**Funding:**

Officers assigned to this event would be paid from the extra duty account #001.15.1532.0.51440.00000.

**Action Needed:**

Move to approve waiving the Police fees in the estimated amount of \$2, 200.00 for the Wine & Beer Tasting Event at the Berlin Fair Grounds on Saturday May 17, 2025.

**Attachments:**

Request for Fee Waiver Form

**Prepared By:**

Lieutenant Michael Jobes, Berlin Police Department





## TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: BERLIN LIONS CHARITIES		Date: 3/11/25
Contact Name: RON BOSCO		
Phone Number: 860-306-0244		
Event: WINE & BEER TASTING		Date of Event: 5/17/25
Location of the Event: BERLIN LIONS FAIRGROUNDS		
What fee do you want waived:  POLICE FEE ESTIMATED \$2,200		
Identify the hardship incurred: IT WILL REDUCE THE AMOUNT WE GIVE BACK TO THE COMMUNITY		
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: PROVIDES SCHOLARSHIPS (4) TO BERLIN HIGH STUDENTS PROVIDES MEALS TO : THE ELDERLY AT PERCIVAL HEIGHTS, MARJORIE MOORE AND BERLIN VETERANS RAISES FUNDS FOR BERLIN VETERANS & SPOUSES IN NEED. PROVIDES SUPPORT FOR VARIOUS YOUTH GROUPS AND ORGANIZATIONS		

### Town Manager review:

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

Yes



No



If so, which criteria:

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



**TOWN OF BERLIN**  
**Request for Fee Waiver**

Name of Non-Profit or Political Organization: BERLIN LIONS CHARITIES

Comments: THE POLICE WILL PROVIDE COVERAGE WITH (4) OFFICERS FOR A PERIOD OF (4) HOURS (6-10 PM) ON SATURDAY MAY 17, 2025 AT THE LIONS PARK GROUNDS, ESTIMATED COST IS \$2,200 WE ARE REQUESTING THIS FEE BE WAIVED

Imad Bosw  
Signature

3/11/25  
Date

Ryan J. Conley  
Town Manager Signature

3/24/25  
Date

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

1. Fee Waiver Policy

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

Consent  
Agenda Item No. 12  
Request for Town Council Action

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

**FROM:** Ryan Curley, Town Manager RC

**DATE:** April 3, 2025

**SUBJECT:** Fee Waiver

**Summary of Agenda Item:**

The Lions Club, represented by Ron Bosco is requesting a Building Permit Fee Waiver of \$60. for an event tent at the Berlin Fair Grounds – Wine Tasting Event on May 17, 2025. The Lions Club is a non-profit located in Berlin @410 Beckley Road.

**Actions Needed:**

Move to authorize the Town Manager to approve the request of the Berlin Lions Club to waive the \$60. Building Permit Fee for the temporary tent at the Wine Tasting Event on May 17, 2025.

**Attachments:**

- Request for Fee Waiver Form
- Copy of Building Permit Application

**Prepared By:**

Frank Van Linter  
Building Official





# TOWN OF BERLIN

## Request for Fee Waiver

Requesting Organization: <u>BERLIN LIONS CHARITIES</u>		Date: <u>4/1/25</u>
Contact Name: <u>RON BOSCO</u>		
Phone Number: <u>860-306-0244</u>		
Event: <u>WINE &amp; BEER TASTING</u>		Date of Event: <u>5/17/25</u>
Location of the Event: <u>BERLIN LIONS FIREGROUNDS</u>		
What fee do you want waived: <u>FEE WAIVER FOR EVENT TENT \$30<sup>00</sup></u>		
Identify the hardship incurred: <u>This is a charity event, we are working to maximize all proceeds to support our on going charity groups we want to keep our expenses to a minimum</u>		
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: <u>Berlin Lions Charities support various youth groups and organizations in town, Veterans, upbeat, Police, Fire Depts youth scholarships. we also provide the FREE use of our firegrounds to the Police, Fire Depts and youth groups</u>		

### Town Manager review:

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

Yes



No



If so, which criteria:

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

**TOWN OF BERLIN**  
**Request for Fee Waiver**

Name of Non-Profit or Political Organization: BERLIN LIONS CHARITIES

Comments:

Email Bosw  
Signature

4/1/25  
Date

[Signature]  
Town Manager Signature

4/4/25  
Date

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

1. Fee Waiver Policy

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

Permit #:

Date: 05/06/2024

App #: BA-2024-0284

## Town of Berlin Building Permit Application

### Permit Application Type: Temporary Tent

Address where work is being done:  
410 BECKLEY RD

Account #: 1101920

Owner: BERLIN LIONS AGRICULTURAL FAIR INC

Estimated Cost of Construction \$

Description of work being done:

TEMPORARY TENT FOR WINE TASTING EVENT - APPROX 40' X 60'  
- NEXT TO COMMERCIAL BUILDING - EVENT ON MAY 18, 2024 -  
SET UP ON MAY 17. EVENT RUNS FROM 7:00 PM TO 10:00 PM.  
ANNUAL EVENT DOES NOT REQUIRE ZONING COMMISSION  
APPROVAL. - ON APPROVED LIST OF EVENTS. TENT PROVIDED BY  
JUST TENTS - FIRE RETARDANT PAPERWORK REQUIRED.

Fee Type		Amount	Paid Date
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Contact Type	First Name	LastName	Phone #	Address	City	State	Zip
	BERLIN LIONS AGRICULTURAL FAIR INC		860-622-1505	410 BECKLEY RD	BERLIN	CT	06037

Applicant Signature: \_\_\_\_\_

Building Official Signature: \_\_\_\_\_

Internal Routing: (**Mandatory in Bold**)

	Initial/Date for Approval	Notes:
Building Department		
Tax Department		
Fire Marshall		
Zoning		

File Scanned on \_\_\_\_\_ by \_\_\_\_\_

**Agenda Item No. 1**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 31, 2025

**SUBJECT:** Approve a fiscal year 2025 non-budgeted appropriation of Berlin High School Renovate-as-New State Reimbursement to fund capital

**SUMMARY OF AGENDA ITEM:**

During the fiscal year 2026 budget process, staff submitted a total capital budget request of \$4,313,232. After carefully considering the items and staff prioritization of the list, the Board of Finance removed all but \$70,000 worth of capital items from the in-process FY26 budget and agreed to use the Berlin High School Renovate-as-New State reimbursement to fund the remaining #1 and #2 purchases and projects. The Town of Berlin received \$2,638,480 in State reimbursement.

<b><u>Small Vehicles/Machinery</u></b>			<b><u>Large Vehicles/Projects</u></b>		
Vans (Schools)	\$ 157,500	1	Willard Parking Lot (Public Works)	\$ -	1
Bus (Senior Center)	90,000	1	Server Replacements (IT/Police)	245,000	1
Flock Safety + CT (Police) - revised amt	36,000	1	Roof/Windows Replacement (Timberlin Maint. Bldg)	-	1
Loader (Highway)	229,500	2	Willard Plumbing (Schools)	150,000	1
Dump Tuck (Grounds)	125,000	2	Emergency Comm Upgrades (Schools)	130,000	1
Fire Command Vehicle (Fire Dept.)	80,000	2	Boilers (Schools)	100,000	1
Leaf Collector (Timberlin)	75,732	2	Ballast Blocks (Schools)	50,000	1
Repairs to Engine 10 (Fire Dept.)	55,000	2	Local Grant Match (Transfers)	50,000	1
Van (Facilities)	55,000	2	Centurelli Field Walkway (Grounds)	30,000	1
Scissor Lift (Facilities)	30,000	2	Sage Park Lighting Upgrade (Facilities) - Phase 1	350,000	2
	<u>\$ 933,732</u>			<u>1,105,000</u>	
			TOTAL 2,038,732		

**FUNDING:**

Berlin High School Construction Project Fund (554.00.0000.0.10002.00000).

**ACTION NEEDED:**

Move to approve a fiscal year 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the Capital Non-Recurring Fund in the amount of \$2,038,732 to fund the capital items listed in this agenda item.

**ATTACHMENTS:**

None

**PREPARED BY:**

Kevin Delaney, Finance Director *KD*

Agenda Item No. 2  
Request for Town Council Action

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 19, 2025

**SUBJECT:** Presentation of Central Connecticut Health District

**Summary of Agenda Item:**

Presentation of the Central Connecticut Health District Annual Report.

**Action Needed:**

No action needed

**Attachments:**

Presentation

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



Agenda Item No. 3  
Request for Town Council Action

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

**FROM:** Ryan Curley, Town Manager RC

**DATE:** April 2, 2025

**SUBJECT:** Chief of Police contract

**Summary of Agenda Item:**

The Mayor has asked for an update on the current contract with the Chief of Police.

**Funding:**

None needed

**Action Needed:**

Discussion and update concerning the status of the Chief of Police's contract.

**Attachments:**

None

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

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 14, 2025

**SUBJECT:** Statement of Need – Demore, Dinda, Bittner Jr. Memorial Pool Complex

**Summary of Agenda Item:**

After presenting to Town Council an adapted Feasibility Study for renovations and improvements to the Demore, Dinda, Bittner Jr. Memorial Pool Complex, the study was then forwarded to the Public Building Commission. At the PBC's meeting on February 13, 2025 the Feasibility Study was presented and reviewed by the Commission. The members spoke favorably of the study and believe the initial evaluation was reasonable in the estimated costs.

Per the charter and the direction of the Public Building Commission, a Statement of Need was created and reviewed by the Parks and Recreation Commission. It outlines the needs of the complex, the project scope and projected cost estimates. The Parks and Recreation Commission requests the Town Council Approval of this document and to forward to the Public Building Commission for review.

**Funding:**

None at this time

**Action Needed:**

Move to approve the Statement of Need for the Demore, Dinda, Bittner Jr. Memorial Pool Complex and refer the project to the Public Building Commission.

**Attachments:**

Statement of Need

**Prepared By:**

Jennifer Ochoa, Director of Community, Recreation and Parks Services  
Steven T. Wood, Superintendent of Grounds



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***DEMORE, DINDA, BITTNER JR. MEMORIAL  
POOL COMPLEX  
NEEDS STATEMENT***

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March 11, 2025





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## 1. INTRODUCTION

The Town of Berlin is seeking to enhance its recreational offerings by redeveloping Demore, Dinda, Bittner Jr. Memorial Pool Complex into a multi-functional park that meets the growing needs of residents. This proposed redevelopment will include a splash pad, new pool house, pickleball courts, additional parking, and a playground, providing a diverse range of amenities for individuals and families of all ages. With an increasing demand for accessible and engaging outdoor spaces, this project aims to foster community well-being, encourage physical activity, and create a vibrant gathering place for recreation and social interaction. This Statement of Needs outlines the necessity, benefits, and anticipated impact of these amenities, emphasizing their role in improving the quality of life for our residents.

## 2. PROJECT DESCRIPTION

### 2.1 NEED

Originally constructed in the 1970's, the Demore, Dinda, Bittner Jr. Memorial Pool Complex consists of a 4,500+/- s.f. main pool, a 575+/- s.f. wading pool, a 1,550+/- s.f. pool house, tennis courts, and a parking lot.

The main pool and wading pool have been closed since 2023 due to their current conditions and a decline in attendance. When it last opened, the pool was losing 5 to 7 inches of water a day. The pool has received some minor repairs, with the only major repair to the pool taking place in 2013 when it was re-plastered. To bring the pool and surrounding deck to a satisfactory condition to re-open it is recommended, but not limited to, that the following improvements are made:

- Replacement of the pool liner and coping.
- Concrete pool deck repairs or replacement for ADA compliance.
- Repairs to the wading pool pumps and circulation system.
- Replacement of the diving board, stair rails, and other accessibility features.
- Improvements for ADA compliance for entering and existing the main pool and wading pool.

The pool house needs renovations or replacement to bring the building to the current building and ADA code compliance. The building roof is at the end of its life-span, there are signs of building settling and structural repairs are necessary, the M/E/P systems need updating and replacement, and other improvements are needed for compliance with the Connecticut State Building Code for life safety and accessibility.

Prior to closing in 2023 the pool was also closed for COVID in 2020 and a steady decrease in attendance has been witnessed since.

<u>YEAR</u>	<u>ATTENDANCE</u>
2017	3,059
2018	2,497
2019	2,307
2020	CLOSED
2021	1,043
2022	931
2023	CLOSED
2024	CLOSED

The DDB Memorial Pool Complex also includes a battery of two (2) asphalt tennis courts. The courts have reached the end of their life cycle and have cracking, settling, and delamination throughout the playing surface. The surrounding chain-link fence has posts that have heaved and are leaning, as well as significant warping to the mesh fabric. Additionally, the courts do not currently have an accessible means of access from the adjacent parking lot.

## **2.2 PROJECT SCOPE**

After reviewing the current conditions and various options for improvements, and with the understanding that attendance has been declining, the recommendation for renovations to DDB Memorial Pool Complex in phases as follows:

### PHASE 1

- Replacement of the existing main pool, wading pool, and concrete deck with a new 1,500 – 2,000 s.f. splash pad (including all mechanical and pump system components).
- Demolish and construct a new 1,250+/- s.f. pool house building.
- Remove and replace perimeter chain-link fencing.
- Construct 20+/- additional parking spaces.
- Note that lifeguards would not be needed for the splash pad.



**PHASE 2**

- Demolish the existing tennis courts and construct new post-tensioned concrete pickleball courts in their place (including perimeter fencing).
- Construct a new park and playground between the splash pad constructed during phase 1 and the new pickleball courts.
- New accessible access pathway from the parking lot to the pickleball courts and playground.

**2.3 OPINION OF PROBABLE PROJECT COST ESTIMATES**

The opinion of probable project cost estimate is based on the information available at the time of preparation for an anticipated project construction in 2026. It is not a binding contract, quote, or guarantee of final costs. Actual costs may vary due to factors such as market fluctuations, material availability, labor rates, unforeseen conditions, or project scope changes. Any changes to the scope, materials, unforeseen conditions, or timing may impact the final cost.

**PHASE 1**

<u>SCOPE</u>	<u>ESTIMATED COST RANGE</u>
Pool House Replacement	\$1,150,000 - \$1,250,000
New Splash Pad	\$1,750,000 - \$1,925,000
New/ Expanded Parking Lot	\$350,000 - \$400,000

**PHASE 2**

<u>SCOPE</u>	<u>ESTIMATED COST RANGE</u>
Tennis Courts to Pickleball Courts Conversion	\$625,000 - \$700,000*
New Playground and Park Improvements	\$400,000 - \$550,000*
Accessibility and Site Improvements	\$150,000 - \$200,000*

*\*Estimated cost ranges do not include escalation beyond 2026.*

## Appendix A: REFERENCES

Demore, Dinda, Bittner Jr. Memorial Pool Complex Presentations

The following table summarizes the documents referenced in this document.

<b>Meeting</b>	<b>Date</b>
<i>Town Council Meeting</i>	<i>October 15, 2024</i>
<i>Town Council Meeting</i>	<i>November 12, 2024</i>
<i>Parks Commission</i>	<i>December 12, 2024</i>
<i>Town Council Meeting</i>	<i>January 21, 2025</i>
<i>Public building Commission</i>	<i>February 13, 2025</i>

**TO:** The Honorable Mayor and Town Council  
**FROM:** Ryan Curley, Town Manager *RC*  
**DATE:** April 1, 2025  
**SUBJECT:** IUOE, Local 30 (Blue Collar) Union Contract

**SUMMARY:**

- An agreement between the Town of Berlin and the International Union of Operating Engineers (IUOE, Local 30) has been made. The Union has unanimously voted to approve the contract.
- The length of this agreement is from July 1, 2024 – June 30, 2027.
- Notable changes to this new contract:

- Section 5.0

~~All employees who are promoted shall be on a probationary period for a period of sixty (60) calendar days. Upon successful completion of the promotional probationary period, the employee shall be permanently appointed to the new position.~~

*All employees who are promoted shall be on a sixty (60) day working test period in which an employee is required to demonstrate the ability to meet acceptable standards of performance within the new position. If at the exhaustion of the sixty (60) day working test period, the Department Head or Human Resources Director believes a longer working test period is required, the working test period may be extended.*

- Section 8.0

As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule which is attached to and made part of this Agreement as Appendix A. *There will be a retroactive GWI of 2.75% effective 7/1/2024, 3.5% effective 7/1/2025, and 3.25% effective 7/1/2026.*



*Town and Union agree to hire outside vendor to conduct salary survey. Towns to be included along with parameters (salary, benefits, etc.) to be agreed upon by both Town and Union. Total cost of salary survey to be split evenly (50/50) between the Town and the Union. Salary survey must be completed no later than December 31, 2025.*

- Section 12.1

No more ten (10) sick days per year may be used to care for the illness of an immediate family member who is residing in the employee's household. Immediate family member is defined as mother, father, sibling, spouse and/or child. Members may use up to (5) of those (10) family sick days for an immediate family member who is not domiciled in the employees' household. ~~If necessary, employees may apply to the Town Manager or his/her designee to seek additional days to be used for the care for the illness of an immediate family member who is residing in the employee's household. Such decision shall not be subject to the grievance and arbitration provisions of this Agreement. Should the illness of an immediate family member qualify for FMLA, the member will not be limited to the (10) sick days per year in order to care for the immediate family member. The member will be permitted to utilize any/all their accrued sick leave under the approved FMLA leave.~~

- Section 14.1

Discipline shall normally proceed in the following order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

The parties recognize and agree that certain infractions of a serious nature require immediate serious disciplinary action without recourse to progressive discipline.

*In the event that a verbal warning is issued, said verbal warning will not be used in progressive discipline if the employee completes one (1) full year without further discipline.*

*In the event that a written warning is issued, said warning will not be used in progressive discipline if the employee completes two (2) full years without further discipline.*

- Section 16.4

Uniforms. The Town shall furnish all employees uniforms (care and cleaning included), and necessary foul weather gear. Appropriate safety equipment will be provided for employees working in hazardous locations and equipment. The Town shall reimburse each employee in an amount not to exceed ~~one hundred and seventy-five dollars (\$175.00)~~ *three hundred dollars (\$300.00)* each fiscal year toward the purchase of two (2) pairs of safety shoes.

- Section 16.6

While serving in a stand-by or on-call status, employees of the Water Department shall be provided with a Department truck for the duration of that assignment. Employees shall arrange to transfer the vehicle from one to another on their own time.

*While serving in a stand-by or on-call status, employees of the Water Department shall be paid a flat rate of \$150.00 to compensate for each weekly (Sunday to Sunday) on-call assignment he/she is required to be available for.*

- Section 16.10

Meal Reimbursement - An employee working storm-related overtime or during a period of emergency shall be allowed a meal reimbursement as follows (meal receipts required):

<i>Breakfast</i>	<i>\$10.00</i>
<i>Lunch</i>	<i>\$12.00</i>
<i>Dinner</i>	<i>\$15.00</i>

- Section 19.3

Differentials for additional specified duties shall be paid as follows:

Crew Chiefs = ~~\$0.75~~ *\$1.00 per hour*

CDL Class A = ~~\$0.75~~ *\$1.00 per hour*

Cross Connection Certification - ~~\$0.79~~ *\$1.00 hourly*

Chemical Application (Golf & Grounds & ~~Painters~~) = 1.5 x regular wage per occurrence. Employees can choose to take wages or use as compensatory time (chemical time off). Time earned must be taken in fiscal year earned or within three (3) months.

The Human Resources department is requesting Town Council approval of this union contract.

**ACTION NEEDED:**

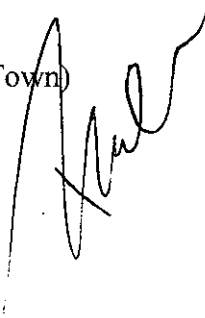
Move to approve and authorize the Town Manager to enter into a contract with the International Union of Operating Engineers (IUOE, Local 30) from July 1, 2024 through June 30, 2027.

**ATTACHMENTS:**

Union Contract

**PREPARED BY:**

Paula Carabetta, Human Resources Director (Town)

A handwritten signature in black ink, appearing to read 'Paula', is written over the printed name of Paula Carabetta.



**AGREEMENT  
BETWEEN**

**The Town of Berlin, Connecticut**

**AND**

**IUOE Local 30, International Union of  
Operating Engineers, Local 30**

**July 1, 2024 – June 30, 2027**

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**AGREEMENT BETWEEN  
THE TOWN OF BERLIN  
AND**

**IUOE, LOCAL 30**

The Agreement is entered into by and between the Town of Berlin, Connecticut (hereinafter referred to as the "Town") and IUOE, Local 30 (hereinafter referred to as the "Union").

As used herein, "Town" refers to the Town of Berlin and its agencies and departments, including the Highway Department, Public Grounds and Golf Course Department, Water and Sewer Department, Facilities and Municipal Garage, Animal Control Officers, and Recycling Department. "Employee" as used herein, refers to a member of the bargaining unit defined under Article I of this Agreement.

Now, therefore, in consideration of the mutual obligations contained herein, the parties agree as follows:

**ARTICLE 1  
RECOGNITION**

The Town recognizes the Union in accordance with the State of Connecticut decision and certification in Case No. ME-35.235 decision No. 5312 as the sole and exclusive representative and bargaining agent for all blue collar employees working twenty (20) or more hours per week employed by the Town of Berlin in the Water and Sewer Department, the Highway Department, Building Maintenance Department, Public Grounds and Golf Course Department and Municipal Garage, Animal Control Officers, Community Services Division, and in the Recycling Department, excluding supervisors, professional employees, clerical employees, seasonal employees including Golf seasonal employees, and all other employees excluded by virtue of the provisions of the Connecticut State Municipal Employees Relations Act.

**ARTICLE 2  
UNION MEMBERSHIP**

Section 2.1     All persons employed after the date of signing this Agreement may join the Union upon date of hire.

Section 2.2     The Town agrees to deduct from the pay of all bargaining unit employees who authorize such deductions from their wages in writing such membership dues as may be fixed by the Union in accordance with Section 2.4 of this Article.

Section 2.3     The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.



Section 2.4 The deductions shall be made on a biweekly basis and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made as soon as practicable after the first of each month.

### **ARTICLE 3**

#### **TOWN RIGHTS**

Section 3.0 Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore, held by the Town pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulation with respect to members of the Town's departments, shall remain vested and exclusively in the Town of Berlin, including, but not limited to the following:

- Determine the standards of services to be offered by Town departments;
- Determine the standards of selection of Town employment;
- Direct its employees, including the right to transfer;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;
- Issues rules and regulations;
- Maintain the efficiency of governmental operations;
- Determine work schedules;
- Determine the methods, means and personnel by which the Town's operations are to be conducted;
- Determine the content of job classifications; and
- Exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

Section 3.1 All of the above rights, responsibilities and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

### **ARTICLE 4**

#### **HOURS OF WORK AND OVERTIME**

Section 4.0 (1) The regular first shift work week shall consist of forty (40) hours made up of five (5) days of eight (8) hours each, Monday through Friday, 5:00 a.m. to 5:30 p.m. (as required) provided nothing herein shall be construed as a limitation upon or a guarantee of the number of hours of work in any one day or the days of work in any one week. The work week and pay period

will start at 0001 hours Sunday morning through Saturday. Custodians have separate work schedules.

- A. All employees who work an approved flexible schedule of forty (40) hours per week (in 4 ten-hour days; 3 twelve-hour days; etc.) shall not receive overtime until the completion of 40 hours.
- (2) The regular second shift work week for custodians shall consist of forty (40) hours made up of five (5) days of eight (8) hours each Monday through Thursday between the hours of 1:00pm and 11:00pm; and Fridays between the hours of 6:00am and 11:00pm providing nothing herein shall be construed as a limitation upon or a guarantee of the numbers of hours of work in any one day or the days of work in any one week. With respect to meal breaks, one thirty (30) minute paid meal break will be provided for all shifts that begin on or after 1:00pm.
- (3) A. For the full-time Animal Control Officer, the regular work week shall consist of forty (40) hours made up of five (5) days of eight (8) hours each, Monday through Friday, 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour unpaid lunch.
- B. The hours for the Assistant Animal Control Officer shall be:

Fridays*	8:00 a.m. - 4:30 p.m. (*Includes a 30-minute unpaid lunch break)
Saturdays	8:00 a.m. - 2:00 p.m.
Sundays	8:00 a.m. - 2:00 p.m.

Any members of the Blue Collar Union whose main job duties and responsibilities are in other classifications (i.e. Public Grounds or Highway) shall work the same hours as the Assistant Animal Control Officer for Saturday and/or Sunday when requested to fill in for said employees. Blue Collar staff who are not certified, but volunteer to be trained by the Animal Control Officer, may be assigned to clean cages and feed animals during staff vacancies. Assigned hours will be based on departmental needs. There will be a minimum of three hours overtime for weekend and holiday assignments.

- (4) For the Golf Course Employees, the regular work week shall consist of forty (40) hours per week. Schedules for Golf Course Employees shall be Monday through Friday. Hours for Golf Course Employees may range from 5:00 a.m. - 5:30 p.m.

Section 4.1 Bargaining unit employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week will be paid at the rate of time and one-half (1-1/2) his regular hourly rate for such hours.

Section 4.2 The Town shall determine overtime opportunities based upon operational requirements. In the event that all qualified employees decline to work overtime, the least senior of those employees must perform such overtime work for the period scheduled. The Town shall maintain overtime lists in all departments. Nothing herein shall preclude the Town from requiring overtime work from any employee.

Section 4.3 In lieu of pay for department overtime; any member may opt to receive compensatory time off for any overtime they work during the year based on 1 ½ times the number of hours actually worked. Any member wishing to receive compensatory time in lieu of pay shall write "CP" on their timecard for that period. No member shall be credited with more than ten (10) days of compensatory time during any fiscal year. Requests for compensatory time off shall be denied if it creates overtime. There shall be no carry over of unused compensatory time from fiscal year to fiscal year, unless otherwise authorized in writing by the Town Manager and/or her/his designee. Approval or denial of any such request shall not be subject to the grievance or arbitration provisions of this Agreement. There shall be no accumulation of compensatory time during the month of June. No member can be ordered to take compensating time in lieu of pay by the Town for any reason.

Inclement Weather/Snow Removal/Unforeseen Emergencies: In lieu of compensatory time off for inclement weather/snowstorms/unforeseen emergencies where any member called into work prior to 6:00pm the night before is required to work throughout the night until the next morning (minimum of 16-hour shift), the members direct supervisor may release the member from their shift any time after 10:00am and the Town will agree to pay the member for the remainder of the day/shift (not to exceed 4-hours within a normal shift). Should the member choose to go home earlier than 10:00am after being called in the night before, prior to 6:00pm, the member will be required to use their own accrued time for the remainder of their shift. In addition, if the need for a member of the group to return to his/her assignment is required after they have been released, the member will be expected to return back to work.

Members called in due to inclement weather/snow removal/unforeseen emergencies are required to punch-in to ExecuTime from the time of the mandated call-in.

Section 4.4 All employees scheduled to work on Sundays shall receive one and one-half times (1 ½) his or her regular hourly rate for such hours, except the Assistant Animal Control Officer, or any other employee whose regular work week includes Sunday work. Employees called in to work on Sundays due to emergencies shall be paid double time (2X) his or her regular hourly rate for such hours. Emergencies shall include call-ins, snow emergencies, and acts of nature necessitating work as determined by the Town Manager or his/her designee.

- Section 4.5 A bargaining unit employee who is required to work on a holiday shall be paid at the rate of double time (2X) his/her regular hourly rate for such hours plus eight (8) hours of holiday pay. The premium rates specified herein shall be applicable to hours worked on the actual holiday.
- Section 4.6 Overtime shall be divided equally within the classification within each department. On a weekly basis, a record of overtime hours worked shall be conspicuously posted in each department indicating the amount of hours credited to each employee. An employee who is offered overtime work, but refuses, shall be charged with such time as if he had worked such hours and such time shall be included in the crediting of hours specified above. Whenever the Town determines that overtime must be worked, when such work is traditionally performed by bargaining unit members during normal work hours, such overtime will first be offered to bargaining unit members in accordance with the provisions of Section 4.2 herein. Nothing herein shall preclude the assignment of mandatory overtime.
- Section 4.7 Employees who are called to work either by telephone or verbal instruction outside of their normal work hours shall be paid a minimum of three (3) hours pay at the applicable overtime rate. In situations where individuals are called by telephone, they shall be paid an additional one-half (½) hour at the applicable overtime rate as a travel allowance, providing they punch in within a half hour of receiving the call. A total of forty-five (45) minutes paid travel time shall be allowed in the event of a storm which creates hazardous traveling conditions. In an extreme case, the Town will consider mitigating factors. If an employee is instructed the night before, as an example, to report for work three (3) or less hours before the normal beginning of his shift, the three (3) hour minimum payment is to be applied in that situation. The limits specified herein shall not serve as a basis for avoiding the requirements of Section 4.5 regardless of the employee's home location.
- Section 4.8 Each employee shall take a one-half hour paid coffee break in the morning and a thirty (30) minute unpaid lunch break, scheduled by the Town. At the recommendation of the Department Head and in agreement with the Union, Departments can elect to waive the 30-minute unpaid lunch break. Such flexible schedules are at the discretion of the Town and not a subject to the grievance process.
- Section 4.9 The Union shall quarterly be given a list of all overtime hours and the hourly rate paid to employees, if requested.
- Section 4.10 Employees who are required to work overtime four (4) or more hours beyond the end of their regular shift will be permitted a one-half (½) hour meal break during that four (4) hour period with no interruption in pay.
- Section 4.11 Temporary Employees: A temporary employee may be employed at an entry level to serve in place of a regular employee who is out of work due to a long-



term illness or injury. Such temporary employee may serve in such position for up to fifteen (15) months. The Union Steward shall be notified when an employee reports that he/she is unable to report to work because of a long-term illness or injury. Additionally, the Union Steward shall be notified upon the Town hiring a temporary employee serving in the place of a regular employee under this provision. Should a position become vacant as a result of an employee's illness or injury, the Town shall post the vacant position pursuant to this Agreement. If no bargaining unit member applies, the temporary employee may be hired to fill the position.

## **ARTICLE 5**

### **PROBATIONARY PERIOD**

Section 5.0 No employee shall attain seniority or other rights or benefits under this Agreement until he has been continuously on the payroll of the Town for a probationary period of one hundred and eighty (180) calendar days. During such period, the employee shall be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, the employee's seniority shall date back to his/her original hiring date.

All employees who are promoted shall be on a sixty (60) day working test period in which an employee is required to demonstrate the ability to meet acceptable standards of performance within the new position. If at the exhaustion of the sixty (60) day working test period, the Department Head or Human Resources Director believes a longer working test period is required, the working test period may be extended.

Section 5.1 The Town will provide each employee in the bargaining unit a copy of this Agreement within thirty (30) days after the date of execution of same, and new employees shall receive a copy of this Agreement at the time of hire.

## **ARTICLE 6**

### **SENIORITY**

Section 6.0 Seniority is hereby defined as the relative length of an employee's continuous employment in the bargaining unit on a regular full-time basis by the Town of Berlin. An employee's earned seniority shall not be lost to absence from work caused by lay off, illness, or authorized leave of absence.

Section 6.1 For the purpose of lay off, recall, promotion, and transfer within the bargaining unit only, employee shall also accumulate seniority within their respective department of employment. In the event of a permanent lay off, the employees least senior in service shall be laid off first by department; provided, however, that the remaining employees in the department will be capable of performing the work available. In the event of a recall from lay off, employees shall be called back by department on the basis of seniority, starting with the most senior

employee, provided they are able to perform work available. In cases of promotion, the most qualified employee shall be selected provided that where ability to perform the required work is equal; priority shall be given to the senior employee. The Town shall be the sole judge of the qualifications of an employee to perform the required work.

Section 6.2 The Town agrees to furnish the Union with a seniority list showing the full-time employees, together with the length of service of such employees with their respective department of employment, upon request.

Section 6.3 Upon layoff, employees shall be placed on a recall list for a period not to exceed one (1) calendar year. Employees shall lose all seniority rights if they remain on the recall list for a period in excess of one (1) calendar year or if they fail to work within ten (10) days after notice of recall is sent to the last known home address on file with the Town.

Section 6.4 Laid off full time employees with the most seniority shall be hired first, provided they can perform the work available, and no new employee shall be hired until all laid off employees have been given an opportunity to return to work provided they can perform the work available.

## **ARTICLE 7**

### **PROMOTIONS AND TRAINING**

Section 7.0 All vacancies and new positions in the bargaining unit shall be posted on the Union bulletin boards and emailed to the union dispatcher. Employee shall be allowed seven (7) full workdays from the date of posting to apply for such vacancy or new position. The Town shall refrain from recruiting outside applicants during such period.

Section 7.1 If, in the Town's sole discretion, three (3) bargaining unit members are deemed to meet the minimum qualifications for the position, such members shall be subject to a promotional examination process as determined by the Town. The Town shall consistently test in accordance with past practice. Such examination process shall be conducted at the same time and location and by the same examining body. The Blue Collar Union shop steward or other Union Officers only, shall be authorized to observe said examination process and will be notified reasonably in advance of the date and time. If, in the sole discretion of the Town, two (2) members attain equal rank on a promotional process, the most senior employee shall be advanced. However, nothing herein contained shall be a guarantee that vacancies or new positions will be filled from within the bargaining unit.

Section 7.3 All employees who are promoted shall be on a trial period for a period of sixty (60) calendar days in his new position.

## **ARTICLE 8**

### **COMPENSATION**

Section 8.0 As of the effective date of this Agreement, employees shall be compensated according to the Compensation Schedule which is attached to and made part of this Agreement as Appendix A. There will be a retroactive GWI of 2.75% effective 7/1/2024, 3.5% effective 7/1/2025, and 3.25% effective 7/1/2026.

Town and Union agree to hire outside vendor to conduct salary survey. Towns to be included along with parameters (salary, benefits, etc.) to be agreed upon by both Town and Union. Total cost of salary survey to be split evenly (50/50) between the Town and the Union. Salary survey must be completed no later than December 31, 2025.

Section 8.1 Employees hired on or before July 1, 2010 shall, in addition to their regular pay, receive annual longevity pay in accordance with the following schedule:

After five (5) years	\$600.00
After ten (10) years	\$800.00
After fifteen (15) years	\$1050.00
After twenty (20) years	\$1250.00

Section 8.2 Upon becoming eligible for longevity pay, such pay shall be prorated from the employee's anniversary date to the start of the next fiscal year (July 1st). Thereafter, employees shall receive longevity pay in two payments on the pay day following December 1 and June 1. Longevity shall be paid only as earned and not in advance.

Section 8.3 Town shall pay the cost of employees maintaining CDL A or CDL B Licenses (includes cost of renewal).

Section 8.4 Direct Deposit. Employees shall be paid bi-weekly via electronic direct deposit into a designated bank account of the employee's choice. Such bank account number shall be provided to the Director of Human Resources or her/his designee.

## **ARTICLE 9**

### **HEALTH AND PENSION BENEFITS**

Section 9.0 Health Insurance Benefits:

The Town of Berlin agrees to provide employees with access to the health insurance and pension benefits agreed to by the Town and the Union in Appendix B, unless modified through agreement by the Town and the Union through the consortium medical and pension group. Any such changes shall be by way of a signed written agreement and appended hereto as Revised Appendix B.

Section 9.1 Other Insurances:

1. Disability Insurance providing income of 66-2/3% of base weekly wage (to a maximum of \$600.00) per week in the event of disability with a thirteen (13) week maximum per fiscal year.
2. The Town shall provide Long-Term Disability insurance coverage. Such coverage shall be 50% of base pay (minimum \$100 monthly benefit, maximum \$5,000 monthly benefit) less necessary and appropriate deductions.
3. Group Life Insurance for each employee in an amount equal to his annual wage rounded up to the nearest \$1,000, with a minimum of \$10,000 and a maximum of \$100,000.
4. Accidental Death and Dismemberment Insurance equal to the Life Insurance amount.
5. Whenever an employee is out on workers' compensation as a result of his employment with the Town, he shall be paid his full net pay, providing such period does not exceed six (6) months. Beyond six (6) months, the employee shall have the option of making up the difference between his weekly workers' compensation entitlement and his net pay, chargeable to the employee's accrued earned time.
6. Additional Accidental Death and Dismemberment Insurance in the amount of One Hundred Thousand Dollars (\$100,000).
7. An employee who retires no younger than age 60 with greater than ten (10) years of service, shall be allowed to purchase the above coverages at the Town's group rates at his/her own expense, but only until the employee reaches Medicare eligibility. The Town shall establish reasonable procedures for the employee's payment of such premiums.
8. The Town may change insurance carriers as long as benefits and coverages remain substantially equivalent to those provided under the Alternatives, when considered as a whole. If the Union objects to said change, the issue shall be submitted to SBMA under its Expedited Arbitration procedure with all administrative costs and fees paid by the Town.

Section 9.2     Employee Assistance Program

The Town shall maintain an Employee's Assistance Program.

**ARTICLE 10**  
**HOLIDAY PAY**

Section 10.0     The following shall be recognized as paid holidays irrespective of the day on which they fall, and all eligible employees shall receive eight (8) hours pay at their regular straight time hourly rate:



New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Good Friday
Thanksgiving Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Christmas Day	Independence Day
Juneteenth	
Two (2) Floating Holidays	

Holidays which fall on a Saturday shall be observed on the preceding Friday; holidays which fall on a Sunday shall be observed on the following Monday.

There shall be no carry over of Floating Holidays from fiscal year to fiscal year.

New employees hired between July 1 and December 31<sup>st</sup> shall receive (2) floating holidays upon hire; new employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> shall receive (1) floating holiday upon hire.

Section 10.1 An employee who has been absent from work on sick leave on either the workday before or after a holiday, for the major part of such work day, may be required to provide a medical certificate justifying the need for such sick leave in order to receive holiday pay.

Section 10.2 If a holiday occurs while an employee is on vacation leave, the holiday will be considered as a paid holiday and not a vacation day.

Section 10.3 Personal Days: Employees shall be eligible for three (3) paid personal days to conduct business that may not be transacted during working hours. Personal days shall not be carried over from fiscal year to fiscal year. New employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> shall receive three (3) paid personal days upon hire; new employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> shall receive one and half (1.5) paid personal days upon hire.

Section 10.4 Berlin Fair: There shall be 1:00 p.m. dismissal on the Friday of the Berlin Fair weekend. On such days, there shall be no lunch breaks. In the event that employees are required to work their regularly scheduled work hours on such day, it shall be considered part of the normal workweek, and not a holiday.

## **ARTICLE 11** **VACATIONS**

Section 11.0 Regular full-time and part-time employees shall receive vacation pay at their straight time hourly rate at their normal weekly salary, exclusive of overtime for each week in accordance with the following schedule:

## **NEW HIRES**

New employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> shall receive five (5) days of vacation upon hire, which can be used after successful completion of their probationary period.

New employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> shall receive ten (10) days of vacation on July 1<sup>st</sup>, which can be used after successful completion of their probationary period.

## **CURRENT EMPLOYEES**

<b><u>Length Of Employment</u></b>	<b><u>Vacation On July 1<sup>st</sup></u></b>
Less than Five (5) years	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

- Section 11.1** In a mutual effort to produce harmony and understanding, employees shall request vacation time as far in advance as practicable and supervisors shall approve such requests in timely fashion. When the operational requirements of the Town preclude the approval of a specific request, the employee shall have such reasons for denial clearly explained, and every effort shall be made by employees and supervisor to agree upon an alternate vacation period. When necessary, preference as to time of taking vacation shall be given to employees of greater seniority.
- Section 11.2** Preference as to time of taking vacation shall be given to employees of greater seniority, but all requests for vacation must be approved by the Town based upon operational requirements.
- Section 11.3** All vacations must be taken during the course of the fiscal year in which it is earned (July 1 through June 30).
- Section 11.4** Employees may carry over up to two weeks of vacation time from one fiscal year into the subsequent fiscal year. Time carried over in this fashion must be used no later than June 30<sup>th</sup> of such subsequent fiscal year.
- Section 11.5** During the year in which an employee becomes eligible for an additional week of vacation, the additional time will be allotted on the July 1st which begins said fiscal year.
- Section 11.6** Vacation time periods may start and end any day of the week desired by the employee. Subject to Section 11.2 above.

- Section 11.7 Upon voluntary termination of employment or layoff from the Town, employees hired prior to July 1, 2021 shall be paid for all accumulated and unused vacation time; employees hired on or after July 1, 2021 shall be paid for all unused vacation time in the year in which they terminate employment; and such payment shall be paid to the employee (or if deceased, to the employee's beneficiary as designated on the employee's Town policy of life insurance). In no event shall such payment exceed three (3) weeks of pay.
- Section 11.8 In the event of illness during an employee's vacation period, the employee shall be given the option of charging the days to his sick leave with a Doctor's certificate.
- Section 11.9 Paid leave for jury duty shall be granted upon presentation of summons for such duty. Payment for jury duty, excluding meal and travel allowance, shall be reimbursed to the Town.
- Section 11.10 An employee who terminates or is terminated with less than one (1) year of employment shall not be entitled to vacation pay upon termination.
- Section 11.11 Employees may not request advance vacation pay.

## **ARTICLE 12**

### **SICK LEAVE**

- Section 12.0 The parties hereby agree that sick leave shall be allowed in the event of actual illness or injury of an employee and shall not be considered a privilege which an employee may use at his discretion. Sick leave shall be allowed for lost time for medical, optical or dental appointments during workday hours as approved by the Supervisor. Sick leave shall be used in increments of at least one (1) hour.
- Section 12.1 No more ten (10) sick days per year may be used to care for the illness of an immediate family member who is residing in the employee's household. Immediate family member is defined as mother, father, sibling, spouse and/or child. Members may use up to (5) of those (10) family sick days for an immediate family member who is not domiciled in the employees' household. Should the illness of an immediate family member qualify for FMLA, the member will not be limited to the (10) sick days per year in order to care for the immediate family member. The member will be permitted to utilize any/all their accrued sick leave under the approved FMLA leave.

Sick leave may be cumulative to one hundred fifty (150) days. When absent from work on sick leave, an employee shall receive compensation at his regular straight time rate for the period of the absence. All regular full-time employees shall earn sick leave credits at the rate of one and one-quarter (1-1/4) normal workdays per month, up to a maximum of fifteen (15) sick leave days per fiscal year.

- Section 12.2 For any absence for which sick leave is claimed, notice must be given on scheduled workday to the Supervisor within one (1) hour prior to the employee's scheduled starting time. After three (3) days, the Town may require evidence of eligibility for sick leave in the form of a physician's certificate or a report from a Public Health Nurse. Such certificate shall state the nature of the illness or injury and the expected duration.
- Section 12.3 The Town reserves the right to require the employee to submit to an independent medical examination by a doctor of the Town's choice and at the Town's expense. During this process, the employee shall not be required to use additional sick time and the employee shall not suffer a loss in pay.
- Section 12.4 If an employee is out sick with a serious illness or injury for a period of two (2) weeks or more, the Town may require having the Town's physician of record examine the employee before he/she returns to work. The Town will pay for this physical and the employee will be on paid status after being released to return to work by their own physician.

### **ARTICLE 13**

#### **BEREAVEMENT LEAVE**

- Section 13.0 Special leave of absence of up to five (5) consecutive or intermittent working days to accommodate time of service with pay shall be granted to an employee in the event of death of the employee's: Spouse, Sister or Half-Sister, Child or Stepchild, Brother or Half-Brother, Parent.
- Section 13.1 Special leave of absence of up to a maximum of three (3) consecutive or intermittent working days to accommodate time of service with pay shall be granted to an employee in the event of death of the employee's: Mother-in-law, Father-in-law, Stepparent, Step-brother, Step-Sister, Grandchild, Grandparent, other relative domiciled in employee's household.
- Section 13.2 Special leave of absence of one (1) working day with pay shall be granted an employee for the purpose of funeral attendance in the event of death of employee's: Niece, Nephew, Sister-in-law, Brother-in-law, Aunt, Uncle, Daughter-in-law, Son-in-law.
- Section 13.3 No pay shall be granted pursuant to this Article when one or more days used by an employee for bereavement purposes falls on a day when the employee would not normally work. The Town may require proof of death.
- Section 13.4 Employees shall be granted two (2) additional bereavement leave days in the event a funeral takes place out of the state.

**ARTICLE 14**  
**DISCHARGE AND DISCIPLINE**

Section 14.0 No employee shall be discharged, demoted or otherwise disciplined, without just cause.

Section 14.1 Discipline shall normally proceed in the following order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

The parties recognize and agree that certain infractions of a serious nature require immediate serious disciplinary action without recourse to progressive discipline.

In the event that a verbal warning is issued, said verbal warning will not be used in progressive discipline if the employee completes one (1) full year without further discipline.

In the event that a written warning is issued, said warning will not be used in progressive discipline if the employee completes two (2) full years without further discipline.

Section 14.2 All disciplinary actions may be appealed through the established grievance procedure except as provided in Article 5 of this Agreement.

**ARTICLE 15**  
**GRIEVANCE AND ARBITRATION**

Section 15.0 Should any dispute arise with the Town by the Union and/or an employee over the interpretation or application of any specific provision of this Agreement, it shall be settled in the following manner:

STEP ONE: The Union Steward and/or the aggrieved employee shall present the grievance verbally or in writing to his immediate supervisor not later than ten (10) working days after the occurrence of the incident giving rise to the grievances. The grievance must set forth the specific section of the Agreement involved. Specific sections of the Agreement involved may be amended up to the actual arbitration hearing. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. Failure to file or pursue a grievance through arbitration does not constitute a waiver by the union on future similar grievances nor does it have any correlation with regard to the merits of the union's position on an alleged violation. The grievance shall be orally discussed by the supervisor, the employee, and/or the steward who shall attempt to settle it within three (3) working days.



STEP TWO: If they are unable to do so, the grievance may be submitted to the appropriate department head within ten (10) working days thereafter. If submitted, the grievance shall be discussed by the employee or representative of the Union and the Department Head who shall attempt to settle it within five (5) working days.

STEP THREE: If the employee or the Union are not satisfied with the Department Head's Step Two decision, the grievance shall be submitted to the Town Manager within ten (10) days of the Step Two decision and then discussed by the employee or the local Union Representative and IUOE, Local 30 Representative with the Town Manager or his/her authorized representative. The Town's answer to the grievance shall be in writing. In the event they are unable to settle the grievance within ten (10) working days, it may be submitted by the Union for arbitration as provided below.

Section 15.1 In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to arbitration at the State Mediation and Arbitration Service. The request for arbitration must be in writing and be filed with the State Board of Mediation and Arbitration not later than thirty (30) days after the written answer of the Town's designated representative in Step Three is given to the Union.

Section 15.2 The arbitrator's award shall be final and binding as provided by law, but he shall have no power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement.

Section 15.3 The fee and expense of the arbitrator, excluding legal fees, shall be borne equally by the parties.

Section 15.4 Any grievance not submitted to a higher step in the grievance procedure within the specified time limits provided above shall be deemed settled on the basis of the decision of the Town in the last step in which the grievance was discussed and shall not be subject to further processing.

## **ARTICLE 16**

### **MISCELLANEOUS PROVISIONS**

Section 16.0 The Town agrees to provide the Union with a bulletin board located on the premises of each respective department for the posting of notices pertaining to Union affairs.

Section 16.1 If the Town decides to fill a position, such position shall be filled within ninety (90) calendar days from the time of posting if personnel are qualified and available.

Section 16.2 If the Town decides to fill a position, all vacancies shall be posted within thirty (30) calendar days of the decision to fill same.

Section 16.3 The Town shall provide a room where Union meetings can be held.

Section 16.4 Uniforms. The Town shall furnish all employees uniforms (care and cleaning included), and necessary foul weather gear. Appropriate safety equipment will be provided for employees working in hazardous locations and equipment. The Town shall reimburse each employee in an amount not to exceed three hundred dollars (\$300.00) each fiscal year toward the purchase of two (2) pairs of safety shoes.

Section 16.5 The Town shall insure employees' personal tools used in the performance of their duties against loss or theft in the course of work. Employees shall be reimbursed for the replacement cost of such tools.

Section 16.6 While serving in a stand-by or on-call status, employees of the Water Department shall be provided with a Department truck for the duration of that assignment. Employees shall arrange to transfer the vehicle from one to another on their own time.

While serving in a stand-by or on-call status, employees of the Water Department shall be paid a flat rate of \$150.00 to compensate for each weekly (Sunday to Sunday) on-call assignment he/she is required to be available for.

Section 16.7 Whenever Town equipment is to be used, qualified bargaining unit members who are available shall be given the first opportunity to work.

Section 16.8 Seasonal employees may perform all duties they are capable of performing including weekend work. A maximum of four (4) seasonal employees may be hired by the Golf Course and such employees may work up to 1200 hours per season (March through November); no more than 120 total work per calendar year days will be permitted. Golf Course seasonal employees may not perform weekend work unless there is an equal ratio of seasonal employees to bargaining unit employees for all weekend work. Regular bargaining unit employees shall be entitled to a right of first refusal for work on Memorial Day, Independence Day and Labor Day. If no regular bargaining unit employee agrees to work on those holidays, the Golf Course Director may use seasonal workers those days.

Section 16.9 All employees holding the positions of Animal Control Officer (ACO) or Assistant Animal Control Officer shall be required to hold and maintain certification in firearms handling. The Town shall provide and pay for all such required training. All other provisions of the contract shall apply to these above referenced positions.

Section 16.10 Meal Reimbursement - An employee working storm-related overtime or during a period of emergency shall be allowed a meal reimbursement as follows (meal receipts required):

Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$15.00

Section 16.11 During the term of this Agreement, the Town may not subcontract out new work which does not vary significantly in kind or degree from work which has been customarily performed by members of this bargaining unit if it causes a reduction in the bargaining unit membership.   ♥

Section 16.12 The Town of Berlin hereby agrees that bargaining unit employees will perform all grass cutting at the soccer fields and the baseball fields. Bargaining unit employees will also continue to perform all grass cutting at Town buildings at which they are currently the sole provider of cutting service.

## **ARTICLE 17**

### **NO STRIKES OR LOCKOUTS**

Section 17.0 The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdown, picketing, work stoppages, mass absenteeism, mass resignations, or other concerted activities or similar forms of interference with the operations of the Town. Any or all employees participating in such strikes or other prohibited activity described above in this Article shall be subject to appropriate disciplinary action by the Town, up to and including discharge.

Section 17.1 The Town agrees that it will not lockout the employees during the term of this Agreement.

## **ARTICLE 18**

### **HEALTH AND SAFETY**

Section 18.0 The Town Manager and/or her or his designated representative and the officers of the Union shall comprise a safety committee. Meetings of the committee may be requested by either the Town or the Union and shall be scheduled by mutual agreement of the parties.

Section 18.1 The parties agree to meet to review any recommendations which may be made by CONN OSHA, and to discuss the implementation of an on-going program to monitor working conditions and procedures.

Section 18.2 It is the Town's policy that no Blue Collar employee shall be expected to perform work which involves the removal or disturbance of asbestos which may jeopardize his health and/or safety. The Town and Union both acknowledged that the primary concern in this area is health and safety. Further, it is acknowledged that on many occasions, neither the Town nor Union will have the expertise to determine whether a hazard exists, the degree of a hazard, proper procedures to follow, or whether professional firms should be brought in. Therefore, in light of the above, any reasonable, suspicion or concern for health or safety (especially related to asbestos) shall immediately be brought to the attention of the supervisor by the employee, who shall state both the specifics of such concern and the basis for such concern. All such concerns shall be addressed immediately by the

supervisor without reprisal. If mutual agreement is not reached, the resolution of the issue shall be left to a mutual body such as CONN OSHA, prior to work being performed. This process has been jointly developed to deal with a genuine concern for health and safety in a reasonable manner. It is agreed that both sides shall conduct themselves in such a reasonable manner.

## **ARTICLE 19**

### **COMPENSATION STEP SCHEDULE**

Section 19.0 Effective July 1, 2021, employees at the one-year step or above will advance one step, and thereafter as stated in the compensation schedule. Step increments due to an employee in the fiscal year shall be paid at the beginning of the fiscal year, except for the 6-month step which shall be paid on the pay period immediately following the employee's anniversary date.

Section 19.1 New Employees shall be placed in Step 1 and shall remain in that step for six (6) months, after which they shall be advanced to Step 2, and subsequently follow Section 20.0 above.

Section 19.2 Current employees promoted to the next higher classification, at the step that results in an increase but in the higher classification. Employees promoted to a classification higher than the next classification, (for example a Maintainer II promoted to Maintainer IV) shall be placed at the step in the newly promoted classification that provides a pay increase equal to or higher than the immediate lower classification. (Example of promotion two classification higher: Employee moves to next classification at the same step. Then going to his/her final classification, the employee moves into whatever wage step provides a rate of pay equal to or higher than the wages in the previous classification).

Section 19.3 Differentials for additional specified duties shall be paid as follows:

Crew Chiefs = \$1.00 per hour  
CDL Class A = \$1.00 per hour  
Cross Connection Certification - \$1.00 hourly

Chemical Application (Golf & Grounds) = 1.5 x regular wage per occurrence.  
Employees can choose to take wages or use as compensatory time (chemical time off). Time earned must be taken in fiscal year earned or within three (3) months.

Individuals other than Golf Course employees hired after July 1, 2016 shall not be eligible for Chemical Application differentials in either wages or compensatory time, except with the employee works with lead paint.

#### **Chemical Spray Examples:**

8 hours of Chem Time on a Friday equals 8 hours of straight pay plus 4 hours of straight pay or 4 hours of Chem Time off.

8 hours of Chem Time on a Saturday equals 8 hours of time and a half (for Saturday pay) and 4 hours of straight pay or 4 hours of Chem Time off.

8 hours of Chem Time on a holiday equals 8 hours of double time and 4 hours of straight pay or 4 hours of Chem Time off.

## **ARTICLE 20**

### **UNION BUSINESS**

Section 20.0 The Town shall allow time off without loss of pay or benefits up to a total of ten (10) days per calendar year for officers or other Local Union Representatives for Union business limited to attendance at conventions or educational conferences. The Union shall notify the Chief Executive Officer's office in writing of time and locations of such events, five (5) days in advance and not more than one (1) officer per Town Department shall be off at any one time. Such leave may be taken in one-hour increments. The Union shall provide the Town with a list of Union Officers.

Section 20.1 Members whose attendance is required shall suffer no loss of pay or benefits for time spent attending meetings with the Town, or hearings scheduled by the State Board of Labor Relations, or Board of Mediation and Arbitration.

Section 20.2 No more than four (4) members of the Union shall be allowed work release time, with pay, for the purpose of contract negotiations.

Section 20.3 The Union Steward shall be allowed to leave his/her workstation for the purpose of investigating matters relative to the term and conditions of this Agreement, provided, however, that such work release time is subject to approval of the Chief Executive Officer. Requests for work release time for the purpose stated herein shall not be unreasonably denied.

## **ARTICLE 21**

### **PART-TIME POSITIONS**

Section 21.0 The Town agrees it will not take a full-time position and make it into a part-time position(s).

Section 21.1 A part-time position is defined as a position working less than twenty-five (25) hours per week.

Section 21.2 A part-time employee shall not receive longevity or insurance benefits, however, said employee(s) shall receive all other contractual benefits on a pro-rata basis (e.g., part-time hours divided into 40 hours per week = ratio of benefits).



**ARTICLE 22**  
**DURATION**

Section 22.0 This Agreement shall be binding upon this Town and the Union and the employees from the 1st day of July 1, 2024 and shall continue until midnight of the 30th day of June 2027.

Section 22.1 If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified or registered mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 22.2 Unless specifically stated to the contrary, all benefits, rights and responsibilities shall commence upon the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2025

FOR THE TOWN OF BERLIN

REPRESENTING BLUE COLLAR  
EMPLOYEES IUOE, Local 30

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **APPENDIX A SALARY SCHEDULE**

Pay/Grade/Title	As of Date ↓	Steps									
		1	2	3	4	5	6	7	8	9	10
<b>MAINTAINER I</b>	7/1/24	19.00	19.50	20.00	20.50	21.00	21.50	22.00	22.50	23.00	23.50
<b>9-Month Seasonal Employees</b> (refer to MOU)	7/1/25	19.00	19.50	20.00	20.50	21.00	21.50	22.00	22.50	23.00	23.50
	7/1/26	19.00	19.50	20.00	20.50	21.00	21.50	22.00	22.50	23.00	23.50
<b>MAINTAINER II</b>	7/1/24	23.06	23.79	24.45	25.19	25.96	26.73	27.54	28.36	29.23	30.10
	7/1/25	25.31	26.07	26.87	27.67	28.50	29.35	30.25	31.15		
	7/1/26	26.13	26.92	27.74	28.57	29.43	30.30	31.23	32.16		
<b>MAINTAINER III</b>	7/1/24	24.65	25.41	26.17	26.96	27.76	28.61	29.43	30.34	31.27	32.16
Ast Animal Control Off, Custodians, Golf Groundskeeper, Senior Center Bus Driver, Recyc Coordinator, Maintenance Asst	7/1/25	27.09	27.90	28.73	29.61	30.46	31.40	32.36	33.29		
	7/1/26	27.97	28.81	29.66	30.57	31.45	32.42	33.41	34.37		
<b>MAINTAINER IV</b>	7/1/24	26.41	27.18	28.02	28.83	29.74	30.60	31.50	32.49	33.41	34.46
Animal Control Off, Lead Custodian, Equip Operator/Highway, P & G Groundskeeper, Grounds Mechanic, Trades Assistant	7/1/25	29.00	29.84	30.78	31.67	32.61	33.63	34.58	35.67		
	7/1/26	29.94	30.81	31.78	32.70	33.67	34.72	35.71	36.83		
<b>MAINTAINER V</b>	7/1/24	28.24	29.10	29.97	30.85	31.80	32.77	33.75	34.72	35.80	36.83
Carpenter, Painter, Fire Mechanic, Fleet Mechanic, Heavy Equipment Operator	7/1/25	31.02	31.93	32.91	33.92	34.93	35.94	37.05	38.12		
	7/1/26	32.03	32.97	33.98	35.02	36.07	37.11	38.25	39.36		
<b>MAINTAINER VI</b>	7/1/24	30.23	31.14	32.06	33.04	34.02	35.06	36.09	37.19	38.29	39.44
Water Control, HVAC Technician, Electrician, Lead Electrician, Lead Mechanic, Plumber, Treatment Operator	7/1/25	33.18	34.20	35.21	36.29	37.35	38.49	39.63	40.82		
	7/1/26	34.26	35.31	36.35	37.47	38.56	39.74	40.92	42.15		

## COALITION BARGAINING AGREEMENT

---

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of February, 2021, by and between the Town of Berlin (the "Town") and the following bargaining units (collectively the "Unions"): Berlin Blue Collar Employees (UE Local 222, CILU/CIPU, CILU #52); Berlin White Collar Employees (CALU Local #2); Home Care and School Health Care Workers of Berlin Unit #20 (Connecticut Health Care Associates National Union of Hospital and Health Care Employees, AFSCME); Berlin Middle Management Association; Berlin Dispatchers (CALU Local #911); and Berlin Police Union (Fraternal Order of Police Lodge 56).

WHEREAS, the Town and the Unions wish to have a single health benefit plan for all Town employees;

WHEREAS, the parties wish to enter into a Medical Insurance Coalition Agreement (hereinafter "MICA") in an effort to control rising insurance costs;

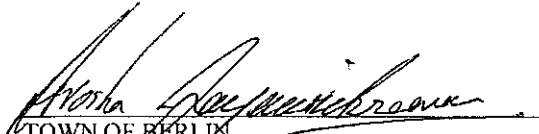
WHEREAS, a description of the 2021-2026 MICA insurance plan is attached hereto as Exhibit A; and

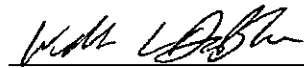
WHEREAS, except as otherwise provided herein, all terms and conditions of affected Town employees shall be set forth in the collective bargaining agreement between the Town and each of the respective unions named above;


NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Unions, acting of their own free will, hereby agree as follows:

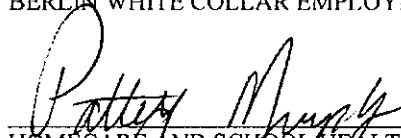
1. The updated MICA agreement effective July 1, 2021 shall replace the existing coalition health insurance provisions from the 2017 - 2021 agreement. It shall be available to those members of the Unions who are eligible for health insurance as of July 1, 2021.
2. MICA shall remain in effect from the date of the execution of this agreement until July 1, 2026.
3. If by June 30, 2026, no party seeks a change in the insurance plan that is in effect at the time of the execution of this agreement, the Town and a representative of each of the unions named above shall negotiate to develop a successor insurance plan.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 17 of February 2021.

  
TOWN OF BERLIN


  
BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL  
222, CILU/CIPU, CILU #52

  
BERLIN WHITE COLLAR EMPLOYEES, CALU Local #2

  
HOME CARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN  
UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL  
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME

  
BERLIN MIDDLE MANAGEMENT ASSOCIATION

  
BERLIN DISPATCHER EMPLOYEES, CALU Local #911

  
THE BERLIN POLICE UNION FRATERNAL ORDER OF POLICE LODGE 56

# TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

## OPTION 1: Century Preferred PPO:

### NO CHANGE IN CURRENT PLAN DESIGN

<b>In-Network:</b> Hospital Co-pay Outpatient Surgery Co-pay Emergency Room Co-pay Urgent Care Office Co-pay (Prev/Sick/Specialist) Maximum <b>Out-of-Network:</b> Deductible (Ee/Ee+Sp/Family) 80% Coins to OOP Lifetime Maximum Dependent Child Age	<b>Employee Cost</b> \$100 Co-pay \$100 Co-pay \$100 Co-pay \$25 Co-pay \$0 / \$20 / \$20 Co-pay unlimited  \$200 / \$400 / \$500 Deductible \$1000 / \$2000 / \$2500 OOP \$1,000,000 To age 26
<b>Prescription Drug:</b> Retail Co-pay Mail Order Co-pay Maximum Formulary	Managed Drug Plan \$10 / \$25 / \$40 Co-pay \$20 / \$50 / \$80 for 90 days No annual maximum 3 Tier Formulary Plan

### RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:

<b>Vision:</b>	Blue View Vision Plan BVMO
<b>Dental:</b> Rider A, B, C & D Dependent Child Coverage	Full Yes To age 26

### EMPLOYEE PREMIUM COST SHARES

Century Preferred PPO	
Plan Year 2021-2022	27.5% Employee Cost Share 72.5% Employer Cost Share
Plan Year 2022-2023	28% Employee Cost Share 72% Employer Cost Share
Plan Year 2023-2024	28.5% Employee Cost Share 71.5% Employer Cost Share
Plan Year 2024-2025	29% Employee Cost Share 71% Employer Cost Share
Plan Year 2025-2026	29% Employee Cost Share 71% Employer Cost Share



## **TOWN OF BERLIN MEDICAL PROGRAM**

**July 1, 2021 - June 30, 2026**

### **OPTION 2: High Deductible Plan & HSA:**

July 1, 2021 - June 30, 2022 - \$2,000/\$4,000 High Deductible plan with HSA  
 July 1, 2022 - June 30, 2025 - \$2,250/\$4,500 High Deductible plan with HSA  
 July 1, 2025 - June 30, 2026 - \$2,500/\$5,000 High Deductible plan with HSA  
 All Well Visits provided at no cost to the participant without impact on deductible.  
 Managed Rx with co-pays after deductible is met (\$10 / \$25 / \$40)

### **Health Savings Account Funding:**

Plan Year 2021-2022	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2022-2023	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2023-2024	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2024-2025	Town Funds 50% of Deductible Deposited with the first pay in July
Plan Year 2025-2026	Town Funds 50% of Deductible Deposited with the first pay in July

### **RIDERS INCLUDED WITH MEDICAL PLAN OPTIONS:**

Vision:	Blue View Vision Plan BVMO
Dental:	Full
Rider A, B, C & D	Yes
Dependent Child Coverage	To age 26

### **EMPLOYEE PREMIUM COST SHARES**

High Deductible with H.S.A.	
Plan Year 2021-2022	17.5% Employee Cost Share 82.5% Employer Cost Share
Plan Year 2022-2023	18% Employee Cost Share 82% Employer Cost Share
Plan Year 2023-2024	18.5% Employee Cost Share 81.5% Employer Cost Share
Plan Year 2024-2025	19% Employee Cost Share 81% Employer Cost Share
Plan Year 2025-2026	19% Employee Cost Share 81% Employer Cost Share

## TOWN OF BERLIN MEDICAL PROGRAM

July 1, 2021 - June 30, 2026

### WELLNESS INCENTIVE

The Town will continue to offer a Wellness Incentive that provides a monetary incentive to employees who participate in the program. In order to be eligible, employees and their spouses must have completed all of their age appropriate screenings and have their physician certify completion of those screenings. *Dependent children are no longer required to submit wellness paperwork.* All Wellness forms are due to HR by June 30th of the plan year.

Plan Year 2021-2022	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2022-2023	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2023-2024	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2024-2025	\$200 Single Option \$300 Employee plus One Option \$500 Family Option
Plan Year 2025-2026	\$200 Single Option \$300 Employee plus One Option \$500 Family Option

*Employees participating in the High Deductible/H.S.A. plan can elect to have their wellness incentive benefit deposited directly into their Health Savings Account*

### INSURANCE WAIVER BENEFIT

In recognition of the significant cost impact health insurance can have on an employer, the Town pays a premium to staff who waive coverage (*not applicable to single coverage*). Upon presentation of documentation that an employee is covered under a health insurance policy existing elsewhere (not with the Town of Berlin nor with the Berlin Public Schools), an employee may elect to waive, in writing, all health and dental insurance coverage. In lieu of coverage these employee will receive on an annual basis, the following amounts (paid quarterly): Employee Plus One: \$1,800, Family: \$2,500

*\* Employees who elect to waive coverage and receive the In Lieu of Premium will not be eligible to enroll in benefits (or the Wellness Incentive) until open enrollment unless he/she has a qualifying event as defined in the federal regulations and which allows for changes midyear. At which point, the Waiver would discontinue.*

***If in any year of this agreement, the insurance premium increases more than 10%, the Coalition Agreement may be opened to re-evaluate premium cost shares.***

## **APPENDIX C - DEFINED CONTRIBUTION**

### **EXHIBIT A**

The Town of Berlin Defined Contribution Plan is available to Eligible Participants who are members of the DCRP-CA as follows:

#### **Eligibility Date**

- 1) Employees hired prior to January 1, 2015 will be eligible to participate in the plan upon their date of hire.
- 2) Employees hired on or after January 1, 2015 will be eligible to participate following the completion of one full year of service.

#### **Employee Contributions**

- 1) Employees hired prior to January 1, 2015 will be eligible to contribute between one (1%) and five (5%) percent of their base wages into the plan.
- 2) Employees hired on or after January 1, 2015 will be eligible to contribute between one (1%) and six (6%) percent of their base wages into the plan.

#### **Employer Matching Contribution**

- 1) Employees hired prior to January 1, 2015 will be eligible for a 200% employer match of their contributions to the plan.
- 2) Employees hired on or after January 1, 2015 will be eligible for a 100% employer match of their contributions to the plan.

#### **Duration**

The employee and employer contributions defined above will not be eligible for negotiations until the successor agreements following January 1, 2025.

The plan document will be amended to mirror the above noted changes.

IN WITNESS WHEREOF, the undersigned have executed this agreement this 8<sup>th</sup> of January 2015.

Denise M. McNair  
TOWN MANAGER

Walter C. B. B.  
BERLIN BLUE COLLAR EMPLOYEES, UE LOCAL  
222, CILU/CIPU, CILU #52

Alvin Shih  
BERLIN WHITE COLLAR EMPLOYEES, UE LOCAL  
222, CILU/CIPU, CILU #28

Patty Murphy  
HOMECARE AND SCHOOL HEALTH CARE WORKERS OF BERLIN  
UNIT #20, CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL  
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME

David D.  
BERLIN MIDDLE MANAGEMENT ASSOCIATION

## MEMORANDUM OF UNDERSTANDING

### Town of Berlin & Berlin Board of Education & UE Local 222, CILU/CIPU, CILU #52 Berlin Blue Collar Employees & Berlin Board of Education Custodians CALU #1

Pursuant to the Agreement between the **Town of Berlin** and **UE Local 222, CILU/CIPU, CILU #52** Berlin Blue Collar employees effective July 1, 2018 through June 30, 2021 and **Berlin Board of Education** and **The Berlin Board of Education Custodians, C.A.L.U. #1**, in effect July 1, 2017 to June 30, 2020, the following agreement is made pursuant to work done within the school buildings.

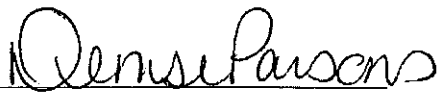
There has been a long-standing agreement between the Facilities employees of the Town and the custodial staff at the Board of Education with regard to similar work responsibilities and the approach to repairs and maintenance within the school buildings. Major repairs to facilities fall under the Facilities Department of the Town. Minor items such as the following should be handled by the building custodians:

- Hanging a pencil sharpener;
- Installing a soap or towel dispenser;
- Replacing a handful of ceiling tiles; and
- Other simple tasks that require one man and take up to fifteen minutes. *(Including furniture fixtures & equipment jobs - including but not limited to tables, desks, chairs, carts, dolly's that require hardware adjustment or replacement; or installation of posters, plaques, pictures or items that require installation with peel and stick Velcro, tape, adhesive or small anchors and screws).*

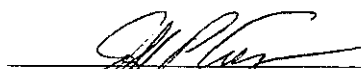
This approach will not only expedite the minor maintenance requests, but will also free up the Facilities staff to address major items in a more timely and efficient manner.

Repair requests at each school will be reviewed with these criteria at the forefront.

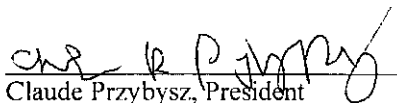
The Parties further agree that this agreement shall not set precedent in any manner and shall not be used as bargaining history by either party.



Denise Parsons, Director of HR  
Berlin Board of Education & Town of Berlin



Jeff Cugno, Director of Business Operations  
Berlin Board of Education

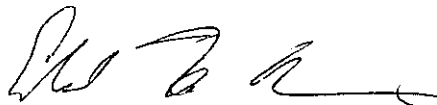


Claude Przybysz, President  
CALU #1  
CILU #52



William DeBlasio, President Date  
Connecticut Independent Labor CILU/CIPU,

11/30/18  
Date



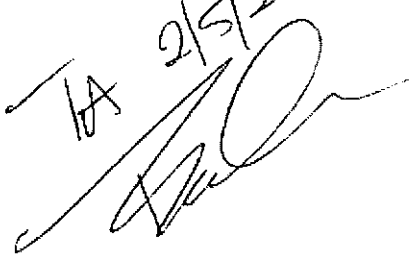
Head Custodian President



APPENDIX D

Blue Collar Contract Negotiations

Town Wage Proposal 2.5.25

10A 2/5/25  


- July 1, 2024 (retro) 2.75% wage increase
- July 1, 2025 - 3.50% wage increase
  - Remove Entry Step and Step 2
  - Remove 2-year intervals for Steps 6 – 10
  - Town/Union agrees to hire outside vendor to conduct salary survey
  - Town/Union will agree to Towns/parameters to be included in the salary survey
  - Town/Union are each responsible for 50% of salary survey cost
  - Town/Union agree salary survey must be completed no later than 12/31/2025
- July 1, 2026 – 3.25% wage increase
  - Any salary adjustments owed based on the results of the salary survey will be paid by the Town effective July 1, 2026
- Town agrees to add a Grade VII in the subsequent contract to include trade workers. Union/Town will collectively work together to create this grade and select the appropriate positions.

Michael Mendez


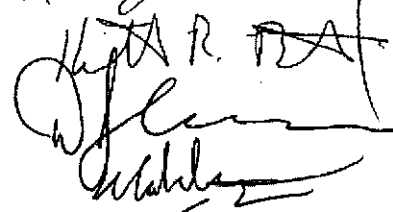
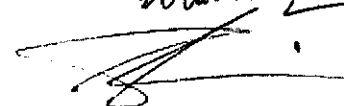
Steve Bromick

Keith Boston

Daniel Caron

MAT STURGEON

Shane McLaughlin

APPENDIX E  
AGREEMENT TO “MEET AND CONFER” ITEMS

Union Proposal #31 – Carpenter performing locksmith work (proper compensation)

Union Proposal #33 – Review state practice with hazard pay when mowing/working on state roads

Union Proposal #35 – Golf Course Maintainer (Classification)

Union Proposal #36 – Language regarding bargaining unit works being done by bargaining union members only

Agenda Item No. 6  
Request for Town Council Action

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 31, 2025

**SUBJECT:** Purchase one Ford Police Interceptor Utility (PIU) utilizing Connecticut Department of Administrative Services Contract #CT22PSX0133 for patrol work within the Police Department.

**Summary of Agenda Item:**

Within the FY25 town budget the Police Department received funding for several new vehicles. The department has purchased one pickup truck to replace the aging Dare Truck, and is now requesting to purchase one PIU for normal patrol work.

Jim Simons, Fleet Manager, has located a unit that meets our town's specifications with the exception of door key codes at "McGovern Municipal" in Middletown CT for a price of \$45,836. The door and ignition locks will be upgraded to Town key codes in-house.

The cost of the new PUI is \$45,836 with a 5% contingency of \$2,292 bring cost of the vehicle to \$48,128.

**Funding:**

Police Vehicles account # 500.15.1532.0.54000.00004

**Action Needed:**

Move to approve the Purchase of one Ford Police Interceptor Utility utilizing Connecticut Department of Administrative Services Contract #CT22PSX0133 for patrol work within the Police Department, for an amount not to exceed \$48,128.

**Attachments:**

Certification of Sufficiency of Funds

**Prepared By:**

James Simons, Fleet Manager

*MSA*



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 1-Apr-25

Purchase Item or Contract: <b>Police</b>		Requested by: <b>J. Simons</b>	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1	Police Interceptor Utility	\$48,128.00	\$48,128.00
TOTAL			\$48,128.00

Account No. 500.15.1532.0.54000.00004

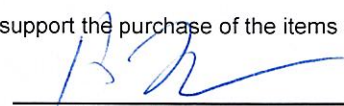
Budgeted Amount.....	\$195,528.18	Available balance.....	\$97,617.18
Encumbrances to Date.....	\$6,051.42	Amount Needed for This Package.....	\$48,128.00
Expenditures to Date.....	\$91,859.58	Available Balance After Purchase.....	\$49,489.18

Is a budget change needed? ☐ Yes ☒ No

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

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

or:

  
Finance Director or Town Accountant

☐ 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:** March 31, 2025

**SUBJECT:** Waive the Town's purchasing policy to purchase two 2025 Dodge Chrysler Voyager vans from Roberts Dodge of Meriden, CT to be used by the Berlin Board of Education for student transportation.

**Summary of Agenda Item:**

The Berlin Board of Education (BOE) received funding from surplus funds for the purchase of student transportation vans. Kim Pethigal, Transportation Coordinator for the BOE and Jim Simons (Fleet Manager) worked together to purchase vans from various vendors. The vans that Staff are requesting will be purchased from Roberts Dodge of Meriden CT. Roberts Dodge currently has a contract with the Connecticut Department of Administrative Services #24PSX0110, but purchasing these vans outside of that contract would save the town a considerable amount of money due to incentives from the manufacturer; see itemized list below:

<u>Description</u>	<u>DAS Price</u>	<u>Discounts</u>	<u>TOB Cost</u>
2025 Chrysler Voyager LX	\$41,690	\$2,192	\$39,498
X2	\$83,380	\$4,384	\$78,996
Additional savings not using the DAS			\$4,384

**Funding:**

Account# 001.35.3561.0.54000.0001

**Action Needed:**

Move to waive the Town's purchasing policy to purchase two 2025 Chrysler Voyager LX vans for an amount not to exceed \$78,996 from Roberts Dodge of Meriden CT to be used by the Berlin Board of Education for student transportation, as this is in the best interest of the Town.

**Attachments:**

Certification of Sufficiency of Funds

**Prepared By:**

Kim Pethigal, Transportation Coordinator, BOE  
James Simons, Fleet Manager

*MSA*





# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 1-Apr-25

Purchase Item or Contract: <b>Schools</b>		Requested by: <b>J. Simons/K. Pethigal</b>	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
<b>2</b>	<b>New Schools Vans</b>	<b>\$39,498.00</b>	<b>\$78,996.00</b>
TOTAL			<b>\$78,996.00</b>

Account No. 001.35.3561.0.54000.0001

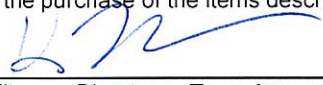
Budgeted Amount.....	<b>\$150,000.00</b>	Available balance.....	<b>\$102,421.00</b>
Encumbrances to Date.....	<b>\$0.00</b>	Amount Needed for This Package.....	<b>\$78,996.00</b>
Expenditures to Date.....	<b>\$47,579.00</b>	Available Balance After Purchase.....	<b>\$23,425.00</b>

Is a budget change needed? ☐ Yes ☒ No

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

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

or:

  
Finance Director or Town Accountant

☐ 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. 8  
Request for Town Council Action

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** April 1, 2025

**SUBJECT:** Purchase auto parts and supplies from Columbia Ford of Columbia CT utilizing CT DAS contract #23PSX0211.

**Summary of Agenda Item:**

Over the course of the fiscal year 2024/2025, the Fleet Garage anticipated spending approximately \$30,000 on auto parts from Columbia Ford. As of 3/6/2025, we have spent \$24,546 leaving us with a balance of \$5,454 to use by 6/30/2025. Based on an average monthly spending of \$2,981, we will run out of funds in April 2025. Staff recommend increasing the current purchase order for Columbia Ford by \$10,000. If this increase is approved, the Town of Berlin will file the necessary paperwork with the vendor to utilize the government pricing for parts.

**Funding:**

Funding for this expenditure is within the Municipal Garage FY25 budget, "Parts" Account # 001.20.2035.0.53233.00000, with \$41,538 available.

**Action Needed:**

Move to approve the purchase of auto parts and supplies from Columbia Ford of Columbia CT utilizing CT DAS contract #23PSX0211 for an amount not to exceed \$40,000.

**Attachments:**

Sufficiency of Funds

**Prepared By:**

James Simons, Fleet Manager

*MSA*



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 1-Apr-25

Purchase Item or Contract: <b>Garage</b>		Requested by: <b>J. Simons</b>	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1	Increase PO #251228 (Columbia Ford) by \$10,000	\$10,000.00	\$10,000.00
TOTAL			\$10,000.00

Account No. 001.20.2035.0.53233.00000

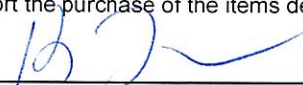
Budgeted Amount.....	\$170,000.00	Available balance.....	\$25,784.63
Encumbrances to Date.....	\$26,134.43	Amount Needed for This Package.....	\$10,000.00
Expenditures to Date.....	\$118,080.94	Available Balance After Purchase.....	\$15,784.63

Is a budget change needed? ☐ Yes ☒ No

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

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

or:

  
Finance Director or Town Accountant

☐ 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. 9  
Request for Town Council Action

**TO:** The Honorable Mayor and Town Council  
**FROM:** Ryan Curley, Town Manager *RC*  
**DATE:** March 31, 2025  
**SUBJECT:** Extension of Tree Removal Services - Contract # 2021-17

**SUMMARY:**

The Town Council awarded a publicly bid contract in March 2021 for Tree Removal Services from licensed Arborists within the State of Connecticut to Distinctive Gardens & Tree Care of South Windsor, CT (Distinctive). The bid requested both standard and emergency hourly rates to provide tree removal crews with various pieces of equipment, to work under the direction of Town Staff. The original unit rates are attached for reference. The RFP provided for two, two-year extensions upon mutual agreement between the parties. This contract was extended in May 2023 for two years, with a three percent annual increase in rates and an end date of April 30, 2025. Distinctive approached Staff with another two-year extension request with 5 percent annual increases. After further review and discussion with Staff, Distinctive agreed to a two-year extension with a 3.5 % increase per year in the contract's current unit rates. Although the current Consumer Price Index (CPI) projections for the next two years are just below three percent, construction costs are projected to increase between 5% and 7%. In addition, the CT Department of Transportation is currently using 5% for annual escalation on their construction cost estimates. On that basis, the 3.5% annual increases appear reasonable. Town field staff report that Distinctive has provided very good service and production during this contract. See below for how our typical crew rate would increase over the life of the extension:

<u>Description</u>	Current (\$/Hour)	<u>Extension</u>	
		Year 1 (\$/Hour)	Year 2 (\$/Hour)
3-man crew, w/75' Bucket Truck, Chipper, Chip Box/Dump, Mini-Excavator w/grapple, & all related equipment (chainsaws, rope, matting, etc.) *	306.60	317.33	328.44

*\*This is Berlin's Standard Municipal Package, and is typically what our field Staff request for scheduled and emergency removals.*

Staff recommend extending this contract through April 30, 2027 with 3.5 percent annual increases in unit rates. The actual contract value is uncertain at this time due to the fact that it may be utilized by various departments, including the Board of Education and Timberlin Golf Course, through the established unit prices.

**FUNDING:**

Funding will come from established line-item accounts within the relevant fiscal year department budgets.

**ACTION NEEDED:**

Move to extend Contract #2021-17 for tree removal services with Distinctive Gardens & Tree Care of South Windsor CT for two additional years with a 3.5 percent increase per year beginning on May 1, 2025 and ending on April 30, 2027. Funding will come from established line-item accounts within the relevant fiscal year departmental budgets.

**ATTACHMENTS:**

Distinctive's Original Unit Rates for Contract 2021-17

**PREPARED BY:**

Michael S. Ahern, P.E., Director of Public Works

*MCA*



**TOWN OF BERLIN**  
**BID FOR TREE REMOVAL SERVICES**

**BID # 2021-17**

To be received at the office of the Town Engineer - Room 120, 240 Kensington Road,  
Berlin, CT no later than 2:00 P.M., Thursday, March 25, 2021 in a sealed envelope  
marked "BID #2021-17 Tree Removal Services".

**TREE REMOVAL AND PRUNING SERVICES:**

Standard Municipal Package - Three (3)-Person Crew w/ Bucket Truck (75' aerial lift min), Chipper (18" processing min.), Chip Box Dump, Mini-Excavator w/Grapple and all related equipment:	\$ 289.00 /per hour
Two (2)-Person Crew w/Chipper, Chip Box Dump and all related tools and equipment:	\$ 125.00 /per hour
Two (2)-Person Crew w/Bucket Truck only.	\$ 110.00 /per hour
One (1) Additional Crew Person/Operator to assist Two (2)-Person Crew	\$ 35.00 /per hour
Emergency Callout after hours (Standard Municipal Package):	\$ 300.00 /per hour
Emergency Callout after hours (2-Person Crew, Bucket Truck, Chipper & Truck):	\$ 250.00 /per hour
Emergency Callout after hours (2-Person Crew, Chipper & Box Truck only):	\$ 150.00 /per hour
Emergency Callout after hours (Additional Crew Person/Operator):	\$ 50.00 /per hour
Mini Excavator with Grapple	\$ 75.00 /per hour
Crane (35 ton / 100' boom min.) with Operator	\$ 156.00 /per hour
Two (2)-Person Climber Crew w/Equipment	\$ 150.00 /per hour
Skid Steer with Grapple	\$ 75.00 /per hour
Spider Type Track Lift with Operator	\$ 125.00 /per hour
Stump Grinder (37 Hp min.) with Operator	\$ 150.00 /per hour

Add any Additional Equipment and Rate (attach additional sheets if needed);

Sennebogen 718 Material Handler with  
Grapple Saw

\$ 400.00 /per hour

Allbach Whole Tree Chipper w/ 43"  
chipping capabilities

\$ 475.00 /per hour

Spider lift w/ 3 man crew, chip truck, 18"  
Chipper & Mini Excavator

\$ 325.00 /per hour

Mini Skid with Operator

\$ 150.00 /per hour

100+HP Stump Grinder with  
Operator

\$ 175.00 /per hour


50 Yd Storm Body Log Truck, w/ 10,000  
lb lifting capacity

\$ 175.00 /per hour

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

3/23/21

Date

  
Signature

Joseph Butler, General Foreman

Printed Name & Title

Distinctive Tree Care, LLC

Company Name

48 Patria Rd South Windsor, CT

Address

860-528-8733

Telephone

joe@distinctivetreecare.com

E-mail address

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 26, 2025

**SUBJECT:** Authorization for the Town Manager to Submit a 2025 Connectivity Program Sidewalks Grant Application

**Summary of Agenda Item:**

The Connecticut Department of Transportation has invited applications for the 2025 Connecticut Community Connectivity Grant Program (CCCP). Applications are due May 21 and the maximum CCCP grant is \$800,000. In anticipation of submitting a 2025 Connectivity Program Grant application, the Town hired WMC Engineering for engineering services to design and prepare cost estimates for sidewalk projects on Kensington Road (Carriage Drive to Norton Road) and Four Rod Road (Norton Road to Wildemere Drive). Subsequently, the Town Council decided to change WMC's design scope by deleting the Four Rod Road sidewalks and adding sidewalk sections on Main Street, East Berlin from Berlin Street to Grove Street (near Hubbard School) and on Alling Street and Heather Lane (near Griswold School). Based on cost estimates prepared by WMC, the projected costs for the three sidewalk segments are greater than the maximum grant amount. The Town Council discussed this matter at its March 18 meeting and directed staff to prioritize the sidewalk segments, East Berlin from Berlin Street to Grove Street (near Hubbard School) and the Alling Street and Heather Lane (near Griswold School). The projected costs of these segments are \$810,000 so this amount is \$10,000 more than the grant maximum. A project budget contingency of 15% (\$121,500) also is recommended, so an additional \$131,500 Town contribution will be required. Additional local match for the project is in the form of retaining a consultant for project design and construction management services. WMC has already been contracted by the Town to provide these services.

The actions required are to authorize the Town Manager to apply to the Connecticut Department of Transportation for a 2025 Connecticut Community Connectivity grant of \$800,000 and to authorize the use of \$131,500 from the GRI Account, #140.20.2037.0.54000.00509 for a project match.

**Funding:**

\$131,500 in additional funding is needed and it is proposed to come from the GRI account.

**Actions Needed:**

Move to authorize the Town Manager to apply to the Connecticut Department of Transportation for a 2025 Connecticut Community Connectivity grant of \$800,000 and to use \$131,500 from the GRI account for a project match.

**Attachments:**

1. Cost estimates.
2. Map of sidewalk segments.
3. Sufficiency of funds.

**Prepared By:**

Chris Edge, Economic Development Director  
Mike Ahern, Director of Public Works

CE

Town of Berlin				State Project No.: N/A		
Grant Assistance Sidewalk Connectivity Projects				Prepared By: DTJ		
Town No. 2024-XX				Date: 03/10/25		
WMC Reference No.: 24034				Rev. Date:		
MAIN STREET - PD Cost Opinion						
ITEM NO.	ROADWAY ITEMS	UNIT	QUANT.	UNIT PRICE	TOTAL COST	
0202000	A Earth Excavation	C.Y.	100	\$ 35.00	\$ 3,500.00	
0202574	A Reset Monument	Ea.	1	\$ 900.00	\$ 900.00	
0219001	Sedimentation Control System	L.F.	215	\$ 7.00	\$ 1,505.00	
0219011	Sedimentation Control System at Catch Basin	Ea.	7	\$ 150.00	\$ 1,050.00	
0601447	A Embankment Wall (Site No. 1)	L.S.	1	\$ 110.00	\$ 14,600.00	
0815001	A Bituminous Concrete Lip Curbing	L.F.	45	\$ 25.00	\$ 1,125.00	
0921001	A 5" Concrete Sidewalk	S.F.	3,055	\$ 16.00	\$ 48,880.00	
0921002	A 5" Concrete Sidewalk w/ Integral Curb	S.F.	1,735	\$ 25.00	\$ 43,375.00	
0921003	A 8" Concrete Sidewalk	S.F.	1,495	\$ 20.00	\$ 29,900.00	
0921005	A Concrete Sidewalk Ramp	S.F.	110	\$ 30.00	\$ 3,300.00	
0922501	A Bituminous Concrete Driveway (Residential)	S.Y.	200	\$ 60.00	\$ 12,000.00	
0944000	Furnishing and Placing Topsoil	S.Y.	900	\$ 12.00	\$ 10,800.00	
0950005	Turf Establishment	S.Y.	900	\$ 3.00	\$ 2,700.00	
0970006	Traffic Person (Municipal Police Officer)	Hr.	1	\$ 3,400.00	\$ 3,400.00	
0970007	Traffic Person (Uniformed Flagger)	Hr.	240	\$ 65.00	\$ 15,600.00	
1206023	A Removal and Relocation of Existing Signing	L.S.	1	\$ 1,200.00	\$ 1,200.00	
1208932	Sign Face Sheet Aluminum (Type IV Retroreflective)	S.F.	50	\$ 65.00	\$ 3,250.00	
1210105	Epoxy Resin Pavement Markings, Symbols and Legends	S.F.	120	\$ 7.00	\$ 840.00	
1210106	12" White Epoxy Resin Pavement Markings	L.F.	20	\$ 6.00	\$ 120.00	
1302061	Adjust Gate Box (Water)	Ea.	4	\$ 350.00	\$ 1,400.00	
1302062	Adjust Gate Box (Gas)	Ea.	5	\$ 350.00	\$ 1,750.00	
1403501	A Reset Manhole (Sanitary Sewer)	Ea.	1	\$ 1,350.00	\$ 1,350.00	
SUBTOTAL					\$ 202,545.00	
MINOR ITEMS ALLOWANCE @ 10%					\$ 20,254.50	
SUBTOTAL					\$ 222,799.50	
ITEM NO.	LUMP SUM ITEMS	PERCENTAGE	UNIT	QUANT.	UNIT PRICE	TOTAL COST
0201001	A Clearing and Grubbing	4.50%	L.S.	1	\$ 10,500.00	\$ 10,500.00
0971001	A Maintenance and Protection of Traffic	4.50%	L.S.	1	\$ 10,500.00	\$ 10,500.00
0975004	Mobilization and Project Closeout	8.00%	L.S.	1	\$ 18,000.00	\$ 18,000.00
0980001	Construction Staking	1.50%	L.S.	1	\$ 3,500.00	\$ 3,500.00
SUBTOTAL					\$ 42,500.00	
CONSTRUCTION ITEMS SUBTOTAL					\$ 222,799.50	
LUMP SUM ITEMS SUBTOTAL					\$ 42,500.00	
SUBTOTAL					\$ 265,299.50	
CONTINGENCY @ 10%					\$ 26,529.95	
INCIDENTALS @ 10%					\$ 26,529.95	
2025 TOTAL					\$ 318,359.40	
PROJECT TO 2026 (5% INFLATION / YR)					\$ 334,277.37	
SAY TOTAL					\$ 335,000.00	

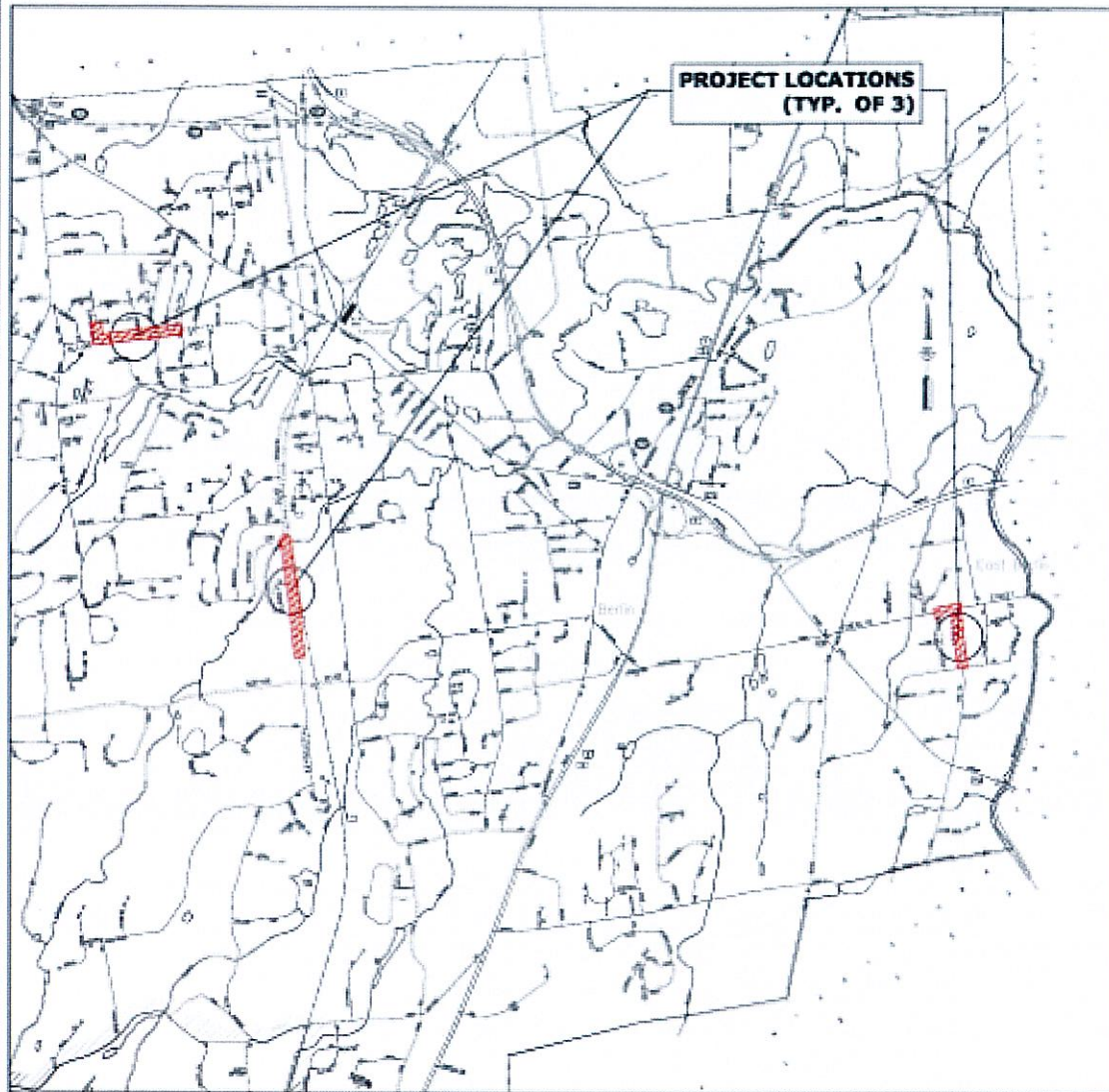


Town of Berlin  
Grant Assistance Sidewalk Connectivity Projects  
Town No. 2024-XX  
WMC Reference No.: 23042

State Project No.: N/A  
Prepared By: DTJ  
Date: 03/10/25  
Rev. Date:

**ALLING STREET - PD Cost Opinion**

ITEM NO.	ROADWAY ITEMS	UNIT	QUANT.	UNIT PRICE	TOTAL COST	
0202000	A Earth Excavation	C.Y.	160	\$ 35.00	\$ 5,600.00	
0219001	Sedimentation Control System	L.F.	485	\$ 7.00	\$ 3,395.00	
0219011	Sedimentation Control System at Catch Basin	Ea.	10	\$ 150.00	\$ 1,500.00	
0815001	A Bituminous Concrete Lip Curbing	L.F.	45	\$ 25.00	\$ 1,125.00	
0921001	A 5" Concrete Sidewalk	S.F.	5,630	\$ 16.00	\$ 90,080.00	
0921002	A 5" Concrete Sidewalk w/ Integral Curb	S.F.	2,330	\$ 25.00	\$ 58,250.00	
0921003	A 8" Concrete Sidewalk	S.F.	910	\$ 20.00	\$ 18,200.00	
0921005	A Concrete Sidewalk Ramp	S.F.	820	\$ 30.00	\$ 24,600.00	
0922501	A Bituminous Concrete Driveway (Residential)	S.Y.	220	\$ 60.00	\$ 13,200.00	
0944000	Furnishing and Placing Topsoil	S.Y.	1,500	\$ 12.00	\$ 18,000.00	
0950005	Turf Establishment	S.Y.	1,300	\$ 3.00	\$ 3,900.00	
0970006	Traffic Person (Municipal Police Officer)	Ea.	1	\$ 10,200.00	\$ 10,200.00	
0970007	Traffic Person (Uniformed Flagger)	Hr.	400	\$ 65.00	\$ 26,000.00	
1206023	A Removal and Relocation of Existing Signage	L.S.	1	\$ 1,200.00	\$ 1,200.00	
1208932	Sign Face Sheet Aluminum (Type IV Retroreflective)	S.F.	50	\$ 65.00	\$ 3,250.00	
1210106	12" White Epoxy Resin Pavement Markings	L.F.	70	\$ 6.00	\$ 420.00	
1210105	Epoxy Resin Pavement Markings, Symbols and Legends	S.F.	480	\$ 7.00	\$ 3,360.00	
1211001	Removal of Pavement Markings	S.F.	30	\$ 4.00	\$ 120.00	
1302061	Adjust Gate Box (Water)	Ea.	3	\$ 350.00	\$ 1,050.00	
1302062	Adjust Gate Box (Gas)	Ea.	3	\$ 350.00	\$ 1,050.00	
1403501	Reset Manhole (Sanitary Sewer)	Ea.	1	\$ 1,350.00	\$ 1,350.00	
				<b>SUBTOTAL</b>	<b>\$ 285,850.00</b>	
				<b>MINOR ITEMS ALLOWANCE @ 10%</b>	<b>\$ 28,585.00</b>	
				<b>SUBTOTAL</b>	<b>\$ 314,435.00</b>	
ITEM NO.	LUMP SUM ITEMS	PERCENTAGE	UNIT	QUANT.	UNIT PRICE	TOTAL COST
0201001	A Clearing and Grubbing	4.50%	L.S.	1	\$ 14,500.00	\$ 14,500.00
0971001	A Maintenance and Protection of Traffic	4.50%	L.S.	1	\$ 14,500.00	\$ 14,500.00
0975004	Mobilization and Project Closeout	8.00%	L.S.	1	\$ 25,500.00	\$ 25,500.00
0980001	Construction Staking	1.50%	L.S.	1	\$ 5,000.00	\$ 5,000.00
				<b>SUBTOTAL</b>	<b>\$ 59,500.00</b>	
				<b>CONSTRUCTION ITEMS SUBTOTAL</b>	<b>\$ 314,435.00</b>	
				<b>LUMP SUM ITEMS SUBTOTAL</b>	<b>\$ 59,500.00</b>	
				<b>SUBTOTAL</b>	<b>\$ 373,935.00</b>	
				<b>CONTINGENCY @ 10%</b>	<b>\$ 37,393.50</b>	
				<b>INCIDENTALS @ 10%</b>	<b>\$ 37,393.50</b>	
				<b>2025 TOTAL</b>	<b>\$ 448,722.00</b>	
				<b>PROJECT TO 2026 (5% INFLATION / YR)</b>	<b>\$ 471,158.10</b>	
				<b>SAY TOTAL</b>	<b>\$ 475,000.00</b>	



E

**LOCATION MAP**  
SCALE: 1" = 2,000'



# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 26-Mar-25

Purchase Item or Contract: <b>Economic Development</b>		Requested by: <b>J. Mahoney</b>	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1	Local Match for FY25 Community Connectivity Grant	\$131,500	\$131,500

Account No. 140.20.2037.0.54000.00509

**TOTAL \$131,500**

Budgeted Amount..... **\$2,928,888**

Available balance..... **\$1,714,851**

Encumbrances to Date..... **\$121,575**

Amount Needed for This Package..... **\$131,500**

Expenditures to Date..... **\$1,092,463**

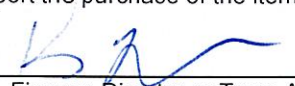
Available Balance After Purchase..... **\$1,583,351**

Is a budget change needed? ☐ Yes ☒ No

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

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

or:

  
Finance Director or Town Accountant

☐ 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: March 31, 2025**

**SUBJECT: Discussion about the Scope of the Carbon Reduction Grant Sidewalks Grant**

**Summary of Agenda Item:**

The Town received notification of an award for a federally funded grant for Safe Routes to Schools sidewalks. The grant was originally submitted under the Transportation Alternatives Program, but it has been funded under the Carbon Reduction Program. The original grant application was based on a \$4,000,000 project cost that would have included a 20% local match (\$800,000). The Connecticut Department of Transportation (CTDOT) has re-estimated the project cost at \$6,000,000 that would include a 20% local match (\$1,200,000). Based on discussion at its March 18 meeting, the Town Council indicated an interest in exploring options to potentially scale back the project to a lower total cost. At this stage, the cost estimate for these options is based on proportional reductions in the total lineal feet of sidewalk to be constructed. The first step in the design process will produce 30% design plans. After these preliminary design plans are done, there will be a public engagement process. If there is public opposition to certain sidewalk segments, and the Town Council decides to delete these segments from the project scope, that can be done at this stage without penalty.

Town and Board of Education staff reviewed options to scale back the project and present three reduced scope alternatives with lower budgets of \$2, 3, and 4 million for the Town Council's consideration (with optional added segments added for each option to respond if any segments that are deleted based on public comment). After the Town Council provides guidance on the sidewalk segments to be included in the project scope, staff will contact CTDOT and its consultants and ask them to reevaluate the costs for the selected segments to confirm that the lineal foot estimates are correct. After receiving confirmation of the cost estimates, staff will return to the Town Council to request that it take action to accept the grant and appropriate the local match for the selected project scope. When the Town decides to accept the grant, it will need to enter a Project Authorization Letter for design and commit to the local match for the design phase. The estimated cost of design for the full scope is estimated at \$850,000 so the local share would be \$170,000. If the Town decides to reduce the project scope, its design phase match would be less.

**Funding:**

A 20% local match will be required.

**Actions Needed:**

None.

**Attachments:**

1. Sidewalk segment alternatives.
2. Map of sidewalk segments.

**Prepared By:**

Chris Edge, Economic Development Director



Berlin Safe Routes to School Project						
Street	Location	Side	Length in LF	Cost	~\$4 million proposal	~\$3 million proposal
Worthington Ridge	Peter Parley Row to Middletown Road	W	880	\$ 303,600	\$ 303,600	\$ 303,600
Worthington Ridge	684 Worthington to Mill Street	W	290	\$ 100,050	\$ 100,050	\$ 100,050
Peter Parley Row	#11 -67	N	730	\$ 251,850	\$ 251,850	\$ 251,850
Lower Lane	Norton to Meadow	E	4,125	\$1,423,125	\$1,423,125	\$1,423,125
Meadow Lane	875 Lower Ln to 53 Meadow Lower Ln	N	1310/261	\$ 451,950	\$ 451,950	\$ 451,950
Main Street, E Berlin	Chestnut to Grove	W	1,040	\$ 358,800	\$ 358,800	Removed
Toll Gate Road	Meadow Ln to Olisky Blvd	W	430	\$ 148,350	\$ 148,350	Removed
Four Rod Road	Wildemere to Norton	E	1,265	\$ 436,425	\$ 436,425	Removed
Four Rod Road	Wildemere to 975 Four Rod	E	1,880	\$ 648,600	\$ 648,600	Removed
Kensington Road	Carriage Drive to Norton	W	2,570	\$ 886,650	Removed	Removed
Kensington Road	North of Arbor Common	W	600	\$ 207,000	Removed	Removed
Farmington Ave,	Seymour to Patterson Way	NE	560	\$ 193,200	Removed	Removed
Magnolia La, E Berlin	North side	N	550	\$ 189,750	Removed	Removed
Wilcox Avenue, E Berlin	West Side	W	1,160	\$ 400,200	Removed	Removed
	* Cost per LF = \$345	Total:	17,390	\$5,999,550	\$4,122,750	\$2,168,625

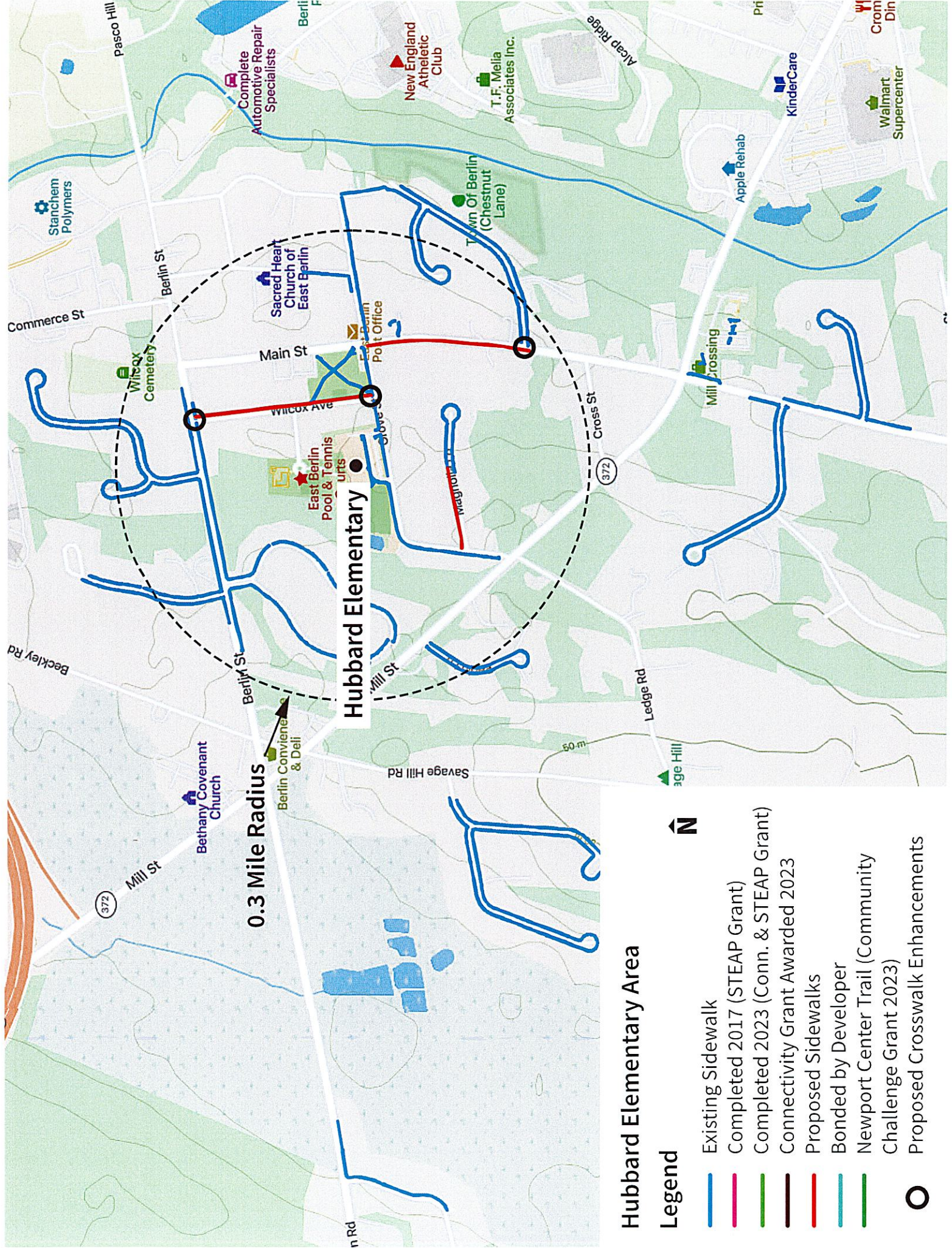


Berlin Safe Routes to School Project							~2 million proposal
Street	Location	Side	Length in LF	Cost per LF	Cost		
Worthington Ridge	Peter Parley Row to Middletown Road	W	880	\$345	\$303,600		
Worthington Ridge	684 Worthington to Mill Street	W	290	\$345	\$100,050		
Peter Parley Row	#11 -67	N	730	\$345	\$251,850		
Lower Lane	Norton to Meadow	E	4,125	\$345	\$1,423,125		
Meadow Lane	Reduced length, western portion	N	261	\$345	\$90,000		
	<b>Total</b>		6,286	\$345	<b>\$2,168,625.15</b>		
				<b>Local Match</b>	<b>\$ 433,725.03</b>		

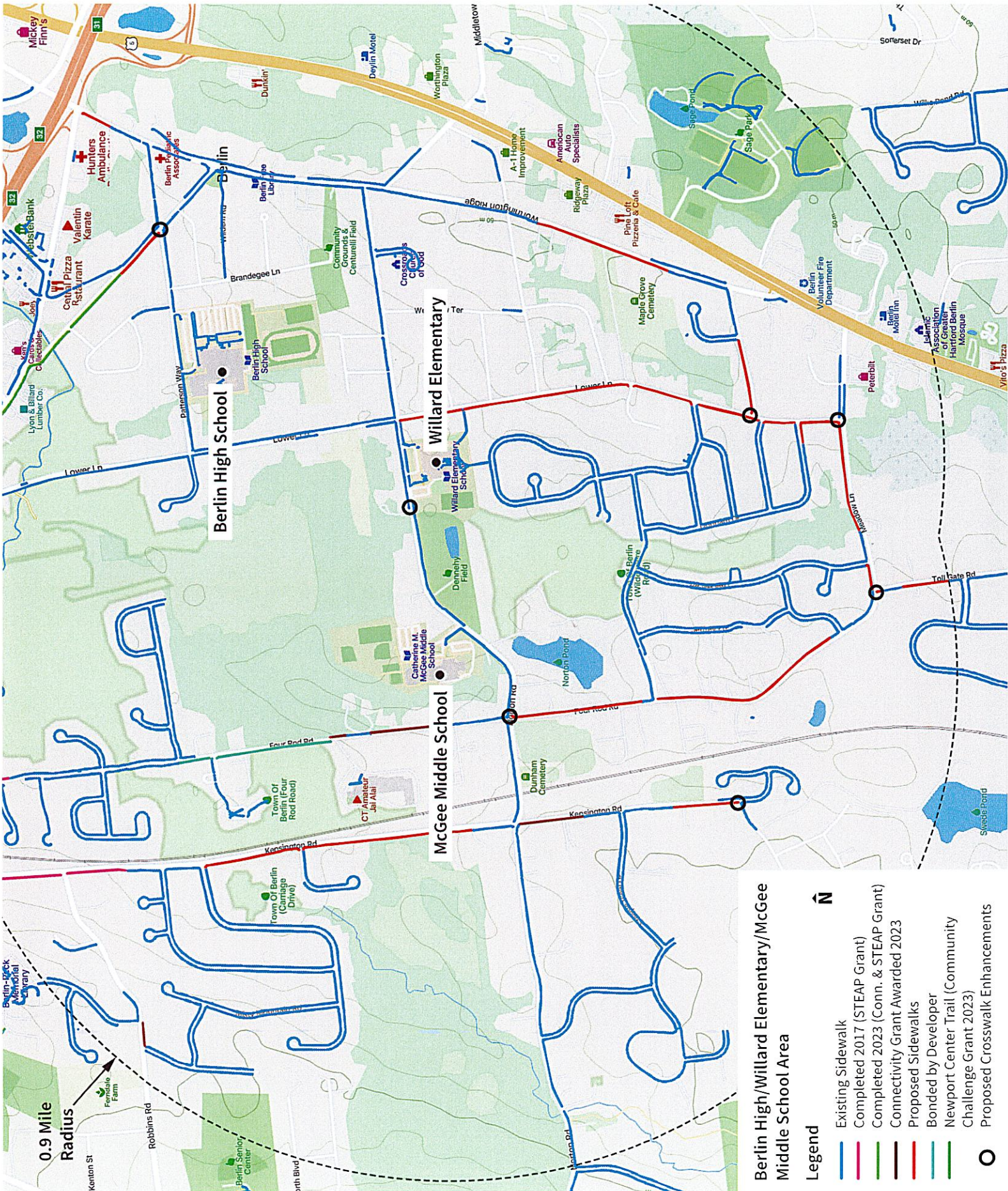
Berlin Safe Routes to School Project						~3 million proposal
Street	Location	Side	Length in LF	Cost per LF	Cost	
Worthington Ridge	Peter Parley Row to Middletown Road	W	880	\$345	\$303,600	
Worthington Ridge	684 Worthington to Mill Street	W	290	\$345	\$100,050	
Peter Parley Row	#11 -67	N	730	\$345	\$251,850	
Lower Lane	Norton to Meadow	E	4,125	\$345	\$1,423,125	
Meadow Lane	875 Lower Lane to 53 Meadow Lower Lane	N	1,310	\$345	\$451,950	
Toll Gate Road	Meadow Ln to Olisky Blvd	W	430	\$345	\$148,350	
Main Street, E Berlin	Chestnut to Grove	W	1,040	\$345	\$358,800	
	<b>Total</b>		8,805	\$345	<b>\$3,037,725.00</b>	
				<b>Local Match</b>	<b>\$ 607,545.00</b>	

Berlin Safe Routes to School Project							~4 million proposal
Street	Location	Side	Length in LF	Cost per LF	Cost		
Worthington Ridge	Peter Parley Row to Middletown Road	W	880	\$345	\$303,600		
Worthington Ridge	684 Worthington to Mill Street	W	290	\$345	\$100,050		
Peter Parley Row	#11 -67	N	730	\$345	\$251,850		
Lower Lane	Norton to Meadow	E	4,125	\$345	\$1,423,125		
Meadow Lane	875 Lower Lane to 53 Meadow Lower Lane	N	1,310	\$345	\$451,950		
Toll Gate Road	Meadow Ln to Olisky Blvd	W	430	\$345	\$148,350		
Four Rod Road	Wildemere to Norton	E	1,265	\$345	\$436,425		
Four Rod Road	Wildemere to 975 Four Rod	E	1,880	\$345	\$648,600		
Main Street, E Berlin	Chestnut to Grove	W	1,040	\$345	\$358,800		
	<b>Total</b>		11,950	\$345	<b>\$4,122,750.00</b>		
						<b>Local Match</b>	<b>\$ 824,550.00</b>









### Berlin High/Willard Elementary/McGee Middle School Area

#### Legend

- Existing Sidewalk
- Completed 2017 (STEAP Grant)
- Completed 2023 (Conn. & STEAP Grant)
- Connectivity Grant Awarded 2023
- Proposed Sidewalks
- Bonded by Developer
- Newport Center Trail (Community Challenge Grant 2023)
- Proposed Crosswalk Enhancements



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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** April 3, 2025

**SUBJECT:** Discussion about Amendment Nine to the Purchase Agreement with Newport Realty Group and Approval of a Change Order with B&W Paving concerning 55 Steele Boulevard

**Summary of Agenda Item:**

The Town acquired 889 Farmington Avenue (55 Steele Boulevard) by foreclosure on September 8, 2009. The Town and Newport Realty Group LLC entered a Purchase Agreement in 2019 and eight subsequent amendments. The Purchase Agreement encompassed 55 Steele Boulevard (formerly known as 889 Farmington Avenue), and 9, 29 and 10 Steele Boulevard (formerly 903 and 913 Farmington Avenue and re-subdivided with the creation of Steele Boulevard). 55 Steele Boulevard is a brownfields site that is now the last phase of the larger Steele Center Transit Oriented Development (TOD) redevelopment project that is being undertaken by Newport Realty Group LLC. All other properties encompassed in the original purchase agreement have been sold to Newport and 55 Steele Boulevard is to be sold to Newport for \$1. The Steele Center project is comprised of 1 commercial building, 1 residential building and 2 mixed-use buildings totaling approximately 86,000 square feet including 18,600 square feet of commercial space and 71 residential units (with 10 affordable units), plus the renovation of a 2,800 square foot building at 861 Farmington Avenue. Newport has already completed a significant portion of the Steele Center project, including the construction of mixed-use buildings at 9/29 and 10 Steele Boulevard with about 19,500 square feet of commercial space and 20 apartments. Newport also completed and tenanted a project involving the renovation of 861 Farmington Avenue with a first-floor commercial space and a second-floor apartment. Newport installed a sub-slab ventilation system at 861 Farmington Avenue as part of the Town's Remedial Action Plan (RAP) for 55 Steele Boulevard to address migration of the groundwater plume. 55 Steele Boulevard will be developed as 52 mixed income apartments, 30% affordable. Newport has requested that the closing for the sale of 55 Steele Boulevard be done in April, therefore staff are providing a project update to the Town Council regarding its intent to have an item on the April 22, 2025 Town Council Meeting to authorize the Town Manager to enter the ninth amendment to the purchase agreement and to proceed with the closing on the sale of the property. At this meeting, the Town Council is asked to authorize a change order with B&W Paving to allow the sitework to proceed on the Engineered Control project at 55 Steele Boulevard assuming that a 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the Capital Non-Recurring Fund in the amount of \$150,000 is made to the Farmington Avenue Non-Grant account in the Economic Development Fund.

A Ninth Amendment to the Purchase Agreement between the Town and Newport Realty concerning 55 Steele Boulevard is not yet finalized. The Town has retained Wiggins and Dana as closing counsel for the transaction. It is expected that the Ninth Amendment will be brought to the Town Council for approval on April 22 to update and clarify conditions stated in the Purchase Agreement, as amended, and to more clearly establish post-closing responsibilities of the parties. Some of the planned provisions of amendment nine are as follows:

- Buyer will close on the purchase of the property before (rather than after) the environmental remediation is complete. The Town will have access to the site and will complete the remediation after the closing.
- Buyer will cooperate with the Town in the future if it needs access to 55 Steele Boulevard or 861 Farmington Avenue to do testing or to construct or modify remedial systems to achieve verification of environmental compliance from the Connecticut Department of Energy and Environmental Protection. If construction or modification of remedial systems is required, the Town will reasonably restore the site to its former conditions. The Town does not presently plan to construct a hydraulic control system as was stated as a remedial option in the Purchase Agreement, as amended.
- Buyer will conduct its activities during and after construction of buildings on 55 Steele Boulevard in compliance with the Town's Remedial Action Plan for the site. If Buyer needs to disturb the Engineered Control (geomembrane) that the Town is installing to isolate contaminated soils during or after construction of buildings on 55 Steele Boulevard, then Buyer will restore the Engineered Control to its former condition after such disturbance.
- The requirement for the Town to document that it has completed the Engineered Control shall be deferred until after the closing.
- The Requirement that Buyer submit an Affordable Housing Plan will be deferred until after the closing but will occur before any certificates of occupancy are granted.
- The cost sharing provisions of the Purchase Agreement as amended, had an estimated cost share amount of \$283,000 based on the original estimates for cost share elements of the project, plus contingency. The actual costs were lower than the estimate plus contingency so the cost share shall be modified such that Buyer's obligation will be limited to its fair share of the shared costs already paid, \$153,920.72 plus the obligation to construct a subsurface detention system on 30 Steele Boulevard.
- The Town will waive its funding contingency regarding having a fully executed Financial Assistance Agreement with the State of Connecticut regarding a \$360,000 forgivable loan.
- The existing Purchase Agreement has an agreement regarding "profit sharing" if 861 Farmington Avenue is sold by Newport that needs to be extended post-closing.
- Newport needs to confirm that it is satisfied that the geopiers were installed in accordance with the plans and specifications.

At a previous Town Council briefing about the 55 Steele Boulevard project, staff reported about an issue with keeping contaminated materials on-site under the geomembrane based on the structural characteristics of the fill material. The project team has come up with a plan to avoid the high cost of exporting the 1,760 cubic yards of contaminated material out of State by:

- Adding a retaining wall along the south and west edge of the rear parking lot that allowed raising the grade of most of the parking lot by 12".

- Installing new drainage structures and piping and modifying existing/planned drainage structures to accommodate the new grades.
- Placing 6” of contaminated material under the building footprint.
- Raising the elevation of some landscaped areas.

To implement this materials management plan, the contractor for the Engineered Control Project, B&W Paving, has submitted two change order proposals totaling \$124,500; one for \$78,000 to construct the retaining walls, and the other for \$46,500 to add/raise drainage structures and install additional drainage piping. An additional contingency of 20% (\$24,900) is recommended. At this time, the \$360,000 forgivable loan from the State Department of Economic and Community Development for the project has not been fully executed by the State. This Financial Assistance Agreement is still awaiting final sign off from the State Attorney General, so a 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the Farmington Avenue Non-Grant account in the Economic Development Fund in the amount of \$150,000 is requested in another item on the April 8, 2025, Town Council meeting agenda to cover these costs.

**Funding:**

A 2025 non-budgeted appropriation from the Berlin High School Construction Fund of \$150,000 is proposed to be made to the Farmington Avenue Non-Grant account in the Economic Development Fund account # 504.10.1017.0.54000.01624. This appropriation is subject to Board of Finance approval.

**Actions Needed:**

Move to authorize the Town Manager to enter change orders totaling \$149,400 that includes a 20% contingency to construct the retaining walls, and to add/raise drainage structures and install additional drainage piping as part of the Engineered Control project at 55 Steele Boulevard, subject to approval by the Board of Finance of a 2025 non-budgeted appropriation from the Berlin High School Construction Fund of \$150,000 to the Farmington Avenue Non-Grant account in the Economic Development Fund.

**Attachments:**

1. Change order proposal for construction of a retaining wall.
2. Change order proposal for adding and modifying drainage structures, and installation of additional drainage piping.
3. Revised 55 Steele Boulevard Site plan showing the retaining wall.

**Prepared By:**

Christopher Edge, Economic Development Director  
Michael Ahern, Director of Public Works



B&W Paving & Landscaping, LLC, 305 Butlertown Rd, Oakdale 06370  
Phone: 860-572-9942, Fax: 860-536-5833

*"AN AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYER"*

March 12, 2025

Mr. James Mahoney  
Economic Development Coordinator  
Town of Berlin

Re: PCO 006 – Big Block Retaining Wall

Dear Mr. Mahoney,

B&W Paving and Landscaping, LLC (B&W) is pleased to provide pricing for the installation of the Big Block Retaining Wall shown on the attached revision of sheet D3 dated 3/10/25. The 1,200 square foot wall can be installed at \$65.00 per square foot, or a total cost of \$78,000.00.

If you have any questions, please do not hesitate to ask.

Sincerely,

Ken Golden  
Project Manager  
B&W Paving & Landscaping, LLC



B&W Paving & Landscaping, LLC, 305 Butlertown Rd, Oakdale 06370  
Phone: 860-572-9942, Fax: 860-536-5833

*"AN AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYER"*

April 2, 2025

Mr. James Mahoney  
Economic Development Coordinator  
Town of Berlin

Re: PCO 006 – Drainage Modifications  
Per Sheet D3 3/10/25 Revision

Dear Mr. Mahoney,

B&W Paving and Landscaping, LLC (B&W) is pleased to provide pricing for the drainage modifications specified in the 3/10/25 revision of sheet D3 which added the big block retaining wall around the southern perimeter and raised the parking lot grades. A summary of the noted drainage modifications are as follows:

Item	Description
CB-C#504A	New Catch Basin
CB-C#504B	Excavate and Re-Set Existing CB-C#505
CB-C#504C	Excavate and Re-Set Existing CB-C#504
PR DMH 504	New Drainage Manhole
EX CB-C#505 to PR DMH Top	Convert CB-C#503 from to Drainage Manhole
CB-C#503A	New Catch Basin
CB-C#503B	New Catch Basin
PR DMH 503	New Drainage Manhole
Ex DMH#502 to PR CBC Top	Convert Drainage Manhole to Catch Basin
15" HDPE Pipe	315 LF Additional Pipe

B&W can perform this work for \$46,500.00. If you have any questions, please do not hesitate to ask.

Sincerely,

Ken Golden  
B&W Paving & Landscaping, LLC



# UTILITY STATEMENT

THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS BASED THE DESIGN ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS BASED THE DESIGN ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS BASED THE DESIGN ON THE INFORMATION PROVIDED BY THE CLIENT.

## GENERAL GRADING NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE OF CONNECTICUT REQUIREMENTS FOR TRANSPORTATION OF GRADE.
2. THE EXISTING GRADE SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE.
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## DRAINAGE

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## STORMWATER OPERATIONS & MAINTENANCE

1. THE EXISTING STORMWATER SYSTEM SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE.
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## SANITARY

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## WATER

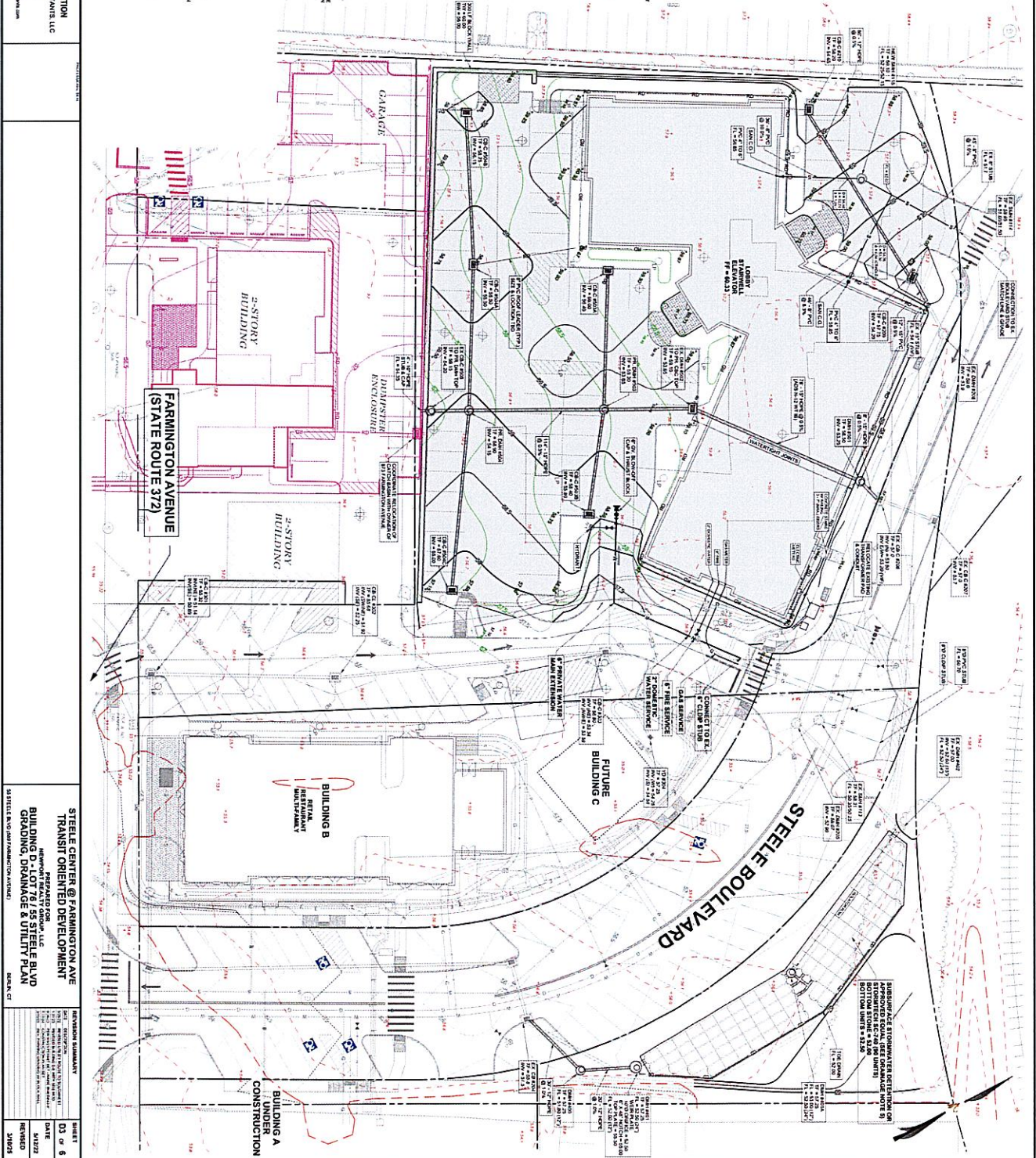
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## ELECTRIC & TELECOMMUNICATIONS

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## GAS

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10. THE EXISTING GRADE SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE.



SCALE: 1" = 30'

PROJECT NUMBER: 00033-003

YRC

CONTACT INFORMATION: YRC ENGINEERING, LLC, 1000 ROUTE 1, SUITE 100, FARMINGTON, CT 06030, (860) 676-1234, www.yrc-engineering.com

STEEL CENTER @ FARMINGTON AVE

TRANSIT ORIENTED DEVELOPMENT

BUILDING D - LOT 78 STEEL BLVD

GRADING, DRAINAGE & UTILITY PLAN

PREPARED FOR: YRC ENGINEERING, LLC

DATE: 5/1/22

REVISION SUMMARY:

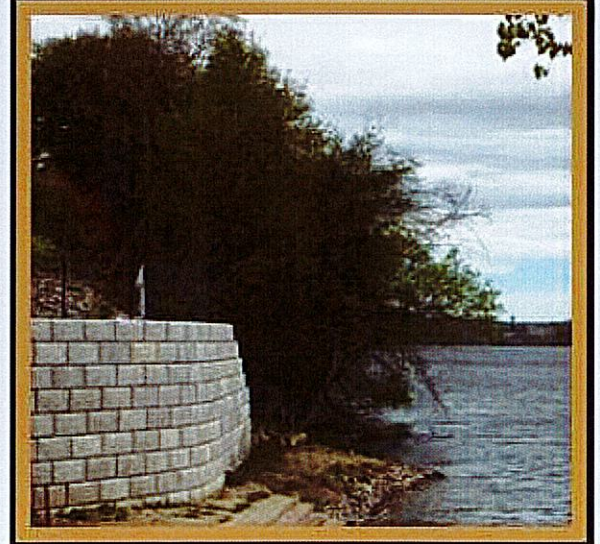
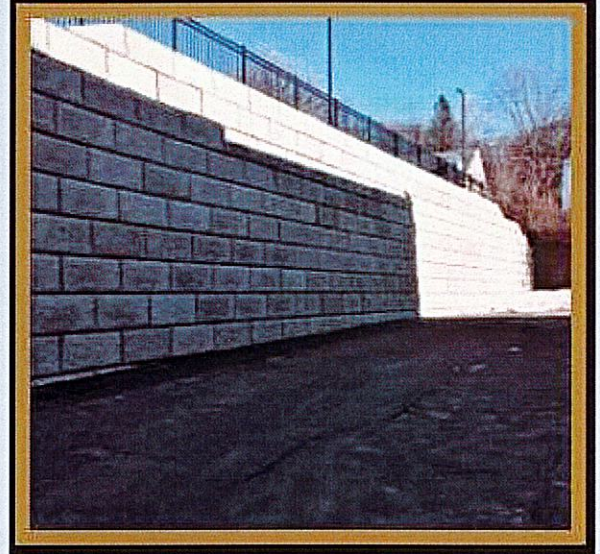
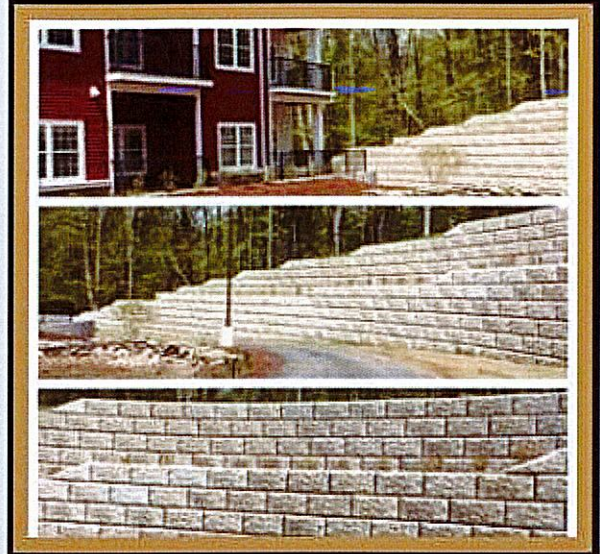
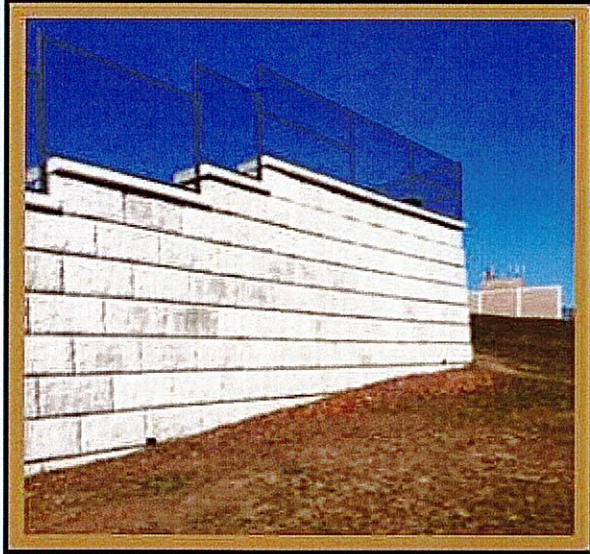
SHEET: 03 OF 6

DATE: 5/1/22

REVISION: 01



Precast Modular Wall System  
2' x 4' Dimensions  
Quarried Stone Finish -- Color: Gray





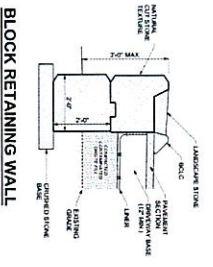
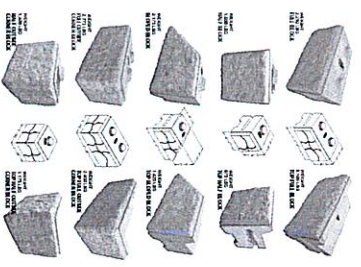




**EZ BLOCK**  
FOR APPROVED SCALES

TYPICAL EZ BLOCK WALL SECTION

UNITED



SCALE: 1" = 20'  
0 20 40 60

PROJECT NUMBER:  
00053 - 00001

**YRC**  
YANICK RIVER CONSULTANTS, LLC  
1000 10th Street, Suite 100  
Farmington, CT 06031  
Phone: (860) 676-1234  
Fax: (860) 676-1235  
www.yrcinc.com

**CONTACT INFORMATION**  
YANICK RIVER CONSULTANTS, LLC  
1000 10th Street, Suite 100  
Farmington, CT 06031  
Phone: (860) 676-1234  
Fax: (860) 676-1235  
www.yrcinc.com

**STEEL CENTER @ FARMINGTON**  
TRANSIT ORIENTED DEVELOPMENT  
PREPARED FOR: YRC, LLC  
GRADING & DRAINAGE PLAN - NORTH  
SHEET: 6 OF 13  
DATE: 07/20/11  
REVISED: 07/25/11

**REVISION SUMMARY**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	07/20/11
2	REVISED TO REFLECT FIELD CHANGES	07/25/11



**Agenda Item No. 13**  
**Request for Town Council Action**

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

**FROM:** Ryan Curley, Town Manager *RC*

**DATE:** March 26, 2025

**SUBJECT:** License Agreement Amendment for Newport Realty Group LLC and Affiliate Entities (Steele Center @ Farmington Ave)

**Summary of Agenda Item:**

The Town and Newport Realty Group, LLC entered into a Purchase Agreement concerning the sale of 55 Steele Boulevard. One of the contingencies of the Purchase Agreement, as amended, is that Newport install a sub-surface detention system on the Town owned property at 30 Steele Boulevard that is slated to become a Town park. This sub-surface detention system is part of the required drainage system for Steele Boulevard. For Newport to install the sub-surface detention system on the Town owned 30 Steele Boulevard, it will need a License Agreement with the Town. Therefore, it is requested that the Town Council authorize the Town Manager to enter a License Agreement with Newport Realty Group, LLC regarding construction of a sub-surface detention system on the Town owned property, 30 Steele Boulevard.

**Funding:**

No additional funding is needed to enter this License.

**Actions Needed:**

Move to authorize the Town Manager to enter a License Agreement with extension to the License Agreement Newport Realty Group, LLC regarding construction of a sub-surface detention system on the Town owned property, 30 Steele Boulevard, subject to review and approval of Corporation Counsel.

**Attachments:**

30 Steele Boulevard License Agreement

**Prepared By:**

Christopher Edge, Economic Development Director



## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_ 2025 by and between THE TOWN OF BERLIN, CONNECTICUT, a Connecticut municipality having its principal office in Berlin, Connecticut ("Town" or "Licensor"), and NEWPORT REALTY GROUP, LLC ("Newport" or "Licensee"), a Connecticut limited liability company having its principal office in Southington, Connecticut. Town and Newport are sometimes referred to collectively as "the Parties."

### **RECITALS**

- A. The Parties entered a Purchase Agreement dated May 23, 2019, as amended by those certain First through Eighth Amendments ("Agreement"), regarding the properties located at 861 Farmington Avenue, and 9, 10, 29, and 55 Steele Boulevard (collectively, the "Real Estate"), for development of the Steele Center project ("Project").
- B. One of the contingencies of the Agreement is that Newport construct a sub-surface detention system on the Town owned property at 30 Steele Boulevard (as described in Exhibit 1 hereto, the "Subject Property") that is part of the drainage system for Steele Boulevard and the Steele Center development per the plans attached hereto as Exhibit 2.
- C. To facilitate construction of the sub-surface detention system on the Town owned property at 30 Steele Boulevard, Newport requires a license from the Town to enter onto the Subject Property.
- D. Subject to the terms and conditions stated in this License Agreement, Town is willing to grant Newport a license to allow Newport to construct the sub surface detention system on the Subject Property.

### **AGREEMENTS**

NOW THEREFORE, for good and valuable consideration, including the Recitals above (each of which is incorporated herein and made a part hereof) and the mutual promises contained herein, Town and Newport agree as follows:

1. *License.* Commencing on the date of this Agreement (the "Commencement Date") and continuing until the Termination Date (as defined in Section 2 below) (such period being hereinafter

referred to as the "License Period"), Town hereby grants to Newport and its agents, employees, consultants, and subcontractors a limited irrevocable license (the "License") for the sole purpose of constructing a sub-surface detention system on the Subject Property, said system to be part of the drainage system for Steele Boulevard and the Steele Center development per the plans attached hereto as Exhibit 2.

2. *Termination.* The License will terminate upon the earlier of (a) final completion of the Project, or (c) December 31, 2026. The termination date may be amended by mutual written agreement of Licensor and Licensee.

3. *Consideration.* In consideration of the rights conferred by this License, Newport shall pay Town the sum of \$1.00 upon execution of this Agreement.

4. *Indemnification.* Newport shall indemnify, defend, and hold Town harmless with respect to any claims by third parties against Town arising solely from Newport's use of the Subject Property during the License Period, excepting claims arising from the negligence, gross negligence, recklessness or willful or intentional misconduct of Town or its agents. Nothing in this Section 5 is intended to alter, enlarge, or abrogate any rights or obligations of indemnification, common law or otherwise, affecting either party, that may apply with respect to events that occur outside the License Period.

5. *Insurance.* Insurance required shall be required from Licensee and shall be written for not less than the following limits, or greater if required by law:

- Worker's Compensation:
  - State:
    - Statutory
  - Applicable Federal (e.g., Longshoremen's):
    - Statutory
  - Employer's Liability;
    - \$100,000.00 per Accident
    - \$500,000.00 Disease, Policy Limit
    - \$100,000.00 Disease, Each Employee

- Commercial General Liability (including Promises-operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
  - Bodily injury & Property Damage
    - \$1,000,000.00 Each Occurrence
    - \$2,000,000.00 Aggregate
  - Products and Completed operations to be maintained for 1 year after Licensee's work is completed;
    - \$1,000,000.00 Aggregate
  - Property Damage Liability insurance shall provide X, C, and U coverage.
  - Broad Form Property Damage Coverage shall include Completed Operations.
- Contractual Liability:
  - Bodily Injury:
    - \$1,000,000.00 Each Occurrence
    - \$1,000,000.00 Aggregate
  - Property Damage:
    - \$1,000,000.00 Each Occurrence
    - \$1,000,000.00 Aggregate
- Umbrella-Insurance
  - \$2,000,000.00 Aggregate
- Business Auto Liability (non-owned, and hired vehicles):
  - Combined Single Limit:
    - \$1,000,000.00

For purposes of insurances, all notices shall be addressed to "Berlin Town Hall, Office of the Town Manager, Room 1, 240 Kensington Road, Berlin, CT 06037".

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable.

The Licensee shall furnish to the Licensor copies of any endorsements subsequently issued amending coverage or limits.

The policies for the above required General Liability and Auto Liability coverage shall name the State of Connecticut and the Town of Berlin as additional insureds and shall, in addition, indemnify and hold harmless the State of Connecticut, Town of Berlin, and employees of any of them.

6. *Severability.* Whenever possible, each provision of this Agreement shall be interpreted

in such manner as to be effective and valid under applicable law, but if any such provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, it being the parties' intention that each and every provision of this Agreement be enforced to the fullest extent permitted by applicable law.

7. *Execution in Counterparts.* This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. *Notices.* All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed received when deposited when (i) mailed by certified or registered mail, postage prepaid, or (ii) sent overnight mail by a recognized national delivery service, or (iii) faxed (with confirming hard copy mailed by first class mail) addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Licensee: Mark Lovley, Member  
710 Main Street, Suite 11  
Plantsville, CT 06479  
E-Mail: [Mark@lovleydevelopment.com](mailto:Mark@lovleydevelopment.com)  
Phone : (860) 302-2440  
FAX : 860-621-5810

Anthony M. Valenti, Member  
710 Main Street, Suite 11  
Plantsville, CT 06479  
E-Mail: [tvalenti@calabreseagency.com](mailto:tvalenti@calabreseagency.com)  
Phone: (860) 559-7333  
FAX : 860-621-5810

With a Copy to: Richard Bailey, Esq.  
886 South Main Street  
P.O. Box 593  
Plantsville, CT 06479  
E-Mail: [rbaileylaw@aol.com](mailto:rbaileylaw@aol.com)  
Phone: (860) 621-7034  
FAX: 860-621-7034

If to Licensors: Ryan Curley



Town Manager  
Town of Berlin  
240 Kensington Road  
Berlin, CT 06037  
Email: rcurley@berlinct.gov  
Phone: (860) 828-7002  
FAX: 860-828-7068

With a Copy to: Jeffrey M. Donofrio, Esq.  
Ciulla & Donofrio, LLP  
127 Washington Avenue  
P.O. Box 219  
North Haven, Connecticut 06473  
FAX: 203-234-0379  
E-Mail: [JDonofrio@cd-LLP.com](mailto:JDonofrio@cd-LLP.com)  
Phone: (203) 239-9828

9. *Modification.* This Agreement may be modified only by a written agreement signed by all the parties hereto.

10. *Entire Agreement.* This Agreement, including Exhibits 1 and 2 hereto, is the entire agreement of the parties concerning the subject matter hereof, and in executing this Agreement no party has relied upon any statements, representations or agreements, whether oral or in writing, relating to the subject matter hereof, except as is expressly set forth herein.

11. *Governing Law/Jurisdiction/Venue.* This Agreement shall be deemed to be made under the laws of the State of Connecticut and for all purposes shall be governed by and construed in accordance with the law thereof. The parties agree that this Agreement is made in Connecticut and stipulate to jurisdiction in the state courts of the State of Connecticut or (as applicable) venue in United States District Court for the District of Connecticut.

12. *Parties Bound.* This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, representatives, successors, and assigns.

**IN WITNESS WHEREOF**, this Agreement has been duly executed and delivered, pursuant to proper authority, as of the day and year first written above.

Signed, Sealed and Delivered in the Presence of:

**LICENSOR**

Witnesses:

THE TOWN OF BERLIN, CONNECTICUT

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Ryan Curley  
Its Town Manager  
Duly Authorized

\_\_\_\_\_  
Print Name

**Licensee**

NEWPORT REALTY GROUP, LLC

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Anthony M. Valenti  
Its Member  
Duly Authorized

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
Mark Lovley  
Its Member  
Duly Authorized

\_\_\_\_\_  
Print Name

On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me the undersigned officer, personally appeared Ryan Curley, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained as her free act and deed and as the free act and deed of the Town of Berlin.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT           )  
  )  
COUNTY OF \_\_\_\_\_        )

ss. \_\_\_\_\_

Newport Realty Group, LLC

\_\_\_\_\_

BY \_\_\_\_\_  
Mark Lovley  
Member

On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me the undersigned principal, personally appeared Mark Lovley, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed and the free act and deed of Newport Realty Group, LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT           )  
  )

ss. \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

Newport Realty Group, LLC

\_\_\_\_\_  
BY \_\_\_\_\_  
Anthony M. Valenti  
Member

On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me the undersigned principal, personally appeared Anthony M. Valenti, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed and the free act and deed of Newport Realty Group, LLC.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT )  
 )  
COUNTY OF \_\_\_\_\_ )

ss. \_\_\_\_\_

**EXHIBIT 1**

**Property Description**

**EXHIBIT 2**

**Plans for Sub-Surface Detention System**



**Agenda Item No. 14**  
**Request for Town Council Action**

**TO:** The Honorable Mayor and Town Council  
**FROM:** Ryan Curley, Town Manager *RC*  
**DATE:** April 3, 2025  
**SUBJECT:** Update and Appointments to America 250 - Berlin

**Summary of Agenda Item:**

Please add the following individuals to the America 250 – Berlin Commission: Antoinette (Toni) Andreoli Mirante; Chris Barlow; and Mary Ann Massirio.

Also, please aware of “Two Lights for Tomorrow” to be celebrated April 18-19, 2025. This is a nationwide initiative to commemorate the “Midnight Ride” of Paul Revere which occurred April 18-19, 1775.

**Funding:**

None needed at this time.

**Action Needed:**

Move to appoint the following individuals to the America 250 – Berlin Commission: Antoinette (Toni) Andreoli Mirante; Chris Barlow; and Mary Ann Massirio. Also to inform Berlin residents of the event “Two Lights for Tomorrow” to be celebrated April 18-19, 2025. This is a nationwide initiative to commemorate the “Midnight Ride” of Paul Revere which occurred April 18-19, 1775.

**Attachments:**

Information on Antoinette Andreoli Mirante; Chris Barlow; and Mary Ann Massirio  
“Two Lights for Tomorrow”

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

## Kate Wall

---

**From:** Lorraine Stub <lstub@comcast.net>  
**Sent:** Wednesday, March 19, 2025 8:53 AM  
**To:** Kate Wall  
**Cc:** Chris Barlow; Antoinette Andreoli; Carrie Tyszka  
**Subject:** US250 Town Commission

We talked about the commission last night at our Berlin Historical Society/Friends of Worthington Meeting House meeting and two members are very interested in being on the commission,

Chris Barlow - [chris.barlow@rocketmail.com](mailto:chris.barlow@rocketmail.com)

Antoinette (Toni) Andreoli Mirante - [toniand17@gmail.com](mailto:toniand17@gmail.com)

Both have extensive experience with event planning, and Toni is particularly interested in the Revolutionary War period.

How do they get an application?

Lorraine Stub

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

Hi, Kate. My Bio

---

From Antoinette Andreoli <toniand17@gmail.com>

Date Sun 3/23/2025 11:11 AM

To Kate Wall <kwall@berlinct.gov>

Cc Carrie Tyszka <ctyszka@berlinpeck.org>

Hi, Kate. I hope you're well ! Here's a little Bio I put together about myself. It's not everything about me, as I'm more of a private person and don't feel comfortable talking about myself, but I do know you need to know something about me to present to the Town Council, to help them get to know me a little through my Bio. I hope the following is enough. Thank you very much ! ☺

My Background:

I'm a member of the Berlin Historical Society and the Friends of The Worthington Meeting House. I love Berlin as I grew up here and it's home. My first part-time job while in high school was in Berlin at MidConn Bank on Main Street (the former Berlin Savings Bank and currently Webster Bank). I was fortunate to work there for almost six (6) years. After attending Berlin Public Schools: Griswold Elementary, McGee Middle, and Berlin High, I went onto Briarwood College in nearby Southington to get a degree in Administrative Technology, for which I now have 30 years' experience working in this career.

I work full time in an Administrative Technology role for an Executive. In my career, I've put together numerous events, examples are: 1.) An annual employer-sponsored Bowl-A-Thon for Junior Achievement of Southwest New England. 2.) An annual offsite corporate meeting and lunch for my Executive's organization, which consists of approximately 150 people. I volunteer through my employer for two (2) non-profits: Junior Achievement of Southwest New England and Big Brothers Big Sisters of Connecticut. For many years, I donated my time maintaining "Mary's Garden" at Saint Joseph's Roman Catholic Church in New Britain, Connecticut, which is a small rose garden dedicated to Mary.

Some of my hobbies include gardening, making floral and Christmas wreaths, decorating, reading, and spending time with my husband and our families. I love the Revolutionary War period and had become fascinated by it since fifth grade History class. I love our American flag and the 13 Original Colonies flag or as it's known, the "Betsy Ross flag". I always felt proud Connecticut was one of the 13 Original Colonies and is represented on that flag. I was fortunate enough to visit Philadelphia some years ago and toured Betsy Ross' house – it was enlightening.

Thank you very much !

Antoinette "Toni" (Andreoli) Mirante

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

# Chris Barlow Bio

A passionate advocate for community engagement, Chris Barlow is a transformative leader who combines over 20 years of Financial Services product management experience with groundbreaking grassroots advocacy.

As Co-Founder and President of the Berlin Equity Action Team, he has revolutionized local conversations around equity and inclusion, most notably through the organization's signature Juneteenth celebrations that have become a cornerstone community event since 2022. Chris' vision for preserving and amplifying historically marginalized voices led to a landmark achievement: securing Berlin's place on the Connecticut Freedom Trail through detailed historical research and documentation of the town's rich Black and Abolitionist history.

As Director of Diversity Programming at the Berlin Historical Society & Museum, Chris has transformed the institution's approach to historical narrative, ensuring that previously untold stories reach new audiences. Chris' commitment to powerful storytelling is exemplified by "The 29th Connecticut," a critically acclaimed documentary.

Produced by the Berlin Equity Action Team, the film has garnered multiple prestigious awards, including Best Connecticut Film at the 2023 Mystic Film Festival, Best Cinematography at the 2024 Art is Alive Film Festival in New York City, the 2025 Audience Choice Award at the Norwalk Film Festival and most recently the 2025 Festival Favorite Award at the Brookfield Film Festival. These accolades underscore Chris' ability to create compelling narratives that resonate with diverse audiences while illuminating important historical truths.

Drawing from his unique combination of corporate leadership and community advocacy, Chris offers powerful insights on building inclusive communities, driving systemic change, and the vital importance of connecting historical understanding to present-day action.

Mary Ann Massirio

Lived in Berlin since 2003

An active member of the Kensington Garden Club since 2008, currently publicity chair

Retired from Aetna in 2003 and continued to work part time for Aetna and ERA Sargis Breen (office in Berlin) until 2018

Has 2 sons, Lance who lives in NH and Scott, who lives in Middletown as well as 3 grandchildren and 3 greatchildren.

Jim and I own a home in Berlin, the same home Jim's parents built in 1955



# ***A Nationwide Call to Action***

April 11 – 22, 2025 in Virginia

April 18, 2025 across the nation



**Two Lights for Tomorrow** is a nationwide initiative to commence the celebration of the 250th birthday of the United States of America. The famous ride of Paul Revere occurred overnight on **April 18 – 19, 1775**. Two Lights for Tomorrow originated out of multi-state collaboration at *A Common Cause to All* in Williamsburg and uses the imagery of that shining light 250 years ago as a uniting call to action today for our fellow citizens, no matter where they are, to commemorate and remind ourselves that our history is about working together for a better tomorrow.

## **Contact**

Kevin  
Hampton  
VA250  
Assistant  
Director,  
Programs &  
Education  
[khampton@va250.virginia.gov](mailto:khampton@va250.virginia.gov)  
(<mailto:khampton@va250.virginia.gov>)

At its heart it is **a call across the country**, in private homes, local communities, and statehouses alike, for two lights to be displayed to remind us all of the importance to come together to form a more perfect union.

## **How to Participate**

Everyone can participate! All you have to do is **display two lights in your homes, at your visitor centers, your cultural, historical, and community sites, and in your government buildings** in April 2025 to raise awareness and draw attention to and commemorate the beginning of our constant endeavor as a nation to work together for a better tomorrow!

**In Virginia**, we'll light our lanterns from **April 11<sup>th</sup> to April 22<sup>nd</sup>**, the 250<sup>th</sup> anniversary of the Gunpowder Incident in Williamsburg. We invite everyone across the state and across the nation to join us in this nationally unifying commemoration. Some states will display their lights on the anniversary itself on April 18<sup>th</sup>, others will be displaying their lights the entire month of April! Some state commissions are planning a public program as two lights are lit at the statehouses as well so be sure to check with your state's commission for when they're planning to participate so you can join in!

## **Day of Service**

In some states, a day of service will follow the lantern lightings as a reminder that the idea of serving one another has been part of our national identity since that very first day 250 years ago.

Check with your state commission to see if they're planning for that part or if they know of any volunteer projects ranging from park and cemetery clean-ups (especially with the close proximity to Earth Day) to community builds, food drives, and card writing to residents of care facilities, etc. The possibilities for service can be tailored to the needs of our citizens and in partnership with service organizations.

## **Involve Your Community**

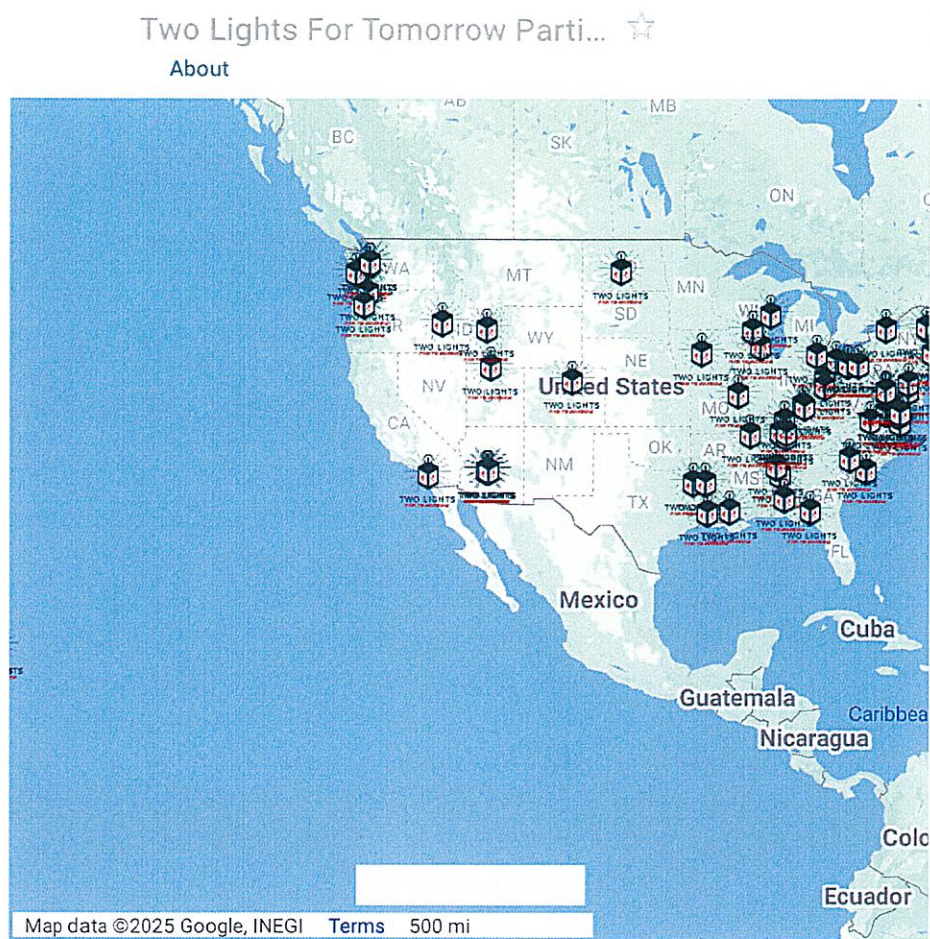
From two spotlights at a state capitol building beaming in the darkness to smaller displays at municipal buildings, and lights in individual homes, every citizen can participate. There isn't a specific kind of light, duration of display, or location because the important part is just the willingness to participate!

Some governor's offices are issuing executive orders to encourage government department buildings, municipalities, and every citizen to participate. Educational materials have been prepared by many states to engage students of all levels.

**We encourage participation at as many locations as possible – community centers, municipal and county administrative buildings, and private residences.**



# Where the Lights will Shine!



Will you be participating? Contact Kevin Hampton at [khampton@va250.virginia.gov](mailto:khampton@va250.virginia.gov) (<mailto:khampton@va250.virginia.gov>) to have your light added to the list!

## Tool Kit

These are some toolkit assets that may help you develop your own plan which includes an event logo, signage templates, proclamation templates, and more!

- [Logos](#)  
(<https://drive.google.com/file/d/1R6umrwytur6A>)



(<https://www.dominionenergy.com/our-company/customers-and->

[community/charitable-foundation\)](#)

# HISTORY



(<https://www.virginia.org/>)



(<https://www.facebook.com/VARevolution250/>)



(<https://www.instagram.com/varevolution250/>)



(<https://twitter.com/VARevolution250>)



(<https://www.linkedin.com/company/varevolution250/>)



(<https://www.youtube.com/channel/UCzWQ1Yuyb77hxSKjL0I4SLw>)

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(<https://va250.org/freedom-of-information-act/>)





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. VNA 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: Christine Thibodeau Telephone No.: 8608933916

Home Address: 50 Wildwood Ln Number of years in Berlin: 13  
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: cthbs5@comcast.net

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

BSN, RN  
Educational Background (optional)

Berlin VNA School Nurse Supervisor  
Present Employment (company/position/address)

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

Tell us why you feel qualified for this appointment: I have been with the Berlin VNA for 8 years & would like to be more involved.

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

Signature: [Signature] Date: 3/27/25

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

2025 MAR 27 AM 9:42


Kathryn Gless  
BERLIN, CT

Karen A Pagliaro, BSN, RN


Town of Berlin | Generated 3/21/2025 @ 12:42 pm by OnBoardGOV - Powered by ClerkBase

Status

**Name** Karen A Pagliaro, BSN, RN  
**Application Date** 3/21/2025  
**Expiration Date** 3/21/2124  
**Status** Received

Board	Vacancies	Status	Actions
Visiting Nursing Association Board (VNA)	8	Pending	

Basic Information

**Name**  
Karen A Pagliaro, BSN, RN  
**Resume File**  
 Download

Contact Information

**Address**  
221 Stillmeadow Lane  
Berlin, CT 06037  
**Yes, I am a resident**  
Yes  
**Email**  
kpagliaro8@gmail.com  
**Phone**  
860-878-5708

Occupation

**Employer**  
Hartford HealthCare  
**Job Title**  
Talent Management  
Consultant

**What is your political party affiliation?**

Democrat

**Number of years in Berlin**

39

**Educational Background (optional)**

UConn, School of Nursing

**Current and Past Civic/Community Involvement**

Library Board, Conservation Commission

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

I have worked in the homecare realm for over 40 years, starting as a visiting nurse and then transitioning into administration, first as a regional director and then as a director as part of the executive leadership team. I also worked for the hospice team and was a Hospice Interim Director. Currently I have transitioned from homecare to Talent Management as a Talent Management Consultant. In this position I teach classes to colleagues, both patient facing and non-patient facing on safety. This particular class is a requirement of all acute care hospitals in the state of CT

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

As I no longer work directly for a homecare company, I do not have a conflict of interest.

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

yes

Generated 3/21/2025, 12:42:15 PM

RECEIVED FOR RECORD  
BERLIN TOWN CLERK

2025 MAR 21 PM 12:43

Kathryn G. Wallace

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. Water Control 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: James R. Phelps

Telephone No.: 860-798-4217

Home Address: 177 Windy Knoll Dr.

Number of years in Berlin: 10

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

Email Address: jim@crossfixit.com

Are you a Registered Voter? Yes \_\_\_\_\_

Party Affiliation: Republican ✓

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

UCONN 74,92' Executive MBA in International Business

Educational Background (optional)

CrossFixIt Equipment Services, LLC. President 177 Windy Knoll Dr. Berlin, CT 06037

Present Employment (company/position/address)

RECEIVED FOR RECORD  
BERLIN TOWN CLERK  
2025 MAR 17 AM 11:36

*Kathy G. Guse*

BERLIN, CT.

Current and Past Civic/Community Involvement: Berlin Republican Town Committee

Tell us why you feel qualified for this appointment: Originally worked with various building projects requiring water

and drainage requirements.

Can you think of any reason that a conflict of interest could arise if you were appointed? None

Signature: \_\_\_\_\_

Date: 3/12/25

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.

**PLEASE NOTE – THE FOLLOWING 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

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

**TOWN OF BERLIN  
TOWN COUNCIL MEETING  
Tuesday, March 18, 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 7:00 p.m.

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL:**

Those in attendance were:	Councilor Kate Atkinson
	Councilor Sandra Coppola
	Mayor Mark Kaczynski
	Councilor Charles Paonessa
	Councilor Mark Pruzin
	Councilor Peter Rosso
	Councilor Donna Veach – <i>via Zoom</i>

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

**D. PRESENTATION OF PROCLAMATION:                      Paul Eshoo**

Mayor Kaczynski presented the following proclamation to Paul Eshoo and thanked him for his many years of service to his community.

**IT HEREBY KNOWN TO ALL THAT:  
The Town of Berlin hereby recognizes  
Paul Eshoo**

Paul has been a loyal and dedicated Town resident serving the community in numerous ways for well over 35 years. He and his wife, Pat, were very proud of the life they built in Berlin raising their three daughters: Paula, Marlene and Melissa. Paul has a son, Tim, four grandchildren, 2 sons-in-law and one daughter-in-law. Paul was an Industrial Art teacher for 36 years in New Britain and an interim Vice Principal at Pulaski High. He was the inspiration for all three of his daughters becoming teachers.

Paul served in the Navy from 1958 to 1962 and was a Petty Officer E-4 Yeoman on the USS Randolph. This was a source of pride for Paul and two of his grandsons are now in the US Navy. He belonged to the Lions Club for many years. He was a member of Berlin VFW, the American Legion and the Berlin Republican Town Committee. He served on the Selective Service Board. Paul volunteered a great deal of his time working with the New Britain Chamber of Commerce to run programs for at-risk students and was an Adult Ed teacher in New Britain. He volunteered and mentored for many years with his wife in the schools where their daughters taught.

For the Town of Berlin, Paul was a member of the Charter Commission in 1988. He served on the Board of Tax Review from 1989 to 1995. He was a Constable for approximately 28 years from 1993 to 2021 and a Justice of the Peace from 2001 to 2025. Paul served on the Veteran's Advisory Commission and the Police Commission for many years beginning in 2003 and 2009 respectively with both terms ending in January 2025.

In recognition of Paul's dedication to his country, his family and the years of service to the Town of Berlin as well as the many contributions he made to improve the quality of life in our community, the Town Council hereby recognizes Paul Eshoo and extends best wishes to him for many years of health and happiness in his future endeavors.

Dated this 18<sup>th</sup> day of March 2025.

**E. AUDIENCE OF CITIZENS:**

Councilor Rosso stated that Berlin resident Ryan Preece came in third at the recent NASCAR race.

**F. MAYOR'S UPDATE:**

None

**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 \$50.00 and supplies/medical care valued at \$152.00. - Animal Control
2. Topic re: Accept monetary donations totaling \$110.87 and deposit \$110.87 into the Unrestricted Donation account for the libraries greatest need and move to accept the donation of one Apple streaming player with an approximate value of \$100.00 to be used for



**programming and two water bottles with an approximate value of \$35.00 to be used as summer reading prizes. – Berlin-Peck Memorial Library**

- 3. Topic re: Authorize the Senior Center Director to apply for the CT DOT Section 5310 FFY 24 Enhanced Mobility of Seniors and Individuals with Disabilities Assistance Grant. – Senior Center**
- 4. Topic re: Allow any person who is a citizen of the United States of the age of eighteen (18) years or more who, jointly or severally, is liable to the town for taxes assessed against him/her on an assessment of not less than one thousand (\$1,000.00) on the last completed grand list of the town to vote in the budget referendum on April 29 and May 27, 2025 (if needed). – Town Clerk**
- 5. Topic re: Authorize the Town Manager to enter into a farm use License Agreement with Ryan Matson for the portion of the property across from Berlin High School on Patterson Way, and the property off of Orchard Road that is appropriate for farm use. – Town Manager**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to add agenda item #1a regarding an update and possible action on the YMCA project.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

## **I. NEW BUSINESS:**

- 1. Topic re: Enact HB 7067, this section allows a municipality to increase the depreciation table for motor vehicles from the current schedule (beginning at 85% and ending at 15% for years 15-19 and then an assessment not less than \$500) to a higher depreciation schedule beginning at 90% and ending at 20% for years 15-19 and then an assessment not less than \$500. – Assessor**

Town Manager Curley introduced this item and explained that the State passed a law where towns would now use a new set depreciation schedule based on the MSRP value of vehicles in place of the market value which severely impacted several towns' grand lists, including Berlin.

Due to the municipalities' concerns the Legislature recently passed HB 7067 which allows a municipality to increase the depreciation table from the current schedule beginning at 85% to a higher depreciation schedule beginning at 90%. Each municipality must adopt that change.

Town Manager Curley added that where the fiscal year 2026 budget currently stands there would be a .7 mil increase, however if this change to the motor vehicle depreciation schedule is adopted that mil increase would decrease to .58.

Town Assessor Joe Ferraro added that this depreciation schedule change does shift some burden back to the vehicles however taxpayers should see a reduction in their motor vehicle taxes, it just will not be as much as it would have been.

Mr. Ferraro added that the Board of Assessment Appeals (BAA) has completed their duties however if this is adopted taxpayers can appeal to the BAA during the 30 days after the bills passing, regardless of the February 20, 2025 deadline. The extended appeals deadline would be April 2, 2025.

Town Manager Curley added that the budget is set at a certain dollar amount so if taxes don't come from vehicles they will come from real estate or personal property. This is not the Town raising taxes on motor vehicles and taxpayers should see a slight reduction in their motor vehicle taxes.

Councilor Paonessa moved to Enact HB 7067, this section allows a municipality to increase the depreciation table for motor vehicles from the current schedule (beginning at 85% and ending at 15% for years 15-19 and then an assessment not less than \$500) to a higher depreciation schedule beginning at 90% and ending at 20% for years 15-19 and then an assessment not less than \$500.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

**1a. Topic re: Update and possible action concerning the YMCA project.**

Public Works Director Mike Ahern stated that during a call last week with members of the YMCA, Public Building Commission (PBC) Member Don Lombardo, Town Manager Curley, and Mayor Kaczynski they were discussing some aspects of the site that needed to be investigated.

Jack Neubieser, Principal of JLN Consulting, provided a proposal which included a geotechnical investigation of the Patterson Way property. Mr. Ahern stated that as a first step in developing this property this investigation would provide information regarding the structural capabilities of the soil which would provide a better understanding of the site for both the YMCA and the Town. Mr. Ahern added that this request can be funded with remaining State grant funds awarded for this project.

Mr. Neubieser introduced Don Rittman, Director of Development for the YMCA and stated that Mr. Rittman requested his services to determine what needed to be done to get to the drawing and budgeting phase of the project. At that time Mr. Neubieser recommended the geotechnical investigation.

Mr. Rittman added that the original study done for the creation of a Community/Senior Center on that site did not address the site itself, parking, or regulations. The YMCA can do this in conjunction with the Town as there are State grant funds available for these studies. Mr. Rittman added that having a pool right across the street from the high school will be beneficial to students,

but the pool will also be accessible for free for most senior town residents as part of the YMCA's Silver Sneakers program.

Councilor Paonessa inquired about requesting that the PBC also authorize a Phase One along with the geotechnical investigation. Mayor Kaczynski stated that when the property is transferred to the YMCA the Phase One can be discussed.

Mr. Neubieser added that there are also zoning regulation issues that need to be reviewed. Mr. Ahern stated that Town Planner Maureen Giusti will be investigating the 25-acre Non-Profit threshold as well as parking. Mr. Neubieser added that A-2 and T-2 surveys will also need to be conducted, and Mr. Ahern stated that can be discussed with the PBC at their next meeting.

Councilor Paonessa moved to authorize the Public Building Commission to conduct geotechnical investigations on the Patterson Way site for the YMCA.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

2. **Topic re: Authorize the Chief of Police to sign the current FLOCK agreement allowing the town to take advantage of a \$15,000 savings by signing the contract within thirty-days. FLOCK is a sole service provider of these cameras. The agreement will be voided if funding is not approved in the FY26 budget. – Police**

Deputy Police Chief Drew Gallupe stated that the FLOCK camera purchase was discussed at a previous Town Council meeting as part of fiscal year 2026 Capital Budget plan for the Police Department.

There is the opportunity for a \$15,000 cost savings if the Town Council authorizes the Police Chief to sign the contract for the FLOCK cameras within thirty days. There is an opt-out clause if the funding was not made available.

Deputy Chief Gallupe added that the cameras are leased therefore maintenance and repairs are provided by the vendor. Only authorized users have access to the recordings and video is deleted after thirty days.

Councilor Paonessa stated that he does not support handing this part of law enforcement to a private entity.

Councilor Paonessa moved to authorize the Chief of Police to sign the current FLOCK agreement allowing the town to take advantage of a \$15,000 savings by signing the contract within thirty-days. FLOCK is a sole service provider of these cameras. The agreement will be voided if funding is not approved in the FY26 budget.

Seconded by Councilor Coppola.

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

Those opposed: Councilor Paonessa

Vote being 6-1 (MOTION CARRIED)

**3. Topic re: Schedule a Special Town Council meeting on \_\_\_\_\_ to discuss and possibly adopt a budget to send to referendum. – Town Clerk**

Town Manager Curley stated that the Annual Budget Hearing will be held next Tuesday March 25<sup>th</sup> at Berlin High School which will immediately be followed by the Board of Finance meeting where they are expected to adopt the budget.

Town Clerk Kate Wall added that the Town Charter requires that within five days of receipt of the budget as recommended by the Board of Finance the Town Council shall meet to approve the budget as presented and send it to referendum, reduce the budget, or reject the budget which would then require a joint meeting of the Board of Finance and the Town Council.

Councilor Paonessa moved to schedule a Special Town Council meeting on Tuesday April 1, 2025 at 7:00 p.m. to discuss and possibly adopt a budget to send to referendum.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

**4. Topic re: Call a Town Meeting at 6:45pm on April 8, 2025, for the purpose of approving a fiscal year 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the Capital Non-Recurring Fund in the amount of \$2,638,732 to fund the capital items listed in this agenda item. – Finance**

Town Manager Curley stated that during the fiscal year 2026 budget process, staff submitted a total capital budget request of \$4,313,232. After carefully considering the items and staff prioritization of the list, the Board of Finance agreed to use the Berlin High School Renovate-as-New State reimbursement to fund purchases and projects within the Tier 1 and Tier 2 highest priority requests totaling \$2,638,732. The Town of Berlin received \$2,638,480 in State reimbursement and the balance of the request (\$252) will be funded from BHS Construction Fund money earmarked for audit closeout costs.

Mayor Kaczynski stated that he would like to forward the Willard School Parking Lot, Sage Park Lighting Upgrades, and Timberlin Maintenance Building Roof/Window Replacement to the Public Building Commission for their review and input. Eversource has committed to installing the lights at the Sage Park baseball field and there is hope that they will do the same at the softball field. The Town would purchase the equipment and Eversource would do the installation as a training exercise for their linemen.

After Town Council discussion Mayor Kaczynski requested to remove the Willard Parking Lot (\$400,000) and the Timberlin Roof/Window replacement (\$200,000) from the list of items of capital items at this time.

Councilor Paonessa moved to call a Town Meeting at 6:45pm on April 8, 2025, for the purpose of approving a fiscal year 2025 non-budgeted appropriation from the Berlin High School Construction Fund to the Capital Non-Recurring Fund in the amount of \$2,038,732 to fund the capital items listed in this agenda item as amended.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to add item #4a to the agenda to send three items to the Public Building Commission.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

**4a. Topic re: Approve sending three projects – Willard Parking Lot, Roof/Windows Replacement at Timberlin, and Sage Park Lighting Upgrade (Phase 1) to the Public Building Commission for their review.**

Councilor Paonessa moved to approve sending three projects – Willard Parking Lot, Roof/Windows Replacement at Timberlin, and Sage Park Lighting Upgrade (Phase 1) to the Public Building Commission for their review.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

- 5. Topic re: Waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of \$25,000 for continuing environmental consulting services for the 55 Steele Boulevard remediation project with the cost charged to the Farmington Ave Development (non-grant) account, as this is in the best interest of the Town. – Economic Development**

Economic Development Coordinator Jim Mahoney stated that in July of 2024 the Town Council approved a reduction of a previous purchase order with Loureiro Engineering of \$54,570.63 and a new more flexible purchase order of \$25,000. It was stated in the July Town Council agenda item that an additional project purchase order for Loureiro was anticipated before the end of the construction phase. Loureiro has provided various unanticipated services including recent testing of fill piles to locate a disposal facility that will accept the material.

Loureiro Engineering has submitted a proposal of \$25,000 to provide continuing environmental consulting services for the 55 Steele Boulevard remediation project.

Councilor Paonessa moved to waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of \$25,000 for continuing environmental consulting



services for the 55 Steele Boulevard remediation project with the cost charged to the Farmington Ave Development (non-grant) account, as this is in the best interest of the Town.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

**6. Topic re: Discussion about the Scope of Work for a 2025 Connectivity Program Sidewalks Grant Application. – Economic Development**

Economic Development Coordinator Mahoney stated that in anticipation of submitting a 2025 Connectivity Grant application design and cost estimates were prepared for sidewalk projects along Kensington Road and Four Rod Road.

After Town Council discussion the Four Rod Road project was removed and Main Street, East Berlin between Berlin Street and Grove Street in the Hubbard School area, and Alling Street and Heather Lane in the Griswold School area were added. Preliminary design and cost estimates for these projects bring costs that are greater than the maximum \$800,000 grant amount.

In order to keep costs closer to the grant amount the only projects that could be funded are the streets in the areas of Hubbard and Griswold schools. Staff is requesting Town Council guidance on which sidewalk sections to prioritize.

The Town Council agreed that the streets in the Hubbard and Griswold school areas should be the priority. Mr. Mahoney stated he would return to a Town Council meeting with an agenda item to apply for the grant.

NO ACTION NEEDED

**7. Topic re: Approve a tax abatement for Deming Road Business Park LLC for the construction of a 6,800 square foot building at 180 Deming Road of 50% in year 1, 40% in year 2, and 30% in year 3 per the town's tax abatement policy. – Economic Development**

Economic Development Director Chris Edge stated that Deming Road Business Park LLC was approved for the development of four industrial buildings on Deming Road, two of which have been completed. The building at 180 Deming Road is a 6,800 square foot multi-tenant building with an approximate construction cost of \$650,000 which is still owned by that developer.

A tax abatement on this building has been requested. This abatement would be based on the increase in assessed value resulting from the real property improvements using the following schedule: 50% in year 1, 40% in year 2, and 30% in year 3 per the Town's tax abatement policy. The Economic Development Commission recommends that the Town Council approve the tax abatement for Deming Road Business Park LLC

Councilor Paonessa moved to approve a tax abatement for Deming Road Business Park LLC for the construction of a 6,800 square foot building at 180 Deming Road of 50% in year 1, 40% in year 2, and 30% in year 3 per the town's tax abatement policy.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

- 8. Topic re: Approve a tax abatement for 337 Berlin LLC for the renovation and refacing of 337 Berlin Turnpike of 50% in year 1, 50% in year 2, 40% in year 3, 40% in year 4, 30% in year 5, 20% in year 6 and 10% in year 7 per the Town's tax abatement policy. – Economic Development**

Economic Development Director Edge stated that 337 Berlin LLC was approved for the redevelopment of two buildings on the corner of Deming Road and the Berlin Turnpike. A portion of the main building, the former Industrial Surplus, will be demolished with a complete renovation of the inside and refacing of the outside.

The renovations are estimated to cost between \$4 million and \$5 million. The tax abatement would be based on the increase in assessed value resulting from the real property improvements using the following schedule: 50% in year 1, 50% in year 2, 40% in year 3, 40% in year 4, 30% in year 5, 20% in year 6 and 10% in year 7 per the Town's tax abatement policy. The Economic Development Commission recommends that the Town Council approve the tax abatement for 337 Berlin LLC.

Councilor Paonessa moved to approve a tax abatement for 337 Berlin LLC for the renovation and refacing of 337 Berlin Turnpike of 50% in year 1, 50% in year 2, 40% in year 3, 40% in year 4, 30% in year 5, 20% in year 6 and 10% in year 7 per the Town's tax abatement policy.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

- 9. Topic re: Discussion and possible appointments to the America 250 / CT Commission for Berlin. – Town Clerk**

Town Clerk Kate Wall stated that the America 250/CT Commission for Berlin needs members and requested suggestions for candidates from the Town Council reminding them that those candidates should be from various organizations throughout Berlin and not just members of the Town's Boards and Commissions.

Economic Development Director Chris Edge provided contact information for Comcast and the representative stated that Comcast could possibly assist with recording Story Share events. Elaine Pavasaris from the Rotary Club and Town Council member Peter Rosso have agreed to serve on this commission.

Councilor Coppola suggested having representatives from each school in Berlin. Ms. Wall stated that she has reached out to Superintendent of Schools Brian Benigni about school involvement and added that some ideas she had for students were essay and art contests.

The Town Council also suggested contacting various town sporting organizations, the Scouts, Upbeat, and the Republican and Democratic Town Committees for members. State Representative

Donna Veach stated that she has received information about America 250 which she will share with Ms. Wall.

Councilor Paonessa moved to appoint Elaine Pavasaris (Rotary Club) and Peter Rosso (Town Council) to the America 250/CT Commission.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

**10. Topic re: Readopt the Fair Housing Resolution, the Fair Housing Policy Statement, Affirmative Action Policy Statement, and the Compliance with Title VI of the Civil Rights Act of 1964 Statement. – Town Manager**

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

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

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

**J. TOWN MANAGER'S REPORT:**

- Employee Appreciation Day was celebrated on March 7<sup>th</sup> with the Emergency Ice Cream truck visiting Town Hall and the Town Garage. The Town Manager thanked the Human Resources Director and the Employee Recognition Committee for planning this event.
- Timberlin Golf Course will be opening for the season on Wednesday March 26<sup>th</sup> with an event scheduled for 10:00 a.m. Town Council members will be receiving an event invitation.
- The Senior Center generator is now up and running.
- Eversource has informed the Town of Berlin that their Asset Condition Replacement Project will include some areas of Berlin. An informational handout was provided to the Town Council.

- The City of New Britain has requested an extension of the Pilot Payment agreement involving the New Britain Stadium. More information will be provided to the Town Council in the future.
- The Town Manager asked the Town Council for feedback on providing them quarterly status update reports as done by the former Town Manager. The Town Council agreed that they would like to continue to receive those updates, and the Town Manager stated he would provide that to them in April.
- In regard to the fiscal year 2026 budget there is currently a 4% increase in expenditures on the Board of Education side as well as a 4% increase on the General Government side.
- The Town had applied for a Safe Streets to School Grant through the Transportation Alternatives Program (TAP). The Town was notified that they were not funded with TAP but with the Carbon Reduction Program funding. The Department of Transportation has stated that the cost of the project is going to be closer to \$6 million which is \$2 million more than the original \$4 million estimate. A 20% match from the Town on the full project amount of \$6 million would be \$1.2 million.

Discussions with Economic Development Coordinator Jim Mahoney and state officials determined that design and engineering work for the full project would cost an estimated \$170,000 and could be used for future connectivity grant funding that possibly do not need a match from the Town. The other option is to scale back the project to the lowest possible \$2 million grant with a \$400,000 match.

More information on this item will come before the Town Council at a future meeting.

- There will be an Open House to learn about the Resilient Piper Brook and Webster Brook project on Wednesday April 2<sup>nd</sup> at 5:30 p.m. at the Alvarium Beer Company in New Britain. This gathering will allow residents of Berlin, Newington, and New Britain to provide input on flooding along the river corridor.

**K. SPECIAL COMMITTEE REPORTS:**

None

**L. COUNCILORS' COMMUNICATION:**

Councilor Paonessa encouraged residents to attend the information session regarding Piper Brook and Webster Brook that the Town Manager discussed in his update.

Mayor Kaczynski stated that the Bright Feeds Update meeting will be held tomorrow evening at 6:00 p.m.

Councilor Coppola encouraged residents to attend the Budget Hearing at Berlin High School on Tuesday March 25<sup>th</sup> at 6:00 p.m.

**M. ACCEPTANCE OF MINUTES:**

**March 4, 2025**

Councilor Paonessa moved to accept the Town Council Meeting minutes of March 4, 2025 as presented.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

**N. 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 – 359 Four Rod Road**

Councilor Paonessa moved to go into Executive Session; Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – 359 Four Rod Road at 8:51 p.m. Invited in; Town Manager Ryan Curley, Corporation Counsel Jeff Donofrio, and Public Works Director Mike Ahern.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

Executive Session ended at 9:08 p.m.

**O. ADJOURNMENT:**

Councilor Paonessa moved to adjourn the meeting at 9:08 p.m.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting



**PLEASE NOTE – THE FOLLOWING 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

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Meeting ID: 889 1661 6949

Passcode: BERLIN

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

**TOWN OF BERLIN  
SPECIAL TOWN COUNCIL MEETING  
Tuesday, April 1, 2025  
Town Council Chambers (in person)  
Remote Meeting  
7:00 P.M.**

**A. CALL TO ORDER:**

Mayor Kaczynski called the Special Town Council meeting to order at 7:05 p.m.

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL:**

Those in attendance were:

Councilor Kate Atkinson  
Councilor Sandra Coppola  
Mayor Mark Kaczynski  
Councilor Charles Paonessa  
Councilor Mark Pruzin  
Councilor Peter Rosso  
Councilor Donna Veach

Also in attendance:

Town Manager Ryan Curley  
Corporation Counsel Jeffrey Donofrio

**D. AUDIENCE OF CITIZENS:**

*Cornel Boudria, 115 Skinner Road* – Mr. Boudria stated that he has spoken many times over the years about the budget and he believes this year's 4% increase to the Board of Education budget, represented by 1.9% from the Town and 2.1% from the State, is good but could be a little better to meet the contractual obligations of the teachers. The \$215,000 being added for the reading problem is excellent.

**Imelda Mongillo, 86 Devonshire Way** – Ms. Mongillo stated that she is in support of the Board of Education budget, and it was nice to see the 4% increase this year however the budget is \$208,000 short to cover all of the contractual obligations, and it would be nice to find additional funds to cover these obligations considering the grant funding being received.

**E. MEETING AGENDA**

**F. NEW BUSINESS:**

- 1. Topic re: Discussion and possible action concerning the adoption, amendment or rejection of fiscal year 2026 Board of Education budget of \$54,617,908, a General Government budget of \$52,334,907 and a Water Control budget of \$7,042,074.**

**Send the adopted or amended budget to the Annual Budget Referendum on April 29, 2025. – Finance**

Mayor Kaczynski stated that he spoke with Superintendent of Schools Brian Benigni today and neither of them recall a 4% Board of Education budget increase for a number of years adding that the Town was lucky enough to receive the State refund from the high school project as well as additional State funding for education.

Berlin has been fortunate this year with an increase to the Grand List and despite concerns within State and Federal governments. The increase to the General Government budget is also more than they have seen in quite a while and a lot should get accomplished.

Mayor Kaczynski stated that he would like to take \$215,000 out of Department 61 earmarked for the reading program and remove \$70,000 for a police cruiser, both in the General Government budget, and fund them with the \$600,000 remaining in the Capital Fund after the Willard Parking Lot and Timberlin Maintenance Building were removed, therefore reducing the impact on taxpayers. Mayor Kaczynski added that he also suggests reducing police overtime by \$50,000 which could be funded during the year if needed. The Police Department has been funded for an additional officer bringing the total number to 47 within six months and with increases in staff overtime typically decreases.

Mayor Kaczynski stated that the Willard School Parking Lot improvements and Timberlin Maintenance Building Roof/Window Replacement projects were removed from the list of capital item requests during the March 18, 2025, Town Council meeting and sent to the Public Building Commission (PBC) for their review. After preliminary discussion with the PBC and the Superintendent of Schools, and because of flooding concerns, they are considering a different course of action for the parking lot. They are also looking at a cost savings by purchasing a new shed for Timberlin.

Councilor Paonessa moved to approve removing \$215,000 from Department 61 for reading materials, removing \$70,000 for a police cruiser, and removing \$50,000 for police overtime (total reduction \$335,000) from the General Government budget.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to send the amended General Government budget of \$51,999,907, the Board of Education budget of \$54,617,908, and a Water Control budget of \$7,042,074 to the Annual Budget Referendum on April 29, 2025.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Finance Director Kevin Delaney stated that these deductions to the General Government budget would result in a 3.34% overall increase for fiscal year 2026.

**G. ADJOURNMENT:**

Councilor Paonessa moved to adjourn the meeting at 7:30 p.m.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall  
Clerk of the Meeting