



City of Bristol
City Council

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REVISED AGENDA

The regular City Council Meeting will be held on Tuesday, March 12, 2024, at 7:00 PM. in Council Chambers 111 North Main Street, Bristol, CT 06010 .

1. Call to Order
 - a. Presentation of All Heart award.
2. Approval of Minutes
 - a. Approval of minutes of the regular City Council Meeting of February 13, 2024.
3. Public Participation
4. Announcements
5. Consent Agenda
 - a. To place on file the New Hire report for February, 2024.
 - b. To approve the tax refunds dated March 7, 2024
 - c. To refer Map 30, Lot 115 and Map 30A, Lot 18 Memorial Boulevard to the Planning Commission for a C.G.S. Section 8-24 Report at the request of the Parks,

Recreation, Youth, and Community Services Department for the Memorial Boulevard ARPA Improvement Project.

- d. To approve the agreement between the City of Bristol and Pointman Safety Consulting, and to authorize the Mayor or Acting Mayor to execute the agreement on behalf of the City of Bristol.
- e. To allow the Economic and Community Development Director to sign any and all documents associated with the Application for the Abandoned Brownfield Cleanup Program for 273 Riverside Avenue.
- f. To approve submission of a grant application to the Thomaston Savings Bank Foundation to continue offering a SNAP Qualified Toiletry Program for members of the Bristol Senior Center, to authorize the Mayor or Acting Mayor to execute any and all documents associated with the application/grant, and to refer the matter to the Board of Finance for any necessary action.
- g. To approve the contract extension agreement between the City of Bristol and IDEMIA Identity & Security USA, LLC for the year ending July 25, 2025 and to authorize the Mayor or Acting Mayor to execute the agreement.
- h. To authorize the Mayor or Acting Mayor to sign a CHRO Certification for Use of the Limited Exemption for Paving Contract.

6. Reports and Committee Reports

- a. **Salary Committee** - To approve a \$5,000 annual salary increase for the Emergency Management Director retroactive to January 1, 2024, and to refer to the Board of Finance for informational purposes.
- b. **Salary Committee** - To approve a 2.5% salary increase and a .75% insurance cost share increase for non-bargaining employees effective July 1, 2024, and to refer to the Board of Finance for informational purposes.
- c. **Code Enforcement Committee** - To adopt the amended Relocation Plan, attached hereto, for code enforcement activity pursuant to Connecticut General Statutes Section 8-266, et seq. known as the Uniform Relocation Act; to refer this plan to the Parks, Recreation, Youth, and Community Services Department to be effective immediately, and to refer to the Board of Finance for Informational purposes.
- d. **Real Estate Committee** - To direct the Purchasing Agent to issue an RFP (Requests For Proposals) placing public notices and to notify abutting property owners of the city's intention to sell a portion of city owned property known as Map 30, Lot R4-1 Prospect Street. The Purchasing Agent shall indicate that costs associated with selling this property be the responsibility of the purchaser. The City of Bristol shall not be responsible for any cost in the sale of this property.

7. Old Business
8. New Business
9. Resignations
10. Appointments
11. Contracts
 - a. To award Contract 2C24-070 Roadway Reconstruction/Drainage and Miscellaneous Work to Tabacco & Son Builders, Inc. in the amount of \$1,444,250.00, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effectuate said contract.
12. Recommendation from Bristol Planning Commission To Release Restrictions
 - a. To place on file the following approved motion made by the Bristol Planning Commission: *to release the following Declaration of Restrictions adopted by the City Council on October 30, 1961 and recorded on the Bristol Land Records Volume 438, Page 513 for 135 Cross Street, Assessor's Map 3, Lot 15: Restriction #2 The use of the premises shall be restricted to industrial manufacturing purposes, and Restriction #7 The right of reversion of title to the City of Bristol at the original purchase price, under certain events. The Planning Commission finds that the restrictions are no longer needed due to changes in the land use approval process and the greater level of scrutiny that development applications now receive.*
13. 135 Cross Street - Cannabis Establishment
 - a. To relieve 135 Cross Street, also known as Lot 15, Assessor's Map 3, from restriction number 2 of the Declaration of Restrictions recorded in Volume 438, page 513 of the City of Bristol land records, and from any rights of reversion as found in paragraphs 7 and 9 of said Declaration; that Corporation Counsel's office prepare a Partial Release for recording on the land records to give effect to this action, and to authorize the Mayor or Acting Mayor to execute said Partial Release.
 - b. To approve the Cannabis Establishment application by Bud's Goods, pursuant to Ordinance section 13-126, to operate as a product manufacturer and packager.
14. Any other matter to come before said meeting
15. Adjournment

Erica Cabiya, Town & City Clerk

FEBRUARY 13, 2024

The regular meeting of the City Council was held on Tuesday, February 13, 2024 in the City Hall Council Chambers, 111 North Main Street at 7:20 p.m. Present: Mayor Caggiano; Council Members Olsen, Panioto, Rosengren, Thibeault, and Tyler. Absent: Council Member Howe.

1. OPENING CEREMONIES

Mayor Caggiano announced that the City received a Certificate from the State of Connecticut Department of Public Health, Office of Emergency Medical Services recognizing Bristol as a “HEARTSafe Community.”

2. APPROVAL OF MINUTES OF REGULAR CITY COUNCIL MEETING HELD ON JANUARY 9, 2024

On motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted: To approve the minutes of the regular City Council meeting held on January 9, 2024.

3. PUBLIC PARTICIPATION – None.

4. ANNOUNCEMENTS

Council members reported on committees, activities, and events.

5. ADOPTION OF CONSENT CALENDAR

On motion of Council Member Rosengren and seconded by Council Member Thibeault, it was unanimously voted: To adopt nine matters as part of the Consent Calendar.

a. New Hire Report For January 2024

Communication received from the Human Resources Department.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To place on file the New Hire Report for the month of January, 2024.

b. Motor Vehicle and Real Estate Tax Refunds In the Amount of \$24,533.41

Request presented from the Tax Collector Bednaz.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To approve the Tax Refunds as follows –

FEBRUARY 13, 2024

Motor Vehicle	\$ 13,283.55
Real Estate	+ <u>11,249.86</u>
Total	\$ 24,533.41

c. Dollar General Literacy Foundation Grant

Communication received from Grants Administrator Leger.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To authorize the Mayor or Acting Mayor to execute any and all documents associated with the application for a grant from Dollar General Literacy Foundation, and to refer the matter to the Board of Finance for any necessary action.

d. Contract 2024-074 Remediation of Brownfield Property at 234 Riverside Avenue

Communication received from Purchasing Agent Rousseau.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To approve Contract 2024-074 Remediation of Brownfield Property at 234 Riverside Avenue with ReNew Riverside LLC in the amount of \$26,150.00 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

e. Amend Contract 2P24-010 Assessment Revaluation Inspection Services

Communication received from Tax Assessor DeNoto.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To amend Contract 2P24-010 Assessment Revaluation Inspection Services for invoicing purposes.

f. Place on File Board of Water Commissioners Letter Not to Purchase Land on Prospect Street

Communication received from Water and Sewer Department

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To place on file a letter stating that the Board of Water Commissioners voted not to purchase Lot R4-1, Map 30 Prospect Street.

FEBRUARY 13, 2024**g. Place on File the Training Report for Land Use Boards and Commissions**

Communication received from City Planner Flanagan.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To place on file the Training Report for Land Use boards and commissions pursuant to C.G.S. Section 8-4c.

h. Authorization to Execute Easement – Wolcott Street (Peck Lane to Witches Rock Road)

Communication received from Public Works Director Rogozinski.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To authorize the Mayor or Acting Mayor to execute any and all documents associated with procuring an easement from Pierce Street Associates (Map 10, Lot 42-13 in the amount of \$21,000) to reconstruct Wolcott Street (Peck Lane to Witches Rock Road). City cost of procuring said easements shall be funded through the LotCip grant, funding construction of the project.

i. Energy Consulting Agreement – NRES Program Development

Communication received from Purchasing Agent Rousseau.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To approve a contract for consulting services relative to NRES program development to Titan Energy – New England Inc., subject to review by the Office of Corporation Counsel and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

6. REPORTS AND COMMITTEE REPORTS

Council Member Tyler stated that Code Enforcement complaints (blight) can now be entered online. Council Member Thibeault spoke about the April closure of the Jerome Avenue bridge. Council Member Rosengren reported that the Board of Education budget will be voted on in March. Council Member Olsen stated that according to the Water Department, City water is tested weekly and meets or exceeds state and federal regulations. Council Member Panioto stated that Covanta is working on remediating the noise originating from their facility.

7. OLD BUSINESS – None.

FEBRUARY 13, 2024**8. NEW BUSINESS**

- a.** Council Member Tyler introduced a fixed stipend for Citation Hearing Officers.

On motion of Council Member Tyler and seconded by Council Member Panioto, it was unanimously voted: That the Citation Hearing Officers, who hear and decide appeals on citation tickets, each be compensated on a fixed stipend of \$2,500 per year instead of being compensated on a case by case basis. Currently, there are two Citation Hearing Officers. In addition to saving some funds from the Code Enforcement budget, it will save administration time and should eliminate any errors in processing. This stipend for the hearing officers shall go into effect in the new fiscal year on July 1, 2024 with each hearing officer being paid on a monthly basis or \$208.33 per month. It was further voted that this matter be referred to the Board of Finance, the Comptroller's Office and the Corporation Counsel's Office to effectuate this motion.

- b.** Council Member Tyler provided an update on 208 Louisiana Ave.

After discussion and amendment, on motion of Council Member Tyler and seconded by Council Member Thibeault, it was unanimously voted to approve the following amended motion: That the City Council direct the Purchasing Agent to issue an RFP (Requests For Proposals) placing public notices and to notify abutting property owners of the city's intention to sell a portion of (.56 acre) of city owned property known as 208 Louisiana Avenue (Stafford School property, Map 48, Lot #190B + 31/4); and to include in the RFP that any and all costs of moving the walking path, and any and all costs associated with selling this .56 acre of land be on the person purchasing this property, and that no cost be on the City of Bristol. Original request having already been approved by the Board of Education and Planning Commission.

9. RESIGNATIONS

The following resignations were presented:

Tracy D. Beland – Commission for Persons with Disabilities

Craig Kazemekas – Board of Finance

Diane Salmoiraghi – Library Board of Directors

Susan L. Tyler – Diversity Council

Joseph Wasta – Transportation Commission

On motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To accept the resignations and send letters of thanks to those who served.

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10. APPOINTMENTS

The following appointments were presented:

Animal Control Building Committee

Chris Hayden – Appointment – No term.
Confirming motion by Council Member Thibeault.
Motion passed in voice vote.

Board of Finance

Michael Massarelli Sr. – Appointment – term to 6/25.
Replaced Craig Kazemekas
Confirming motion by Council Member Panioto.
Motion passed in voice vote.

Commission for Persons with Disabilities

Diane Salmoiraghi – Appointment – term to 6/26.
Replaced Tracy Beland
Confirming motion by Council Member Olsen.
Motion passed in voice vote.

Economic and Community Development

Thomas Hick – Reappointment – term to 2/29.
Confirming motion by Council Member Thibeault.
Motion passed in voice vote.

Board of Fire Commissioners

Harold Kilby – Reappointment – term to 1/27.
Confirming motion by Council Member Olsen.
Motion passed in voice vote.

Board of Library Directors

Thomas Jensen – Appointment – term to 1/25.
Replaced Diane Salmoiraghi
Confirming motion by Council Member Panioto.
Motion passed in voice vote.

Board of Public Works

Michael Dumas – Reappointment – term to 2/27.
Confirming motion by Council Member Thibeault.
Motion passed in voice vote.

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Youth Commission

Miguel Salguero – Appointment – term to 3/25.

Replaced Ramon Peters Jr.

Confirming motion by Council Member Rosengren.

Motion passed in voice vote.

Municipal Agent for the Elderly

Jason Krueger – Appointment – term to 1/28.

Replaced Executive Director Patty Tomascak

Confirming motion by Council Member Tyler.

Motion passed in voice vote.

11. CONTRACT 2P24-030 OWNERS REPRESENTATIVE / CONSTRUCTION OVERSIGHT FOR CONSTRUCTION OF NEW FIREHOUSE 3

- a.** Communication received from Purchasing Agent Rousseau.

On motion of Council Member Thibeault and seconded by Council Member Tyler, it was unanimously voted: To award Contract 2P24-030 Owners Representative / Construction Oversight for Construction of New Firehouse 3 to Downes Construction Company, LLC in the amount of \$193,686.00, and to refer to the Office of Corporation Counsel for contract review, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

12. REFERRALS FROM THE BRISTOL PLANNING COMMISSION PURSUANT TO C.G.S. 8-24

- a.** Communication received from Bristol Planning Commission.

On motion of Council Member Olsen and seconded by Council Member Thibeault, it was unanimously voted: To place on file a positive referral from the Bristol Planning Commission for the proposed sale of municipal property of .56 acres of land, depicted on a sketch map dated 3/31/23 drawn by Robert Green Associates, to be taken from the Stafford School property located at 208 Louisiana Avenue, Assessor's Map 48, Lot 190B & 31-4.

- b.** Communication received from Bristol Planning Commission.

On motion of Council Member Tyler and seconded by Council Member Olsen, it was unanimously voted: To place on file a positive referral from the Bristol Planning Commission for the proposed sale of municipal property across Mix Street, at Prospect Street Map 30, Lot 4-1, excluding the easternmost section of approximately 300 (+ -) linear feet as well as any means of access to residential properties along the easternmost portion.

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13. PUBLIC WORKS DEPARTMENT PROPERTY REFERRAL – MAP 30, LOT R4-1 PROSPECT STREET

- a. Communication received from Public Works Director Rogozinski.

On motion of Council Member Rosengren and seconded by Council Member Tyler, it was unanimously voted: To maintain possession of the eastern 300 ft. section of Map 30, Lot R4-1 Prospect Street for City use per recommendation of the Board of Public Works.

14. RESOLUTION – NOMINATION OF SUCCESSOR TRUSTEE TO THE CITY’S 457 PLAN TRUST

- a. Communication received from Assistant Corporation Counsel Conlin.

On motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted: To adopt the Resolution appointing Diane Waldron, Comptroller, as the Successor Trustee of the Plan Trust.

The Resolution reads as follows:

BE IT RESOLVED, that pursuant to Section Thirteen of the City of Bristol section 457 Plan Trust dated January 1, 2006, The City hereby appoints Diane Waldron as the Successor Trustee of the Plan Trust, replacing Glen Klocko, effective this date, February 9, 2024.

A roll call vote was taken:

YES

NO

ABSTAIN

Council Member Olsen

“ ” Panioto

“ ” Rosengren

“ ” Thibeault

“ ” Tyler

Mayor Caggiano

MOTION ADOPTED: YES – 6; NO – 0; ABSTAIN – 0.

FEBRUARY 13, 2024**15. CONTRACTS**

- a.** Communication received from Public Works Director Rogozinski.

On motion of Council Member Tyler and seconded by Council Member Olsen, it was unanimously voted: To authorize the Mayor to sign any and all documents required to execute a contract amendment to Contract 2P20-046 The Design & Preparation of Construction Documents for the Jerome Avenue Bridge across the Freeman Hill Brook to include construction administration and inspection services. Said contract amendment will increase the contract \$266,274.49 from \$176,628.50 to \$442,902.99.

- b.** Communication received from Purchasing Agent Rousseau.

On motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To award Contract 2C24-061 Replacement of Bridge 04091 Jerome Avenue over Freeman Hill Brook to PJF Construction Corp. in the amount of \$2,615,311.16 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

- c.** Communication received from Purchasing Agent Rousseau.

On motion of Council Member Rosengren and seconded by Council Member Thibeault, it was unanimously voted: To award Contract 2C24-062 Exterior Glulam Beam Repairs at Page Pavilion to L.R.M. Construction Services LLC in the amount of \$307,993.00 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

- d.** Communication received from Purchasing Agent Rousseau

On motion of Council Member Olsen and seconded by Council Member Panioto, it was unanimously voted: To award Contract 2C24-033 Construction of Hope Street Parking Garage Facility to D'Amato Construction Company, Inc. in the amount of \$7,830,141.45 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

16. GRANTS

- a.** Communication received from Grants Administrator Leger.

On motion of Council Member Olsen and seconded by Council Member Panioto, it was unanimously voted: To approve submission of a grant application in the amount of \$1,930,000 to the CT Department of Energy and Environmental Protection's Outdoor Recreation and Legacy Partnership Program, with a City match of \$1,930,000; to authorize the Mayor or Acting Mayor

FEBRUARY 13, 2024

to execute any and all documents related to this grant, and to refer the matter to the Board of Finance for any necessary action.

b. Communication received from Grants Administrator Leger.

On motion of Council Member Panioto and seconded by Council Member Tyler, it was unanimously voted: To approve submission of an application to the FEMA Assistance to Firefighters Grant Program, for up to \$600,000 with a requested City match of up to \$60,000 for a total project cost of up to \$660,000; to authorize the Mayor to execute any and all documents associated with the application, contract, and regular reporting to FEMA if awarded; and to refer the matter to the Board of Finance for any necessary action.

c. Communication received from Assistant Corporation Counsel.

On motion of Council Member Thibeault and seconded by Council Member Olsen, it was unanimously voted: To approve a grant agreement between the City of Bristol and Bristol Health in the amount of \$124,000 to fund the Bristol Health Safety and Security Infrastructure for Enhanced Treatment of Substance Misuse.

d. Communication received from Public Works Director Rogozinski.

On motion of Council Member Olsen and seconded by Council Member Rosengren, it was unanimously voted: To authorize the Mayor or Acting Mayor to sign a contract amendment with NRCS associated with an Emergency Watershed Protection Floodplain Easement (EWPP - FPE) Grant increasing NRCS funding from \$21,450 to \$383,543.

17. MAINTENANCE OF AMBLER ROAD, GRASSY ROAD, ARNOLD COURT, AND BURLINGTON AVENUE

a. Communication received from Public Works Director Rogozinski.

On motion of Council Member Tyler and seconded by Council Member Thibeault, it was unanimously voted: To authorize the Department of Public Works to continue in perpetuity the current policy of providing full Department of Public Works services to Ambler Road, Grassy Road, Arnold Court, and Burlington Avenue (house numbers 131 to 149).

FEBRUARY 13, 2024

18. EXECUTIVE SESSION TO DISCUSS AND TAKE ANY ACTION AS NECESSARY ON MATTER OF DANIEL DZIS VS. CITY OF BRISTOL, WCC FILE #: 601092757

At 8:10 p.m., on motion of Council Member Olsen and seconded by Council Member Rosengren, it was unanimously voted: To convene into Executive Session to review Daniel Dzis v. City of Bristol, WCC File #: 601092757.

Present to discuss the matter of Daniel Dzis v. City of Bristol: Mayor Caggiano; Council Members Olsen, Panioto, Rosengren, Thibeault, and Tyler; Corporation Counsel Krawiecki; and Assistant Corporation Counsels Conlin, Steeg, and Matney.

Discussion was held. No votes were taken.

At 8:20 p.m., on motion of Council Member Thibeault and seconded by Council Member Rosengren, it was unanimously voted: To reconvene into Public Session.

On motion of Council Member Tyler and seconded by Council Member Olsen, it was unanimously voted: To enter into a full and final settlement in the matter of Daniel Dzis v. City of Bristol, WCC File #: 601092757 for any and all workers' compensation claims filed by Daniel Dzis for the total amount of One Hundred & Thirty Five Thousand (\$135,000) Dollars. The dates of these claims are listed below, but are not limited to the following:

January 15, 2004	April 3, 2007	December 3, 2010
October 26, 2004	October 24, 2007	November 3, 2013
April 13, 2005	October 31, 2008	June 22, 2016
May 20, 2005	May 12, 2009	October 3, 2018
December 12, 2005	August 21, 2009	February 27, 2020

It was further voted that the Mayor, Acting Mayor, Corporation Counsel or Assistant Corporation Counsel be authorized to execute the Full and Final Settlement.

19. OTHER BUSINESS – None.

20. ADJOURNMENT

At 8:22 p.m., on motion of Council Member Tyler and seconded by Council Member Rosengren, it was unanimously voted: To adjourn.

ATTEST: _____

Erica Cabiya
Town & City Clerk

WATER DEPARTMENT
NEW HIRE REPORT
2/1/2024 TO 2/29/2024

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>CITY</u>	<u>HIRE DATE</u>	<u>SALARY</u>		<u>UNION</u>	<u>STATUS</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>
MANCINI	JAKE	BRISTOL	02/05/2024	\$ 26.47	PER HOUR	LOCAL 1338	FT	WATER DEPARTMENT	SEMI-SKILLED CRAFTSMAN

TOTAL: 1

NEW HIRE REPORT
2/1/2024 TO 2/29/2024

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>CITY</u>	<u>HIRE DATE</u>	<u>SALARY</u>		<u>UNION</u>	<u>STATUS</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>
BROWN	AUSTIN	BRISTOL	02/14/2024	\$ 24.76	PER HOUR	LOCAL 1338	FT	PUBLIC WORKS	LABORER SOLID WASTE
ESTRADA	AMARIS	BRISTOL	02/26/2024	\$ 28.03	PER HOUR	LOCAL 233	FT	PARK DEPARTMENT	ASSISTANT TO SUPERINTENDENT
HEBERT	ZACHARY	UNIONVILLE	02/26/2024	\$ 22.54	PER HOUR	LOCAL 233	FT	LIBRARY - MAIN	REFERENCE ASSISTANT
MISHOL	MICHAEL	LONGMEADOW	02/13/2024	\$ 29.91	PER HOUR	LOCAL 233	FT	POLICE COMMUNICATION	PUBLIC SAFETY DISPATCHER
THEAM	MARIA	BRISTOL	02/20/2024	\$ 24.12	PER HOUR	LOCAL 233	FT	CORPORATION COUNSEL	ADMIN ASSISTANT LEGAL
CANDELARIA	ALMANDO	BRISTOL	02/01/2024	\$ 16.09	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	INTERN YOUTH & COMM SRVS
BEDNAZ	PATRICIA	TERRYVILLE	02/06/2024	\$ 28.11	PER HOUR	NON-BARG	TP	FIRE DEPARTMENT	TEMPORARY WORKER

TOTAL: 7

RECEIVED
 2024 MAR - 4 AM 10:06
 TOWN AND CITY CLERK
 BRISTOL, CT



RECEIVED

2024 MAR -7 AM 8:58

TOWN AND CITY CLERK
BRISTOL, CT

DATE: March 7, 2024

Tax Collector's Office | 860.584.6270

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

I hereby request refunds to the following tax accounts listed below for the reasons stated.

CURRENT LIST YEAR		SUPPLEMENTAL MOTOR VEHICLE			
NAME	LIST NUMBER	TAX	INT	FEES	TOTAL
ADORNO, MARCUS	2022-04-0400115	\$ 173.30			\$ 173.30 OVERPAYMENT
HONDA LEASE TRUST	2022-04-0403606	\$ 360.35			\$ 360.35 VEHICLE SOLD
TOTAL		\$ 533.65	\$ -	\$ -	\$ 533.65

CURRENT LIST YEAR		MOTOR VEHICLE			
NAME	LIST NUMBER	TAX	INT	FEES	TOTAL
ALLY FINANCIAL	2022-03-0348779	\$ 122.31			\$ 122.31 LEASE SOLD
ALLY FINANCIAL	2022-03-0348829	\$ 186.26			\$ 186.26 VEHICLE SOLD
ALLY FINANCIAL	2022-03-0348777	\$ 218.40			\$ 218.40 VEHICLE SOLD
BELL, GARY	2022-03-0303439	\$ 97.63	\$ 1.91		\$ 99.54 VEHICLE SOLD
CCAP AUTO LEASE LTD	2022-03-0308088	\$ 83.64			\$ 83.64 VEHICLE SOLD
FORD CREDIT	2022-03-0306463	\$ 324.50			\$ 324.50 DMV ERROR
HONDA LEASE TRUST	2022-03-0321286	\$ 537.40			\$ 537.40 VEHICLE SOLD
HONDA LEASE TRUST	2022-03-0321133	\$ 500.11			\$ 500.11 BOUGHT LEASE
HONDA LEASE TRUST	2022-03-0321221	\$ 566.91			\$ 566.91 BOUGHT LEASE
HYUNDAI LEASE TITLING TRUST	2022-03-0321922	\$ 461.13			\$ 461.13 VEHICLE SOLD
HYUNDAI LEASE TITLING TRUST	2022-03-0321920	\$ 372.40			\$ 372.40 VEHICLE SOLD
JP MORGAN CHASE BANK	2022-03-0323381	\$ 348.39			\$ 348.39 BOUGHT LEASE
KUSTRA, JOZEF	2022-03-0325149	\$ 422.20			\$ 422.20 VEHICLE SOLD
LAPRISE, BRIAN	2022-03-0325848	\$ 80.34			\$ 80.34 OWNERSHIP CHANGE
LIMA, MARIANNA	2022-03-0327092	\$ 430.54			\$ 430.54 TOTAL LOSS
LINDQUIST, JOAN & RICHARD	2022-03-0327135	\$ 8.68			\$ 8.68 VEHICLE SOLD
NISSAN INFINITI LT LLC	2022-03-0334011	\$ 299.10			\$ 299.10 VEHICLE SOLD
NISSAN INFINITI LT LLC	2022-03-0334032	\$ 400.62			\$ 400.62 BOUGHT LEASE
NISSAN INFINITI LT LLC	2022-03-0333808	\$ 440.83			\$ 440.83 BOUGHT LEASE
NISSAN INFINITI LT LLC	2022-03-0333813	\$ 199.40			\$ 199.40 OWNERSHIP CHANGE
NISSAN INFINITI LT LLC	2022-03-0333867	\$ 355.27			\$ 355.27 BOUGHT LEASE
NISSAN INFINITI LT LLC	2022-03-0333730	\$ 713.05			\$ 713.05 VEHICLE SOLD
PITTMAN, LAWRENCE	2022-03-0337627	\$ 142.01			\$ 142.01 REG. OUT OF STATE
RECHENBERG, JOHN & SUSAN	2022-03-0339220	\$ 232.39			\$ 232.39 TRADE IN
STGERMAIN, HOLLIS	2022-03-0345245	\$ 195.27	\$ 11.71		\$ 206.98 TOTAL LOSS
VW CREDIT LEASING LTD	2022-03-0349548	\$ 480.74			\$ 480.74 RETURN LEASE
VW CREDIT LEASING LTD	2022-03-0349526	\$ 469.06			\$ 469.06 VEHICLE SOLD
TOTAL		\$ 8,688.58	\$ 13.62	\$ -	\$ 8,702.20

City of Bristol

111 North Main Street

Bristol, CT 06010

www.bristolct.gov

PRIOR LIST YEAR

<u>NAME</u>	<u>LIST NUMBER</u>	<u>TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>	
BRISTOL, JONATHAN	2020-03-0305511	\$ 116.62			\$ 116.62	OVERPAYMENT
GALLARDO-DIAZ, WALTER	2021-03-0316553	\$ 86.34	\$ 25.90	\$ 16.84	\$ 129.08	VEHICLE SOLD
HOLMSTROM, ELIZABETH	2021-03-0320684	\$ 18.14	\$ 0.63		\$ 18.77	OVERPAYMENT
HYUNDAI LEASE TITLING TRUST	2021-03-0321482	\$ 569.67			\$ 569.67	VEHICLE SOLD
HYUNDAI LEASE TITLING TRUST	2020-03-0321374	\$ 316.65			\$ 316.65	VEHICLE SOLD
MARTIN, MARY	2021-03-0328945	\$ 25.84			\$ 25.84	OWNERSHIP CHANGE
SMITH, FREDERICK	2020-03-0342945	\$ 34.13	\$ 2.05		\$ 36.18	TRADE IN
SZTEMBERG, GRZEGORZ	2020-03-0344545	\$ 93.50			\$ 93.50	VEHICLE SOLD
TOTAL ACCESS LLC	2020-03-0345905	\$ 107.84			\$ 107.84	VEHICLE SOLD
ZEBROWSKI, RAYMOND	2020-03-0350149	\$ 25.31			\$ 25.31	TRADE IN
TOTAL		\$ 1,394.04	\$ 28.58	\$ 16.84	\$ 1,439.46	

CURRENT LIST YEAR

<u>NAME</u>	<u>LIST NUMBER</u>	<u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>	<u>REASON</u>
CORDEIRO, NICHOLAS	2022-02-0200820	\$ 130.20			\$ 130.20	OVERPAYMENT
HARTFORD COUNTY TATTOO	2022-02-0200986	\$ 218.37			\$ 218.37	OVERPAYMENT
TOTAL		\$ 348.57	\$ -		\$ 348.57	

CURRENT LIST YEAR

<u>NAME</u>	<u>LIST NUMBER</u>	<u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>	<u>REASON</u>
562 FARMINGTON AVE LLC	2022-01-0100219	\$ 4,122.59			\$ 4,122.59	OVERPAYMENT
BOYKO, TERRI	2022-01-0102442	\$ 162.98			\$ 162.98	OVERPAYMENT
CAINES, LIZ	2022-01-0104576	\$ 43.50			\$ 43.50	OVERPAYMENT
CAZZETTA , PAULINE & JOHN	2022-01-0103647	\$ 2,302.96			\$ 2,302.96	OVERPAYMENT
FORTIER, NORMAN JR	2022-01-0106975	\$ 500.00			\$ 500.00	SENIOR CREDIT
GEORGOPOULOS FAMILY LLC	2022-01-0107547	\$ 10.00			\$ 10.00	OVERPAYMENT
HOGAN, LINDA	2022-01-0108944	\$ 500.00			\$ 500.00	SENIOR CREDIT
LAGASSE, JOSEPH	2022-01-0110680	\$ 68.19			\$ 68.19	OVERPAYMENT
MCCREESH, ROBERT & BRANDY	2022-01-0112728	\$ 943.21			\$ 943.21	OVERPAYMENT
MORROCCO, JASON & TRACY	2022-01-0113680	\$ 125.19			\$ 125.19	OVERPAYMENT
NEGRON, SIMON	2022-01-0113992	\$ 500.00			\$ 500.00	SENIOR CREDIT
PINETTE, JEANNINE	2022-01-0115550	\$ 500.00			\$ 500.00	SENIOR CREDIT
RABOIN, JAMES	2022-01-0116077	\$ 2,935.00			\$ 2,935.00	OVERPAYMENT
RAINE	2022-01-0113245	\$ 2,431.49			\$ 2,431.49	OVERPAYMENT
SIMPSON, ROBERT E	2022-01-0118139	\$ 500.00			\$ 500.00	SENIOR CREDIT
SMITH, JARED	2022-01-0118983	\$ 1,525.39			\$ 1,525.39	OVERPAYMENT
SOLDAVINI, BRIGID	2022-01-0109190	\$ 1,478.11			\$ 1,478.11	OVERPAYMENT
SZYMANOWSKI, PAWEL	2022-01-0119062	\$ 83.06			\$ 83.06	OVERPAYMENT
TOTAL		\$ 18,731.67	\$ -	\$ -	\$ 18,731.67	

PRIOR LIST YEAR

<u>NAME</u>	<u>LIST NUMBER</u>	<u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>	<u>REASON</u>
SKUBISZ, RENATA	2021-01-0118195	\$ 1,539.35			\$ 1,539.35	OVERPAYMENT
TOTAL		\$ 1,539.35	\$ -	\$ -	\$ 1,539.35	

TOTAL ALL MOTOR VEHICLE	\$ 10,675.31
TOTAL PERSONAL PROPERTY	\$ 348.57
TOTAL ALL REAL ESTATE	\$ 20,271.02
GRAND TOTAL ALL COLLECTIONS	\$ 31,294.90

RESPECTFULLY,



JENNIFER COLE
DEPUTY TAX COLLECTOR



Memo: C.G.S. Sect. 8-24 Referral for City Council Agenda

From: Sarah Larson, Deputy Superintendent of Parks, Recreation, Youth and Community Services (S)

To: Erica Cabiya, CCTC

CC: Jeffrey Steeg, Asst. Corporation Counsel; Jennifer Lishness; Josh Medeiros, Superintendent of Parks, Recreation, Youth and Community Services

February 14, 2024

Bristol Parks, Recreation, Youth and Community Services is pursuing accessibility improvements at Memorial Boulevard funded by the American Rescue Plan Act. These improvements are recommended by the Bristol Veterans Council and were approved by the Board of Park Commissioners at the regularly scheduled January 17, 2024 meeting. Please find below a request to be included in the consent agenda of the March 2024 City Council Agenda:

To refer Map 30, Lot 115 and Map 30A Lot 18 Memorial Boulevard to the Planning Commission for a C.G.S. Sect. 8-24 Report at the request of the Parks, Recreation, Youth, and Community Services Department for the Memorial Boulevard ARPA Improvement Project.

As always, please let me know if you have any questions.

RECEIVED
2024 FEB 14 PM 4:03
JOHN AND CITY CLERK
BRISTOL, CT

5d.

EDWARD C. KRAWIECKI, JR.
CORPORATION COUNSEL

THOMAS W. CONLIN
ASSISTANT CORPORATION COUNSEL

JEFFREY R. STEEG
ASSISTANT CORPORATION COUNSEL

SCOTT MATNEY
ASSISTANT CORPORATION COUNSEL

NOELLE BATES
LEGAL ADMINISTRATOR

MARIA THEAM
LEGAL ADMINISTRATIVE ASSISTANT



City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

MEMORANDUM

CITY HALL
111 NORTH MAIN STREET
BRISTOL, CONNECTICUT 06010
Tel. (860) 584-6150

RECEIVED
2024 FEB 28 AM 11:01
TOWN AND CITY CLERK
BRISTOL, CT

TO: Erica Cabiya, Town and City Clerk

FROM: Thomas W. Conlin, Assistant Corporation Counsel *mc*

DATE: February 28, 2024

RE: Pointman Embedded Safety Solutions Agreement

CC: Mark Penney, Human Resources

Erica, would you kindly include the following on the consent agenda for the City Council meeting of March 12, 2024?

1. To approve the agreement between the City of Bristol and Pointman Safety Consulting, and to authorize the Mayor or acting mayor to execute the agreement on behalf of the City of Bristol.

The Pointman agreement is attached. Thank you.

Attachments

Equal Opportunity Employer

Embedded Safety Solution

City of Bristol



Submitted By:

Ryan Wells
Pointman Safety
9 Business Park Dr. Unit 9
Branford, CT 06405
Ryan@pointmansafety.com
203 980 0419

Master Service Agreement must be executed to proceed with services noted in this proposal.

Embedded Safety Solution

City of Bristol

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Pointman Embedded Safety Solution:	4
How it Works:	5
Initial Risk Assessment:	5
Organization Immersion:	5
PPE Procurement:	8
Service Tiers:	8

Master Service Agreement must be executed to proceed with services noted in this proposal.

Embedded Safety Solution

City of Bristol

Overview

Embedded Safety/Risk Solution

Pointman Safety is an all-inclusive safety / risk management and personal protective equipment provider to the manufacturing, construction, distribution, general industry, fleet based, and public / municipal sectors. The Pointman staff includes Certified Safety Professionals, Site Safety Managers, Industrial Hygienists, FMCSA / Fleet Safety Consultants, Training Providers, and Product Specialists.

Our mission is to engage your workforce on all levels to influence the inherent value of safety ingrained in your employees. Pointman's safety technologies, products, and expertise cohesively link empowering businesses to achieve effective and actionable workplace safety. All workers want to be safe on a human behavioral level, however lack motivation, skills, training, and discipline in some cases. Building from your current safety program we will bring clarity to OSHA and other regulatory standards, focus on loss causes (leading and lagging indicators), identify hazards, coach workers onsite, and provide formal recommendations. Our team will guide key staff to develop safety action items which impact safety leadership and employee involvement.

A serious injury/ fatality or rash of smaller less severe injuries can negatively impact your business in a blink. Injuries will have a direct impact on workers compensation premium as well as indirect cost such as temporary workers, bidding disqualifications, overtime, retraining, OSHA fines, poor morale, lost production time, product/ equipment damage, negative public exposure, reputational risk, legal fees, and runaway workers compensation claims administration.

We offer companies a unique opportunity to move beyond reactionary safety when an injury occurs, OSHA shows up, or workers comp insurer pressures. Pointman brings structure to workplace safety to embrace a high degree of management support and employee involvement, quality worksite hazard analysis, hazard prevention programs, and comprehensive safety and health training for your employees.

Hazard risk with negative consequence impedes a company's full potential and profitability. When companies are at their safest; they get to operate on their terms to fully execute their mission.

Thank you,



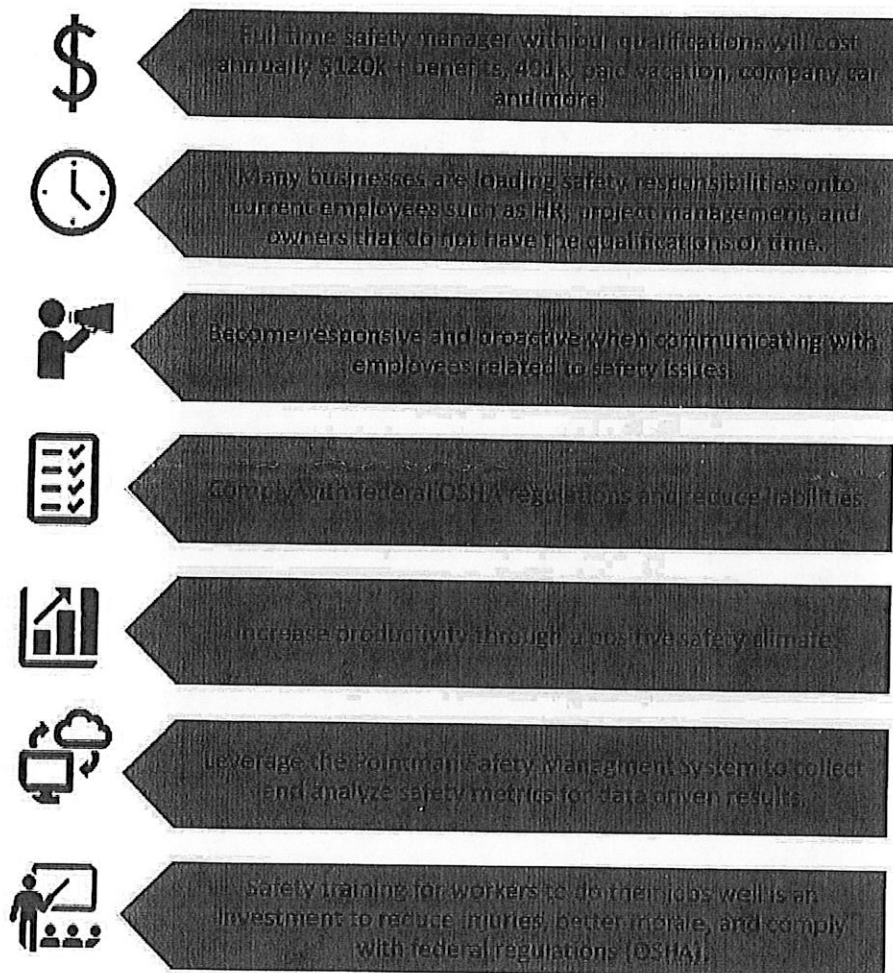
Ryan Wells
Pointman Safety
President

Master Service Agreement must be executed to proceed with services noted in this proposal.

Pointman Embedded Safety Solution:

The economic climate and newly emerging business disruptions have dismantled organizational charts and employee workspaces, shifted business functions to alternate departments /employees, and requires extreme focus on workplace safety.

Our Pointman Safety Professionals become your trusted safety advisors that will deliver safety excellence.



Master Service Agreement must be executed to proceed with services noted in this proposal.

How it Works:

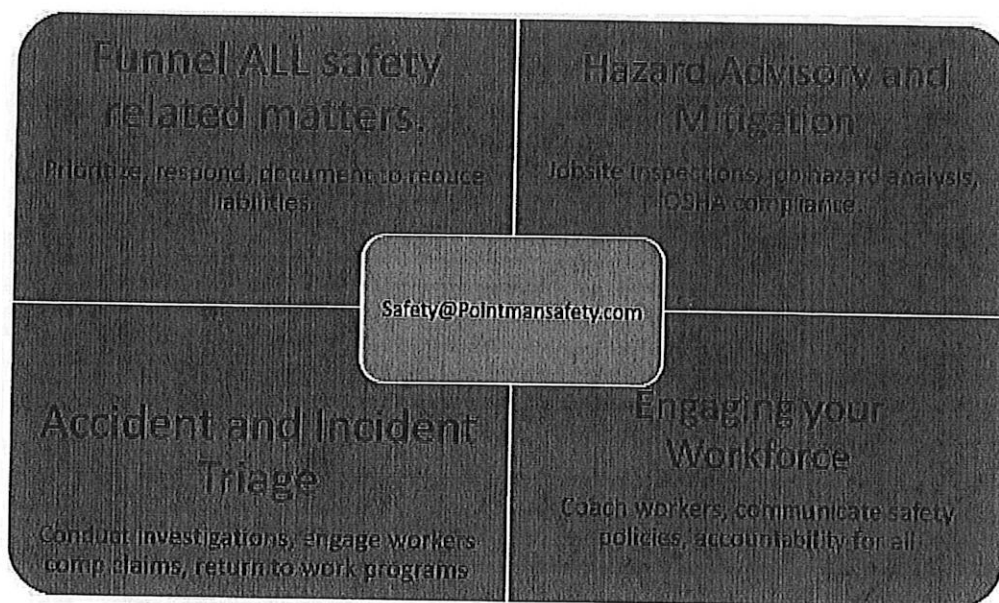
Pointman becomes embedded in your organization as your “full-time safety and risk professional”. We learn your specific business operations from an initial risk assessment and develop a strategic safety management program for your team. Pointman allocates a predetermined number of hours each month to actively manage your safety program. We offer several different services that are included, but how those hours are allocated is determined collectively between you and Pointman.

Initial Risk Assessment:

Once we've partnered, your Pointman Safety Professional conducts an initial risk assessment of your current operation, written program and insurance policies to identify any gaps from a compliance, coverage and injury prevention perspective. A report is generated identifying all the positive findings along with areas of improvement and recommended corrective actions. This serves as a baseline to identify and prioritize what our team should focus on. The risk assessment is updated at least annually and shared with management to drive continual improvement within the organization.

Organization Immersion:

Your Pointman Safety Professional fits within your current organizational structure once the initial assessment is complete. All safety communications within your organization are predetermined and consistent once directed by management. We quickly adapt and integrate within your organization to seamlessly communicate as if one of your employees.



Master Service Agreement must be executed to proceed with services noted in this proposal.

Embedded Safety Solution

City of Bristol

Core Service Details:

Manage OSHA record keeping	OSHA 300 logs, accident investigation, corrective action implementation. Quarterly trending and analysis of injuries, incidents, WC claims, and near misses. EMR (experience modification rating) analysis.
Maintain written safety manual	Establish health and safety policies to comply with OSHA and industry best practices for injury prevention.
Site specific safety plans/ JHA (job hazard analysis) development	Develop site specific safety plans and JHA's
Facility safety inspections	Conduct facility safety inspections through IA Auditor safety management software. Generate documented report with observations, positive/negative findings, and corrective actions. Track corrective action progress to closure.
Jobsite safety inspections	Conduct jobsite safety inspections through IA Auditor safety management software. Generate documented report with observations, positive/negative findings, and corrective actions. Track corrective action progress to closure.
OSHA PPE hazard assessment	Complete OSHA 1910.132(d) written hazard assessment. Provide PPE and promote compliance of PPE program.
Employee communication toolbox talk program	Provide company and industry specific toolbox talks for supervisors to deliver each week. Deliver toolbox talk content on monthly basis to ensure supervisors are engaging workers through this program.
Employee new hire orientation	Update and streamline new hire orientation content.
Manage health and safety committee to comply with CT C.G.S. Section 31-40v	Chair committee, establish quarterly agenda, maintain minutes and follow up action items.
Employee training	Establish and deliver an employee safety training program to comply with OSHA and industry best practices. Establish electronic tracking of training records.
Employee safety coaching	Work directly with workforce to coach and promote a positive safety culture.
Safety incentive program	Develop a workplace safety incentive program to promote health and safety. Establish goals and track effectiveness of program.
Insurance Program Management (optional)	Pointman reviews and fully understands your insurance coverages and exclusions. Having a boots on the ground "insurance risk manager" helps: • Close gaps in coverage. • Identify missed credits available • Identify new insurance markets or alternative insurance structures that can result in long term premium savings.
Industrial Hygiene Services	Industrial Hygiene Sampling *Lab analysis and equipment rental fees would be an additional cost.
Safety ON CALL	On call for ALL safety related issues (OSHA compliance, accident investigation, near miss response, task hazard analysis, safety document reviews, project kick offs).

Master Service Agreement must be executed to proceed with services noted in this proposal.

POINTMAN Products Services Forms Urgent Care Map ...

Pointman Safety Member

Companies
Toolbox Talk Content
Toolbox Talks
Jobsites
SDS
Feed
Members

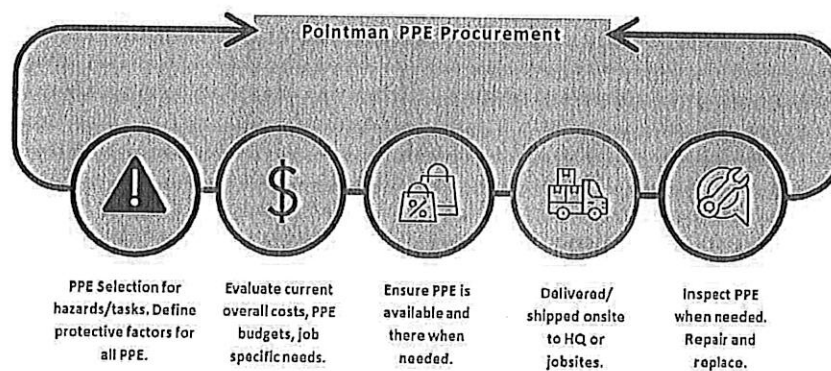
Service Records Billing View Certifications JHA/SSSP SDS Incidents Jobsites Jobsite SDS ...

+ Create new IF Sort Download Filter Search

	ID	Company	Category
1 View/Edit	East River #1792 (Safety Ins): Shop/facili	East River Energy	Safety Insp
2 View/Edit	East River #1791 (Safety Ins): Shop/facili	East River Energy	Safety Insp
3 View/Edit	Town of No #1618 (Safety Com): 01 safety	Town of North Brimford	Safety Proce

PPE Procurement:

We have committed to knowing the products as if we produce them ourselves. Our commitment to product knowledge and safety expertise can help you optimize your safety program to work efficiently, prevent injuries, streamline the purchasing process, and reduce overall costs. Our team will complete an initial evaluate of your current PPE in use to determine proper selection, use, brands, stocking, and costs. Pointman PPE is provided at reduced costs for all service clients.



Master Service Agreement must be executed to proceed with services noted in this proposal.

Embedded Safety Solution

City of Bristol

Service Tiers:

Embedded Safety/Risk Coordinator	Embedded Safety/Risk Manager	Embedded Safety/Risk Director
• Initial Safety/Risk Assessment • Up to 10 hours of Additional Core Services • Pointman Command Portal Access \$1750 per month	• Initial Safety/Risk Assessment • Up to 20 hours of Additional Core Services • Dedicated email address • Pointman Command Portal Access \$3200 per month	• Initial Safety/Risk Assessment • Up to 35 hours of Additional Core Services • Dedicated email address • Pointman Command Portal Access \$5300 per month

Master Service Agreement must be executed to proceed with services noted in this proposal.

Master Service Agreement

Pointman Safety Consulting



Master Service Agreement

Pointman Safety Consulting LLC

Document Sender: Tom Doyle

Signer: Mark Penney

Date:

Master Service Agreement

Pointman Safety Consulting

THIS AGREEMENT, made and entered into on date: _____, by and between “Pointman Safety Consulting”, (hereinafter referred to as “PSC”) and _____ Town _____, having their principal address located at; _____ Address _____ (hereinafter referred to as “CLIENT”), in consideration of the mutual covenants contained herein, the parties agree as follows:

The CLIENT hereby engages "PSC" and "PSC" hereby agrees to perform consulting services as assigned. The Basic Consulting Services offered by "PSC" are set forth on Exhibit A attached hereto.

This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year from the Effective Date (the "Initial Term"). The Initial Term shall automatically renew in successive one (1) year periods (each, a "Renewal Term"), unless either Party notifies the other Party in writing at least thirty (30) days' prior to the end of the Initial Term or applicable Renewal Term (the Initial Term and the Renewal Term(s) being the "Term"). Any expiration or termination of this Agreement shall not relieve either Party from its responsibilities prior to such expiration or termination.

SECTION 1: INDEPENDENT CONSULTANT STATUS.

SECTION 1.1. Except as may otherwise be noted herein, "PSC" shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this AGREEMENT. It is specifically understood that, irrespective of any assignability provisions, "PSC" may retain subcontractors to perform services usually performed by subcontractors and should "PSC" determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so.

SECTION 2: SCOPE OF WORK:

SECTION 2.1. This AGREEMENT is a general service Agreement between the parties that shall provide for the general terms and conditions of their agreement. Services offered by "PSC" are set forth on Exhibit A attached here too. CLIENT shall assign specific work projects to "PSC", and upon "PSC" acceptance of the work project, the parties shall enter into an amendment or task order, with the terms thereof set forth therein, and each such task order shall be accomplished in accordance with its terms and the terms and conditions of this AGREEMENT. All task order costs will be provided to owner and agreed upon prior to start of work.

SECTION 3: INTEGRATION.

SECTION 3.1. This AGREEMENT comprises a final and complete repository of understanding between CLIENT and "PSC". It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. Acceptance of this AGREEMENT as provided for below signifies that each party has read the document thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. CLIENT and "PSC" agree that modifications to this AGREEMENT shall not be binding unless made, in writing, and signed by an authorized representative of each party.

SECTION 4: GOVERNING LAW.

SECTION 4.1. The laws of the State of CT shall govern the validity of this AGREEMENT, its

Master Service Agreement

Pointman Safety Consulting

interpretation and performance and remedies for contract breach or any other claims related to this AGREEMENT.

SECTION 5: STANDARD OF CARE.

SECTION 5.1. Services performed by "PSC" under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by Safety and Risk Management Professionals currently practicing in the same locality under similar conditions.

SECTION 5.2: It is understood by the parties hereto that "PSC" is not OSHA, MSHA, FMCSA, nor affiliated with OSHA, MSHA, FMCSA nor is it a compliance officer of OSHA, MSHA, FMCSA.

SECTION 6: COMPLIANCE WITH CODES AND STANDARDS.

SECTION 6.1. "PSC" professional services shall be consistent with sound Safety Professional practices.

SECTION 6.2: The parties understand that "PSC" makes no representation that it will advise CLIENT of all violations that may be observed.

SECTION 6.3: The parties hereto recognize and agree that it shall be the sole duty and responsibility of CLIENT to comply with all federal, state and local laws, regulations, codes and standards.

SECTION 6.4: Observation and consulting services shall not include any supervision or direction of the actual work of the Client, its employees or agents, performance of which shall remain the sole and exclusive obligation of the Client, its other consultants, contractors or subcontractors.

Section 6.5: The presence of "PSC" at any projects or work sites or providing consulting services under this Agreement will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations. Furthermore, "PSC" assumes no responsibility for management or control of the safety practices of Client or for the implementation of proposed recommendations.

Section 6.6: Neither "PSC" consultation services or issuance of reports constitute any determination or warranty by "PSC" that the workplace, operations, work environment, processes, machinery, equipment, or work tasks are safe or healthful or in compliance with any federal, state, or local laws and regulations. Lastly, Client acknowledges that "PSC" has no control or supervision over the means or methods utilized by Client or any subcontractors, any general contractor, any construction manager or owner at the Project work site to maintain a safe work site or to correct any safety hazards. Client agrees that each such other party will be solely responsible for its own working conditions and related safety on the site.

SECTION 7: INFORMATION PROVIDED BY OTHERS.

SECTION 7.1. "PSC" shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to "PSC" such information as is available to CLIENT. CLIENT recognizes that it is impossible for "PSC" to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.

SECTION 7.2. Accordingly, CLIENT waives any claim against "PSC" for injury or loss allegedly arising from errors, omissions or inaccuracies in documents or other information provided to "PSC" by CLIENT.

SECTION 8: BILLING AND PAYMENT.

SECTION 8.1. CLIENT shall pay "PSC" for services performed in accordance with the rates and charges set forth exhibit A. Invoices will be submitted by "PSC" and shall send the same to CLIENT within a reasonable period after the issuance of any new task order and such invoices shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify "PSC" within fifteen (15) calendar days of the invoice date, identify

Master Service Agreement

Pointman Safety Consulting

the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. An interest charge of 2% per month will be charged on all invoices outstanding for 30 days or more. Client will be billed monthly. All additional task orders will be billed upon completion of service.

When applicable, invoices will include Connecticut Sales Tax. The Connecticut rate is imposed on professional services and purchases of supplies and/or equipment. If new or additional State Taxes are levied, then, the rates will be adjusted as prescribed by law. The Client shall be responsible for Sales or Use Taxes imposed by any other State. These Taxes are not included in the cost of this proposal.

Contract Cancellation Policy - Cancellation of a duly executed contract can cause severe impact upon PSC. In the event of a client's cancellation of a contract, the Client agrees to reimburse PSC for all charges and expenses that were charged against the contract before notification of cancellation. The Client also agrees to reimburse PSC for reasonable charges involved in lost time and expenses incurred due to the cancellation. These reasonable charges are not to exceed 25% of the initial contract price.

SECTION 9: INDEMNIFICATION

The Client shall fully indemnify, defend and hold harmless "PSC" and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Client, and This obligation shall further apply to: (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Client or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties"); (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Clients Parties' Acts concerning its or their duties and obligations as set forth in this contract, and; (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Clients or any Clients Parties.

SECTION 10: PROFESSIONAL RESPONSIBILITY

"PSC" agrees that it will provide, in connection with work performed, the professional standards of care, skill, and diligence normally provided with respect to similar professional services. Client agrees that "PSC"'s services require decisions which are based upon judgment, including, without limitation, the economic feasibility of alternate designs, and that there may be alternative means to achieve the same ends. When feasible, "PSC" will advise Client of those alternatives and Client will make the final decision on how to proceed. "PSC" will perform services in accordance with generally accepted practices prevailing for similar tasks at the same time in the same locale under like circumstances and Client accepts "PSC" decisions, and agrees that "PSC" services are provided without any warranty, expressed or implied. All work, and Client relationships, shall be conducted in a professional manner. "PSC" site presence on site is not meant to imply or infer that there are no hazards and/or exposures in existence, and "PSC" will not assume liability for those. "PSC" does not have the authority to stop work but does have authority only when on site to notify the worker or his/her supervisor of an imminent danger condition. "PSC" has neither responsibility nor duty to protect Client or its subcontractor employees. "PSC" maintains that the maintenance of a safe workplace, operations and

Master Service Agreement

Pointman Safety Consulting

equipment, as well as the avoidance of unsafe conditions and practices, remains the legal responsibility of the Client and their subcontractors.

Observation Services

1. "PSC" may provide personnel to observe and report on specific aspects or phases of manufacturing or construction. Such work will not include supervision or direction of the actual work or any contractor or subcontractors. Unless otherwise specifically agreed, in writing, all contracts will be between Client and the contractor(s). The client understands that the presence of "PSC" nor the observation and testing by "PSC" shall excuse the contractor for its health and safety responsibilities to its employees and subcontractors
2. In no event will "PSC" be responsible or liable for the contractor's use, payment, or administration of personnel, machinery, false work, scaffolding, or other temporary or precautionary construction, safety precautions or procedures, or for compliance by the contractor with the provisions, terms, or specifications of its contract. Observation services provided by "PSC" are solely for the benefit of Client.

"PSC" will not be responsible or liable in any way for job or site safety or for contractor's failure to observe or comply with the Occupational Safety and Health Act of 1970, any regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

SECTION 11: TERMS OF AGREEMENT.

In witness whereof, "PSC" and CLIENT do hereby execute and agree to this contract effective as of the date set forth above.

If this MSA is acceptable and Client is in agreement with "PSC" Safety stated fee schedule, please sign below return via email (ryan@pointmansafety.com).

I, Mark Penney (Name, please print), authorize "PSC" to proceed with the Services for Client.

Should situations arise which alter the scope of this authorized proposal, Client agrees to immediately notify "PSC" to negotiate appropriate and reasonable changes.

Signature

Title

Date

Master Service Agreement

Pointman Safety Consulting

Exhibit A**Embedded Safety / Risk Coordinator**

- Initial Safety/ Risk Assessment
- Up to 10 hours of core services per month
- Pointman Command portal access

Fee:

- \$1,750/month + Mileage
- Additional services will be billed at \$150 per hour for A La Carte. These services will be mutually agreed upon in writing prior to execution.

Pointman Command Online Portal:

- JHA & SSSP Requests
- Safety Service Records (Inspection Reports, Safety Meeting Minutes, Industrial Hygiene Sampling Reports, and more)
- Incident Investigations
- Safety Training Certificate Tracking and Employee Access
- Safety Data Sheet Database (accessible from anywhere)
- PPE Procurement
- Toolbox Talk Tracking

Manage OSHA record keeping	OSHA 300 logs, accident investigation, corrective action implementation. Quarterly trending and analysis of injuries, incidents, WC claims, and near misses. EMR (experience modification rating) analysis.
Maintain written safety manual	Establish health and safety policies to comply with OSHA and industry best practices for injury prevention.
Site specific safety plans/ JHA (job hazard analysis) development	Develop site specific safety plans and JHA's based on scope of work and CM/GC safety requirements.
Facility safety inspections	Conduct facility safety inspections through IAuditor safety management software. Generate documented report with observations, positive/negative findings, and corrective actions. Track corrective action progress to closure.
Jobsite safety inspections	Conduct jobsite safety inspections through IAuditor safety management software. Generate documented report with observations, positive/negative findings, and corrective actions. Track corrective action progress to closure.
OSHA PPE hazard assessment	Complete OSHA 1910.132(d) written hazard assessment. Provide PPE and promote compliance of PPE program.
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Manage health and safety committee to comply with CT C.G.S. Section 31-40v	Chair committee, establish quarterly agenda, maintain minutes and follow up action items.
Employee training	Establish and deliver an employee safety training program to comply with OSHA and industry best practices. Establish electronic tracking of training records.
Employee safety coaching	Work directly with workforce to coach and promote a positive safety culture.
Safety incentive program	Develop a workplace safety incentive program to promote health and safety. Establish goals and track effectiveness of program.
Safety ON CALL	On call for ALL safety related issues (OSHA compliance, accident investigation, near miss response, task hazard analysis, safety document reviews, project kick offs),

5e.



RECEIVED
2024 MAR -4 AM 9:33
TOWN AND CITY CLERK
BRISTOL, CT

DATE: March 4, 2024

TO: Mayor Jeffrey Caggiano
City Council Members

FROM: Justin Malley, Economic and Community Development (ECD)

RE: Authority to Submit CT ABC Program Application for 273 Riverside Ave.

Background

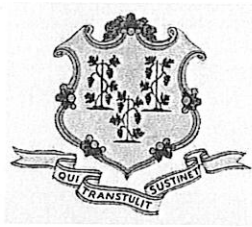
The Economic and Community Development Board – in collaboration with the City Council, Board of Finance, New Colony Development Corp., and State of Connecticut – is coordinating environmental remediation and redevelopment of the “J.H. Sessions and Son” property at 273 Riverside Avenue. As remediation concludes it is mandatory that the City of Bristol enroll the property into the State of Connecticut Abandoned Brownfield Cleanup (ABC) Program to ensure that a future developer/owner of the property avoids environmental obligations associated with the Connecticut Transfer Act.

The Transfer Act mandates that entities involved with the sale/purchase of a known brownfield property commit to the investigation and cleanup of said property. In the case of the “J.H. Sessions and Son” property, the City is applying to the ABC Program as proof that adequate investigation and cleanup has already occurred on the site. Again, attaining ABC Program designation releases a future developer/owner of many environmental obligations, making the property more attractive as the City markets the property to potential buyers.

As part of the ABC application, the City commits to not disturb remediated areas on the grounds of the property, as well as ensure that the groundwater monitoring system associated with the cleanup is maintained for the required time period – a minimum of one year. Please note that installation of groundwater monitoring wells will be funded with State of Connecticut grant funding.

Request

Motion to allow the Economic and Community Development Director to sign any and all documents associated with the Application for the Abandoned Brownfield Cleanup Program for 273 Riverside Avenue.



**APPLICATION
ABANDONED BROWNFIELD CLEANUP PROGRAM
CGS § 32-768**

APPLICANT INFORMATION:

Applicant Name: City of Bristol, CT

Applicant Mailing Address: 111 North Main Street Bristol, CT 06010

Contact Person: Justin Malley

Telephone #: 1-860-584-6185

Email Address: JustinMalley@bristolct.gov

PROPERTY INFORMATION: (please attach site location map and assessors property card):

Address: 273 Riverside Avenue

City/Town: Bristol, CT

Acres: 3.54 Square Footage: 94,008 Zoning: BHC Groundwater Classification: GB

 Historic Property/District

X Property is within ½ mile of transit stop

APPLICANT REPRESENTATIVE INFORMATION: (e.g. Attorney, Consultant, acting of behalf of applicant, if applicable):

Representative Name: Justin Malley
Development

Title: Director of Economic/Community

Representative Mailing Address: 111 North Main Street, Bristol, CT 06010

Telephone #: 1-860-584-6185

Email Address: JustinMalley@bristolct.gov

Relationship to Applicant: Employee

OWNER OF RECORD:

Owner of Record: New Colony Development Corporation

Address: 3074 Whitney Avenue, Building One

City/Town/Zip: Hamden, CT 06518

DATE OF INTENDED ACQUISITION OF PROPERTY BY APPLICANT: 4/15/24

Describe any agreements and/or contracts in place for acquisition of the subject property.

The City of Bristol and the owner have a Land Bank agreement which describes the disposition of this property.

PROJECT DESCRIPTION: Please attach a one-page narrative, describing the proposed clean up of the site and the redevelopment plan. Also discuss the regional or municipal economic development benefit

See Attached Narrative

BROWNFIELD DESCRIPTION:

The property is (check as applicable):

☒ A brownfield as defined in section 32-760

☒ Abandoned - the property has been abandoned since 2023

☒ Underused - the property has been underused since 1993

- what percentage of the property has been underused? 100%

Identify current uses of the property: Vacant

The person responsible for pollution on or emanating from the property is:

☐ Indeterminable

☐ No longer in existence

☐ Required by law to remediate releases on and emanating from the property

☒ Unable to perform necessary remediation of such property

CERTIFICATION: By signing below, I certify that I have personally examined and am familiar with the information submitted in this document, and all attachments thereto, including inquiry of those individuals immediately responsible for obtaining such information, and certify that the submitted information is true, accurate and complete, to the best of my knowledge and belief. Without limiting the generality of the preceding sentence, I further certify that the following statements are true.

- (1) The applicant did not establish or create a facility or condition at or on such property that can reasonably be expected to create a source of pollution to the waters of the state for the purposes of section CGS § 22a-432 and is not affiliated with any person responsible for such pollution or source of pollution through any direct or indirect familial relationship or any contractual, corporate or financial relationship other than a relationship by which such owner's interest in such property is to be conveyed or financed; and
- (2) The applicant is not otherwise required by law, an order or consent order issued by the Commissioner of Energy and Environmental Protection or a stipulated judgment to remediate pollution on or emanating from such property.

The person signing certifies that he or she is legally authorized to sign on behalf of the applicant and to legally bind the applicant.

Authorized Signature(s)

Name of Person Signing (print or type)

Title (if applicable)

PROJECT NARRATIVE

The City of Bristol has been pleased to support the remediation of environmental conditions on this property as a way to clean up historic pollution, eliminate unsafe conditions, and to provide an opportunity for workforce housing for residents of Bristol and the region. The remediation has resulted in the creation/retention of 25 jobs. The eventual redevelopment of the site will be expected to create an additional 50 construction jobs and approximately 5-10 permanent jobs related to the operation and maintenance of the project site.

Contaminated soils at the site were mostly related to the historical occupancy and operations of the J.H. Sessions Company and a later tenant, Armoloy. The remediation goals for the soil were the Residential Direct Exposure Criteria and GB Pollutant Mobility Criteria. Groundwater goals were the Surface Water Protection Criteria and Residential Groundwater Volatilization Criteria.

The current owner, New Colony Development Corp. (NCDC) hired GeoQuest as the Licensed Environmental Professional (LEP) to complete an updated Phase I Site Assessment, a Phase II Assessment and Data Gap Analysis, and a Remedial Action Plan (RAP). The property was then entered into the Abandoned Brownfield Clean Up Program (ABC Program) under CGS-32-768 and was approved by CTDEEP.

The RAP addressed contaminated soils by the excavation and off-site disposal of coal ash fill materials, arsenic-contaminated soils, metals-contaminated soils related to the former plating operations, a small area of chlorinated solvent-contaminated soils, and petroleum-contaminated soils.

An Environmental Land Use Restriction will render the soils remaining beneath the building contaminated with metals and polycyclic aromatic hydrocarbons “inaccessible” and “environmentally isolated”.

No active groundwater remediation is required. An isolated area of chlorinated solvent contamination in the groundwater is expected to improve now that the source area (soils in the lower courtyard) has been excavated.

An in-use fuel oil underground storage tank (UST) at the end of its life expectancy was removed. A potentially abandoned-in-place UST described in previous environmental reports was investigated, and no evidence of a tank was found by GeoQuest.

Moving forward, the current owner (NCDC) will install the groundwater monitoring wells necessary to conduct the required post-remedial groundwater compliance monitoring. The NCDC will quitclaim this property to the City of Bristol, which will be responsible for continuing the groundwater monitoring activities. A minimum of one year of groundwater sampling is necessary, with samples collected on a quarterly basis. The need for any sampling beyond one year will depend on the first-year results.



RECEIVED
2024 MAR -4 AM 11:32
TOWN AND CITY CLERK
BRISTOL, CT

DATE: March 4, 2024

TO: Mayor Jeffrey Caggiano
City Council Members

FROM: Dawn Leger, Grants Administrator *Dhyer*

CC: Jason Krueger, Director, Bristol Senior Center

RE: SNAP Qualified Toiletry Program for Senior Center members

Background

The Bristol Senior Center has noticed the growing economic needs of its members in the current inflationary economy. Seniors are experiencing hardship with higher expenses that need to be covered on a set income.

Project Description

The Bristol Senior Center would like to continue to offer a SNAP Qualified Toiletry Program to provide basic supplies to its members.

Funding Request

The Bristol Senior Center will apply for a \$4,000 grant from the Thomaston Savings Bank Foundation to continue the SNAP Qualified Toiletry Program for its members.

City Match

There is no City Match for this grant.

Requested Action

To approve submission of a grant application to the Thomaston Savings Bank Foundation to continue offering a SNAP Qualified Toiletry Program for members of the Bristol Senior Center, to authorize the Mayor or Acting Mayor to execute any and all documents associated with the application/grant, and to refer the matter to the Board of Finance for any necessary action.



14 Crosby Dr., 2nd Flr.,
Bedford, MA 01730
Tel: (978) 215-2400
Fax: (952) 945-3339

5g.
RECEIVED
2024 MAR -6 PM 12:15
TOWN AND CITY CLERK
BRISTOL, CT

January 25, 2024

Lieutenant Geoffrey Lund
Bristol Police Department
131 North Main St
Bristol, CT 06010
GeoffreyLund@bristolct.gov
(860)584-3060

RE: Extension to Maintenance and Support Agreement # 007081-001

Dear Lieutenant Geoffrey Lund,

By means of this letter, IDEMIA Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Bristol Police Department** Maintenance and Support Agreement for the period **July 26, 2024** through **July 25, 2025**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via e-mail at cheryl.wales@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at Phone: 714-215-7598 or e-mail cheryl.wales@us.idemia.com. Thank you in advance.

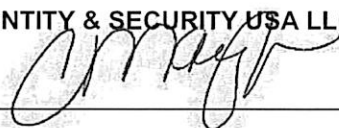
Thank you,

Cheryl Wales

Cheryl Wales
Maintenance Agreement Specialist
IDEMIA Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

Signed by: 

Printed Name: Casey Mayfield

Title: Sr. Vice President

Date: January 25, 2024

BRISTOL POLICE DEPARTMENT

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Reference: SA 007081-001

Page 1 of 5

IDEMIA • 14 Crosby Dr., 2nd Flr., Bedford, MA 01730

Technical Help Desk (800) 734-6241 • Email: AnaheimCSCenter@us.IDEMIA.com • www.IDEMIA.com

Exhibit A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 007081-001

CUSTOMER: Bristol Police Department

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
Livescan	Ruggedized LiveScan, 1000PPI Scanner Tenprint/Palmprint Capture, Live Scan Application Software License, Computer, Widescreen monitor, keyboard, mouse, Signature Capture Pad, UPS, Mugshot camera	CTLS-BRISTOL	1
Printer	Printer Black & White Tenprint Card, Duplexer, +1 additional Tray	CTPRT-BRISTOL	1
Livescan	IDEMIA LiveScan System Desktop, IDEMIA LiveScan System Software, FBI Appendix F Certified Tenprint 500ppi Scanner (MTopR), Computer, monitor, keyboard and mouse, Photo Capture Module (Camera, Software), UPS, Applicant profiles using standard CT-DESPP workflows	CTLS-BRISTOL-AP01	1

ADDITIONAL TERMS

END OF LIFE

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

PRICE INCREASE

Price Protection. On the Renewal date of each year during the Term, IDEMIA shall give Customer a notice in writing that shall include evidence of any increase or decrease in IDEMIA's actual costs in the manufacturing of the Products, including, but not limited to costs of Raw Materials and direct labor, if any. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the manufacturing of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the Dispute Resolution Clause of this Agreement. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

Exhibit B: Maintenance and Support Agreement - Number SA # 007081-001

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

- 3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases
- 3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.
4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.
(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)
5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.
- 5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.
- 5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 007081-001

Date January 25, 2024

New Term Effective

Start July 26, 2024

End July 25, 2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

☒ **Advantage – Software Support**

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

☒ **On-Site Hardware Support**

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

☒ **Parts Support**

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- Customer Orders & Replaces Parts
- Telephone Technical Support for Parts Replacement Available

GRAND TOTAL*: **\$ 4,536.00**

**Exclusive of taxes if applicable*

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

5h

RECEIVED

**CERTIFICATION FOR USE OF THE
LIMITED EXEMPTION FOR A STREET PAVING CONTRACT**

2024 MAR -6 PM 3:26

TOWN AND CITY CLERK
BRISTOL, CT

At their January 10, 2024, meeting, the Commissioners of the Commission on Human Rights and Opportunities exercised their authority under Conn. Gen. Stat. § 46a-56(b) to issue a limited contract compliance exemption for State-funded street paving municipal public works contracts that meet the conditions outlined herein.

For each and every street paving municipal public works contract for which this limited exemption is sought, this Certification must be completed by the municipality and emailed to both:

Tanya.Hughes@ct.gov
Tanya Hughes, Executive Director

CHRO.AwardNotification@ct.gov
Contract Compliance Unit

Complete and return all four pages.

I. Contract Eligibility for the Limited Exemption

- A. The contract must be a municipal public works contract for the performance of street paving work only, and
- B. The contract must be financed or financially assisted in whole or in part by the State of Connecticut, and
- C. The contract must be completed on or before June 30, 2025, and
- D. The actions identified in Part III (below) shall be complied with.

II. Effect of the Limited Exemption

The limited exemption will allow a paving contract that meets the above-stated criteria to be performed without the requirement of compliance with the set-aside provisions of Conn. Gen. Stat. § 4a-60g. Other nondiscrimination contract compliance requirements, however, will continue to exist for street paving municipal public works contracts (see Part III below). Pursuant to the use of the exemption, the municipality and the contractor warrant that no work will be subcontracted on the contract. The municipality understands that this limited exemption will have no precedential value in connection with any other request for exemption.

III. Contract Compliance Actions Required for the Limited Exemption

The following actions must still be performed in connection with every contract for which a municipality has utilized the limited exemption:

- A. The municipality through its highest-ranking elective or non-elective chief executive officer, its chief operations officer, or its city manager (or, if no such capacity exists or such managerial functions are not filled, the municipality's highest ranked elected official) must submit this original-signed and dated "Certification for Use of the Limited Exemption for a Paving Contract."
- B. The municipality must still inform the contractor of the nondiscrimination requirements of Conn. Gen. Stat. §§ 4a-60, 4a-60a, and 4a-60g prior to the submission of bids, and include in the contract.
- C. The municipality must inform the paving contractor of the municipality's application for this limited exemption to the Set Aside Program requirements, the criteria involved in this application, and the contractor's CHRO obligations and responsibilities as a result of the use of the limited exemption.
- D. The contractor identified to perform the contract must confirm in writing to the municipality that it will not use any subcontractors to perform any work on the street paving contract. Instead, the contractor will self-perform the entire contract.
- E. The contract must include the nondiscrimination language required by Conn. Gen. Stat. §§ 4a-60 and 4a-60a.

IV. Information to Identify the Subject Street Paving Contract:

Name of contract/project:	
Contract number or identifying name:	
Description of the work to be performed:	
Location(s) of work to be performed:	
Source of state funding and/or financing: ¹	
Amount of state funding and/or financing:	
Estimated value of the total contract:	
Estimated date of contract execution:	
Estimated end date of contract:	

¹ For example: DOT's Town Aid Road (TAR), OPM's Local Capital Improvement Program (LoCIP), or OPM's Municipal Grants-in-Aid.

V. Information to Identify Municipality and Signatory Authority

I, Click or tap here to enter text., represent Click or tap here to enter text. I hold the authority and responsibility of the Choose an item. of the municipality [OR I hold the elected position of Click or tap here to enter text. in charge of the management of the municipality]. Having reviewed, in my official capacity, the stated requirements for the "Certification for Use of the Limited Exemption for a Paving Contract," I hereby certify to the following:

I have reviewed and understand all of the Street Paving Municipal Public Works Contract Exemption Eligibility criteria identified in Part I above. Having reviewed the content and circumstances of the subject contract, identified in Part IV of this request, I have determined that the aforementioned contract satisfies all the eligibility criteria enumerated in this request.

I am requesting authorization, subject to the conditions set forth in Parts I, II, and III of this request, to apply the CHRO's limited exemption for a paving contract to the street paving municipal public works contract that is identified in Part IV above.

I have reviewed and understand the actions required of the municipality and of the contractor. On behalf of Click or tap here to enter text., I assure the CHRO that the municipality will perform all respective actions that are identified in Part III above. This municipality will inform the contractor selected to perform the subject contract that the limited exemption, as provided for in Part II above as applicable to the contract identified, is subject to the performance of the respective actions detailed in Part III above.

I hereby certify that the above information is true and correct.

Signature

Date

Name: Click or tap here to enter text.
Position/Title: Click or tap here to enter text.
Telephone no.: Click or tap here to enter text.
Email address: Click or tap here to enter text.

cc: Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

6

Merina Bigos

From: Linda Milia
Sent: Wednesday, February 28, 2024 9:20 AM
To: TownClerk
Subject: Salary Committee motions for March City Council

Good morning. Please add the following to March 12th City Council agenda. Thank you.

- a. Motion to approve a \$5,000 annual salary increase for the Emergency Management Director retroactive to January 1, 2024, and to refer to the Board of Finance for informational purposes.
- b. Motion to approve a 2.5% salary increase and a .75% insurance cost share increase for non-bargaining employees effective July 1, 2024 and to refer to the Board of Finance for informational purposes.

Linda

Linda J. Milia
Assistant Director of Human Resources
City of Bristol
lindamilia@bristolct.gov
860-584-6177

RECEIVED
2024 FEB 28 AM 10:19
TOWN AND CITY CLERK
BRISTOL, CT

6

Merina Bigos

From: Linda Milia
Sent: Wednesday, February 28, 2024 9:20 AM
To: TownClerk
Subject: Salary Committee motions for March City Council

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- a. Motion to approve a \$5,000 annual salary increase for the Emergency Management Director retroactive to January 1, 2024, and to refer to the Board of Finance for informational purposes.
- b. Motion to approve a 2.5% salary increase and a .75% insurance cost share increase for non-bargaining employees effective July 1, 2024 and to refer to the Board of Finance for informational purposes.

Linda

Linda J. Milia
Assistant Director of Human Resources
City of Bristol
lindamilia@bristolct.gov
860-584-6177

RECEIVED
2024 FEB 28 AM 10:19
TOWN AND CITY CLERK
BRISTOL, CT

6c.

BRISTOL CITY COUNCIL
CODE ENFORCEMENT COMMITTEE
COUNCILWOMAN SUSAN TYLER

MARCH 12, 2024

MOTION

I HEREBY MOVE that the City of Bristol adopt the amended Relocation Plan, attached hereto, for code enforcement activity pursuant to Connecticut General Statutes Section 8-266, et seq. known as the Uniform Relocation Assistance Act.

I further MOVE that this plan be referred to the Parks, Recreation, Youth and Community Services Department to be effective immediately and to the Board of Financing for informational purposes.

RECEIVED
2024 MAR -6 PM 2:14
TOWN AND CITY CLERK
BRISTOL, CT

CITY OF BRISTOL
RELOCATION PLAN UPDATE SUMMARY
MARCH 2024

PURPOSE

This Relocation Plan is adopted by the City of Bristol pursuant to the general provisions of the Uniform Relocation Assistance Act (URAA), Connecticut General Statutes Section 8-266 et seq., and URAA regulations, Connecticut Agencies Regulations Section 8-273-1 through 8-273-41. Connecticut General Statutes Section 8-266 states that the purpose of the URAA “is to establish a uniform policy for the fair and equitable treatment of persons displaced by ...code enforcement activities...” particularly the condemnation of property for building, housing, or health enforcement activities. A lien is placed upon the condemned property by the City of Bristol in order to recoup, with interest, the cost of the relocation benefits.

SUMMARY OF CHANGES

- A. The updated Relocation Plan will go into effect on March 12, 2024. Current relocation clients will be provided with one additional week of emergency housing prior to their relocation assistance being closed.
- B. Eliminate the City’s obligation to pay out rent differentials for the displaced unit, not to exceed 2 years or \$4,000.00 and replace with a \$4,000.00 stipend to assist in renting a replacement dwelling or purchasing a replacement dwelling for qualifying relocation clients.
- C. Eliminate the City’s obligation to provide temporary or emergency housing for the displacement units. Under the updated policy the City of Bristol will not provide or pay for emergency housing (e.g. motel or hotel stay). Instead qualifying replacement clients will receive the stipend mentioned in Section B to assist in paying for emergency housing.

CITY OF BRISTOL
RELOCATION PLAN
CODE ENFORCEMENT ACTIVITY

I. PURPOSE

This Relocation Plan is adopted by the City of Bristol pursuant to the general provisions of the Uniform Relocation Assistance Act (URAA), Connecticut General Statutes Section 8-266 et seq., and URAA regulations, Connecticut Agencies Regulations Section 8-273-1 through 8-273-41.

Connecticut General Statutes Section 8-266 states that the purpose of the URAA "is to establish a uniform policy for the fair and equitable treatment of persons displaced by ...code enforcement activities..."

In furtherance of that stated purpose, the City promulgates this Relocation Plan for the provision of URAA benefits and assistance to individuals and families displaced by the City's code enforcement activities, as defined in Section III.

II. ADMINISTRATION

The Parks, Recreation, Youth and Community Services Department of the City of Bristol shall administer the determination of relocation benefits and assistance under this Relocation Plan, in consultation with other appropriate city agencies.

A GENERAL

1. The Parks, Recreation, Youth and Community Services Department shall file this Relocation Plan with the State of Connecticut Department of Economic and Community Development, together with the information required by Connecticut General Statutes Section 8-281, for the approval of the Department of Economic and Community Development.
2. The Parks, Recreation, Youth and Community Services Department shall administer a relocation program for persons displaced by the City's code enforcement activities. The program shall include such measures as may be necessary to ensure that, prior to displacement by code enforcement activities, every effort will be made to assist every displaced person in finding a replacement dwelling which is:
 - (a) "comparable", as that term is defined in URAA Regulations Section 8-273-4(a);
 - (b) in an area not generally less desirable than the area in which the displacement dwelling is located in regard to public utilities and public and commercial facilities;

- (c) reasonably accessible to the displaced person's place of employment; and;
 - (d) available at a price or rental charge within the financial means of the displaced person
- (3) A copy of this Relocation Plan shall be provided to every appropriate City agency or department. Upon request, a copy of this Relocation Plan shall be provided at no expense to any person.
- (4) The updated Relocation Plan for the City of Bristol will go into effect for any applicable displacements after March 12, 2024.

III DETERMINATION OF DISPLACEMENT

If, upon inspection of any residential dwelling unit, the City of Bristol Building Department, The Bristol-Burlington Health District (BBHD) or any other government agency finds that the dwelling unit is in such a condition as to constitute an immediate and serious threat to the health or safety of the occupant, the appropriate government agency shall issue an emergency order pursuant to the appropriate statutes, regulations and local ordinances and, if warranted, immediately determine the occupant to be a displaced person under the URAA.

IV RELOCATION OF DISPLACED PERSONS

If upon inspection, any governmental agency finds the existence on the premises of any code violations it shall determine, on the bases of the totality of the circumstances, including but not limited to the seriousness of the condition(s) and their effect on the occupant and the owner's capacity to remedy them, a reasonable deadline by which the owner must complete the necessary repairs or incur the consequences of a determination that the occupant has been displaced under the URAA.

A. EMERGENCY DISPLACEMENT

If the occupant is determined to be displaced, the agency shall:

1. Provide the owner of said building with a copy of the orders placed on the building. The Parks, Recreation, Youth and Community Services Department will provide the owner with a *Notice to Owner* (attached hereto as **Exhibit A**), and a *Notice of Potential Liability* (attached hereto as **Exhibit B**).
2. Provide the displaced person with the *Notice of Displacement* (attached hereto as **Exhibit C**). Whereupon, the Parks, Recreation, Youth and Community Services Department shall contact the occupant and provide the occupant with an *Application for Relocation*

Assistance (attached hereto as **Exhibit D**) and a *Notice of Rights and Services* (attached hereto as **Exhibit E**).

B. DELAYED DISPLACEMENT

If, upon inspection of any residential dwelling unit, any government agency finds the existence on the premises of any code violations, but such violations do not constitute an immediate or serious threat, it shall:

1. Provide as soon as possible to the owner and the occupant written notice of the alleged violations and a reasonable deadline by which the owner must complete the necessary repairs or incur the consequences of a determination that the occupant has been displaced under the URAA.
2. The Parks, Recreation, Youth and Community Services Department shall provide the owner of said building with a *Notice to Owner* (attached hereto as **Exhibit A**), and a *Notice of Potential Liability* (attached hereto as **Exhibit B**).

C. FAILURE TO COMPLY WITH NOTICE TO OWNER

If at any time after the appropriate agency initially finds the existence of code violations on the premises, the owner informs the agency that he/she cannot or will not make the necessary repairs, the agency shall immediately determine that the occupant is a displaced person and shall issue to the occupant a *Notice of Displacement* (attached hereto as **Exhibit C**), and notify the Parks, Recreation, Youth and Community Services Department of the impending displacement. The Parks, Recreation, Youth and Community Services Department shall provide the occupant with an *Application for Relocation Assistance* (attached hereto as **Exhibit D**) and a *Notice of Rights and Services* (attached hereto as **Exhibit E**)

D. REINSPECTION

Immediately following the expiration of the deadline, the premises shall be reinspected by the agency that issued the orders. That agency shall file a written report of its findings and if the agency concludes that the violations have not been remedied, it shall:

1. Determine under the totality of the circumstances that the repairs will soon be made and notify the Parks, Recreation, Youth and Community Services Department of the impending displacement. The Parks, Recreation, Youth and Community Services Department shall offer the owner the option of providing adequate temporary housing to the occupant until the conditions are remedied by providing the owner with a *Temporary Relocation Proposal* (attached hereto as **Exhibit F**).

- (a) If the owner agrees to provide temporary housing for the displaced occupant the owner shall sign a *Temporary Relocation Agreement*, (Attached hereto as **Exhibit G**), and file it with the Parks, Recreation, Youth and Community Services Department. The owner shall accomplish the temporary relocation at the owner's expense within a reasonable timeframe established by the City of Bristol.
 - (b) If the owner fails to agree to provide temporary housing, the Parks, Recreation, Youth and Community Services Department shall provide an *Application for Relocation Assistance* (attached as **Exhibit D**) and a *Notice of Rights and Services* (attached as **Exhibit E**)
2. If, after a re-inspection, it has been determined that the conditions have been remedied to the satisfaction of the agency that issued the orders, the owner shall restore the occupant to the building at the owner's expense, whether or not the owner has provided temporary housing.
3. If the agency which issued the orders determines that it is in the best interests of the occupant, it may require a temporary relocation of the occupant by the owner at any time after it issues its orders to the property owner.

V APPLICATION PROCESS

Whenever the appropriate agency has made a determination of displacement and a *Notice of Displacement* has been provided to the occupant, the occupant must file with the Parks, Recreation, Youth and Community Services Department a completed *Application for Relocation Assistance* if assistance is to be requested. The Parks, Recreation, Youth and Community Services Department shall arrange for a copy of the written inspection report to be delivered to their office at the earliest possible time.

Upon receipt of an *Application for Relocation Assistance*, the Parks, Recreation, Youth and Community Services Department shall notify the owner of the receipt of said application and review the owner's responsibilities.

VI RELOCATION BENEFITS AND ASSISTANCE FOR OCCUPANTS WHO RENT

The displaced person shall not be obligated to pay expenses as outlined in Section VI, A-C. The City will guarantee payment of the relocation assistance as outlined, and shall enter into an agreement with the property owner for repayment of monies paid by the City or issue a lien against the subject property or other real property owned in the City, in such amounts expended by the City for relocation. The City shall not be limited in its ability to proceed against the owner with other legal proceedings to recover sums expended by the City.

A. MOVING AND STORAGE

Upon receipt of an *Application for Relocation Assistance*, and in accordance with the displacing agency's orders, the Parks, Recreation, Youth and Community Services Department shall move the displaced person and his/her family and personal property from the displacement dwelling to a permanent replacement dwelling. If no permanent replacement dwelling is then available, the displaced person and his/her family and personal property shall be moved from the displacement dwelling to a temporary replacement dwelling. If no temporary replacement dwelling is then available, the personal property shall be placed in storage.

1. Notwithstanding the provisions of the preceding paragraph, if a displaced person elects to receive the fixed cash payment described in Section VI (A) (3) in lieu of actual and reasonable moving and storage expenses, the Town shall be under no obligation to move or store personal property owned by the displaced person and his/her family.
2. If a displaced person elects not to receive the fixed cash payment in lieu of moving and storage expenses described in Section VI (A) (3), then the City of Bristol, shall transport the displaced person's personal property, including household appliances owned by such person. If a temporary or permanent replacement dwelling is not then available, the City shall arrange for the storage of the personal property, with the exception of animals or pets, in accordance with URAA Regulations Section 8-273-12. Under no circumstances will the City board or be obliged to pay for the boarding of animals or pets of the displaced person, unless they are service animals or certified to assist a disabled individual. The City's obligation to move a displaced person or family's personal property shall extend to a subsequent move from storage to a permanent replacement dwelling.
3. The Parks, Recreation, Youth and Community Services Department shall provide a fixed cash payment to any displaced person who elects to receive such a payment in lieu of actual and reasonable moving expenses within seven (7) business days following receipt of a completed application. The exact amount of the fixed cash payment shall be determined in accordance with URAA Regulations Section 8-273-3.

B. RELOCATION BENEFITS

Upon receipt of an Application for Relocation Assistance, and in accordance with the displacing agency's orders, any displaced unit who actually and lawfully occupied the displacement dwelling for at least 90 consecutive days immediately before the date of displacement shall receive a replacement housing payment of \$4,000.00 within seven days of vacating the property.

1. Upon request of a displaced unit who has not yet rented a permanent replacement dwelling, the Parks, Recreation, Youth and Community Services Department shall certify in writing to the lessor that the displaced person will receive \$4,000.00. Attached hereto as Exhibit H is the *Renter's Certificate of Eligibility* to be submitted by the Parks, Recreation, Youth and Community Services Department to the lessor.

- C. In accordance with URAA Regulations Section 8-273-39, if two or more families or an individual and a family, occupy the same displacement dwelling, each individual or family who chooses to relocate separately shall be entitled to a separate replacement housing payment of \$4,000.00 each. If two or more individuals who are not a family occupy the same dwelling unit they shall be treated as a single family and receive not more than \$4,000.00 in replacement housing placement between all inhabitants.

VII. RELOCATION BENEFITS FOR OWNER/OCCUPANTS

- A. Owner/occupants shall be required to comply with the orders of the displacing agency regarding the remediation of violations.
- B. If at any time after the appropriate agency initially finds the existence of code violations on the premises, the owner/occupant informs the displacing agency that he/she cannot or will not make the necessary repairs, that agency shall immediately issue to the owner/occupant a *Notice of Displacement* and notify the Parks, Recreation, Youth and Community Services Department. The Parks, Recreation, Youth and Community Services Department shall provide the owner/occupant with an *Application for Relocation Assistance* and a *Notice of Rights and Services*.
- C. Upon receipt of an *Application for Relocation Assistance*, and in accordance with the displacing agency's orders, owner/occupants who have occupied the displacement dwelling for at least 90 consecutive days immediately before the date of displacement, before the date of displacement shall receive a replacement housing payment of \$4,000.00 within seven days of vacating the property.
- D. Any owner/occupant that is displaced from his property and who accepts receipt of relocation benefits shall enter into an agreement for repayment of monies paid by the City or issue a lien against the subject property or other real property owned in the City, in such amounts expended by the City for relocation. The City shall not be limited in its ability to proceed with other legal proceedings against the owner/occupant to recover sums expended by the City.

VII MISCELLANEOUS RIGHTS AND REMEDIES

- (1) The City of Bristol's obligations under the URRRA, URRRA Regulations, and this Relocation Plan to provide relocation assistance and benefits to displaced persons shall not be affected or diminished by the availability to such persons of other rights or remedies under state or federal law.
- (2) Any displaced person aggrieved by any action on the part of the Parks, Recreation, Youth and Community Services Department shall be advised by Parks, Recreation, Youth and Community Services Department of his/her right to appeal the Parks, Recreation, Youth and Community Services Department's determination to the State of Connecticut Commission of Housing, and shall be provided with a copy of URAA Regulations Section 8-273-1, (attached hereto as Exhibit H).
- (3) The City's obligations under the provisions of the Uniform Relocation Assistance Act shall cease once comparable housing has been identified and determined to be available and the displaced person is given reasonable time to relocate thereto, unless the displaced person or family rejects the housing and such rejection is determined by the City to be unreasonable.

EXHIBIT A

NOTICE TO OWNER

It has been determined that the building/dwelling at:

is unfit for occupancy and the occupants have been determined to be displaced persons within the meaning of the Uniform Relocation Assistance Act. This determination could require the City to provide substantial benefits and assistance to the occupants for which you will be ultimately liable.

A copy of the inspection report on which these conclusions are based is enclosed.

These conditions required this agency to act in accordance with its duties as set forth in the Connecticut General Statutes.

Sincerely,

Parks, Recreation, Youth and Community Services
Telephone: 860-314-4690, Option 3
9 Bellevue Avenue
Bristol, CT 06010

EXHIBIT B**NOTICE OF POTENTIAL LIABILITY**

TO: _____

Property Owner of _____

The City of Bristol Parks, Recreation, Youth and Community Services Department may receive an application for relocation assistance from one or more of the occupants of the property owned by you noted above.

Occupants of dwelling units who have been displaced as a result of code enforcement activities are entitled to receive relocation benefits from the City of Bristol in accordance with Section 8-266 et seq. of the Connecticut General Statutes and Uniform Relocation Assistance Act Regulations, Connecticut Agencies Regs., Section 8-273-1 through Section 8-273-41.

You are legally responsible for the cost of any relocation assistance provided to the occupants of your property, up to \$4,000 per unit.

You must notify this office if you intend to make the repairs required to return the dwelling units in your property to a decent, safe and sanitary condition. You are liable for relocation assistance even while you are making these repairs.

1. You must provide or pay for temporary housing for the displaced person(s). Parks, Recreation, Youth and Community Services proposes that you agree to temporarily relocate the occupants to adequate temporary replacement housing until repairs are completed or until permanent replacement housing can be found.
2. You must pay for the expense of moving the displaced person(s) real property out of the current dwelling to temporary housing. You must also pay to restore the property to the repaired dwelling or into permanent replacement housing. If it is in the best interest of the public, the City may determine that you are responsible for additional moves of the property.
3. You must pay for the storage of such property for up to six months, if replacement housing cannot accommodate the real property.

Parks, Recreation, Youth and Community Services
9 Bellevue Avenue
Bristol, CT 06010
Telephone: 860-314-4690 Option 3

NOTICE OF DISPLACEMENT

Because of the conditions that exist on the premises, we are requesting that you contact the City of Bristol Parks, Recreation, Youth and Community Services Department regarding your possible eligibility for relocation assistance.

In the event that you are displaced, the City of Bristol will provide relocation assistance to you. The City of Bristol Parks, Recreation, Youth and Community Services Department will provide short-term case management and pay relocation costs. Please call Parks, Recreation, Youth and Community Services at 860-314-4690, Option 3, or go to its office at 9 Bellevue Avenue, Bristol, as soon as you receive this letter.

EXHIBIT D**APPLICATION FOR RELOCATION ASSISTANCE****I. FAMILY COMPOSITION****(A) HEAD OF HOUSEHOLD**

Name: _____
(Last) (First) (Middle)

Address: _____
(Street) (Apt. no.)

Telephone: _____

Other addresses/telephones where you can be reached: _____

Social Security No.: _____ Date of birth: _____

If employed, name and address of employer: _____

Length of time at present apartment: _____

(B) OTHER HOUSEHOLD MEMBERS

1. Name _____ Date of Birth _____

Sex _____ Relationship to head of household _____

If employed, name and address of employer: _____

If in school, name and address of school: _____

Length of time at present apartment: _____

2. Name _____ Date of Birth _____

Sex _____ Relationship to head of household _____

If employed, name and address of employer: _____

If in school, name and address of school: _____

Length of time at present apartment: _____

3. Name _____ Date of Birth _____

Sex _____ Relationship to head of household _____

If employed, name and address of employer: _____

If in school, name and address of school: _____

Length of time at present apartment: _____

4. Name _____ Date of Birth _____

Sex _____ Relationship to head of household _____

If employed, name and address of employer: _____

If in school, name and address of school: _____

Length of time at present apartment: _____

II. DWELLING UNIT

APARTMENT

1. Number of rooms: _____

2. Last agreed upon rent: \$ _____ per week/month

3. Are heat and utilities included in your rent? _____

4. If not, what is your source of heat?

_____ Oil _____ Gas _____ Electricity _____ Other

5. If not, what is your average monthly bill for:

Oil \$ _____

Gas \$ _____

Electricity \$ _____

III. SERVICES REQUESTED BY YOU

CHECK THE BOX NEXT EACH ASSISTANCE THAT YOU WISH TO RECEIVE

- ☐ I request a fixed cash payment from the City of Bristol (City) to cover my relocation. I understand that I am entitled to a one-time payment of \$4,000.00. I understand that if I choose a fixed cash payment, I will be solely responsible for moving all of the personal property in my apartment and finding alternative housing. Payment will be made within seven days of vacating the rental unit.
- ☐ I request that the City of Bristol provide me with short-term case management to assist in finding alternative housing options, budgeting, and other needs associated with my displacement. The City of Bristol will not charge me for these services and I acknowledge that I am ultimately responsible for finding alternative housing.

I certify that the foregoing information is accurate to the best of my knowledge.

Signature

Date

Signature of Relocation Counselor
City of Bristol

Cc: Stephen M. Bynum
Youth and Community Services, Supervisor

EXHIBIT E**NOTICE OF RIGHTS AND SERVICES**

Because of the condition of the building you are living in, you and your family are being displaced from your dwelling as a result of Code enforcement activities.

As a result of this displacement, you and your family will be entitled to receive relocation benefits from the City of Bristol. In order to receive these benefits, you must file an Application for Relocation Assistance with the City of Bristol Department of Parks, Recreation, Youth and Community Services, 9 Bellevue Avenue, Bristol, CT 06010. Attached to this Notice is an Application form. If you need help with the application, bring it with you to Parks, Recreation, Youth and Community Services.

If you have a copy of an inspection report of your dwelling by the governmental agency that has displaced you, you must bring it or mail it to Parks, Recreation, Youth and Community Services along with your application.

If the governmental agency decides that you cannot remain in your dwelling and must be displaced, the Parks, Recreation, Youth and Community Services Department will provide short-term case management to assist you in finding alternative housing. Also, if you lawfully occupied your old apartment at least 90 days before you were displaced, the City will pay you \$4,000 to help you either rent or buy a home and assist in providing for moving/storage.

When you fill out the Application for Relocation Assistance, you will have to let the City know whether you want to receive case management and/or a fixed cash payment of \$4000.00.

Any cash relocation benefits you receive from the City will not be considered "income." Such cash benefits will not affect your eligibility to receive state welfare. If you are now receiving state welfare assistance, be sure to tell your caseworker about any cash relocation benefits you receive soon, as required by law.

You have the right to refuse all of the relocation assistance available to you or any part of the assistance. If you refuse only certain parts of the relocation assistance available to you, you will still be entitled to the rest of the assistance. You must indicate on your Application what assistance you would like to receive.

The Notice of Rights and Services is a summary of the City of Bristol's Relocation Plan for code enforcement activities. You are entitled to receive a copy of the Plan if you ask for one at the Parks, Recreation, Youth and Community Services Department.

EXHIBIT F**TEMPORARY RELOCATION PROPOSAL**

Date: _____

Dear _____

On _____ the _____ notified
you that if certain conditions on the premises located at

_____ Bristol, Connecticut were not remedied by
_____, the occupants could be displaced:

An inspection on _____ indicates that the following conditions have
not been remedied: _____

Therefore, the occupants have been determined to be displaced and must be relocated. In
accordance with the Uniform Relocation Assistance Act and the City of Bristol Relocation Plan you
are liable to provide temporary adequate replacement housing, moving and/or storage costs to
relocate the occupants until repairs are completed.

You have two options.

- 1) You may provide adequate replacement housing in another dwelling unit that you own. This unit must be comparable in size and location to the dwelling unit from which the occupant(s) is being displaced. If you agree to provide temporary replacement housing, you will be responsible for moving the occupant(s) and their personal property to the temporary dwelling and to the permanent housing once repairs are made or to permanent replacement housing if the repairs are not made. The renter will still pay rent on the dwelling unit from which he/she has been displaced, at the rate paid during the last three months of occupancy.
- 2) The City of Bristol Community Services Department will provide the occupants of your property relocation assistance, up to \$4,000 per unit, as well as moving/storage costs. You will be legally responsible for the cost of any relocation assistance provided to the occupants of your property, up to \$4,000 per unit in relocation assistance plus the cost of storage for up to six months.

Please review the attached Temporary Relocation Agreement, indicate the option you choose, sign the Agreement and return it to a representative of Bristol's Parks, Recreation, Youth and Community Services Department. If you have questions, please call Community Services at 860-314-4690, Option 3.

EXHIBIT G**TEMPORARY RELOCATION AGREEMENT**

I, _____, understand that the occupant(s) of the property owned by me at _____ must be relocated from this dwelling. I acknowledge that in accordance with the Uniform Relocation Assistance Act and the City of Bristol Relocation Plan that I am responsible for \$4,000.00 in rent assistance plus moving/storage expenses in the event that permanent replacement housing must be obtained.

In regard to temporary adequate replacement housing, I will comply with the provisions outlined in the option below that I have indicated (circle option number) as my preference.

Option 1

I will provide a replacement dwelling at _____ for _____ at no additional rental fee. This dwelling is subject to review by the Building Inspector for code compliance and the Parks, Recreation, Youth and Community Services Department for comparability to the permanent housing from which the occupant has been displaced. I agree that I will temporarily relocate the occupant(s) and their personal property until such time that the permanent housing premises is suitable for said occupants. At that time, I will restore the occupants to the premises at _____, Bristol. As I would be responsible for relocation benefits were it not for this Agreement, all of the foregoing will be at my expense. Should I fail to provide adequate temporary replacement housing the City of Bristol will provide the same and seek full reimbursement, inclusive of any legal fees and cost for collection, from me in accordance with State law.

Option 2

I request that the City of Bristol Community Services Department provide relocation assistance for the occupant(s) of _____. I understand that I am responsible to pay up to \$4,000.00 per unit plus the cost of moving/storage. Should I fail to pay any of the required costs the City of Bristol shall seek full reimbursement, inclusive of any legal fees and cost for collection, from me in accordance with State law.

Signature _____ Date _____

REGULATIONS OF CONNECTICUT STATE AGENCIES

TITLE 8. HOUSING

DEPARTMENT OF TRANSPORTATION

RELOCATION ASSISTANCE APPEAL

Sec. 8-273-1. Relocation assistance appeal

- (a) Any person aggrieved as to the provisions of Chapter 135 of the General Statutes of Connecticut, as revised, should first request reconsideration by the State agency of the decision initially received as to relocation assistance. If the person aggrieved is not satisfied by the decision rendered by the State agency upon reconsideration, he then may request a hearing before the Relocation Advisory Assistance Appeals Board.
- (b) The request must be submitted in writing to the State agency causing the displacement within eighteen months after the date of acquisition of real property by the State agency causing the displacement by land acquisition programs, by building code enforcement activities, or by a program of voluntary rehabilitation of buildings or other improvements conducted pursuant to governmental supervision or the effective date of these regulations whichever is later.
- (c) A Relocation Advisory Assistance Appeals Board shall be established by the Commissioner of Transportation and another Appeals Board by the Commissioner of Community Affairs. The Board established by the Commissioner of Transportation will hear matters concerning transportation projects and the Board established by the Commissioner of Community Affairs will hear matters concerning all other State agency programs and projects.
- (d) The Board will review applications of all persons aggrieved, hold hearings thereon, and report its findings within 15 days after the hearing to the Transportation Commissioner on matters concerning transportation projects, and the Community Affairs Commissioner on matters concerning all other State agency programs and projects.
- (e) The respective Commissioners shall make the final administrative decisions and advise the appellant of his decision in accordance with Section 4-179 of the General Statutes of Connecticut, as revised. (Effective April 30, 1975.)

6d.

BRISTOL CITY COUNCIL
REAL ESTATE COMMITTEE
SUSAN L. TYLER, CHAIR

MARCH 12, 2024

MOTION

I HEREBY MOVE that the City Council direct the Purchasing Agent to issue an RFP (Requests For Proposals) placing public notices and to notify abutting property owners of the city's intention to sell a portion of city owned property known as Map 30, Lot R4-1 Prospect Street. The Purchasing Agent shall indicate that costs associated with selling this property be the responsibility of the purchaser. The City of Bristol shall not responsible for any cost in the sale of this property.

RECEIVED
2024 MAR -6 PM 2:14
TOWN AND CITY CLERK
BRISTOL, CT



RECEIVED
2024 MAR -5 PM 2:30



TOWN AND CITY CLERK
BRISTOL, CT

Purchasing Department | Tel (860) 584-6195

MEMORANDUM

To: Erica Cabiya, City Clerk
Cc: Mayor Jeffrey Caggiano
Raymond Rogozinski, Director of Public Works
Nancy Levesque, City Engineer
From: Roger D. Rousseau, Purchasing Agent 
Date: March 5, 2024

RE: Contract 2C24-070 Roadway Reconstruction/Drainage and Miscellaneous Work

The Public Works Department typically augments its staff's field operations (i.e. within its Streets Division) through engagement of a general contractor, for improvements to its storm drainage infrastructure. This annual program, funded through the State of Connecticut, allows completion of storm drainage improvements prior to paving operations. My office received bids for such miscellaneous road work to be provided on an as needed basis for the period through December 31, 2024. The lowest bidder was **Tabacco & Son Builders Inc.** The Public Works Department has previously worked with this vendor and has no issue with making award to the vendor for this work.

Can you therefore please include the following motion on the agenda for the next meeting of the City Council:

*To award Contract 2C24-070 Roadway Reconstruction/Drainage and Miscellaneous Work to **Tabacco & Son Builders, Inc.** in the amount of **\$1,444,250.00**, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effectuate said contract.*

Please let me know if I can provide any further information regarding this contract; thank you for your assistance.

City of Bristol
111 North Main Street
Bristol, CT 06010
www.bristolct.gov



City of Bristol

BRISTOL, CONNECTICUT 06010

Planning Commission

12
RECEIVED
2024 FEB 28 PM 3:42
TOWN AND CITY CLERK
BRISTOL, CT

DATE: February 27, 2024

TO: Erica Cabiya – Town and City Clerk
Mayor and Bristol City Council

FROM: Bristol Planning Commission

RE: 135 Cross Street – Assessor's Map 3, Lot 15 – Request to release the Declarations of Restrictions adopted by the City Council on October 30, 1961 and recorded on the Bristol Land Records – Volume 438, Page 513.

The Planning Commission at its meeting of February 26, 2024, voted to approve the above captioned request, with the following motion:

"To release the following Declarations of Restrictions adopted by the City Council on October 30, 1961 and recorded on the Bristol Land Records – Volume 438, Page 513 for 135 Cross Street – Assessor's Map 3, Lot 15:

- 1. Restriction #2 – The use of the premises shall be restricted to industrial manufacturing purposes*
- 2. Restriction #7 – The right of reversion of title to the City of Bristol at the original purchase price, under certain events*

The Planning Commission finds that the restrictions are no longer needed due to changes in the land use approval process and the greater level of scrutiny that development applications now receive."

For questions or additional information, please contact:

City Planner – Robert M. Flanagan, AICP – City of Bristol Land Use Office at 860-584-6225.

c: Stella Johnson (via email)
Richard S. Mann, Esq. (via email)
Thomas Conlin, Esq. (Asst. Corporation Counsel)

CITY COUNCIL MEETING
MARCH 12, 2024

RECEIVED
2024 FEB 29 AM 9:57
TOWN AND CITY CLERK
BRISTOL, CT

MOTION

I MOVE that based on the positive referral from the Planning Commission that the property at 135 Cross Street, also known as Lot 15, Assessors Map 3, be relieved from restriction number 2 of the Declaration of Restrictions recorded in Volume 438, page 513 of the City of Bristol land records, and any rights of reversion as found in paragraph 7 and 9 of said Declaration.

I FURTHER MOVE that the Corporation Counsel's office prepare a Partial Release for recording on the land records to give effect to this action, and to authorize the Mayor or acting mayor to execute said Partial Release.

**THE LAW OFFICE OF
RICHARD S. MANN**
ATTORNEY

845 WASHINGTON STREET
SUITE 501
NEWTON, MA 02460

RICHARD S. MANN, ESQ.
TEL: 617-771-3361
RMANN@RICKMANNLAW.COM

VIA EMAIL
February 22, 2024

Bristol City Council
{c/o Clerk's Office}
111 North Main Street,
Bristol CT, 06010

Re: 135 Cross Street, Bristol, CT

The undersigned represents Bud's Goods of CT, Corp. ("Bud's"), the prospective purchaser of the property known as 135 Cross Street (Lot 3-15 and Lot 3-31A-1), Bristol, CT (the "Property").

Bud's has received a provisional license as a cannabis Product Packager from the Connecticut Department of Consumer Protection and has filed an application for approval of the Property by the Bristol City Council as a cannabis product packaging facility with no public access or retail sales pursuant to Bristol City ordinance § 13-122 et seq.

The Property is located in an Industrial Land site which is subject to the Declaration of Restrictions adopted by the Bristol City Council on October 30, 1961 and recorded with the Bristol Land Records at Volume 438, Page 513 (the "Restrictions").

On behalf of Bud's, the undersigned hereby respectfully requests the following from the City Council with respect to the Restrictions:

1. Either (a) confirmation that the proposed use of the Property as a cannabis product packaging facility together with all lawful related uses, with no public access or retail sales, constitutes an "industrial manufacturing" purpose within the meaning of Section 2 of the Restrictions; or (b) the waiver and release of said restriction in Section 2 of the Restrictions thereby allowing the use of the Property as a cannabis product packaging facility together with all lawful related uses, with no public access or retail sales; and

2. The waiver and release of any right of reversion set forth in the Restrictions.

I understand that prior to a hearing on this matter by the City Council, the recommendation of the Planning Commission will be required. Please schedule this matter for hearing by the City Council on the next available date after receipt of the Planning Commission's recommendation.

Very truly yours,



Richard S. Mann, Esq.
General Counsel for
Bud's Goods of CT Corp.

cc: Stella Johnson

Matthew D. Glennon, Esq. (CT Counsel)
Thomas Conlin, Esq. (Asst. Corporation Counsel)
Robert M. Flanagan (City Planner)

EDWARD C. KRAWIECKI, JR.
CORPORATION COUNSEL

THOMAS W. CONLIN
ASSISTANT CORPORATION COUNSEL

JEFFREY R. STEEG
ASSISTANT CORPORATION COUNSEL

SCOTT MATNEY
ASSISTANT CORPORATION COUNSEL

NOELLE BATES
LEGAL ADMINISTRATOR

GENNESIS OJEDA
LEGAL ADMINISTRATIVE ASSISTANT



CITY HALL
111 NORTH MAIN STREET
BRISTOL, CONNECTICUT 06010
Tel. (860) 584-6150

City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

MEMORANDUM

TO: Erica Cabiya, Town and City Clerk

FROM: Thomas W. Conlin, Assistant Corporation Counsel *TWC*

DATE: November 7, 2023

RE: Cannabis Establishment Application pursuant to Ordinance
Sec. 13-126

CC: Mayor Jeffrey Caggiano

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2023 NOV - 8 AM 11:07
TOWN AND CITY CLERK
BRISTOL, CT

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2023 MAR - 4 PM 12:45
TOWN AND CITY CLERK
BRISTOL, CT

Erica, would you kindly include the following item on the ~~Consent agenda~~ for the City Council Agenda for the November 14, 2023 meeting? Thank you.

1. To consider and act on a request, pursuant to Ordinance Section 13-126, to approve a Cannabis Establishment application by Bud's Goods of CT, for a location at 135 Cross Street, Bristol for a cannabis product packaging facility.

Equal Opportunity Employer"

CITY COUNCIL MEETING
NOVEMBER 14, 2023

MOTION

I MOVE, that the City of Bristol approve the Cannabis Establishment Bud's Goods of CT to locate a cannabis packaging facility at 135 Cross Street, pursuant to Bristol City Code of Ordinances Section 13-126.

cc: Erica Cabiya
Jeffrey Caggiano

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BRISTOL, CT

Bud's Goods of CT

Bristol City Council Package

November 14, 2023 City Council Meeting

Stella Johnson, Director of Compliance
11-7-2023

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TOWN AND CITY CLERK
BRISTOL, CT

Bud's

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Letter to the Mayor of Bristol

Mayor Jeffrey Caggiano
Mayor's Office, 3rd Floor
111 North Main Street
Bristol, CT 06010

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BRISTOL, CT

Dear Mayor Caggiano,

I hope this letter finds you enjoying the end of the summer season. I am writing to seek your support and endorsement for our proposed location for Bud's Goods cannabis product packaging facility at **135 Cross Street in Bristol, CT.**

As you are aware, the legalization of cannabis for both medical and recreational use has brought forth new economic opportunities and benefits for communities across the state. Bud's Goods is enthusiastic about participating in this industry responsibly, with a strong focus on compliance, public safety, and community engagement. Our license type specializes in receiving bulk cannabis products from other licensees, then packaging and labeling these products in full compliance with state and local regulations. Our focus is solely on packaging cannabis as a business-to-business service transaction and does not include direct sales to consumers. There is no growing of cannabis or cash handled on site.

We have conducted thorough research and identified 135 Cross Street as an ideal location for our cannabis product packaging facility. Our choice takes into consideration factors such as accessibility, proximity to transportation hubs, and adherence to zoning regulations. Additionally, we believe that this location will contribute positively to Bristol's economic growth.

We are committed to working collaboratively with the City Council, local authorities, and residents to address any concerns and ensure transparency throughout the process. Our mission is to be a responsible corporate citizen, actively contributing to the community by generating job opportunities and investing in the area's development.

We kindly request the City Council's approval for our proposed location at 135 Cross Street, Bristol, CT. Your endorsement will provide invaluable support in enabling us to establish a safe, compliant, and thriving facility.

Thank you for considering our request. We are eager to discuss our plans in more detail with you and the City Council, and we appreciate your attention to this matter.

Please feel free to contact me at 978.491.0791 or Stella@BudsGoods.com if you require any further information or if we can be of assistance in any way.

Sincerely,

Stella Johnson
Director of Compliance
Bud's Goods of CT

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Memorandum on Cannabis State Licensure and Local Approval

2023 NOV -7 PM 1:46
TOWN AND CITY CLERK
BRISTOL, CT

To: Bristol, CT Town Council
City Hall Council Chambers
111 N. Main St., 1st floor
Bristol, CT 06010

Memorandum: September 6, 2023

Subject: Clarification on Provisional Cannabis Licensees and Local Approval

I am writing to provide clarification on the process for provisional cannabis licensees in Connecticut pursuant to Chapter 420h Adult Use of Cannabis as it relates to the requirement from the city of Bristol for specific approval from the State for an address connected to provisional licensure prior to receiving a final license, as outlined in the *City of Bristol City Council Cannabis Process Memorandum*.

Background:

Under the Connecticut General Statutes Sec 21a-420g (i) (2-3), provisional cannabis licensees are those who have been conditionally approved by the state to engage in cannabis-related activities, including cultivation, processing, distribution, or retailing. This provisional approval does not grant provisional licensees the immediate right to operate at a specific location within the city.

Local Approval Requirement:

According to Sec 21a-420g (i) (2-3), before a provisional cannabis licensee can obtain a final license and commence operations, they must first secure approval from the local municipality where they intend to operate. In the case of Bristol, CT, this means that the licensee must obtain explicit approval from the City Council and City Planner.

Implications:

This requirement ensures that the city has the authority to assess the suitability of the proposed cannabis establishment location within its jurisdiction. It allows for a thorough review of zoning, safety, and other local considerations to ensure compliance with local regulations and community interests.

Conclusion:

In summary, provisional cannabis licensees do not possess specific approval from the state to operate at a particular location. Instead, they must obtain prior approval from the City of Bristol to receive a final license, as mandated by Sec 21a-420g (i) (2-3) of the Connecticut General Statutes.

If you have any further questions or require additional information, please do not hesitate to contact me at the email address or phone provided below.

Sincerely,

Stella Johnson

Director of Compliance
Bud's Goods of CT
stella@budsgoods.com
978.491.0791

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Bud's Goods of CT
54 W. Boylston St,
Worcester MA 01606

Letter to Zoning Enforcement Officer

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TOWN AND CITY CLERK
BRISTOL, CT

Edward Spyros
Zoning Enforcement
Building Department
111 N. Main St.
Second Floor
Bristol, CT 06010

September 25, 2023

Dear Mr. Spyros,

I hope this letter finds you well. We are writing to request a zoning compliance letter for our property located at 135 Cross Street, Bristol, CT 06010. Our objective is to affirm that our property complies with the zoning regulations pertaining to manufacturing and packaging of cannabis with no public access as outlined by the City of Bristol.

In support of this request, we have compiled a map that includes all abutters within 250 feet of our property lines. This map serves as evidence of our commitment to transparency and compliance with the relevant zoning regulations.

We kindly request your review of our property and issuance of a zoning support letter to City Planner Robert Flanagan, which will greatly assist us in our efforts towards a Motion of Approval from City Council.

Please let us know if there are any specific documents or information you require from us to facilitate this process. We appreciate your attention to this matter and your assistance in ensuring our compliance with Bristol's zoning regulations.

Thank you for your time.

Sincerely,

Stella Johnson
Director of Compliance
Bud's Goods of CT
978.491.0791

Letter from Zoning Enforcement



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BRISTOL, CT

Edward Spyros Bristol City Hall
Zoning Enforcement Officer Building Department
860-584-6214 111 North Main Street
EdwardSpyros@BristolCT.gov
Bristol CT 06010

BRISTOL CONNECTICUT

September 26, 2023

Bud's Goods of CT
54 W. Boylston Street
Worcester MA 01606

RE: Request for Zoning Compliance Letter
▪ 135 Cross Street: Mblu 03-15

In reference to 135 Cross Street, the property is located in the Industrial Zone (I). The purpose of the (I) zone is to accommodate older industrial uses and heavy commercial operations and is intended to be less restrictive than the Industrial Park zones.

The property owner of record is 135 Cross Street LLC of 135 Day Street, Newington CT 06111. There is one building on the property and it was constructed in 1964. The local assessor's office list the use as industrial. The current use of the building is legal and conforming to the zoning district.

There are no current building or zoning violations for this property. This does not include information from the local fire marshal's office, if any.

Bud's Goods of CT has proposed to operate a packaging facility for cannabis products at 135 Cross Street. Their operation does not include retail and will not be open to the public.

In the (I) zone, a "Manufacturing Facility" is a permitted use. As part of a manufacturing facility, the assembling of goods like cannabis is allowed. The proposal by Bud's Goods of CT is legal & conforming to the (I) zoning district.

As stipulated in Section 13-126 of the Bristol City Ordinances, this proposed cannabis establishment must seek final approval from the Bristol City Council. For more information on this process, contact the Bristol Land-Use Office (860-584-6225).

The City of Bristol Building Department is responsible for approval and enforcement of building codes and zoning regulations for residential and commercial development in the City. As the zoning

enforcement officer for the City of Bristol, I have the authority to issue this letter. If you need more information, contact my office. Thank-you.

Best regards,

E. Spyros

Edward Spyros CZEO
Zoning Enforcement Officer

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Cc: Robert Flanagan of the Bristol Land-Use Office

Letter from City Planner



City of Bristol
BRISTOL, CONNECTICUT 06010
Land Use Office

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BRISTOL, CT

October 18, 2023

Stella Johnson

Director of Compliance
Bud's Goods of CT

54 W. Boylston Street
Worcester, MA. 01606

Re: Bud's Goods of CT – 135 Cross Street – Map 3, Lot 15 – I (General Industrial) zone

Dear Stella Johnson:

Thank you for reaching out to the office and providing information relative to compliance with the City of Bristol Ordinance regarding a proposed cannabis establishment (product packager) for the above captioned property.

The following information has been reviewed:

- Your letter dated September 27, 2023.
- Compilation map depicting a 250' ft. radius for 135 Cross Street, drawn by Robert C. Green Associates, dated October 9, 2023, stamped and sealed by Robert C. Green, CT. LS.

The following information is confirmed:

1. Ordinance Section 13-124:
 - a. Your client is proposing to operate as a product packaging facility at the above captioned property.
2. Ordinance Section 13-125:
 - a. The compilation map listed above does not appear to include any of the uses listed in the ordinance, within the 250' ft. radius.
 - b. The above captioned property is located within the I (General Industrial) zone.

Should you have any questions, please call me at 860-584-6225.

Very truly yours,

Robert M. Flanagan

Robert M. Flanagan, AICP City
Planner

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Letter to City Planner

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Bud's

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BRISTOL, CT

Stella Johnson

Director of Compliance
Bud's Goods of CT

54 W. Boylston Street,
Worcester MA 01606
c. 978.491.0791

stella@budsgoods.com

September 27, 2023

Via E-Mail

Robert M. Flanagan
City Planner – Bristol, Connecticut
111 North Main Street,
Bristol CT, 06010

Re: Bud's of CT Corp ("Bud's")

Dear Mr. Flanagan,

Bud's has received a provisional license as a Product Packager from the Connecticut Department of Consumer Protection. I have attached our Provisional License notice for your convenience. Bud's requests that the City of Bristol approve our location at 135 Cross Street, Bristol at the City Council's October 10, 2023 meeting. This request is limited to a location approval for Bud's as a product packaging facility with no public access or retail sales.

For context, Bud's has a fully executed Letter of Intent to purchase the building at 135 Cross Street, Bristol, Connecticut (the "Property").

Per our discussions with your office and pursuant to Bristol City ordinance § 13-122 et seq. adopted by the Bristol City Council on September 22, 2022 (hereinafter the "Cannabis Ordinance"), I have attached a compilation map which identifies all uses within 250 feet of the Property utilizing Bristol's own GIS database. The map demonstrates that the Property complies with the proximity limitations outlined in Section 13-125 of the Cannabis Ordinance.

Specifically, the Property is not located within 250 feet of any school, church, hospital, municipal park, or municipal recreational facilities. Rather, the Property is located on a quiet piece of Cross Street off of Rt. 229 abutted by real estate businesses, a municipal office building, and a residential dwelling.

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BRISTOL CT

Bud's

Your review and confirmation are appreciated. Please let me know if you require any additional materials. Thank you for your time and attention regarding this matter.

Best,

Stella Johnson

Stella Johnson

Enclosures

Provisional License

◆State of Connecticut◆
◆Department of Consumer Protection◆

Pursuant to Public Act 21-1, Section 35(i) recognizes the issuance of this Provisional License to the following establishment:



Be It Known That
Bud's Goods
DBA:
is recognized as a
ADULT-USE CANNABIS PRODUCT PACKAGER

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TOWN AND CITY CLERK
BRISTOL, CT

Certificate Number: ACPP.0000315
Current Status: **ACTIVE IN PROVISIONAL**
Effective Date: 01/26/2023
Expiration Date: 03/25/2024

The issuance of this Provisional license does not allow for the cultivation, sales or distribution of any cannabis products until the final licensure is used by the Department of Consumer Protection.

Dear Bud's Goods:
We have approved your application for a Provisional License. This provisional license is non-transferable and shall expire after fourteen months from issuance and shall not be renewed.

1

The issuance of your certificate grants limited use of the title in a manner prescribed under Public 21-1, Section 35(i) along with the prescribe requirements for obtaining a Project Labor Agreement as described in this act under section 103 to be filed as part of your final licensure application.

The issuance of this provisional is not your final license. You must apply for a final licensure and submit all of the required documents which can be found on our web-site at [Laws and Regulations for Adult-Use Cannabis](#)

This credential information can be verified at the following: [Department of Consumer Protection's website](#) You can also print out this provisional certificate as proof of your current adult-use cannabis establishment status.

State of Connecticut
Department of Consumer Protection
Drug Control Division ~ Adult-Use Cannabis Program
450 Columbus Blvd, Ste 901
Hartford, CT 06103
Email: DCP.Cannabislicensing@ct.gov
Web-site: www.ct.gov/cannabis

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BRISTOL, CT

License Portal Details

9/27/23, 1:19 PM

Print Lookup Details



State of Connecticut

Lookup Detail View

Name and Address

Name	Mailing Address	License Address
Bud's Goods	Bud's Goods 54 W Boylston Street Worcester, MA 01606	Address is not available until the final application is complete

Credential Information

Credential	License Type	Effective Date	Expiration Date	Status	Application Type
ACPP.0000315	ADULT-USE CANNABIS PRODUCT PACKAGER	01/26/2023	01/25/2025	ACTIVE	

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PURCHASE AND SALE AGREEMENT

2023 NOV -7 PM 1:47

TOWN AND CITY CLERK
BRISTOL, CT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made effective as of this 31st day of October 2023 (the "Effective Date"), by and between 135 Cross Street, LLC, a Connecticut limited liability company with a mailing address of 135 Day Street, Newington, CT 06111 (referred to as "Seller"), and Bud's Goods of CT, Corp. a Connecticut stock corporation with a mailing address of 54 West Boylston Street, 1, Worcester, MA 01606 (referred to as "Purchaser" or "Buyer"). The parties acknowledge that they entered into a Binding Offer to Purchase dated August 31, 2023 (as to the Purchaser) and September 2, 2023 (as to the Seller), and they now agree that this Purchase and Sale Agreement supersedes the terms of that Offer.

WITNESSETH:

WHEREAS, the Seller owns the fee simple title to the property known as 135 Cross Street, Bristol, Connecticut 06010 which property is more specifically described as property shown in Book 2115 at pages 797-798 of the Bristol Land Records (and shown on Exhibit A attached hereto and made a part hereof) and;

WHEREAS, the Seller desires to sell the property to the Purchaser, and the Purchaser desires to purchase the property from the Seller, all in the manner and upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Agreement to Buy and Sell. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all in the manner and upon and subject to the terms and conditions set forth in this Agreement, the following (collectively, the "Premises"):

- (a) those certain two (2) pieces or parcels of land described on Exhibit A subject only to the Permitted Encumbrances (as defined herein), together with the buildings and improvements thereon;
- (b) any, all furnaces, heaters, heating equipment, oil and gas burners, hot water heaters, plumbing and bathroom fixtures, alarm and security systems, electric and other lighting fixtures, signs, outside television antennas, air conditioning equipment and ventilators located in the buildings on the aforesaid land; and
- (c) any easements appurtenant to the aforesaid land and all of Seller's right title and interest in and to any (i) licenses, permits, approvals, variances and similar items issued by governmental authorities, (ii) warranties (including roof, HVAC and other Building systems' warranties), guaranties and indemnities by or claims against third parties, (iii) plans, drawings, specifications, surveys and reports with respect to the aforesaid land, building and improvements thereon (the foregoing being collectively referred to as the "Appurtenant Rights").

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2. Purchase Price and Method of Payment. The total purchase price is \$1,055,000.00 payable as follows:

- a. By deposit, which was tendered with a Binding Offer to Purchase, to be applied to the total purchase price at Closing: \$5,000.00.
- b. By deposit with the tender of this signed Agreement, to be applied to the total purchase price at Closing: \$45,000.00 (collectively, with the initial Binding Offer deposit, the "Deposit" or the "Deposits").
- c. By certified or bank check, or at the Seller's option, by wire transfer of immediately available federal funds, at Closing: \$1,005,000.00.

3. Mortgage Contingency. None.

4. Closing Date. The closing of the sale of the Premises will take place on the business day that is thirty (30) days after the date that Purchaser notifies Seller in writing that Purchaser has obtained all Approvals without any conditions deemed unreasonable by Buyer and with all applicable appeal periods having expired without the filing of any appeal, or if an appeal has been filed, with the appeal having been finally disposed of in favor of Buyer (the "Closing Date" or the "Closing"). The deed and accompanying Seller's documents shall be delivered to Buyer's attorney at such place as may be designated by the Closing Date or sooner by mutual agreement of the parties. There shall be no "in person" meeting of the parties for the closing unless mutually agreed by the parties' attorneys. Prior to the Closing the attorneys representing the parties shall use email for prior review of drafts of documents. Final documents requiring "wet" signatures shall be exchanged between the parties' attorneys by courier services, and it is agreed that e-signatures may be used by agreement when available and allowable. Closing funds shall be overnighted by courier or wired at the parties' attorneys' discretion and agreement.

If the Seller is unable to give title, make conveyance, or deliver possession of the Premises as required by this Agreement, or if at the Closing Date the Premises does not conform with the provisions hereof, then, at Purchaser's option, the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which the Closing Date shall be extended for a period of up to thirty (30) days, as designated by Purchaser.

If at the expiration of such extended time Seller is unable to give title, make conveyance, or deliver possession of the Premises in accordance with the terms of this Agreement, or the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any Deposits made under this Agreement shall be forthwith refunded to Purchaser and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, provided, however, that the Purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the Premises to its former condition, either:

(i) pay over or assign to the Purchaser, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration; or

(ii) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to its former condition or to be so paid over or assigned, give to the Purchaser a credit against the Purchase Price, on delivery of the Deed, equal to said amounts so recovered, recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

5. Due Diligence.

- a. Due Diligence Period. Purchaser shall have the right to perform a due diligence review and inspections (the "Due Diligence Review and Inspections") during the 90-day period (the "Due Diligence Period") commencing on the later of (i) the Effective Date of this Agreement or (ii) the date that Seller delivers to Purchaser copies all documents pertaining to the Premise within Seller's possession or control, including, without limitation, current operating expense statements, appraisals, title policies, survey plans, "as built" building floor plans, zoning information, opinions and reports, engineering, structural, mechanical, traffic, wetlands, soils, drainage and all other studies and reports, notices, or information pertaining to the condition or status of the Property including a copy of the Phase I Environmental Site Assessment Report ("Phase I Report") that was conducted by Blue River Engineering dated August 23, 2019 any other environmental studies, reports, and filings, including reports regarding remediation either to be commenced, presently on-going, or concluded within the last 60 days (the "Property Materials").
- b. During the Due Diligence Period the Seller will provide reports it receives from Blue River Engineering pertaining to the Seller's remediation plans and undertakings for the areas of the premises identified by Seller's Licensed Environmental Professional (LEP) in accordance with Areas of Concern (AOCs) identified in the Engineering Phase I Report.
- c. Purchaser may review, investigate, and inspect the Premises as desired including, without limitation, matters involving title, zoning, survey, environmental, and the physical and structural integrity of the buildings and review of the Property Materials. Seller shall provide all necessary access to the Premises and allow the Purchaser to perform Purchaser's Due Diligence Review and Inspections. Purchaser shall provide Seller with at least one (1) business day prior written notice of any entry, including a description of such activity Purchaser plans to conduct on the Premises, and Seller shall be entitled to have a representative present during any such entry, visit or testing. Seller shall cooperate with the requests of Purchaser to provide complete access to the property as Purchaser deems necessary to exercise its inspection rights hereunder. Upon completion of any inspection or investigation, Purchaser will promptly restore the Premises to the condition existing prior to Purchaser's initial entry upon the Premises. Purchaser's agents conducting any testing shall provide a certificate of insurance to the Seller prior to any work being commenced.

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- d. Purchaser shall have the right to terminate this Agreement if for any reason Purchaser is not satisfied, in its sole discretion, with the results of the Purchaser's Due Diligence Review and Inspections. Such termination shall be effected by delivering written notice of termination to the Seller on or before five (5) days after the expiration of the ninety-day Due Diligence Period, whereupon all Deposits made shall be promptly refunded to Purchaser, without further recourse to either of the parties.
 - e. Should the Purchaser not terminate this Agreement as provided above, the Purchaser shall continue to have reasonable access to the Premises at all reasonable times, for all reasonable purposes, including, without limitation, for purposes of planning the layout of the space, measuring the Premises, additional testing, and inspections, preparing architectural drawings and allowing prospective investors' inspections and appraisals.
 - f. Carry Payments. Should the Purchaser not terminate this Agreement as provided above, the Purchaser, from and after the expiration of the Due Diligence Period, shall pay Seller the amount of \$7,500.00 per month on the first day of each month (prorated for any partial month) (the "Carry Payments") until the earlier to occur of (i) the Closing Date; or (ii) the date that Buyer terminates this Agreement pursuant to the Approvals Contingency as set forth hereafter. The Carry Payments shall be non-refundable except in the event of Seller's default, including, without limitation, failure to deliver the Environmental Deliveries.
 - g. Confidentiality. Unless Seller specifically and expressly otherwise agrees in writing, Purchaser agrees that all information regarding the Premises of whatsoever nature made available to it by Seller or Seller's agents or representatives or any information with respect to the Premises or any other information or documentation obtained or prepared by or made available to Purchaser in connection with or arising out of this Agreement or the performance of any of its rights or obligations hereunder (collectively, "Proprietary Information") is confidential and shall not be disclosed to any other person except as may be required by law and except to those assisting Purchaser with the transaction, or Purchaser's lender, if any, or in connection with any dispute arising under this Agreement, and then only upon Purchaser making such person aware of the confidentiality restriction and procuring such person's agreement to be bound thereby. In the event the purchase and sale contemplated hereby fails to close for any reason whatsoever, Purchaser agrees to return to Seller, or cause to be returned to Seller, all Proprietary Information. The provisions of this Section shall survive the Closing or the earlier termination of this Agreement.
6. Environmental Matters.
- a. CT Transfer Act Applicability. The parties acknowledge that the Premises may constitute an "Establishment", as that term is defined in the Connecticut Transfer Act, Conn. Gen. Stat. Section 22a-134 et seq., as amended (the "Act"). Seller, at its expense, shall prepare the appropriate Transfer Act Form, along with the environmental condition assessment form ("ECAF"), as required by the Act and any

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appendices thereto. Seller shall execute the Forms as Transferor and as the "Certifying Party" (as defined by the Transfer Act). Seller assumes responsibility for the conduct and completion of all of the obligations associated therewith, and the delivery of the documents to the Purchaser. Purchaser shall file the form and ECAF with the CT Department of Energy and Environmental Protection ("DEEP") within ten (10) days of the Closing, together with the fee payment form. Purchaser shall be responsible for paying any and all fees arising under the Act, subject to reimbursement by Seller as a credit at Closing. In the event that the DEEP rejects the filed Forms as inappropriate, Seller, at its expense, shall prepare the appropriate Form, execute the Form as the "Certifying Party" and re-file the Forms with the Connecticut Department of Energy and Environmental Protection along with the appropriate filing fee.

Purchaser's obligations under this Agreement shall be subject to and contingent upon the delivery by Seller to Purchaser prior to Closing, at Seller's cost, of the following (collectively, the "Environmental Deliveries"): evidence satisfactory to Purchaser that any and all existing environmental issues with the Premises have been fully resolved and remediated to the satisfaction of DEEP and any and all other applicable government authorities including, without limitation, the delivery prior to Closing of a so-called "closing" or "no further action" letter or equivalent from the DEEP or other applicable state environmental authority. In the event Seller fails to make the Environmental Deliveries within two hundred forty (240) days after the Effective Date, Purchaser shall have the right to terminate this Agreement upon written notice to Seller delivered within five (5) days after the expiration of such time period, whereupon the Deposits including the Carry Payments shall be promptly refunded to Purchaser, without further recourse to either of the parties.

Notwithstanding the above, however, if on the two hundred fortieth (240th) day after the Effective Date the Seller has remediated and filed all documents with the applicable governmental authorities but has not received a "closing" or "no further action" letter or equivalent, the Seller shall have an additional thirty (30) days to make the Environmental Deliveries.

- b. Subject the Purchaser's Due Diligence Review and Inspections, and the delivery of the Environmental Deliveries, notwithstanding the above, the Premises are being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the Closing Date. Except as expressly set forth in this Agreement or in Seller's Warranty Deed, no representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future have been made or are made and no responsibility has been or is assumed by Seller or by any member, shareholder, partner, director, officer, manager, person, firm, broker, agent, employee or representative of or acting or purporting to act on behalf of the Seller of, as to concerning or with respect to:
- (i) the condition or repair of the Premises or any portion thereof;
 - (ii) the value, expense of operation, or income potential of the Premises or any portion thereof;

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- (iii) the suitability of the Premises or any portion thereof for any and all activities and uses which Purchaser may intend to conduct thereon;
- (iv) the compliance or non-compliance of or by the Premises or any portion thereof or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (v) the habitability, merchantability or fitness of the Premises or any portion thereof for a particular purpose; or
- (vi) any fact or condition which has or might affect the Premises or the condition, repair, value, expense of operation or income potential of the Premises or any portion thereof.

After the Closing occurs, Purchaser shall take title to the Premises subject to any and all environmental conditions (collectively, the "Environmental Conditions") whether known or unknown, disclosed or undisclosed, any and all claims and/or liabilities relating to (in any manner whatsoever) any hazardous, toxic or dangerous materials or substances located in, at, about or under the Premises, any and all claims or causes of action (actual or threatened) based upon, in connection with or arising out of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 9601 et seq., and any other law or cause of action (including any federal or state based statutory, regulatory or common law cause of action) related to environmental matters of liability with respect to or affecting the Premises (collectively, the "Environmental Laws").

- c. Purchaser hereby releases Seller from any liability of any kind or nature arising with respect to any Environmental Conditions and, specifically, agrees that if any claim is brought against Purchaser arising out of any Environmental Condition, Purchaser shall have no claim of any kind or nature against Seller.
- d. The Environmental Matters provisions of this Agreement shall survive the Closing.

7. Escrow of Deposits. The deposits (hereinafter "deposit") shall be held in escrow by Seller's Attorney, Wyland Dale Clift, P.O. Box 1, 1175 South Main Street #9, Plantsville, CT 06479 until the time of Closing or earlier as set forth herein. In the event of a disagreement between the parties about the disposition of the Deposit, the Escrow Agent shall hold the Deposit until it receives either: (a) a written agreement signed by the parties directing disposition of the Deposit, or (b) a final order of a court of competent jurisdiction directing disposition of the Deposit. Upon disbursement of the Deposit in accordance with this paragraph, the Escrow Agent shall not have further liability other than liability for fraud or willful misconduct.

8. Permitted Encumbrances. The Premises shall be sold and conveyed by the Seller subject only to the following items which are sometimes herein referred to as "Permitted Encumbrances":

- a. Any and all provisions of any ordinance, municipal regulation, or public or private law, but not violations thereof.
- b. Real estate taxes not yet due as of the Closing, which taxes shall be adjusted as provided herein.

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Easements as of record appear if not objected to by Purchaser during the Due Diligence Period.

Any environmental issues associated with the Premises not objected to by Purchaser during the Due Diligence Period. The Seller represents that it has no knowledge of any on-going violations or obligations pertaining to environmental issues, and that it has no information regarding environmental issues associated with the Premises other than as disclosed and provided in a Phase I Report, a copy of which has been provided to the Purchaser.

9. Delivery of Documents. At the Closing, the Seller shall deliver to the Purchaser the following documents (the "Documents"):

- a. Warranty Deed in proper form (the "Deed"), containing full covenants of title, sufficient to convey to the Purchaser or its designee good and marketable fee simple title to the Premises and the Appurtenant Rights, free from all encumbrances and defects other than Permitted Encumbrances;
- b. An executed Real Estate Conveyance Tax Return and checks to the order of the appropriate governmental authorities in amounts sufficient to pay the real estate conveyance taxes payable upon the recording of the Deed;
- c. Affidavits customarily required by title insurance companies in the State of Connecticut for the issuing of title insurance protecting against mechanic's liens and parties in possession;
- d. Waivers of mechanics liens executed by or on behalf of all persons, firms and corporations who shall have furnished materials or performed work or services on or at the Premises during the period commencing ninety (90) days prior to the Closing;
- e. An Affidavit of the Seller swearing that the Seller is not a "foreign person" as defined in Section 1445(B) (2) of the Internal Revenue Code of 1986, as amended;
- f. The Environmental Deliveries;
- g. An Assignment of Rights in customary form and substance;
- h. Evidence reasonably satisfactory to the title insurance company providing Purchaser's owner's title insurance, and Purchaser's counsel, of the capacity and authority of the persons signing this Agreement and all documents delivered pursuant hereto on behalf of Seller and for the closing of this transaction on behalf of Seller;
- i. A complete set of all keys and other devices allowing access to the Premises properly labeled and the codes for all security devices;
- j. A signed Settlement Agreement;
- k. A Certificate of Legal Existence for Seller issued by the Connecticut Secretary of State dated within thirty (30) days prior to the Closing Date;
- l. All other executed documents and instruments reasonably necessary and customary to close this transaction or otherwise required by this Agreement,

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provided the same are not inconsistent with this Agreement and do not increase the liability of the party signing the document or instrument.

Title. Seller will transfer title to the premises to Purchaser subject only to the Permitted Encumbrances. Purchaser shall have up to thirty (30) days prior to the contractual Closing Date to determine the condition of title and make objections to Seller. Personal property on the Premises that is purchased by Purchaser, if any, shall be transferred to Purchaser at Closing by a proper Bill of Sale. Prior to the Closing, Seller shall remove any personal property not being purchased by Purchaser.

11. Possession. The parties acknowledge that at the time of Closing there will be no tenants or other individuals entitled to possession of the Premises.

12. Adjustments. Adjustment of real property taxes, fuel, water, electricity, sewer, and other charges, if any, shall be made as of the Closing in accordance with the prevailing practices of the Connecticut Bar for real estate transactions in the City of Bristol, Hartford County.

13. Risk of Loss. Until the Closing, the risk of loss by fire or other casualty to the improvements on the Premises, liability for personal injury or damage to property of others at the Premises, shall be borne by the Seller.

14. Condemnation. If, prior to the Closing, all or any part of the Premises is taken by eminent domain, the Purchaser shall have the option either (i) to elect not to acquire the Premises, whereupon this Agreement shall terminate and upon return of the Deposit, the parties shall be relieved of all further rights and obligations with respect thereto, or (ii) to acquire the Premises, subject to such action, without adjustment in the Purchase Price and otherwise in accordance with the terms and provisions of this Agreement, but the Purchaser shall upon Closing be entitled to the proceeds of all awards made on account of such taking which would otherwise accrue to the Seller. The Purchaser shall give written notice to the Seller of any election pursuant to this Section within five (5) business days following receipt by the Purchaser of any written notice of such taking or proposed taking. Failure of the Purchaser to make such election within said period shall be deemed an election not to proceed to Closing pursuant to clause (i) above.

15. Brokers. The Seller is responsible to pay any commission due on the sale of the Premises. The Seller and the Purchaser recognize the following broker: Cavanaugh and Company, 98 Washington Street, Middletown, Connecticut 06457. Seller and Purchaser each represent and agree that they have not dealt with any other Broker in connection with this transaction and, therefore, no other commission is due to any other broker as a result of this transaction.

16. The Seller's Representations and Warranties. The Seller represents and warrants as follows:

- a. The Seller has good, record and marketable title in fee simple to the Premises, subject only to Permitted Encumbrances.
- b. There are no legal or other actions, proceedings or governmental investigations pending or threatened which affect the Premises or which would materially adversely affect the ability of the Seller to carry out its obligations hereunder.
- c. The Seller has received no notice of any condemnation or eminent domain proceedings or negotiations for any of the Premises in lieu of condemnation and, to

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the best of the Seller's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Premises or any portion of it.

- d. Other than Seller, there are no parties in possession of any portion of the Premises as lessees, tenants at sufferance or trespassers, there exist no other agreements, leases, or contracts (written, oral, or otherwise) entered into by the Seller or any predecessor of Seller giving any other party any rights to occupy any portion of the Premises;
- e. Neither Seller nor the Premises are subject to any agreements or contracts that will be binding on Buyer, whether oral or written, except for the Permitted Encumbrances;
- f. The Seller has received no written notices of nor is Seller aware of any violations of: (i) applicable laws, regulations, ordinances and codes including, without limitation, those relating to fire, safety, health, subdivision, flood control, zoning or building, (ii) any Permitted Encumbrances; or (iii) any applicable environmental laws with respect to the presence or release of hazardous substances as defined under said laws on, in, or from the Premises (except with respect to the environmental matters set forth in the Phase 1 Report);
- g. To the best of Seller's knowledge, there are not now, nor were there ever any underground storage tanks under the Premises;
- h. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Connecticut and has full right, power and authority to own the Premises, to execute and deliver this Agreement, to consummate the transactions, to comply with and fulfill the terms and conditions hereof and to sell the Premises to Purchaser. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms;
- i. Neither the execution and delivery hereof, nor the consummation of the transactions, nor the compliance with or fulfillment of terms and conditions hereof will violate, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under (i) the organizational documents of Seller, (ii) any approvals, restrictions, covenant, commitment, contract or agreement relating to the Premises to which Seller is a party or by which Seller is otherwise bound; or (iii) any ruling, order, writ, injunction, decree or judgment of any governmental authority or court relating to the Premises or to which Seller is otherwise subject;
- j. Seller is the owner of all of the systems and equipment appurtenant thereto which service the Premises none of which is leased; and

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The land and buildings which comprise part of the Premises complies with all the subdivision, zoning and dimensional land use requirements under all applicable laws.

17. Conditions to Closing. The Purchaser's obligations to close hereunder are conditioned upon the following:

- a. Delivery at the Closing of all Documents required to be delivered by the Seller pursuant to this Purchase and Sale Agreement.
- b. All representations and warranties of the Seller set forth in herein being true and correct as of the Closing.

18. A. Default by the Purchaser or Seller.

- a. The Purchaser shall be in default under this Agreement in the event that the Purchaser shall fail to perform and comply with the agreements and conditions which are required to be performed or complied with by the Purchaser pursuant to this Agreement.
- b. If the Purchaser shall be in default under this Agreement, the Seller shall be entitled to terminate this Agreement (by written notice to the Purchaser) and the sole remedy of the Seller at law or in equity shall be the retention of the Deposit hereunder as liquidated damages.
- c. In the event that Seller shall materially breach any representation or warranty hereunder or shall be in default in any of its obligations under this Agreement, Purchaser may, at its option, (a) cancel this Agreement in which case the Escrow Agent is irrevocably instructed to return the Deposit to Purchaser, and thereupon this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder; (b) waive any such default and proceed with this Agreement and purchase the Premises without reduction in the Purchase Price; or (c) pursue any other legal or equitable remedy, including, without limitation, specific performance of this Agreement and/or a suit for money damages only if specific performance is not available as a remedy.

19. Prior Agreements. This Agreement constitutes the entire agreement by and between the parties hereto affecting the Premises and supersedes any and all previous agreements, written or oral, between the parties and affecting the Premises. This Agreement may not be modified except by an instrument in writing signed by the parties hereto. The parties agree that upon the closing of this contract and recording of the deed of conveyance that any and all prior claims or contracts they have or may have with or against each other prior to the execution of this Agreement are void and fully released and will never be pursued by the parties or their heirs and/or assigns.

20. Survival of All Representations and Warranties. All representations, warranties, covenants and agreements of the Seller and the Purchaser contained herein shall survive the Closing and shall not merge in the

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Deed to be given by the Seller even though not inserted or otherwise included in such Deed.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

22. Successors and Assigns. The rights and obligations contained herein shall be binding upon and inure to the benefit of the Seller, the Purchaser, and their respective successors and assigns.

23. Waiver of Conditions. Notwithstanding any provision of this Agreement, either party may at its option waive any provision that is a precondition to his or her performance hereunder and close the transaction.

24. Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

25. Other Contingencies - Approvals.

- a. Upon and after the Effective Date of this Agreement, Purchaser shall apply for all necessary state, local and other governmental licenses, permits, registrations, variances, or other approvals (collectively, the "Approvals") that are required to use the Premises as a marijuana product packaging and distribution facility as defined under applicable state law. If prior to the date that is one hundred twenty (120) days after the expiration of the Due Diligence Period (the "Approvals Deadline") the Purchaser notifies Seller in writing that Purchaser has been unable to obtain all Approvals without any conditions deemed unreasonable by Purchaser and with all applicable appeal periods having expired without the filing of any appeal, the Purchaser shall have the right, in its sole discretion, to terminate this Agreement. In that case all Deposits made by the Seller hereunder shall be released to the Seller. This provision does not include return of the required "Carry Payments" under this Agreement.
- b. The Purchaser may extend the Approvals Deadline for an additional ninety (90) days if, prior to the initial Approvals Deadline it provides written Notice to Seller that, after having filed its applications for all Approvals, it has not received the necessary decisions rendered thereon by any applicable governmental authority.
- c. If on the Approvals Deadline Date, as it may be extended, the Approvals have been granted but any applicable appeal period has not expired, or if an appeal has been filed as to any of the Approvals, the Approvals Deadline Date shall be extended to the date that is two (2) business days after the later of: (a) the expiration of such appeal period; or (b) the final resolution of any appeal.

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- d. Upon request, Seller will supply Purchaser with any documents in Seller's possession to help with Purchaser's application and approval process for the Approvals, and agrees to provide signatures as required for the applications for

the Approvals involving the Premises, and agrees to and will otherwise cooperate with Purchaser in its efforts to obtain all Approvals.

26. Notice. Any notice, report, request or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served, for all purposes if sent by email or nationally recognized overnight courier, to the respective party at the addresses set forth below, and shall be deemed to have been given or served only on the date received or rejected. Notwithstanding the aforesaid, requests for and granting or denial of requests for extension of time may be communicated by email or fax between the parties attorneys:

If to the Purchaser:

Alexander Mazin
Bud's Goods of CT, Corp.
54 West Boylston Street, 1
Worcester, MA 01606
Alex@budsgoods.com

With a copy to:

Richard S. Mann, Esq.
845 Washington Street
Suite 501
Newton, MA 02460
T. 617-771-3361
(Email) rmann@rickmannlaw.com

If to the Seller:

Jon Rondeau
135 Day Street
Newington CT 06111 Plantsville, CT 06479 jrondeau@newwaveindustries.com T. 860-310-5681

With a copy to:

Wyland Dale Clift, Esq.
P.O. Box 1
F. 860-329-0340
wclift@CliftLawCT.com

27. Construction of this Agreement. The terms and conditions of this Agreement have been negotiated by the parties and the contract shall not be construed for or against either the Purchaser or the Seller. Time is of the essence for all deadlines contained in this Agreement, except for the Closing Date, which may be extended (a) based on delays caused by force majeure, (b) in Buyer's discretion based on delays in Seller making the Environmental Deliveries, (c) or for convenience in scheduling by mutual agreement of the parties. This Agreement may be executed in multiple counterparts each of which shall constitute an

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original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in scanned or electronic (e.g. "pdf" or "tif") format shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such electronic, facsimile or scanned documents were an original executed counterpart.

Signatures to follow

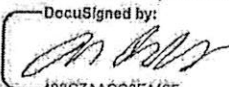
IN WITNESS WHEREOF, the Seller and the Purchaser have hereunto set their hands and seals as of the day and year first above written.

Purchaser: Bud's Goods of CT, Corp.

By: 

Printed Name: Alexander Mazin Its
CEO/President

Seller: 135 Cross Street, LLC

By: 
498C7AACC8F446F...

Printed Name: Jon Rondeau
Its Member

EXHIBIT "A"

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See the attached legal description from Book 2115 at pages 797-798 of the Bristol Land Records and the plan attached hereto showing the Premises as two contiguous parcels, one labelled as "135 Cross St" and the other labelled as "Vacant Lot."

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EXHIBIT A

SCHEDULE A

First Piece :

All that certain piece or parcel of land, together with all buildings and improvements thereon, situated on the northerly side of Cross Street in the Town of Bristol, County of Hartford and State of Connecticut, and shown as Lot No. 15 on a certain map or plan entitled "Land Owned By City of Bristol Showing Industrial Plots Bristol, Conn. January, 1959 Engineering Department City of Bristol, Bristol, Connecticut C. M. Pfennig, City Engineer Scale 1" - 200' Rev. Dec. 1958 - Mar, 1960 - Nov. 1961 Rev. April 1962 Rev. March 1963", which map or plan is recorded in the Bristol Land Records in Volume 460 at Page 13.

Said piece or parcel of land is more particularly bounded and described as follows, to wit:

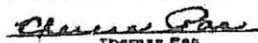
NORTHERLY: By land now or formerly of the City of Bristol, two hundred (200) feet;
EASTERLY: By land now or formerly of Anthony Tino, two hundred seventeen and eighty one hundredths (217.80) feet;
SOUTHERLY: By Cross Street, two hundred (200) feet; and
WESTERLY: By land now or formerly of Cross Investment corp., two hundred seventeen and eighty one-hundredths (217.80) feet.

Second Piece:

All that certain piece or parcel of land together with all improvements thereon, situated on the northerly side of Cross Street, in the Town of Bristol, County of Hartford and State of Connecticut, and being more particularly bounded and described as follows, to wit:

Commencing at a concrete bound in the northerly line of said Cross Street, which concrete bound is two hundred fifty-three and thirteen hundredths (253.13) feet easterly of a street monument marking an angle point in the northerly line of said Cross Street; Thence running northerly along land of Anthony Tino, in a straight line, making an interior angle of 90° with the northerly line of said Cross Street, to a concrete bound, a distance of two hundred seventeen and eight tenths (217.8) feet; Thence running easterly along land of the City of Bristol, in a straight line, making an interior angle of 90° with the last described line, to a concrete bound, a distance of one hundred sixty-five and three tenths (165.3) feet; Thence running southerly along other land of said City of Bristol, in a straight line, making an interior angle of 92°33' with the last described line, to a concrete bound set in the northerly line of said Cross Street, a distance of two hundred eighteen and two hundredths (218.02) feet; Thence running westerly along the northerly line of Cross Street, which line makes an interior angle of 87°27' with the last described line, to the point and place of beginning, a distance of one hundred seventy-five (175) feet.

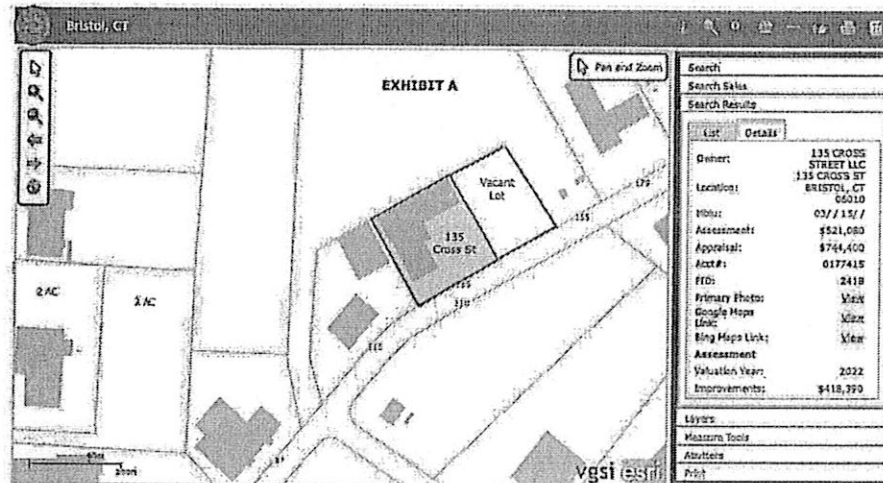
Received for Record at Bristol, CT
On 08/27/2019 At 9:47:44 am

 Town Clerk
Theresa Pao

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Social Equity Council

Sent via email 3/4/24
stella@budsgoods.com

Stella Johnson
Director of Compliance
Bud's Goods of CT
54 W. Boylston Street,
Worcester MA 01606

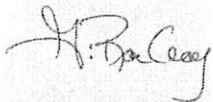
Re: ACPP.0000315

This letter is to inform you that the Social Equity Council (SEC) has **approved your Social Equity Plan**. A copy of this approval notification has been forwarded to the Department of Consumer Protection. This approval is conditioned upon the following:

- **Metrics used for progress assessment of Goal #1 – Support the Educational Goals of Women and Girls of Color Within The DIA**, must include demographic information for young women from the Bristol DIA benefiting from this goal, including address. The metric must also track educational progress of scholarship recipients for 5 years from the time of graduation from high school throughout college, including post-secondary education
- **Within 30 days of opening** provide a detailed a focused marketing outreach plan to ensure young women from the Bristol DIA are aware of this program, including outreach to but not limited to the Bristol Board of Education, NAACP Bristol Branch, Boys and Girls Clubs, Bristol area Churches.
- Goal #1 beneficiary's must be 100% young women of color from the Bristol DIA.

The outstanding information should be submitted to Karen Colebut at Karen.Colebut@ct.gov. If you have any questions, please contact Karen Colebut.

Sincerely,



Ginne-Rae Clay
Executive Director

cc: Social Equity Council
Department of Consumer Protection