



*City of Bristol
City Council*

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Passcode: 123456*

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The regular City Council Meeting will be held on Tuesday, October 8, 2024, at 7:00 PM. in Council Chambers 111 North Main Street, Bristol, CT 06010 .

1. Call to Order
2. Approval of Minutes
 - a. Approval of minutes of the regular City Council meeting held on September 10, 2024.
3. Public Participation
4. Announcements
5. Consent Agenda
 - a. To place on file the New Hire report for September, 2024.
 - b. To approve the tax refunds dated October 1, 2024.
 - c. To approve the submission of a grant application in the amount of \$10,072 for the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation, 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.
 - d. To place on file a positive referral from the Planning Commission for a C.G.S. 8-24 review of Lot 3 Business Park Drive - Map 3, Lot 3.
 - e. To place on file a positive referral from the Planning Commission for a C.G.S. 8-24 review of 396 Jerome Avenue - Map 53, Lot 134-2-2.

- f. To place on file a positive referral from the Planning Commission for a C.G.S. 8-24 review of 30 Cross Street - Map 4, Lot 13-1.
- g. To approve extension of Contract 2P22-003 Project Manager for Use of ARPA Funding with UHY Advisors N.E., LLC and/or its assigns, for the period through December 31, 2026, and to authorize the Mayor or Acting Mayor to execute any documents necessary to effect said contract extension.
- h. To accept funding from the State of Connecticut Office of Early Childhood for the following grant: School Readiness - Priority Private Provider Payment in the amount of \$59,189.00 - Award Period 7/1/2024 - 6/30/2025; to refer this grant to the Board of Finance for appropriation and any other necessary action, and to authorize the Mayor or Acting Mayor to execute any and all necessary documents related to the application, funding, and implementation of this grant.
- i. To place on file a referral from the Animal Control Building Committee to purchase the property located at 30 Cross Street for the purpose of the new Animal Control facility.
- j. To award Contract 2P25-010 Architectural/Engineering Services Relative to Renovation of Office Space for Bristol Burlington Health District to Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. in an amount of \$139,150.00, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

6. Reports and Committee Reports

- a. **Ordinance Committee** - To adopt amendments to the Bristol Code of Ordinances Chapter 2, Administration, Article II, Officers and Employees, Division 5, Retirement, Section 2-80, Same - Early Retirement Option.
- b. **Ordinance Committee** - To adopt amendments to the Bristol Code of Ordinances Chapter 2, Administration, Article II, Officers and Employees, Division 5, Retirement, Section 2-86, Vesting.
- c. **Ordinance Committee** - To adopt amendments to the Bristol Code of Ordinances Chapter 18, Article XII, Bristol Transportation Commission, Section 18-170, Members.
- d. **Ordinance Committee** - To adopt amendments to the Bristol Code of Ordinances Chapter 5, Buildings and Building Regulations, Sec. 5-19, Fees.
- e. **Real Estate Committee** - To refer city-owned property known as Lot 129-2 on Tax Assessor's Map 2, Violet Drive, to the Planning Commission for a C.G.S. Section 8-24 report specifically to address proposing a lot line boundary adjustment with the adjoining property known as 127 Daisy Circle; and to refer city-owned property known as Lot 120-9 on Tax Assessor's Map 2, Candlewood Drive, to the Planning Commission for a C.G.S. Section 8-24 report specifically to address proposing a lot

line boundary adjustment with the following adjoining properties: 242 Candlewood Drive, 258 Candlewood Drive, 272 Candlewood Drive, 282 Candlewood Drive.

7. Old Business
8. New Business
9. Resignations
10. Appointments
11. Resolutions
 - a. **Senior Volunteer Tax Credit** - To approve a resolution establishing a Senior Volunteer Tax Relief Program for senior citizens who volunteer their services to qualifying entities in the City.
 - b. **Refunding Bonds** - To approve a resolution authorizing the issuance of refunding bonds in the amount of \$27,000,000 for the payment in whole or in part of the outstanding principal of and interest on and any call premium on the City's \$21,130,000 General Obligation Bonds, issue of 2017 and \$22,500,000 tax-exempt General Obligation Bonds, issue of 2018, series A, and costs related thereto.
 - c. **Grant Agreement with CT Department of Energy and Environmental Protection** - To approve a resolution authorizing the Mayor or Acting Mayor on behalf of the City to execute a grant agreement with the CT Department of Energy and Environmental Protection for \$320,000.00 in conjunction with the CT Recreational Trails Program for the multi-use trail path connecting the West End, Downtown, and Middle Street in Bristol.
12. Solar Power Facility Site Lease and Easement Agreement
 - a. To consider and take action on a lease by and between the City of Bristol and CTEC Solar, LLC for use of a portion of the City closed landfill site at 685 Lake Avenue to place and operate a solar array.
13. Firehouse 3
 - a. To award Contract 2C25-022 Construction of New Firehouse 3 to W.J. Mountford Company in the amount of \$6,763,000.00, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.
14. CT Department of Mental Health and Addiction Services (DMHAS) Grant
 - a. To authorize the Mayor or Acting Mayor to transfer to the Bristol Burlington Health District (BBHD), the CT Department of Mental Health and Addiction Services

(DMHAS) grant known as "How Can We Help", for \$75,000/year, and to refer the matter to Corporation Counsel to effectuate the same.

15. Executive Session

- a. Executive Sessions to discuss the potential acquisition of real property for open space/park purposes, and the matter of City of Bristol v. Tessy R. Damboise and Lionel Paradis Docket Numbers CV-23-6081994-S and CV-23-6081995-S.

16. Any other matter to come before said meeting

17. Adjournment

Erica Cabiya
Town & City Clerk

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The regular meeting of the City Council was held on Tuesday, September 10, 2024 in the City Hall Council Chambers, 111 North Main Street at 7:15 p.m. Present: Mayor Caggiano; Council Members Dickau, Olsen, Panioto, Rosengren, Thibeault, and Tyler.

1. CALL TO ORDER

a. Mayor Caggiano recognized the Bristol Girls Little League Softball 2024 All-Star Champions: **Bristol 10U:** District 5 Champions, Section 2 Champions, CT State Champions, New England Regional Champions – Lucy Bastiaanse, Ava Lefurgey, Makinnley Whitlock, Keeva Knowles, Ellie Tiscia, Maddy Yopp, Dakota Green, Mary Thompson, Lucy Kalat. **Bristol Junior League:** District 5 Champions, Section 1 Champions, CT State Champions – Ava Theriault, Lacie Wegiel, Meredith Creamer, Maddy Voisine, Madelyn Milkowski, Kiley Simone, Kaitlyn Wood, Azaria Rochester, Allyson McKenna, Liv Stafford, Gabby Perez, Izzy Ferrer, Riley MacDonald. **Bristol Senior League:** CT State Champions – Desiree Nickerson, Hailey Beebe, Kayla Webber, Leah Webber, Brooklynne Whitlock, Kayla Czaplicki, Corinne Sutula, Lyla Wegiel, Brianna Morin, Haylee Harrison, Sierra Albert, Alicia Ramirez, Bella Luciani, Gabby Fernandez.

2. APPROVAL OF AUGUST MINUTES

a. On motion of Council Member Olsen and seconded by Council Member Rosengren, it was unanimously voted: To approve the following minutes - public hearing held on August 14, 2024, regular meeting held on August 14, 2024, and special meeting held on August 21, 2024.

3. PUBLIC PARTICIPATION

Marc Reich of Greater Bristol Homes – Gave presentation on the not-for-profit Greater Bristol Homes, which is dedicated to creating opportunities for families of modest income and enabling them to realize their dreams of home ownership. Nine houses have been built in Bristol by volunteers with financial support from corporations, foundations, and banks. The plan is to renovate or build four more in the next five years.

Ken Vallera, Director of BRRFOC – Bristol has one of the most lucrative contracts with Covanta, now named Reworld. There are ten years left on the contract with the opportunity for renewal. They have done work to mitigate some of the noise issue. Reworld would like to expand to receive 57 ton of special waste. This would require another building with its own conveyor system to keep this waste completely separated from the typical waste. DEEP will hold a public hearing in October because they are in control of the medical waste permit.

Francois Manna, 81 Field St., Apt. 6C – Stated that he was disappointed that a Council member is permitted to use a FaceBook page to conduct city business, enhance his/her image, and censor others' comments.

Michael Dudko, 116 Lewis Rd. – Stated that he was upset that an issue at last month's public hearing was voted on in the same night when he was told it would not be. Mayor Caggiano apologized. Mr. Dudko also stated that he could not find information about the

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sale of Lot 3 in the Southeast Business Park online. Mayor Caggiano explained where to find the information online. Mr. Dudko concluded by stating his disappointment in how the City operates.

Kristi Talmadge, 9 Sharon St. – Stated that she is a citizen journalist and would like something done about being attacked at Sporty’s Bar.

4. ANNOUNCEMENTS

Council members reported on committees, activities, and events. Mayor Caggiano reported that he participated in an event through CCM where leaders from around the state composed a resolution to urge state legislators to hold a special session to use excess ARPA funds towards the “public benefit” portion of Eversource bills to lift the financial burden off Eversource customers.

5. ADOPTION OF CONSENT CALENDAR

On motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To adopt four items as part of the Consent Calendar.

a. New Hire Report For August 2024

Communication received from the Human Resources Department.

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

b. Tax Refunds In the Amount of \$35,518.42

Request presented from Deputy Tax Collector Cole.

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

Motor Vehicle	\$20,986.16
Personal Property	117.52
Real Estate	+ 14,414.74
Total	\$35,518.42

c. Contract 2C25-015 Storm Drainage – Perkins Street

Communication received from Purchasing Agent Rousseau.

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As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To award Contract 2C25-015 Storm Drainage at 120 Perkins Street to Gerber Construction, Inc. in the amount of \$159,847.00 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

d. Contract 2P23-019 Consulting Engineering Services

Communication received from Purchasing Agent Rousseau.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To award Contract 2P23-019 Consulting Engineering Services to Vanasse Hangen Brustlin, Inc. in an amount of \$179,175.72, 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.

6. REPORTS AND COMMITTEE REPORTS

a. Ordinance Committee

On motion of Council Member Panioto and seconded by Council Member Olsen, it was unanimously voted: to adopt amendments to Chapter 2, Administration, Article II, Officers and Employees, Division 6, Police and Fire Retirement, Section 2-97.5.1 Line of Duty Determination, of the Code of Ordinances of the City of Bristol, Connecticut, to read as follows. It was also moved that the City Clerk publish said additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol. (Additions are underlined and deletions are bracketed.)

Sec. 2-97.5.1 Line of Duty Determination

1. Pursuant to Connecticut General Statutes section 7-313e, the City of Bristol designates the Human Resources Director to determine whether a police officer or firefighter died in the line of duty as defined by General Statute 7-313e.

2. In accordance with General Statute section 7-313e, the line of duty determination shall not be used as evidence for workers' compensation claims.

b. Ordinance Committee

As recommended by the Ordinance Committee and on motion of Council Member Panioto and seconded by Council Member Tyler, it was unanimously voted: In accordance with Section 41(f) of the Charter of the City of Bristol, to waive the reading of the proposed amendments to Section 5-19, Buildings and Building Regulations, Article II, Permits and Permit Fees of the Code of Ordinances being introduced this date.

On motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted: In accordance with Section 41(f) of the Charter of the City of

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Bristol, to introduce the following amendments to the Code of Ordinances; and that the time and place of Tuesday, October 1, 2024 at 4:45 p.m., in Meeting Room 1-1, City Hall, 111 North Main Street, Bristol, Connecticut be set for the holding of a public hearing thereon by the Ordinance Committee; and that the City Clerk publish notice of said public hearing and the proposed amendments to the Code of Ordinances as required by City Charter.

Council Member Dickau voiced concerns about removing third-party inspections from this ordinance. Purchasing Agent Rousseau explained that the change in the ordinance effects the cost associated with the permit for the inspection. Council Member Thibeault recalled that the third-party inspection was put in place to reduce the workload on the Building Department during the construction/renovation of the Memorial Boulevard School, but it actually did not reduce the workload. Council Member Panioto also commented.

Underscored text is proposed to be added. [Bracketed] text is proposed for deletion.

Sec. 5-19. Fees.

- (a) *Generally. No permit to begin work for new construction, alteration, removal, demolition or other building operation shall be issued until the fees prescribed in this section shall have been paid to the building official or other authorized municipal agency, nor shall an amendment to a permit necessitating an additional fee because of an increase in the estimated cost of the work involved be approved until the additional fee shall have been paid. The City of Bristol, the Bristol Board of Education, and the Bristol Water Department shall not be required to pay any fees under this section [provided that the City of Bristol, the Bristol Board of Education or the Bristol Water Department has secured third-party review of plans by a licensed engineer or architect] for new construction, alteration, removal, demolition or other building operations on City-owned property. This exemption does not apply to the State-mandated education fee required on each building permit application pursuant to C.G.S. § 29-263. Notwithstanding the foregoing, where work to be performed by or on behalf of the City of Bristol, the Bristol Board of Education, or the Bristol Water Department is funded by revenue bonds or grant funds and permit fees are allowable as a reimbursable expense, then such applicable permit fees shall be charged.*
- (b) *Special fees. The payment of the fee for the construction, repair, alteration, removal or demolition and for all work done in conjunction with or concurrent with work contemplated by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are described further in this section or by ordinance in regards to plumbing permits, heating permits, electrical permits, sewer excavation or street opening permits, erection of signs and display structures, marquees or other appurtenant structures, certificates of use and occupancy or other privileges or requirements, both within and without the jurisdiction of the department of building inspection. All of the following fee charges to include the State of Connecticut Education fee amount which will be charged in addition to the city fees.*

- (c) *Square foot area. For the determination of any permit fee based on square foot area, such area shall be computed taking the extreme measurements from outside walls and including garages, breezeways and the like.*
- (d) *Right of inspector to ask subcontractors for actual cost. It will be the right of the inspector to ask for an affidavit as to the actual cost of the job and the subcontractor shall be responsible for additional permit fees for the difference between the estimated and actual costs.*
- (e) *Reserved.*
- (f) *Fees for new construction. The fee for a building permit for all new construction excluding all subcontracts such as plumbing, heating, electrical, etc. on residential building including covered decks and covered stairs, shall be at the rate of eighty cents (\$0.80) per square foot of area. On commercial or industrial building, said fee shall be at the rate of one dollar (\$1.00) per square foot of area. Area will be computed by taking the ground floor times the number of stories. The fee for accessory buildings, garages, open breezeways, decks, greenhouses, sheds, rigid frame or steel skeletal buildings for truck, heavy equipment or all-purpose storage, shall be at the rate of forty cents (\$0.40) per square foot of area. The minimum permit fee shall be twenty-five dollars (\$25.00). There will be no maximum fee. Fees may be waived in accordance with subsection (a), above. Permits are required for all swimming pools, for which the minimum permit fee shall be twenty-five dollars (\$25.00). A twenty-five dollar (\$25.00) fee shall be charged for all open decks under two hundred (200) square feet of area, which are not more than thirty (30) inches above grade at any point and are not attached to the dwelling or main structure. Open decks shall be anchored to resist wind induced uplift and dislocation.*
- (g) *Fees for subcontractor permits. Fees for permits for licenses issued by the state occupational licensing boards will be based on the estimated costs of the proposed work as follows:*
 - (1) *Estimated cost up to \$1,000.00: \$25.00 permit fee.*
 - (2) *For each additional \$1,000.00 of estimated cost or fraction thereof, add \$25.00 to permit fee.*
- (h) *Alteration and moving of buildings. The fee for a building permit for alterations to building or structures, or to move a building or structure from one lot to another or to a new location shall be based on the estimated cost of foundation and all work necessary to place the building or structure in its completed condition at its new location as follows:*
 - (1) *Estimated cost up to \$1,000.00: \$25.00 permit fee.*
 - (2) *For each additional \$1,000.00 of estimated cost or fraction thereof, add \$25.00 to permit fee.*
- (i) *Demolition. The fee for a permit for demolition of a building shall be based on estimated cost in accordance with the schedule (g) of this section.*
- (j) *Signs. Fees for signs for which a permit is required by the state building code shall be based on estimated cost in accordance with the schedule in subsection (g) of this section.*

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(k) *Certificates of occupancy. The fee for a certificate of occupancy of a building shall be:*

(1) *Certificates of occupancy:*

Residential \$25.00

Commercial, industrial \$50.00

Temporary \$100.00

(2) *Reinspection, for first, second and third reinspection \$35.00*

(3) *Reinspection, after third reinspection \$50.00*

(l) *Certificates of approval. The fee for certificates of approval shall be:*

Residential \$25.00

Commercial, industrial \$50.00

(m) *Zoning permit fee \$25.00*

(n) *Fences. The fee for fences erected on any property in Bristol shall be based upon estimated cost in accordance with the schedule (g) of this section plus the zoning permit fee.*

(Code 1960, § 33-5; Ord. of 5-2-72; Ord. of 10-3-78; Ord. of 3-10-86; Ord. of 3-9-92; Ord. of 5-9-00; Ord. of 4-12-05; Ord. of 7-10-07; Ord. of 7-9-13; Ord. of 11-12-14; Ord. of 4-12-16; Amend. eff. 11-29-19; Ord. of 4-13-21)

On motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted to move agenda item #11 to the current position for the convenience of the guest speaker.

Adam Teff of Titan Energy gave a presentation explaining the Non-Residential Renewable Energy Solutions (NRES) program, which allows private developers to build large-scale solar projects that sell power directly to Eversource, but only when they have a municipal co-sponsor. The municipal co-sponsor is entitled to a share of the revenue from the project.

11. LETTERS OF INTENT

a. Greenskies Clean Energy LLC

Communication received from Purchasing Agent Rousseau.

On motion of Council Member Panioto and seconded by Council Member Tyler, it was voted: To authorize the Mayor or Acting Mayor to execute a Letter of Intent with Greenskies Clean Energy LLC as a solar development partner to enter into a non-residential renewable energy solutions ("NRES") revenue sharing agreement with the City of Bristol. Council member Thibeault briefly stepped out of the room and was not present for this vote.

b. FirstLight Power Services LLC

Communication received from Purchasing Agent Rousseau.

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On motion of Council Member Olsen and seconded by Council Member Rosengren, it was unanimously voted: To authorize the Mayor or Acting Mayor to execute a Letter of Intent with FirstLight Power Services LLC as a solar development partner to enter into a non-residential renewable energy solutions ("NRES") revenue sharing agreement with the City of Bristol, subject to review by the Office of Corporation Counsel.

7. **OLD BUSINESS** – None.

8. **NEW BUSINESS**

a. Early Voting Grant

On motion of Council Member Thibeault and seconded by Council Member Olsen, it was unanimously voted to: To accept a grant from the Office of the Secretary of State in the amount of \$16,493.91 to assist the City of Bristol with program supplies for Early Voting for the November election.

b. Ordinance Committee

As recommended by the Ordinance Committee and on motion of Council Member Panioto and seconded by Council Member Tyler, it was unanimously voted: In accordance with Section 41(f) of the Charter of the City of Bristol, to waive the reading of the proposed amendments to Section 18-170, Bristol Transportation Commission, of the Code of Ordinances being introduced this date.

On motion of Council Member Panioto and seconded by Council Member Olsen, it was unanimously voted: In accordance with Section 41(f) of the Charter of the City of Bristol, to introduce the following amendments to the Code of Ordinances; and that the time and place of Tuesday, October 1, 2024 at 4:45 p.m., in Meeting Room 1-1, City Hall, 111 North Main Street, Bristol, Connecticut be set for the holding of a public hearing thereon by the Ordinance Committee; and that the City Clerk publish notice of said public hearing and the proposed amendments to the Code of Ordinances as required by City Charter.

Underscored text is proposed to be added. [Bracketed] text is proposed for deletion.

Sec. 18-170. Members.

The commission shall consist of seven (7) voting members appointed by the mayor and city council. Three (3) shall serve for three (3) years; two (2) shall serve for two (2) years and two (2) shall serve for one (1) year. After initial appointment, all appointments shall be for three (3) years. Persons representing particular boards need not be members of those boards.

Voting members shall include:

[1] A City Council member;

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[(2) City planner;]

[3] A senior citizen at large; and

[(4) Four (4)] Five (5) citizens at large.

9. RESIGNATIONS

The following resignations were presented:

April Dews – City Arts and Culture Commission

On motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To accept the resignation and send a letter of thanks.

10. APPOINTMENTS

The following appointments were presented:

City Arts and Culture Commission

E. Brad Yancy – Appointment – term to 4/27

Replaced April Dews.

Confirming motion by Council Member Thibeault.

Motion passed in voice vote.

Animal Control Facility

Deputy Chief Moskowitz – Appointment – No term

Confirming motion by Council Member Thibeault

Motion passed in voice vote.

Assistant Corporation Counsel – Full Time

Atty. Jeffrey Steeg – Reappointment – term to 9/29.

Confirming motion by Council Member Tyler.

Motion passed in voice vote.

Planning Commission

Kiana Marie Small – Appointment as an alternate – term to 7/25.

Replaced Anthony Lorenzetti.

Confirming motion by Council Member Panioto.

Motion passed in voice vote.

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12. DEPARTMENT OF PUBLIC WORKS**a. Amendments to Contract 2C23-025 Meadow St./Kelly St. Parking Garage**

Communication received from Public Works Director Rogozinski.

On motion of Council Member Olsen and seconded by Council Member Panioto, it was unanimously voted: To authorize the Mayor to execute contract amendments No. 2 & 3 in the amounts of \$31,218 and \$48,495 respectively to Contract 2C23-025 Meadow St./Kelly St. Parking Garage with D'Amato Construction totaling \$79,713. Said amendments increase the contract from \$5,978,447 to \$6,027,171.

b. Resolution – DEEP Climate Resilience Fund

Communication received from Public Works Director Rogozinski.

On motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted: To approve a Resolution authorizing the Mayor to execute an agreement with the State of Connecticut Department of Energy and Environmental Protection for a grant from the DEEP Climate Resilience Fund in the amount of \$250,000.

The Resolution reads as follows –

BE IT RESOLVED, that Jeffrey Caggiano, Mayor of the City of Bristol, is hereby authorized to execute on behalf of the City of Bristol a Personal Services Agreement with the State of Connecticut Department of Energy and Environmental Protection for financial assistance to complete work in conjunction with the Climate Resiliency Fund/Office of Climate Planning as described, in the amount of \$250,000.

A roll call vote was taken.

<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Council Member Dickau		
“ ” Olsen		
“ ” Panioto		
“ “ Rosengren		
“ ” Thibeault		
“ ” Tyler		
		Mayor Caggiano

RESOLUTION ADOPTED: YES – 7; NO – 0; ABSTAIN – 0.

c. Amendment to Contract 2C24-061 with PJF Construction Corp.

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Communication received from Public Works Director Rogozinski.

On motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To authorize the Mayor to execute an amendment to Contract 2C24-061 with PJF Construction Corp. in the amount of \$242,000, which is the cost to remove bridge pile obstruction increasing the contract from \$2,615,311 to \$2,857,311.

13. PARKS AND RECREATION CONTRACTS

a. Contract 2C25-001 Page Park Improvements

Communication received from Purchasing Agent Director Rousseau.

On motion of Council Member Olsen and seconded by Council Member Rosengren, it was unanimously voted: To award Contract 2C25-001 Page Park Improvements to Dayton Construction Company, Inc. in the amount of \$4,994,500.00 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Mayor Caggiano commented that this is a significant reduction in the amount of money that they thought they would need.

b. Amendment to Contract 2P22-010 Renovations and Improvements at Page Park

Communication received from PRYCS Superintendent Medeiros.

On motion of Council Member Panioto and seconded by Council Member Olsen, it was unanimously voted: To amend Contract 2P22-010 Renovations & Improvements at Page Park with Weston & Sampson Engineers, Inc. in the amount of \$318,450.00 for a revised contract total amount of \$1,353,450.00, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract amendment.

14. BOARD OF EDUCATION CONTRACT CHANGE ORDERS

Purchasing Director Rousseau provided an explanation about the different change orders for Bristol Central High School. Devices were missing from the original contract for Bristol Central, therefore change orders were issued; then it was found that even more devices were missing. That is the reason for multiple change orders. This is not the case with Bristol Eastern High School. Due to the slower pace at Eastern, the City was able to have the contractor look for the missing devices and therefore only one change order was necessary.

a. Contract 2C24-090 Fire Alarm Panel Replacement Bristol Central High School

Communication received from Operations Facility Manager Landon.

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On motion of Council Member Olsen and seconded by Council Member Panioto, it was unanimously voted: To approve two change orders for Banton Construction Company for Contract 2C24-090 Fire Alarm Panel Replacement at Bristol Central High School in the amount of \$148,033.00, and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend the contract.

b. Contract 2C24-090 Fire Alarm Panel Replacement Bristol Central High School

Communication received from Operations Facility Manager Landon.

On motion of Council Member Tyler and seconded by Council Member Olsen, it was unanimously voted: To approve a change order for Banton Construction Company for Contract 2C24-090 Fire Alarm Panel Replacement at Bristol Central High School in the amount of \$52,798.00, and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend the contract.

c. Contract 2C24-092 Fire Alarm Panel Replacement Bristol Eastern High School

Communication received from Operations Facility Manager Landon.

On motion of Council Member Panioto and seconded by Council Member Rosengren, it was unanimously voted: To approve change orders for L. Holzner Electric Company for Contract 2C24-092 Fire Alarm Panel Replacement at Bristol Eastern High School in the amount of \$143,710.06, and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend the contract.

15. EXECUTIVE SESSION TO DISCUSS TODD LAVALLE V. CITY OF BRISTOL, WCC#FTX-0005971, WCC #7259425, WCC #7126137, WCC#7086940, AND WCC#7074581

At 9:04 p.m., on motion of Council Member Thibeault and seconded by Council Member Rosengren, it was unanimously voted: To convene into Executive Session to discuss and take any action as necessary

Present to discuss the matter: Mayor Caggiano; Council Members Dickau, Olsen, Panioto, Rosengren, Thibeault, and Tyler; Corporation Counsel Krawiecki; Assistant Corporation Counsels Conlin, Steeg, and Matney.

Discussion was held. No votes were taken.

At 9:09 p.m., on motion of Council Member Thibeault and seconded by Council Member Rosengren, it was unanimously voted: To reconvene into Public Session.

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On motion of Council Member Tyler and seconded by Council Member Thibeault it was unanimously voted: To enter into a Full and Final Settlement in the matter of Todd LaVallee v. City of Bristol for any and all workers' compensation claims filed by Todd LaVallee for the total amount of One Hundred & Thirty Five Thousand (\$135,000.00) Dollars. The City of Bristol to pay \$65,000.00 with the excess insurance carrier to pay \$70,000.00 of this final settlement. The dates of these claims are listed below, but are not limited to the following:

September 13, 2003
January 13, 2006
October 26, 2006
May 19, 2011
May 22, 2020
August 23, 2023

July 22, 2005
April 12, 2006
April 20, 2020
March 28, 2019
January 27, 2022
June 27, 2024

This Full and Final Settlement is contingent on the claimant filing his retirement papers which is anticipated to be filed upon approval of this motion.

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

16. OTHER BUSINESS – None.

17. ADJOURNMENT

At 9:11 p.m., on motion of Council Member Thibeault and seconded by Council Member Dickau, it was unanimously voted: To adjourn.

ATTEST: _____

Erica Cabiya
Town & City Clerk

WATER DEPARTMENT
NEW HIRE REPORT
9/1/2024 TO 9/30/2024

<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>
RODRIGUEZ MALAVE	JUAN	MERIDEN	09/13/2024	\$ 27.13	PER HOUR	WPC 1338	FT	WATER POLLUTION CONTROL	TRUCK DRIVER -WPC

TOTAL: 1

NEW HIRE REPORT
9/1/2024 TO 9/30/2024

<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>
COLON	FRANCISCO	BRISTOL	09/04/2024	\$ 25.38	PER HOUR	LOCAL 1338	FT	PUBLIC WORKS	LABORER SOLID WASTE
JANICK	DEVAN	BURLINGTON	09/30/2024	\$ 30.66	PER HOUR	LOCAL 233	FT	POLICE COMMUNICATION	PUBLIC SAFETY DISPATCHER
MENDEZ	DANIEL	NEW BRITAIN	09/12/2024	\$ 23.10	PER HOUR	LOCAL 233	FT	LIBRARY - MAIN	CIRCULATION CLERK
PARADIS	ALYSSA	BRISTOL	09/09/2024	\$ 26.71	PER HOUR	LOCAL 233	FT	COMPTROLLER	ACCOUNTING CLERK A/P
PEATE	BRANDON	BERLIN	09/30/2024	\$ 38.54	PER HOUR	LOCAL 233	FT	BUILDING DEPT	ZONING/CODE ENFRMNT OFFICER
JANICK	VIRGINIA	BRISTOL	09/23/2024	\$ 21.00	PER HOUR	NON-BARG	TP	CITY CLERK	TEMPORARY WORKER

TOTAL: 6

RECEIVED
 2024 OCT - 2 PM 12:40
 TOWN AND CITY CLERK
 BRISTOL, CT



RECEIVED

OCT -1 AM 11:20

TOWN AND CITY CLERK
BRISTOL, CT

DATE: October 1, 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		MOTOR VEHICLE		INT	FEES	TOTAL	
NAME	LIST NUMBER	TAX					
ACAR LEASING LTD	2023-03-0300170	\$ 391.89				\$ 391.89	VEHICLE SOLD
AKERLEY, ROBIN	2023-03-0300663	\$ 29.25				\$ 29.25	TOTAL LOSS
ALLAIRE, STEPHEN	2023-03-0300953	\$ 30.74				\$ 30.74	VEHICLE SOLD
ALLY FINANCIAL	2023-03-0348875	\$ 627.13				\$ 627.13	VEHICLE SOLD
BAILEY, KENDAL	2023-03-0302279	\$ 89.75				\$ 89.75	TRADE IN
BELTRAN, JOSE	2023-03-0303558	\$ 36.35				\$ 36.35	DONATE/GIFT
BOLDUC, LAURIE	2023-03-0304561	\$ 24.99				\$ 24.99	OVERPAYMENT
BROWN, LYDIA	2023-03-0305781	\$ 139.90				\$ 139.90	OVERPAYMENT
CCAP AUTO LEASE LTD	2023-03-0307963	\$ 611.09				\$ 611.09	LEASE BUYOUT
CCAP AUTO LEASE LTD	2023-03-0308029	\$ 635.86				\$ 635.86	VEHICLE SOLD
CCAP AUTO LEASE LTD	2023-03-0308003	\$ 500.15				\$ 500.15	LEASE BUYOUT
CCAP AUTO LEASE LTD	2023-03-0308005	\$ 374.92				\$ 374.92	LEASE BUYOUT
CORVO, MAX	2023-03-0309923	\$ 28.27				\$ 28.27	VEHICLE SOLD
COUSINS OIL CO	2023-03-0310131	\$ 17.27				\$ 17.27	VEHICLE SOLD
DONNANGOLO, JOHN	2023-03-0313265	\$ 20.54				\$ 20.54	VEHICLE SOLD
DELGROSSO, KELLY	2023-03-0312121	\$ 22.11				\$ 22.11	OVERPAYMENT
ELOVETSKY, DAVID	2023-03-0314687	\$ 19.67				\$ 19.67	TOTAL LOSS
FIONDELLA, CAROLYN	2023-03-0315674	\$ 14.05				\$ 14.05	VEHICLE SOLD
HARVEY, ELTON B III	2023-03-0320362	\$ 5.94				\$ 5.94	VEHICLE SOLD
HART, JANET	2023-03-0320316	\$ 48.69	\$ 1.45			\$ 50.14	VETERAN EXEMPTION
HEMMING, RICHARD	2023-03-0320606	\$ 26.03				\$ 26.03	DONATE/GIFT
HONDA LEASE TRUST	2023-03-0321283	\$ 440.81				\$ 440.81	VEHICLE SOLD
HYJEK, KELLI	2023-03-0321812	\$ 219.46	\$ 10.08			\$ 229.54	OVERPAYMENT
HYUNDAI LEASE TITLING TR	2023-03-0322113	\$ 434.80				\$ 434.80	VEHICLE SOLD
HYUNDAI LEASE TITLING TR	2023-03-0321984	\$ 583.82				\$ 583.82	VEHICLE SOLD
HYUNDAI LEASE TITLING TR	2023-03-0321959	\$ 413.61				\$ 413.61	VEHICLE SOLD
HYUNDAI LEASE TITLING TR	2023-03-0321935	\$ 314.70				\$ 314.70	VEHICLE SOLD
HYUNDAI LEASE TITLING TR	2023-03-0321953	\$ 421.88				\$ 421.88	LEASE BUYOUT
HYUNDAI LEASE TITLING TR	2023-03-0321933	\$ 269.39				\$ 269.39	LEASE BUYOUT
HYUNDAI LEASE TITLING TR	2023-03-0321953	\$ 421.88				\$ 421.88	VEHICLE SOLD
HYUNDAI LEASE TITLING TR	2023-03-0322035	\$ 335.70				\$ 335.70	TRADE IN
HYUNDAI LEASE TITLING TR	2023-03-0322000	\$ 63.27				\$ 63.27	VEHICLE SOLD
HYUNDAI LEASE TITLING TR	2023-03-0321999	\$ 91.67				\$ 91.67	LEASE BUYOUT
IARRAPINO, LORRAINE	2023-03-0322132	\$ 12.01				\$ 12.01	VEHICLE SOLD
JAPONIS, DANIEL	2023-03-0322649	\$ 14.83				\$ 14.83	VEHICLE SOLD
JOHNSON, DOUGLAS	2023-03-0322946	\$ 50.47				\$ 50.47	VEHICLE SOLD
JP MORGAN CHASE BANK NA	2023-03-0323405	\$ 48.98				\$ 48.98	VEHICLE SOLD
JP MORGAN CHASE BANK NA	2023-03-0323456	\$ 342.06				\$ 342.06	TOTAL LOSS
JP MORGAN CHASE BANK NA	2023-03-0323455	\$ 394.87				\$ 394.87	VEHICLE SOLD

City of Bristol

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

KROMIDAS, JAMES	2023-03-0324895	\$	9.51		\$	9.51	VEHICLE SOLD
LETALIEN, WAYNE	2023-03-0326729	\$	22.11		\$	22.11	VEHICLE SOLD
LIGOURI, TINA	2023-03-0327034	\$	29.28		\$	29.28	TOTAL LOSS
LUNN, JOHN	2023-03-0327907	\$	537.86	\$ 16.14	\$	554.00	WRONG TOWN
LUSIS, JACK	2023-03-0327925	\$	54.15		\$	54.15	VEHICLE SOLD
MACDOUGALL, MICHAEL	2023-03-0328085	\$	7.59		\$	7.59	VEHICLE SOLD
MASAYDA, EDWARD	2023-03-0329616	\$	6.46		\$	6.46	VEHICLE SOLD
MANGIAFICO, SARA	2023-03-0328652	\$	41.23		\$	41.23	VEHICLE SOLD
MERCEDES BENZ FINANCIAL	2023-03-0311280	\$	326.49		\$	326.49	VEHICLE SOLD
MERCEDES BENZ FINANCIAL	2023-03-0331077	\$	234.04		\$	234.04	REG. OUT OF STATE
MEYEN, JAMES	2023-03-0331179	\$	119.42		\$	119.42	REG. OUT OF STATE
MEYEN, JAMES	2023-03-0331180	\$	55.02		\$	55.02	REG. OUT OF STATE
NISSAN INFINITI LT LLC	2023-03-0333943	\$	334.99		\$	334.99	TURN IN LEASE
NOCERA, CARMELLA	2023-03-0334109	\$	6.42		\$	6.42	VEHICLE SOLD
PAVELCHAK, JAMES	2023-03-0336222	\$	354.47		\$	354.47	TOTAL LOSS
PENSKE TRUCK LEASING	2023-03-0336678	\$	646.28		\$	646.28	VEHICLE SOLD
PENSKE TRUCK LEASING	2023-03-0336672	\$	712.30		\$	712.30	VEHICLE SOLD
PIKORA, DAVID	2023-03-0337349	\$	81.60		\$	81.60	VEHICLE SOLD
PINA, EILEEN	2023-03-0337392	\$	54.02		\$	54.02	VEHICLE SOLD
RANKIN, ROBERT	2023-03-0338979	\$	9.25		\$	9.25	VEHICLE SOLD
REMBOCK, YVONNE	2023-03-0339317	\$	85.21		\$	85.21	VEHICLE SOLD
SCHILLIO, LORETTA	2023-03-0342856	\$	48.69		\$	48.69	VETERAN EXEMPTION
SIDOTI, KATHLEEN	2023-03-0343727	\$	154.38		\$	154.38	JUNKED
STROM, LISA	2023-03-0345644	\$	118.80		\$	118.80	REG. OUT OF STATE
TOYOTA LEASE TRUST	2023-03-0347789	\$	653.74		\$	653.74	VEHICLE SOLD
TOYOTA LEASE TRUST	2023-03-0347689	\$	239.56		\$	239.56	OVERPAYMENT
VCFS AUTO LEASING CO	2023-03-0349028	\$	553.35		\$	553.35	VEHICLE SOLD
VCFS AUTO LEASING CO	2023-03-0349031	\$	395.14		\$	395.14	VEHICLE SOLD
VW CREDIT LEASING CO	2023-03-0349640	\$	312.32		\$	312.32	LEASE BUYOUT
WHITING, BARBARA	2023-03-0350575	\$	105.98		\$	105.98	REG. OUT OF STATE
YOUNG, JOSEPH	2023-03-0351592	\$	38.37		\$	38.37	VEHICLE SOLD
ZAMBORY, DONALD	2023-03-0351742	\$	40.93		\$	40.93	ANTIQUE EXEMPTION
ZAMBORY, DONALD	2023-03-0351748	\$	28.89		\$	28.89	ANTIQUE EXEMPTION
TOTAL		\$	14,986.65	\$ 27.67	\$ -	\$ 15,014.32	

PRIOR LIST YEAR

<u>NAME</u>	<u>LIST NUMBER</u>	<u>MOTOR VEHICLE</u>	<u>TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>	
ALLY FINANCIAL	2022-03-0348809	\$	163.89		\$	163.89	VEHICLE SOLD
DELGROSSO, KELLY	2021-03-0312005	\$	58.17		\$	58.17	TRADE IN
DILERNIA, FELICE	2022-03-0312932	\$	43.03		\$	43.03	TOTAL LOSS
DUNN, MARK	2021-03-0313767	\$	2.56		\$	2.56	OVERPAYMENT
DUNN, MARK	2022-03-0314020	\$	2.15		\$	2.15	OVERPAYMENT
EAN HOLDINGS	2022-03-0314349	\$	485.18		\$	485.18	VEHICLE SOLD
EAN HOLDINGS	2022-03-0314359	\$	377.16		\$	377.16	VEHICLE SOLD
EAN HOLDINGS	2022-03-0314462	\$	519.53		\$	519.53	VEHICLE SOLD
EAN HOLDINGS	2022-03-0314480	\$	81.85		\$	81.85	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402384	\$	154.94		\$	154.94	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402385	\$	70.35		\$	70.35	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402387	\$	211.99		\$	211.99	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402405	\$	236.85		\$	236.85	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402409	\$	62.62		\$	62.62	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402410	\$	169.60		\$	169.60	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402388	\$	90.84		\$	90.84	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402393	\$	261.10		\$	261.10	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402394	\$	106.34		\$	106.34	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402377	\$	284.34		\$	284.34	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402378	\$	297.25		\$	297.25	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402381	\$	296.37		\$	296.37	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402411	\$	179.19		\$	179.19	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402433	\$	100.30		\$	100.30	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402436	\$	121.94		\$	121.94	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402395	\$	194.96		\$	194.96	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402398	\$	48.95		\$	48.95	VEHICLE SOLD
EAN HOLDINGS	2022-04-0402399	\$	244.93		\$	244.93	VEHICLE SOLD

HONDA LEASE TRUST	2022-03-0321260	\$	635.23			\$	635.23	REG. OUT OF STATE
INGHAM, SARA	2016-03-0322556	\$	232.63			\$	232.63	OVERPAYMENT
LUNN, JOHN	2022-04-0404725	\$	393.52	\$ 47.22	\$ 66.11	\$	506.85	WRONG TOWN
SCHILLIO, LORETTA	2022-03-0342813	\$	45.52			\$	45.52	VETERAN EXEMPTION
SCHILLIO, LORETTA	2021-03-0341861	\$	48.69			\$	48.69	VETERAN EXEMPTION
VW CREDIT LEASING LTD	2022-03-0349592	\$	226.80			\$	226.80	VEHICLE SOLD
VW CREDIT LEASING LTD	2022-03-0349549	\$	346.18			\$	346.18	VEHICLE SOLD
VW CREDIT LEASING LTD	2022-04-0408354	\$	62.71			\$	62.71	VEHICLE SOLD
VW CREDIT LEASING LTD	2019-04-0408842	\$	119.66			\$	119.66	VEHICLE SOLD
ZEBROWSKI, RAYMOND	2022-03-0351705	\$	120.19			\$	120.19	TOTAL LOSS

TOTAL	\$	7,097.51	\$	47.22	\$	66.11	\$	7,210.84
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CURRENT LIST YEAR
NAME

	<u>LIST NUMBER</u>	<u>PERSONAL PROPERTY</u>						<u>REASON</u>
		<u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>			
FIRST STUDENT INC	2023-02-0200835	\$ 2,894.22			\$ 2,894.22			OVERPAYMENT
					\$ -			

TOTAL	\$	2,894.22	\$	-	\$	-	\$	2,894.22
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PRIOR LIST YEAR
NAME

	<u>LIST NUMBER</u>	<u>PERSONAL PROPERTY</u>						<u>REASON</u>
		<u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>			
OSCARS FORMAL WEAR	2022-02-0201593	\$ 52.22			\$ 52.22			CREDIT FROM TRANSFER

TOTAL	\$	52.22	\$	-	\$	-	\$	52.22
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CURRENT LIST YEAR
NAME

	<u>LIST NUMBER</u>	<u>REAL ESTATE</u>						<u>REASON</u>
		<u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>			
CORELOGIC	2023-01-0107233	\$ 2,971.45			\$ 2,971.45			PAID WRONG PARCEL

TOTAL	\$	2,971.45	\$	-	\$	-	\$	2,971.45
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PRIOR LIST YEAR
NAME

	<u>LIST NUMBER</u>	<u>REAL ESTATE</u>						<u>REASON</u>
		<u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>			
DEY SMITH STEELE, LLC	2022-01-0105263	\$ 2,495.54			\$ 2,495.54			OVERPAYMENT

TOTAL	\$	2,495.54	\$	-	\$	-	\$	2,495.54
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TOTAL ALL MOTOR VEHICLE	\$	22,225.16
TOTAL PERSONAL PROPERTY	\$	2,946.44
TOTAL ALL REAL ESTATE	\$	5,466.99
GRAND TOTAL ALL COLLECTIONS	\$	30,638.59

RESPECTFULLY,

Ann V. Bednaz CCMC
ANN V BEDNAZ, CCMC
TAX COLLECTOR
AVB



BRISTOL POLICE DEPARTMENT

131 North Main Street
Bristol, CT. 06010

September 23, 2024

City Clerk
111 North Main Street
Bristol, CT 06010

RECEIVED
2024 SEP 26 AM 11:13
TOWN AND CITY CLERK
BRISTOL, CT

Please place the following item on the agenda for the next City Council meeting.

Approval to apply and accept if awarded for the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation funded under the U.S. Department of Justice.

This Grant will provide Federal funding of \$10,072 for equipment.

There is no local match.

I request permission to apply for the grant.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Morello".

Mark Morello
Chief of Police



City of Bristol

BRISTOL, CONNECTICUT 06010

Planning Commission

RECEIVED

2024 OCT -1 AM 11:01

TOWN AND CITY CLERK
BRISTOL, CT

DATE: September 25, 2024

TO: City Council (c/o Erica Cabiya, Town and City Clerk)

FROM: Bristol Planning Commission

RE: C.G.S. 8-24 Referral
Lot 3 Business Park Drive – Map 3, Lot 3

The Planning Commission, at its Regular Meeting of September 23, 2024, approved the following motion:

"To send a positive referral to the City Council for the C.G.S. 8-24 referral, for Lot 3 Business Park Drive – Map 3, Lot 3. The Planning Commission finds that the C.G.S. 8-24 referral, as presented, is generally consistent with the goals and policies of the 2015 Plan of Conservation and Development (POCD), amended to April 1, 2018."

For questions or additional information, please contact:
City of Bristol Land Use Office

cc: Attorney J. Steeg (via email)



City of Bristol

BRISTOL, CONNECTICUT 06010
Planning Commission

RECEIVED

2024 OCT -1 AM 11:29

TOWN AND CITY CLERK
BRISTOL, CT

DATE: September 25, 2024

TO: City Council (c/o Erica Cabiya, Town and City Clerk)

FROM: Bristol Planning Commission

RE: C.G.S. 8-24 Referral:
396 Jerome Avenue – Map 53, Lot 134-2-2

The Planning Commission, at its Regular Meeting of September 23, 2024, approved the following motion:

"To send a positive referral to the City Council for the C.G.S. 8-24 Referral for: 396 Jerome Avenue – Map 53, Lot 134-2-2. The Planning Commission finds that the C.G.S. 8-24 referral as presented, is generally consistent with the goals and policies of the 2015 Plan of Conservation and Development (POCD), amended to April 1, 2018."

For questions or additional information, please contact:
City of Bristol Land Use Office.

cc: Attorney J. Steeg (via email)



City of Bristol

BRISTOL, CONNECTICUT 06010
Planning Commission

RECEIVED

2024 OCT -1 AM 10:05

TOWN AND CITY CLERK
BRISTOL, CT

DATE: September 25, 2024

TO: City Council (c/o Erica Cabiya, Town and City Clerk)

FROM: Bristol Planning Commission

RE: C.G.S. 8-24 Referral:
30 Cross Street – Map 4, Lot 13-1

The Planning Commission, at its Regular Meeting of September 23, 2024, approved the following motion:

"To send a positive referral to the City Council for the C.G.S. 8-24 Referral for: 30 Cross Street – Map 4, Lot 13-1. The Planning Commission finds that the C.G.S. 8-24 referral as presented, is generally consistent with the goals and policies of the 2015 Plan of Conservation and Development (POCD), amended to April 1, 2018."

For questions or additional information, please contact:
City of Bristol Land Use Office

cc: Attorney J. Steeg (via email)



Purchasing Department | Tel. 860.584.6195

MEMORANDUM

To: Erica Cabiya, Town and City Clerk
C: Diane Waldron, Comptroller
Justin Malley, Executive Director, Economic & Community Development
Mayor Jeffrey Caggiano
Office of Corporation Counsel
From: Roger Rousseau, Purchasing Agent 
Date: October 2, 2024
Re: Contract 2P22-003 Extension to December 2026

RECEIVED
2024 OCT -2 PM 2:11
TOWN AND CITY CLERK
BRISTOL, CT

The City of Bristol executed a contract with UHY Advisors N.E., LLC, in October 2021 for consulting services related to oversight and management of federal funds derived from the American Rescue Plan Act ("ARPA"). The contract has been very beneficial to the City, with regard to both UHY's assistance reporting on activities, as well as direct assistance to subrecipients as overseen by the City's ARPA Task Force.

It is anticipated that at its meeting on Monday October 7, 2024, the ARPA Task Force will recommend approval of an extension related to this contract, to continue their services through December 31, 2026. On behalf of the Task Force, I therefore request inclusion of the following motion for consideration at the City Council meeting scheduled for October 8, 2024:

To approve extension of Contract 2P22-003 Project Manager for Use of ARPA Funding with UHY Advisors N.E., LLC and/or its assigns, for the period through December 31, 2026, and to authorize the Mayor or Acting Mayor to execute any documents necessary to effect said contract extension.

Thank you for your consideration of this request, and feel free to contact me if you have any questions or concerns.

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

5h



City of Bristol, Connecticut

School Readiness and Child Daycare Grant

Edgewood Pre-K Academy
345 Mix Street
Bristol, CT 06010
Tel: (860) 584-7828

October 2, 2024

Erica Cabiya
Town and City Clerk
111 North Main Street
Bristol, CT 06010

RECEIVED
2024 OCT -2 PM 3:17
TOWN AND CITY CLERK
BRISTOL, CT

To Ms. Cabiya:

I am writing regarding the School Readiness Private Provider Payment for FY 2025.

Please place on the City Council Agenda for October 8, 2024, the following request that the City of Bristol accept funding from the State of Connecticut Office of Early Childhood for the following grant:

1. School Readiness-Priority Private Provider Payment (0000000017-02 11000-16274-2025-83014-170002-OEC00017) for \$59,189.00 – Award period 7/1/2024- 6/30/2025.

The attached Grant Award Letter reflects FY2024 and FY2025 as the State has not backed out FY2024 funds yet. I am also including the emails between the State and me per this issue, and I am happy to be available for questions. I will send the corrected Grant Award Letter to the Town and City Clerk and Comptrollers offices once the State uploads it.

The grant should be referred to the Board of Finance for appropriation and any other necessary action, including the request that the Mayor, or Acting Mayor, is authorized to execute any and all necessary documents related to the application, funding and implementation of the School Readiness grant from the CT Office of Early Childhood for the period of July 1, 2024 – June 30, 2025.

Please let me know if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna Osuch".

Donna Osuch
School Readiness Liaison

cc: Mayor Jeffrey Caggiano

STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD

GRANT AWARD NOTIFICATION

REVISION

1 Grant Recipient

Bristol School Readiness

DUNS Number:

4 Award Information

Grant Type: STATE

Statute:

CFDA #:

SDE Project Code: OEC0000000000002

Grant Number: 0000000017-02 11000-16274-2025-83014-170002-OEC00017

2 Grant Title

School Readiness - Priority Private Provider
Payment (16274)

5 Award Period

7/1/2024 - 6/30/2025

3 Education Staff

Program Manager:

Christina Gademsky

Payment & Expenditure Inquiries:

Cheryl Miller (860) 478-7104

6 Authorized Funding

Grant Amount: \$118,378.00

Funding Status: Final

7 Terms and Conditions of Award

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Written requests for budget revisions for expenditures made between July 1, 2024 and June 30, 2025 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2025. For grants awarded for two-year periods beginning July 1, 2024, final second-year budget revision requests covering the entire two-year period must be received no later than February 1, 2026. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes.

The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

9/12/2024

Christina Gademsky - OEC Grant Contact



CONNECTICUT STATE DEPARTMENT OF EDUCATION

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Expenditure Reports

Grant Summary

LEA Document Library

Address Book

CSDE Resources

Information for this
Page 0

Request Help

eGMS Sign Out

Manuele, Robin

Production Site

Session Timeout

(Hide Timer)

00:59:54

Budget Detail

Bristol School Readiness (0000000017-02) Non-Traditional LEA - FY 2025 - School Readiness - Priority Private Provider Payment (16274) - Rev 1 - School Readiness - Priority Private Provider Payment (16274)

[Return](#)

Filtering - 2 out of 2 Budget Details match selected filters

[Show All](#) / [Clear All](#)

Object	Purpose	LEA / School	Narrative
500 - Other Purchased ...	All	All	No Options Selected

[Download Budget Data](#)

<< First < Previous 1 Next >> Last >> Items 1-2 out of 2

Items/Page: 10 v

Budget Detail	Narrative Description
Object: 500 - Other Purchased Services	FY24: \$15,246 Bristol Child Development Center West Street for 67 FD/FY PreK \$14,109 Bristol Child Development Center for 62 FD/FY PreK \$27,080 Imagine Nation, A Museum Early Learning Center for 119 FD/FY PreK
Purpose: 01 - Early Care and Education Activities	FY25: \$15,246 Bristol Child Development Center West Street for 67 FD/FY PreK \$14,109 Bristol Child Development Center for 62 FD/FY PreK \$27,080 Imagine Nation, A Museum Early Learning Center for 119 FD/FY PreK
LEA / School: Bristol School Readiness (0000000017-02)	
Quantity: 1.00	
Cost: \$112,870.00	
Line Item Total: \$112,870.00	
Object: 500 - Other Purchased Services	FY24: \$2,754 Imagine Nation, A Museum Early Learning Center for 8 FD/FY Infant Toddler Expansion Slots
Purpose: 01 - Early Care and Education Activities	FY25: \$2,754 Imagine Nation, A Museum Early Learning Center for 8 FD/FY Infant Toddler Expansion Slots
LEA / School: Bristol School Readiness (0000000017-02)	
Quantity: 1.00	
Cost: \$5,508.00	
Line Item Total: \$5,508.00	

Total for filtered Budget Details: \$118,378.00

Total for all other Budget Details: \$0.00

Total for all Budget Details: \$118,378.00

Allocation: \$118,378.00

Remaining: \$0.00

[Return](#)



BRISTOL POLICE DEPARTMENT

131 North Main Street
Bristol, CT. 06010

Memo:

To: Erica Cabiya, CCTC

From: Jacqueline England

Date: October 1, 2024

Re: City Council Referral

At the special meeting of the Animal Control Building Committee on September 30th 2024 the following motion was made and unanimously passed.

A motion was made to refer to City Council for the purchase of the property at 30 Cross Street for the purpose of the new animal control facility.

Please place the above item on the agenda for the next City Council meeting.

Thank you

Jacqueline England

Recording Secretary

RECEIVED
2024 OCT - 1 PM 4:08
TOWN AND CITY CLERK
BRISTOL, CT



Purchasing Department | Tel. 860.584.6195

Fax 860.584.6171

MEMORANDUM

To: Erica Cabiya, Town and City Clerk
Cc: Mayor Jeffrey Caggiano
Office of Corporation Counsel
Raymond Rogozinski, Public Works Director
Marco Palmeri, Health Director
From: Roger D. Rousseau, Purchasing Agent
Date: October 4, 2024

RECEIVED
2024 OCT -4 AM 10:32
TOWN AND CITY CLERK
BRISTOL, CT

RE: Contract 2P25-010 Architectural/Engineering Services Relative to Renovation of Office Space for Bristol Burlington Health District

The City received and reviewed submissions from design teams for the preparation of designs relative to the renovation of new space for the Bristol Burlington Health District, within the Beals Community Center space previously occupied by the Board of Education. Following review of qualifications, and subsequent review of fee proposals and presentations from five of those firms, the review committee has recommended the selection of **Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.** as the design team most appropriate for work on the project.

I therefore respectfully request that you include the following motion on the agenda for the next meeting of the City Council:

To award **Contract 2P25-010 Architectural/Engineering Services Relative to Renovation of Office Space for Bristol Burlington Health District** to **Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.** in an amount of **\$139,150.00**, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Please let me know if I can provide any further information regarding this contract.

Thank you for your consideration of this request.

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

BRISTOL CITY COUNCIL MEETING
COUNCILMAN SEBASTIAN PANIOTO,
CHAIR, ORDINANCE COMMITTEE

OCTOBER 8, 2024

6a
RECEIVED

2024 OCT -2 AM 9:05

TOWN AND CITY CLERK
BRISTOL, CT

**ADOPTION OF ORDINANCE
CHAPTER 2, ADMINISTRATION,
ARTICLE II, OFFICERS AND EMPLOYEES,
DIVISION 5, RETIREMENT,
SECTION 2-80, SAME-EARLY RETIREMENT OPTION**

MOTION: I hereby MOVE that Sec. 2-80 Same-Early Retirement Option of the Code of Ordinances of the City of Bristol, Connecticut, is hereby amended to read as follows. I FURTHER MOVE that the City Clerk publish said amendments and additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol. (Additions are underlined and deletions are bracketed.)

Underscored text is proposed to be added. [Bracketed] text is proposed for deletion.

Sec. 2-80. Same—early retirement option.

Each member who shall have reached his fifty-fifth birthday and shall have at least [ten (10)] five (5) years of service shall have the option, to be exercised by a written notice to the retirement board and with the consent of the retirement board, to retire at any time thereafter. The amount of pension benefits payable to such retired member shall be computed as provided in section 2-77 of this division, except that the date of such early retirement shall be used in determining his years of service and average annual pay, and the amount thus obtained will be reduced, such reduction to be determined by the actuary in accordance with accepted actuarial practice, if such retirement benefit is to commence prior to the earliest date on which he might otherwise have qualified for retirement as specified under section 2-76 of this division. The contingent annuitant and the fifteen-year certain options provided for in section 2-78 and 2-79 of this division may be elected by a member who elects to retire early under this section, in which case the term "retirement date" shall be deemed to mean early retirement date wherever applicable in sections 2-78 or 2-79.

(Code 1960, § 47-15; Ord. of 2-4-69; Ord. of 2-2-71; Ord. of 11-5-80)

66.

BRISTOL CITY COUNCIL MEETING
COUNCILMAN SEBASTIAN PANIOTO,
CHAIR, ORDINANCE COMMITTEE

OCTOBER 8, 2024 RECEIVED

2024 OCT -2 AM 9:05

TOWN AND CITY CLERK
BRISTOL, CT

**ADOPTION OF ORDINANCE
CHAPTER 2, ADMINISTRATION,
ARTICLE II, OFFICERS AND EMPLOYEES,
DIVISION 5, RETIREMENT,
SECTION 2-86, VESTING**

MOTION: I hereby **MOVE** that Sec. 2-86 – Vesting of the Code of Ordinances of the City of Bristol, Connecticut, is hereby amended to read as follows. I **FURTHER MOVE** that the City Clerk publish said amendments and additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol. (Additions are underlined and deletions are bracketed.)

Underscored text is proposed to be added. [Bracketed] text is proposed for deletion.

Sec. 2-86. Vesting.

- (a) If any member shall cease to be an employee of the city, except upon death or as a retired member, then he shall be entitled to a return of all of his own contributions under this division plus regular interest thereon compounded annually, as provided under section 2-75 of this division. In lieu of such return of contributions, however, any member who shall elect to leave his contributions in the retirement fund shall be entitled at his normal retirement date, if he shall then be living and if such contributions are left in the retirement fund, to the following percentage of the amount of pension benefit as computed under the provisions of section 2-77 of this division, such percentage to depend upon the number of his years of service as an employee of the City of Bristol, except that the date of his termination of employment shall be used in determining his years of service and average annual pay. For the purposes of this section, "normal retirement date" shall mean the earliest date on which the member might otherwise have qualified for retirement according to section 2-76 of this division.

<i>Years of Service</i>	<i>Percent of Accrued Benefit Vested</i>
0 to [10] <u>less than 5</u>	0
[10] <u>5</u> or more	100

- (b) Anything contained herein to the contrary notwithstanding, in no event shall the vested benefit to which the terminated member is entitled be of lesser value than the amount of his own contributions; including interest as hereinabove provided, at the date of his termination of employment, as determined in accordance with accepted actuarial practice. Any terminated member, by written notice filed with the retirement board, may elect at any time to withdraw his own contributions to the retirement fund plus regular interest thereon compounded annually. Any such terminated member who shall so elect to withdraw his own contributions shall have no further rights whatsoever in and to any benefits under this division.

(Code 1960, § 47-16; Ord. of 2-4-69; Ord. of 2-2-71; Ord. of 11-5-80)

6C

ADOPTION OF ORDINANCE
CHAPTER 18, ARTICLE XII,
BRISTOL TRANSPORTATION COMMISSISON,
SECTION 18-170 MEMBERS

RECEIVED

2024 OCT -2 AM 9:05

TOWN AND CITY CLERK
BRISTOL, CT

BRISTOL CITY COUNCIL MEETING

OCTOBER 8, 2024

COUNCILMAN SEBASTIAN PANIOTO
CHAIR, ORDINANCE COMMITTEE

MOTION: I hereby MOVE that Chapter 18, Article XII, Bristol Transportation Commission, Sec. 18-170. Members of the Code of Ordinances of the City of Bristol, Connecticut, is hereby amended to read as follows. I FURTHER MOVE that the City Clerk publish said amendments and additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol. (Additions are underlined and deletions are bracketed.)

Sec. 18-170. Members.

The commission shall consist of seven (7) voting members appointed by the mayor and city council. Three (3) shall serve for three (3) years; two (2) shall serve for two (2) years and two (2) shall serve for one (1) year. After initial appointment, all appointments shall be for three (3) years. Persons representing particular boards need not be members of those boards.

Voting members shall include:

[1] A City Council member;

[(2) City planner;]

[3] A senior citizen at large; and

[(4) Four (4)] Five (5) citizens at large.

11-12-14; Ord. of 4-12-16; Amend. eff. 11-29-19; Ord. of 4-13-21)

6ed.

ADOPTION OF ORDINANCE
CHAPTER 5, BUILDINGS AND BUILDING REGULATIONS
SECTION 5-19

RECEIVED
2024 OCT -2 AM 9:05

TOWN AND CITY CLERK
BRISTOL, CT
OCTOBER 8, 2024

BRISTOL CITY COUNCIL MEETING

COUNCILMAN SEBASTIAN PANIOTO
CHAIR, ORDINANCE COMMITTEE

MOTION: I hereby MOVE that Chapter 5, Building and Building Regulations, Sec. 5-19 – Fees of the Code of Ordinances of the City of Bristol, Connecticut, is hereby amended to read as follows. I FURTHER MOVE that the City Clerk publish said amendments and additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol. (Additions are underlined and deletions are bracketed.)

Sec. 5-19. Fees.

- (a) *Generally.* No permit to begin work for new construction, alteration, removal, demolition or other building operation shall be issued until the fees prescribed in this section shall have been paid to the building official or other authorized municipal agency, nor shall an amendment to a permit necessitating an additional fee because of an increase in the estimated cost of the work involved be approved until the additional fee shall have been paid. The City of Bristol, the Bristol Board of Education, and the Bristol Water Department shall not be required to pay any fees under this section [provided that the City of Bristol, the Bristol Board of Education or the Bristol Water Department has secured third-party review of plans by a licensed engineer or architect] for new construction, alteration, removal, demolition or other building operations on City-owned property. This exemption does not apply to the State-mandated education fee required on each building permit application pursuant to C.G.S. § 29-263. Notwithstanding the foregoing, where work to be performed by or on behalf of the City of Bristol, the Bristol Board of Education, or the Bristol Water Department is funded by revenue bonds or grant funds and permit fees are allowable as a reimbursable expense, then such applicable permit fees shall be charged.
- (b) *Special fees.* The payment of the fee for the construction, repair, alteration, removal or demolition and for all work done in conjunction with or concurrent with work contemplated by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are described further in this section or by ordinance in regards to plumbing permits, heating permits, electrical permits, sewer excavation or street opening permits, erection of signs and display structures, marquees or other appurtenant structures, certificates of use and occupancy or other privileges or requirements, both within and without the jurisdiction of the department of building inspection. All of the following fee charges to include the State of Connecticut Education fee amount which will be charged in addition to the city fees.

- (c) *Square foot area.* For the determination of any permit fee based on square foot area, such area shall be computed taking the extreme measurements from outside walls and including garages, breezeways and the like.
- (d) *Right of inspector to ask subcontractors for actual cost.* It will be the right of the inspector to ask for an affidavit as to the actual cost of the job and the subcontractor shall be responsible for additional permit fees for the difference between the estimated and actual costs.
- (e) *Reserved.*
- (f) *Fees for new construction.* The fee for a building permit for all new construction excluding all subcontracts such as plumbing, heating, electrical, etc. on residential building including covered decks and covered stairs, shall be at the rate of eighty cents (\$0.80) per square foot of area. On commercial or industrial building, said fee shall be at the rate of one dollar (\$1.00) per square foot of area. Area will be computed by taking the ground floor times the number of stories. The fee for accessory buildings, garages, open breezeways, decks, greenhouses, sheds, rigid frame or steel skeletal buildings for truck, heavy equipment or all-purpose storage, shall be at the rate of forty cents (\$0.40) per square foot of area. The minimum permit fee shall be twenty-five dollars (\$25.00). There will be no maximum fee. Fees may be waived in accordance with subsection (a), above. Permits are required for all swimming pools, for which the minimum permit fee shall be twenty-five dollars (\$25.00). A twenty-five dollar (\$25.00) fee shall be charged for all open decks under two hundred (200) square feet of area, which are not more than thirty (30) inches above grade at any point and are not attached to the dwelling or main structure. Open decks shall be anchored to resist wind induced uplift and dislocation.
- (g) *Fees for subcontractor permits.* Fees for permits for licenses issued by the state occupational licensing boards will be based on the estimated costs of the proposed work as follows:
 - (1) Estimated cost up to \$1,000.00: \$25.00 permit fee.
 - (2) For each additional \$1,000.00 of estimated cost or fraction thereof, add \$25.00 to permit fee.
- (h) *Alteration and moving of buildings.* The fee for a building permit for alterations to building or structures, or to move a building or structure from one lot to another or to a new location shall be based on the estimated cost of foundation and all work necessary to place the building or structure in its completed condition at its new location as follows:
 - (1) Estimated cost up to \$1,000.00: \$25.00 permit fee.
 - (2) For each additional \$1,000.00 of estimated cost or fraction thereof, add \$25.00 to permit fee.
- (i) *Demolition.* The fee for a permit for demolition of a building shall be based on estimated cost in accordance with the schedule (g) of this section.
- (j) *Signs.* Fees for signs for which a permit is required by the state building code shall be based on estimated cost in accordance with the schedule in subsection (g) of this section.
- (k) *Certificates of occupancy.* The fee for a certificate of occupancy of a building shall be:

(1) Certificates of occupancy:

Residential\$25.00

Commercial, industrial\$50.00

Temporary\$100.00

(2) Reinspection, for first, second and third reinspection \$35.00

(3) Reinspection, after third reinspection \$50.00

(l) *Certificates of approval.* The fee for certificates of approval shall be:

Residential \$25.00

Commercial, industrial \$50.00

(m) *Zoning permit fee* \$25.00

(n) *Fences.* The fee for fences erected on any property in Bristol shall be based upon estimated cost in accordance with the schedule (g) of this section plus the zoning permit fee.

(Code 1960, § 33-5; Ord. of 5-2-72; Ord. of 10-3-78; Ord. of 3-10-86; Ord. of 3-9-92; Ord. of 5-9-00; Ord. of 4-12-05; Ord. of 7-10-07; Ord. of 7-9-13; Ord. of 11-12-14; Ord. of 4-12-16; Amend. eff. 11-29-19; Ord. of 4-13-21)

be.

BRISTOL CITY COUNCIL
REAL ESTATE COMMITTEE
SUSAN TYLER, CHAIRWOMAN

OCTOBER 8, 2024

RECEIVED
2024 OCT -2 PM 2:11
TOWN AND CITY CLERK
BRISTOL, CT

MOTION

I HEREBY MOVE that the city owned property known as Lot 129-2 on Tax Assessor's Map 2, Violet Drive, be referred to the Planning Commission for a Connecticut General Statute Section 8-24 report. Specifically, to address proposing a lot line boundary adjustment with the adjoining property known as 127 Daisy Circle.

I FURTHER MOVE that the city owned property known as Lot 120-9 on Tax Assessor's Map 2, Candlewood Drive be referred to the Planning Commission for a Connecticut General Statute Section 8-24 report. Specifically, to address proposing boundary line adjustments with the following adjoining properties:

- 242 Candlewood Drive
- 258 Candlewood Drive
- 272 Candlewood Drive
- 282 Candlewood Drive



11a.
RECEIVED
2024 SEP 17 AM 11:25
TOWN AND CITY CLERK
BRISTOL, CT

Bristol Senior Center
240 Stafford Avenue
Bristol, CT 06010
(860)584-7895 - Fax (860)584-7897

September 16, 2024

Mayor Jeffrey Caggiano
City of Bristol
111 North Main Street
Bristol, CT 06010

Dear Mr. Mayor:

I am writing to request the adoption of the following Resolution at the October 8th City Council Meeting:

BE IT RESOLVED that in order to promote the goals of scientific, educational, literary, historical, governmental, charitable and non-profit entities located in the City of Bristol by drawing upon the skills, knowledge and experience of its senior citizens, the City Council of the City of Bristol hereby establishes a Senior Volunteer Tax Relief Program for senior citizens who choose to donate their time, talent and experience by volunteering to provide services to such entities as follows:

- A. Qualifying senior citizens who volunteer to provide services to qualifying scientific, educational, literary, historical, governmental, charitable and non-profit entities located in the City of Bristol shall be eligible for a tax credit on their real property tax bills in accordance with the provisions hereof. In order to qualify for the benefits of the senior citizens volunteer tax relief pilot program, taxpayers must be age 60 or older, own real property in the City of Bristol, must occupy the property as a principal residence and must have an annual gross income of not more than \$45,000 single, or \$50,000 couple, not including Social Security. Participating senior citizens may earn an annual tax credit of \$300.00 per household by performing a minimum of 50 hours of volunteer service in a fiscal year to qualified non-profit entities.
- B. The program shall apply to volunteer work performed in fiscal year 2024-2025 and after, in accordance with the provisions of this Resolution and the guidelines and policies referred to in paragraphs D and E. The tax credit shall be applied to the tax bill due July 1 following the fiscal year in which the work is performed.



Bristol Senior Center
240 Stafford Avenue
Bristol, CT 06010
(860)584-7895 - Fax (860)584-7897

September 16, 2024

Page 2

- C. The tax credits earned by the participants in the Senior Volunteer Tax Relief Program shall not exceed \$24,000 in a fiscal year on a first-come first-serve basis.
- D. The Assessor and Senior Center Executive Director shall develop guidelines and policies to administer the Senior Volunteer Tax Relief Program, including guidelines for qualifications for participating seniors and participating nonprofit entities, and for timing and form of applications.
- E. An extension time of two months, through August 31, 2025, to file for the Senior Volunteer Tax Relief Program will be allowed upon presentation of letter of medical proof from your doctor stating that you were under a doctor's care during the designated filing period of February 1, 2025 through June 30, 2025.
- F. The City Council shall review and evaluate the Senior Volunteer Tax Relief Program after one year from the date of its approval.

Sincerely,

Jason P. Krueger

Jason P. Krueger
Executive Director
Department of Aging

CC: Thomas DeNoto, Assessor
Ann Bednaz, Tax Collector

CITY OF BRISTOL

RESOLUTION AUTHORIZING THE ISSUANCE OF REFUNDING BONDS IN THE AMOUNT OF \$27,000,000 FOR THE PAYMENT IN WHOLE OR IN PART OF THE OUTSTANDING PRINCIPAL OF AND INTEREST ON AND ANY CALL PREMIUM ON THE CITY'S \$21,130,000 GENERAL OBLIGATION BONDS, ISSUE OF 2017 AND \$22,500,000 TAX-EXEMPT GENERAL OBLIGATION BONDS, ISSUE OF 2018, SERIES A, AND COSTS RELATED THERETO

RESOLVED,

(a) That pursuant to the City Charter the Board of Finance of the City of Bristol hereby determines that it is necessary to issue refunding bonds and appropriate the proceeds thereof to refund certain outstanding bonds of the City.

(b) That the City issue its refunding bonds, in an amount not to exceed TWENTY-SEVEN MILLION DOLLARS (\$27,000,000), the proceeds of which are hereby appropriated: (1) to fund one or more escrows, the balance held in such escrows, together with the investment earnings thereon, to be applied by the City to the payment in whole or in part, as to be determined by the Mayor or Acting Mayor and the Agent or Vice Agent of the Board of Finance of the City, of the outstanding principal of and interest and any call premium on the City's \$21,130,000 General Obligation Bonds, Issue of 2017 and \$22,500,000 Tax-Exempt General Obligation Bonds, Issue of 2018, Series A, including the payment of interest accrued on said bonds to the date of payment, and (2) to pay costs of issuance of the refunding bonds authorized hereby, including legal fees, consultants' fees, trustee or escrow agent fees, underwriters' fees, net interest and other financing costs and other costs related to the payment of the outstanding bonds described above. The refunding bonds shall be issued pursuant to Section 7-370c of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds shall be general obligations of the City secured by the irrevocable pledge of the full faith and credit of the City. The Mayor or Acting Mayor of the City shall sign the bonds by manual or facsimile signature. The bonds shall be countersigned by the manual or facsimile signature of the Agent or Vice Agent of the Board of Finance. The law firm of Pullman & Comley, LLC is designated as bond counsel to approve the legality of the bonds. The Mayor or Acting Mayor and the Agent or Vice Agent of the Board of Finance are authorized to determine the amount, date, interest rates, maturities, redemption provisions, form and other details of the bonds; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds; to provide for the keeping of a record of the bonds or notes; to sell the bonds at public or private sale; to deliver the bonds; and to perform all other acts which are necessary or appropriate to issue the bonds.

(c) That the City hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that costs of the refunding may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the City reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the refunding. The Mayor or Acting Mayor and the Agent or Vice Agent of the Board of Finance are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the City pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the

continued exemption from federal income taxation of interest on the bonds authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(d) That the Mayor or Acting Mayor and the Agent or Vice Agent of the Board of Finance and the Comptroller or any two of them, are authorized to make representations and enter into written agreements for the benefit of holders of the bonds to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds.

(e) That the Mayor or Acting Mayor and the Agent or Vice Agent of the Board of Finance are authorized to take all other action which is necessary or desirable to enable the City to effectuate the refunding of all or a portion of the City's \$21,130,000 General Obligation Bonds, Issue of 2017 and \$22,500,000 Tax-Exempt General Obligation Bonds, Issue of 2018, Series A, and to issue refunding bonds authorized hereby for such purposes, including, but not limited to, the entrance into agreements on behalf of the City with underwriters, trustees, escrow agents and others to facilitate the issuance of the refunding bonds, the escrow of the proceeds thereof and investment earnings thereon, and the payment of the outstanding bonds in whole or in part.

(f) In addition to approval by the Board of Finance, this resolution is subject to approval by the City Council and a joint meeting of the City Council and the Board of Finance.

(g) That the above authorization to issue refunding bonds shall lapse on June 30, 2025.

11c

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 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

CC: Ray Rogozinski

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

DATE: October 2, 2024

RE: City Council Agenda - October 8, 2024

RECEIVED
2024 OCT -2 PM 3:00
TOWN AND CITY CLERK
BRISTOL, CT

Erica, would you please include the following on the October 8, 2024 City Council agenda?
Thank you.

1. To approve a **RESOLUTION** authorizing the Mayor, or acting Mayor acting on behalf of The City to execute a grant agreement with the CT Department of Energy and Environmental Protection for \$320,000.00 in conjunction with the CT Recreational Trails Program for the multi-use trail path connecting the West End, Downtown, and Middle Street in Bristol.

Please contact Ray Rogozinski or me for more information or any questions you may have.

TWC | met

Equal Opportunity Employer

RESOLUTION

BE IT RESOLVED, that Jeffrey Caggiano, Mayor of the City of Bristol, is hereby authorized to execute on behalf of the City of Bristol a Personal Services Agreement with the State of Connecticut Department of Energy and Environmental Protection for financial assistance to complete work in conjunction with the Connecticut Recreational Trails Program as described in the amount of \$320,000.00.

Dated at Bristol, Connecticut
This ____ day of October, 2024



Office of the Corporation Counsel | 860.584.6150



RECEIVED
2024 OCT -2 AM 9:05
TOWN AND CITY CLERK
BRISTOL, CT

MEMORANDUM

TO: Erica Cabiya, Town & City Clerk

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

DATE: September 30, 2024

RE: October City Council Agenda
Solar Power Facility Site Lease and Easement Agreement
Between City of Bristol and CTEC Solar, LLC
For a Portion of Closed Landfill Site at 685 Lake Avenue

CC: Mayor Caggiano, Raymond Rogozinski

Erica, would you kindly add the following to the agenda for the City Council meeting on October 8, 2024.

1. To consider and take action on a lease by and between the City of Bristol and CTEC Solar, LLC for use of a portion of the City closed landfill site at 685 Lake Avenue to place and operate a solar array.

TWC/ntb

City Council Meeting

RECEIVED

October 8, 2024

2024 OCT -2 AM 9:05

TOWN AND CITY CLERK
BRISTOL, CT
MOTION

I MOVE that the City of Bristol enter into a Site Lease and Easement Agreement with CTEC Solar, LLC for use of a portion of the closed City landfill at 685 Lake Avenue under the terms as presented, and that the Mayor or acting Mayor be authorized to execute this agreement on behalf of the City of Bristol;

I FURTHER MOVE that the proposed lease and easement agreement be referred to the Planning Commission for its review and report pursuant to Connecticut General Statutes Sec. 8-24; and

I FURTHER MOVE that this matter be referred to the Corporation Counsel for review.

RECEIVED

2024 OCT -2 AM 9:05

TOWN AND CITY CLERK
BRISTOL, CT

SOLAR POWER FACILITY SITE LEASE AND EASEMENT AGREEMENT

This Solar Power Facility Site Lease Agreement (the "Lease" or "Agreement") is made and entered into as of _____ 2024 (the "Execution Date"), between the City of Bristol, Connecticut ("Landlord"), and CTEC Solar LLC, a Connecticut limited liability company (Tenant") (each a "Party" and collectively the "parties").

OPERATIVE TERMS

WHEREAS, Landlord and Tenant intend to coordinate and the Tenant shall design, engineer, construct, install and maintain on the Bristol Landfill, 685 Lake Avenue, Bristol, CT (the Premises") a ground-mounted solar array consisting of an estimate 1.63 Megawatt AC (2.002 Megawatt DC) and producing a projected 2,823,380 kWh annually (the "Solar Facilities").

WHEREAS, in consideration of the mutual covenants and agreements set forth in this Lease, Landlord and Tenant agree as follows:

ARTICLE I
DEFINITIONS

For the purposes of this Lease, the following terms shall have the following meanings:

"Affiliate" means, when used in reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person. "Control" as used here, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or partnership interests, by contract or otherwise.

"Attorney Fees" means documented reasonable attorneys' fees and costs incurred by a party, including attorneys' and court fees and cost for trial and appellate proceedings.

"Base Rent" has the meaning set forth in Article 4.1

"Casualty" has the meaning set forth in Article 11.

"Commercial Operation Date" means the date that the Solar Facility is ready for regular, daily operation, has undergone testing, has been accepted by the Tenant or its successors/assigns and the City of Bristol (Landlord) is in compliance with laws and regulations required for production and distribution of solar-voltaic energy production systems, and is capable of producing energy and delivering it to the point of delivery.

"Due Diligence Period" has the meaning set forth in Article 3.2

“Environmental Claim” means and includes any demand, notice of violation, injury, cause of action, proceeding, or suit for damages (including reasonable attorneys’, consultants’, and experts fees, costs or expenses), losses, injuries to person or property, damage to natural resources, fines, penalties, interest, cost recovery, compensation, or contribution resulting from or in any way arising in connection with and Hazardous Material or any Environmental law.

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“Environmental Law” means any federal, state, or local law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or aboveground tanks) together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exists or may be changed or amended or come into effect in the future.

“Event of Default” has the meaning set forth in Article 19.1

“Execution Date” has the meaning set forth in the introductory paragraph of this Lease.

“Extension Term” has the meaning set forth in Article 3.4

“Force Majeure” means events or circumstances, whether foreseen or unforeseen, beyond the reasonable control and not the fault of a non-performing Party, including (i) acts of God, (ii) sabotage, riots or civil disturbances, strikes or similar labor difficulties, (iii) volcanic eruption, hurricane, flood, ice storms, explosion, fire, lighting, landslide or similar occurrence, (iv) war or acts of terrorism affecting the Property, (v) change of law imposing regulatory burden or prohibition upon Tenant or Landlord, with the exception of the Tenant’s obligation to pay rent hereunder, (vi) withdrawal of required governmental authorization or permits, (vii) acts of vandalism, (ix) requirement by a utility that a Solar Power Facility discontinue operation for any reason, (x) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, (xi) any other action by any governmental authority which prevents or prohibits the Parties from carrying out the respective obligations under this Lease; provided, however, “Force Majeure” shall not include economic hardship or inability to obtain financing of either Party.

“Governmental Approvals” has the meaning set forth in Article 10.1.

“Hazardous Materials” means any flammable explosive, radioactive materials, hazardous material, hazardous waste, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or micro bacterial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Law.

“Improvements” means those equipment and related improvements consistent with the Operations by Tenant and located on the Property.

“Indemnifying Party” has the meaning set forth in Article 10.1

“Laws” means all laws, ordinances, and regulations applicable to the property, the Premises, or any Solar Power Facility now or hereafter enacted by any Federal, State, or local government or quasi-governmental body.

“Lender” shall mean any Person providing financing for the construction and/or operating of the Solar Power Facilities,

“Parties” means Landlord and Tenant.

“Party” means Landlord or Tenant.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, un-incorporated organizations, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

“Premises” has the meaning set forth in Article 2.1.

“Property” has the meaning set forth in Article 2.1.

“Security Instrument” has the meaning set forth in Article 16.1

“Security Interest” has the meaning set forth in Article 14.2(a)

“Solar Power Facilities: or “Solar Power Facility” means collectively or individually one or more electricity grid-connected photovoltaic, solar power plants and other equipment and facilities to be construed, installed and maintained by Tenant pursuant to this Lease or the Agreement.

“Taken” or “Taking” means the acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

“Tenant Tax Amount” has the meaning set forth in Article 4.2

“Term” has the meaning set forth in article 3.

“Term Notice” has the meaning set forth in Article 4.2

“Utility” is Connecticut Light and Power Company dba as Eversource Energy.

ARTICLE 2

GRANT OF LEASHOLD AND EASEMENT RIGHTS

2.1 Grant of Leasehold Interest. In consideration of the mutual covenants and agreements set forth in this Lease, Landlord hereby leases and demises to Tenant, and Tenant leases from Landlord, the premises described on the attached Exhibit B (the “Premises”). Landlord and Tenant acknowledge

that Exhibit B may be modified by mutual consent after construction of the Solar Power Facility based on as-built drawings reflecting changes required prior to or during construction and may be surveyed at Tenant's option and cost. The Premises are located on that certain parcel of real property owned by Landlord and more particularly described on Exhibit A (the "Property") and Landlord hereby grants to Tenant a non-exclusive easement for ingress and egress across and over the Property to access the Premises to perform the Operations (as defined below) during the Term and any Extension Term. Tenant shall have the right to occupy and use the Premises to construct the Solar Power Facilities, for solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "Operations"). Tenant shall perform Operations in compliance with all applicable Laws.

2.2 Exclusive Right to Solar Resources. Tenant shall have the sole and exclusive right to convert all of the solar resources of, and to conduct Operations on, the Premises. Landlord shall not grant any rights in the premises, now or during the term of the Lease, purporting to permit others to conduct Operations on the Premises in derogation of Tenant's sole and exclusive rights and privileges hereunder. Without the prior written consent of Tenant, Landlord shall not (i) waive any right available to Landlord or grant any right or privilege subject to the consent of Landlord by law or contract, including without limitation any environmental regulation, land use ordinance or zoning regulation, with respect to setback requirements, or other restriction and conditions respecting the placement of the Solar Power Facility on the Premises or (ii) grant, confirm, acknowledge, recognize or acquiesce in any right claimed by any other person to conduct Operations on the Premises, and Landlord agrees to give Tenant notice of any such claims and to cooperate with Tenant in resisting and disputing such.

2.3 Grant of License and Other Rights. In further consideration of the mutual covenants and agreements set forth in this Lease, Landlord hereby grants to Tenant, for no additional consideration and for the period of construction of the Solar Power Facility, a license to use the area shown on Exhibit C as staging and laydown area.

2.4 Signage. Landlord shall grant to Tenant an irrevocable license during the Term of this Lease to display reasonable signage at a location to be agreed to between Landlord and Tenant. The signage shall be subject to the reasonable approval of Landlord and shall comply with all local zoning laws and ordinances.

ARTICLE 3

TERM: CONDITIONS PRECEDENT

3.1 Initial Term. The term ("Term") of this Lease shall begin on the Execution Date and shall expire on the twentieth (20th) anniversary of the commercial operation date of the Solar Power Facility, as such date is determined in the Agreement. Additionally, any term extension that occurs under the Agreement will automatically result in an extension of this Lease for the extension period ("Extension Term") subject to the terms and conditions of this Agreement.

3.2 Conditions Precedent. In the event that Tenant is not able to satisfy the conditions precedent set forth below, and elects not to waive any conditions precedent not so achieved, by the date which is three hundred sixty-five (365) days after the Execution Date (such 365 day period being the

“Due Diligence Period”, Tenant or the Landlord shall be entitled to terminate this Lease, and neither Party shall have any obligation or financial liability to the other Party as a result of such termination. If Tenant does not terminate this Lease by the expiration of the Due Diligence Period, Tenant will be deemed to have waived its right to terminate under this Section 3.2. The conditions precedent are as follows:

- a) Tenant obtaining all Government Approvals (as defined in Article 5), on terms and conditions reasonably acceptable to Tenant in its sole discretion;
- b) Tenant obtaining an interconnection agreement from the Utility, with terms acceptable to Tenant.
- c) Tenant completing engineering reviews and site assessments (including environmental and geotechnical assessments), and Tenant being satisfied, in its sole discretion, of the result of such reviews and assessments; and
- d) Tenant receiving financing sufficient to enable it to purchase, construct, operate and maintain the Solar Power Facilities on terms acceptable to Tenant in its sole discretion.

3.3 Termination. It is acknowledged and agreed that, notwithstanding anything in this Lease or under applicable Laws to the contrary, (a) the Term of this Lease shall be coterminous with the term under the Agreement, and (b) other than as expressly provided herein, Landlord shall have no right to terminate this Lease or any of the rights granted hereunder prior to the expiration or termination of the term of the Agreement.

3.4 Term Extension. Tenant shall have the right and option to extend the term for one (1) additional five (5) year term (First Term Extension), pursuant to the terms under this Lease, including the Base Rent as shown in Exhibit D (attached) provided the Tenant is not in default on any term or condition under this Agreement. The Tenant may exercise the Term Extension option by delivering written notice of its election to extend the term to the Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The Tenant shall enjoy the exclusive first right of refusal to extend the lease term for two (2) additional five (5) year terms by notifying the Landlord in writing of its desire to exercise said right no later than one (1) year prior to the expiration of the First Term Extension or any additional term extensions thereafter, time being of the essence. If the parties are unable to reach a full and final agreement by the expiration of the then current lease term, the parties are relieved from the obligation to negotiate further unless the parties waive the negotiation time restriction so referenced.

ARTICLE 4 **RENT**

4.1 Delivery of the benefits of the Solar Generating Equipment will consist of exclusively of Rent or any Additional Rent as shown in Exhibit D, attached, during the Land Lease Period (“Rent”), jointly agreed to by the Parties, and further described as follows:

a) Land Lease: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Landlord and Tenant, upon the terms and conditions set forth in this Agreement, including the Payment Terms (Base Rent and Additional Rent) as set forth in Exhibit D, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises including the air space thereon, consisting of approximately _____ acres within the Landlord's property, as more particularly described in Exhibit A and Exhibit B attached hereto and incorporation herein.

1. Purposes of the Lease. This Agreement is solely and exclusively for Solar Energy purposes (as such term is defined below) and not for any other purpose, and Tenant shall have the exclusive right to develop and use the Premises for Solar Energy purposes and to derive all profits therefrom subject to Additional Rent as shown in Exhibit D, including, but not limited to, the following activities (collectively, "Site Activities"):

- a. Converting solar radiation emitted from the sun ("Solar Energy") into electrical energy, and collecting and transmitting the electrical energy so converted;
- b. Determining the feasibility of Solar Energy conversion on the Premises or on adjacent land, including studies of Solar Energy emitted upon, over and across the Premises and other meteorological data, environmental studies and extracting soil samples;
- c. Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following improvements for the benefit of the Project or Projects (as defined below) (i) Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively, "Solar Generating Equipment"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers and substations, energy storage facilities, and telecommunications equipment; (iii) roads and crane pads; (iv) meteorological measurement equipment; (v) control buildings, operations and maintenance facilities and buildings; and (vi) installing, operating, maintaining, repairing and replacing any other improvements, accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including, but not limited to battery energy storage facilities. The term "Project" means each integrated Solar Energy generation system consisting of Solar Facilities that is constructed, energized and operated on the Premises by Tenant or a third party authorized by Tenant or its authorized third party constructs, energizes and operates during the Term which shall likewise be bound by the terms and conditions of this agreement, energizes and operated during the Term. Tenant shall determine whether any group of Solar Facilities constitutes a single Project or multiple Projects, which portion of the Premises shall be included within each Project. Tenant shall promptly provide Lessor of each determination, as well as documentation reasonably evidencing the back-up for such determination;

b) Grant of Easements.

1. Landlord hereby grants, conveys and warrants to Tenant, and Tenant hereby accepts the following additional easements upon, over, across and under the Property for the purposes of the Project:

a. Non-Obstruct. An exclusive easement to capture, use and convert the unobstructed flux of Solar Energy over and across the Property from all angles and from sunrise to sunset on the Property during each day of the Term (as defined herein);

b. Operating Easement. An exclusive easement for all activities necessary to develop and operate the Project, including, but not limited to, electromagnetic, audio, visual, view, light, noise, vibration, Electrical, radio interference, or other effects attributable to the Solar Generating Equipment, the Project or any Site Activities;

c. Access Easement. A non-exclusive easement for the benefit of the Project or Projects, exercising the right of ingress to and egress from the Project or Projects (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereof if existing or later constructed by Landlord, or otherwise by such route or routes as Tenant may construct from time to time.

4.2 Real Estate and Personal Property Tax Agreement. Landlord shall pay all taxes, assessments, or other governmental charges, general and specific, in connection with its ownership of the Property and any improvements exclusive of the Project as of the Effective Date of the Agreement (the "Landlord's Taxes"). The amount of any ad valorem taxes for the Property itself shall constitute the Landlord's Taxes that shall or may during the Term be imposed on, or arise in connection with the Property itself. Throughout the full Term covered by this Agreement, Tenant shall not be obligated to pay any amounts to any person or party in addition to those payments set forth in Exhibit B. Tenant shall not be obligated to pay (a) the pro rata share of Landlord's Taxes, applicable to the Net Usable Acreage; (b) any incremental increase over and above Landlord's Taxes, in taxes, assessments, or other governmental charges resulting from assessments upon the location, nature, use or value of the Solar Facilities installed upon the Net Usable Acreage.

ARTICLE 5 **APPROVALS**

After the Execution Date, Tenant shall undertake to secure and incur the costs in connection with securing all material, licenses, certificates, authorizations and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state, or local authorities, for the use of the Premises by Tenant for the Operations. Landlord shall cooperate with Tenant to the extent allowable by law in Tenant's effort to obtain such Governmental Approvals and shall take no action which would adversely affect the status of the Property with respect to the Operations by Tenant. After the Execution Date, Tenant shall assume responsibility, with the cooperation of Landlord to the extent allowable by law for finalizing all Governmental Approvals. Tenant and Landlord shall communicate regularly with each other regarding the status of any Governmental Approval process.

ARTICLE 6 **MAINTENANCE AND REPAIR**

Tenant shall repair and maintain, in good repair and in conformity with Laws (except for any compliance issues attributable to Landlord's use of the Property), those portions of the Premises and the

Solar Power Facilities located thereon. During the Term, Tenant shall maintain the Solar Power Facilities in good working condition and shall maintain the Premises in good condition and repair.

ARTICLE 7

SURRENDER OF PREMISES AND REMOVAL OF EQUIPMENT

7.1 End of Term. At the end of the Term, including any Extension Term, Tenant shall surrender the Premises and remove the Solar Power Facilities at its sole costs and expense (other than if such termination and removal is a result of default by Landlord) within one hundred twenty (120) days after the end of Term or Extension Term, and shall return the Premises to its original condition, ordinary wear and tear excepted.

7.2 Decommissioning Bond. On or before the last day of the fifth (5th) full calendar year following the Commercial Operation Date, Tenant shall provide to the Landlord a decommissioning and removal bond in an amount sufficient to decommission and remove the Solar Facilities and restore the Premises, as determined by a report prepared by a qualified, third-party engineer designated and agreed to by the Landlord and employed at Tenant's expense. Promptly after the expiration or earlier termination of the Term, and at all times during the Removal Period, Tenant shall commence to decommission, dismantle and remove the Facility and all other property of Tenant located on the Land.

If the tenant does not complete the removal of its property from the premises within one hundred eighty days (180) after the expiration of the Lease Term or any extensions thereof, the Landlord shall have the right at its sole option, after giving written notice to the Tenant, to: a) remove all personal property and equipment from the premises and or store it, or sell the property and equipment for salvage value, and b) return the Premises to substantially the same condition which existed as of the Commencement of the Lease, all at the Tenant's sole costs and expense, but less any sales amounts for salvage to the extent the salvage proceed exceed the Landlord's costs and expenses for disposal or storage of the Tenant's personal property or equipment.

7.3 Holding Over. If the Tenant remains on the leased premises and continues solar facility operations beyond the expiration of the Lease Term or any renewal or extension thereof without the written consent of the Landlord, such holding over shall be deemed to create a month-to-month tenancy at a rate equal to one hundred twenty-five percent (125%) of the then in-place base rent, subject to all other terms and conditions of this Lease in effect immediately prior to such expiration, except those relating to the term of this lease.

ARTICLE 8

QUIET ENJOYMENT

Landlord covenants that, so long as Tenant performs its agreements hereunder, Tenant shall have the right to quietly enjoy and use the Premises and Tenant's easement and license rights granted in this Lease throughout the Term, subject to the provisions hereof. Landlord represents and warrants to, and covenants with, Tenant that : (a) Landlord owns title to the Premises and that the Premises shall be free from any and all liens, claims, and encumbrances that materially interfere with Tenant's intended use and enjoyment of the Premises or Tenant's other right hereunder; (b) Landlord shall pay all sums due under,

and keep in good standing, all mortgages encumbering the Premises; and (c) Landlord has the power and authority to execute and deliver this Lease and to perform all covenants to be performed by Landlord hereunder.

ARTICLE 9 INSURANCE REQUIREMENTS

Landlord and Tenant shall each maintain, during the Term the insurance coverage set forth on the attached Exhibit E.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnification. From and after the commencement of the Term and subject to Section 10.2 below, each party (each, an "Indemnifying Party") shall indemnify the other Party, its employees, directors, officers, managers, members, shareholder, subsidiaries and agents (each, an "Indemnified Party"), as applicable, against any and all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages, fines or demands (including Attorneys' Fees and engineers' or architects' fees on account thereof) arising out of or related to the Indemnified Party's (a) material breach of any covenant, obligation, representation, or warranty set forth in this Lease; (b) gross negligence or willful misconduct; (c) construction, installation, operation or maintenance of the Solar Power Facility and any injury or damage to any person or property as a result thereof, or (d) any accident, injury (including death) or damage to any person or property occurring in, on or about the Property or any part thereof as a result of the acts or omission, or gross negligence of either Party or any agent or any other person engages in doing work for either Party on the Property which results from or is caused by activities, events, conditions or occurrences of either Party during the construction, installation, operation or maintenance of the Solar Power Facility, except in each case to the extent not caused, aggravated or exacerbated by the applicable Party. The indemnification period shall survive the termination of this Lease for a period of one (1) years. An Indemnified Party shall notify the Indemnified Party promptly of any written claims or demands against the Indemnified Party from a third party for which the Indemnified Party is responsible hereunder. The foregoing indemnity shall be in addition to and not in lieu of any other indemnity obligations provided by law. The indemnity provided in this Article 10 also shall apply to the successors and permitted assigns of the Indemnified Party provided said parties likewise comply with this section and Article 9 herein. This Article 10 shall survive the termination of this Lease.

10.2 Limitation of Liability. Except as otherwise provided in this Lease, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort of any other legal theory.

10.3 Environmental Indemnity. Landlord shall remain responsible for existing obligations relating to any Hazardous Material on the Premises or any Environmental Claims existing as of the date hereof, and, as between Landlord, Tenant and any prior Landlords or operator (as those terms are defined by Environmental Law), Tenant shall have no obligations with respect to any such obligations. Landlord

hereby indemnifies and agrees to hold harmless, protect, and defend Tenant and Tenant's Affiliates for, from and against any and all third-party liability, claims, losses, costs, fines, judgments, damages, or expenses, including reasonable attorneys' fees, whether foreseeable or not, arising, created or existing with respect to any existing Hazardous Material on the Premises or any Environmental Claims existing as of the date hereof.

Tenant represents and warrants that no Hazardous Materials as defined in Article I above will be used, stored, treated, disposed of or generated at or on the Leased Premises by Tenant without the express, written permission of the Landlord. Tenant shall promptly take any and all necessary or appropriate remedial action in response to any use, storage, treatment, generation or disposal of any Hazardous Substances brought by the Tenant to the Leased Premises. Tenant, its successors and assigns shall indemnify, defend and hold harmless Landlord, its employees, agents, officers, directors, members, successors and assign from any claims, actions, liabilities or for any violations of Environmental Laws, orders or enforcement actions relating to or affecting the Leased Premises or for any environmental remediation caused by Tenant's delivery of Hazardous Substances to the Leased Premises during the Lease Term.

ARTICLE 11 **CASUALTY; CONDEMNATION**

11.1 Casualty. In the event the Solar Power Facility shall be damaged or destroyed by fire or other casualty, Tenant shall have the right but not the obligation, within sixty (60) days of the date of such damage, commence to repair or reconstruct the Solar Power Facility and diligently prosecute such repairs or reconstructions to completion. In case any damage or destruction occurs during the last twenty-four (24) months of the initial term or during the last twenty-four (24) month of any Extension Term or if the damage is to the extent of fifty percent (50%) or more of the insurable assets, Tenant, at its option to be evidenced by notice in writing given to Landlord within thirty (30) days after the occurrence of such damage or destruction, may elect to terminate this Lease as of the date of said damage or destruction; however if Tenant elects to terminate, then Tenant shall remove all debris and restore the Premises to the condition to which it existed prior to the commencement of the Lease, normal wear and tear excepted.

11.2 Taking; Lease to Terminate. If a portion of the Premises shall be lawfully taken or condemned for any public or quasi-public use or purpose, or conveyed under threat of such condemnation and as a result thereof the Premises are no longer suitable for Tenant's use as determined by Tenant in its reasonable discretion, Tenant may terminate this Lease and upon such termination, Tenant's right to possession and all of Tenant's further obligations under this Lease shall end upon the date of the Taking, and the Base Rent shall be prorated through such date. Tenant shall have the right to negotiate with the condemning authority and receive any award paid by the condemning authority relating to the loss of its leasehold interest and the cost of the fair market value of the Improvements and/or its use as a consequence of such Taking. If the consideration provided for such condemnation is paid by the condemning authority to Landlord, then Landlord shall compensate Tenant on the basis of such loss in a commercially reasonable time following Landlord's receipt of such consideration.

11.3 Taking; Lease to Continue. If a Taking, sale or condemnation occurs, but this Lease is not terminated as provided above or the balance of the Premises can be used for the same purposes as before such Taking, sale or condemnation, as determined by Tenant in its reasonable discretion as a result of such Taking, sale or condemnation, then, subject to any delays beyond the reasonable control of Landlord, Landlord shall use commercially reasonable efforts to restore the Premises to a condition suitable for Landlord and Tenant to continue to perform their respective obligations pursuant to this Lease, and Seller shall use commercially reasonable efforts to restore or repair the Solar Power Facility to a condition suitable for seller to continue to perform its obligations pursuant to this Lease and Base Rent shall be equitably adjusted to account for any portion of the Premises Taken or condemned. Tenant shall have the right to negotiate with the condemning authority and receive any award paid by the condemning authority and receive any award paid by the condemning authority relating to the loss of its leasehold interest and the fair market value of the loss of any Improvements or Operations as a consequence of such Taking, sale or condemnation.

ARTICLE 12

TENANT SELF-HELP

If the Landlord fails to observe, perform, or comply with any of its maintenance and repair, tax payment obligation, or other material obligations under this Lease, and (a) such failure renders any portion of the Premises untenable or materially interferes with Tenant's ability to install, maintain, use or operate the Premises of Solar Power Facility, or would result in a lien or other encumbrance on the Solar Power Facility, or (b) in the case of an emergency (as determined by Tenant in its reasonable direction), Tenant, upon written notice to Landlord but without any opportunity to cure by Landlord, may cure any such failure. In such case, all reasonable expenses incurred by Tenant in curing Landlord's failure shall be due and payable from Landlord to Tenant within twenty (20) days after delivery of notice to Landlord of the amount of such expenses. Any due but unpaid sums shall bear interest from the date due at eight percent (8%) per annum (or if such rate exceeds the maximum rate allowed by law, such maximum rate) until fully paid.

ARTICLE 13

ASSIGNMENT; SUCCESSORS AND ASSIGNS

13.1 Assignment. Tenant may assign this Lease or any right thereunder without the Landlord's consent, provided the assignee assumes all obligations of this agreement, including to an Affiliate of Tenant, and/or to any Lender provided Tenant shall give notice to Landlord or any such assignment as soon as practicable thereafter and any assignee other than a Lender shall guarantee the terms and conditions of the Lease. If Tenant assigns this Lease or its rights hereunder to a Lender, Landlord shall execute any consents reasonably required by such Lender to effect an assignment of the Lease as collateral, and if requested by such Lender, shall provide such notice and cure rights with respect to Tenant defaults as such Lender may reasonably request.

13.2 Successors and Assigns. This Lease shall burden the Property and shall run with the land, but shall be released upon the termination of this agreement. All of the covenants, agreements, conditions and undertaking in this Lease contained shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties

hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the Property, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

ARTICLE 14 TENANT FINANCING

14.1. Landlord acknowledges that Tenant may be financing a part or all of its capital requirements for the installation of the Solar Power Facility and its operation and maintenance with a Lender. Tenant may choose the manner of financing the Solar Power Facility and the financing parties in Tenant's sole discretion. The transaction costs and repayment of any such Tenant financing shall be borne entirely by Tenant.

- a) Tenant may assign and transfer as security to any party providing financing to Tenant all of the interest, rights and remedies of Tenant in, to and with respect to this Lease or with respect to the Solar Power Facility. Any such assignment will be made for collateral security purposes only.
- b) Tenant may authorize and empower the Lender to assert, either directly or on behalf of the assigning party, any claims that Tenant may have against Landlord under this Lease and make, constitute, and appoint the Lender as the true and lawful attorney and agent-in-fact of Tenant for the purpose of enabling the Lender to assert and collect such claims.
- c) Upon any acquisition of Tenant's rights by a Lender or an operator designated pursuant to the provisions of any Tenant financing agreement, and upon compliance by such Tenant Lender or designated operator with Tenant obligations in connection with its rights of cure as contained in such financing agreement, Landlord shall accept such Lender or designated operator in place of Tenant for all purposes under or in connection with this Lease for the remainder of the Term.

14.2 Landlord's Cooperation in respect of Tenant Financing. In order to facilitate Tenant's financing, including Tenant's pledge or collateral assignment of its rights under this Lease and/or grant of a security interest in the Solar Power Facility, Landlord agrees as follows:

- a) Landlord acknowledges that it has been advised that part of the collateral securing financial accommodations of Tenant may be the granting of a first priority or purchase money security interest ("Security Interest") in the Solar Power Facility to a Lender to be perfected by a filing under the Uniform Commercial Code as adopted in the State of Connecticut. Landlord consents to such filings.
- b) Such filing shall not create any interest in or lien upon the real property underlying or constituting part of the Property or the interest of landlord therein and shall expressly disclaim the creation of such an interest or a lien.

- c) Landlord shall place its successors and assigns on notice of ownership of the Solar Power Facility by Tenant and the interest of any Lender therein, the existence of the Security Interest, and the fact that the Solar Power Facility is not part of the Property or a fixture thereof, as necessary and appropriate to avoid confusion or adverse claims.
- d) Landlord is not aware of any existing lease, mortgage, security interest or other interest in or lien upon the Property that could attach to the Solar Power Facility as an interest adverse to any Lender's security interest therein and shall ensure throughout the Term hereof that the Solar Power Facility shall remain free of any such security interest or lien.
- e) Landlord shall provide all reasonable assistance to Tenant to help Tenant consummate financing of the Solar Power Facility by any Lender. Landlord shall use its best efforts to obtain any lien waivers, execution of commercial law forms and other documents as reasonably needed by Tenant or any Lender to secure such Lender's collateral position in the Solar Power Facility or in Tenant's rights under this Lease.

ARTICLE 15 WAIVER

The failure of a Party to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease, or to exercise any option of such Party herein contained, shall not be construed as a waiver or relinquishment of any right or remedy of such Party hereunder and shall not be deemed a waiver of any subsequent breach or default by the other Party of the covenants or conditions herein. No waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

ARTICLE 16 SUBORDINATION AND NONDISTURBANCE; ESTOPPEL CERTIFICATE

16.1 Subordination. Subject to the conditions in Article 16.2 below, all rights and interests of Tenant hereunder are and shall be and remain subject and subordinate to all mortgages, trust deeds, ground leases, or security instruments (each of which shall be referred to herein as a "Security Instrument"), heretofore or hereafter given and encumbering the Property, or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions of any such Security Instrument. If the holder of a Security Instrument or any Person agreeing to make a loan secured by a Security Instrument on the Property shall require confirmation of any subordination for which provision is herein made or a separate subordination agreement with respect to any transaction, Tenant shall execute such confirmation or subordination agreement in a form reasonably acceptable to Tenant, subject to Article 16.2 below. In the event any proceedings are brought for foreclosure of, or in the event of the exercise of any power of sale under, any Security Instrument, Tenant shall attorn to the Security Instrument holder or purchaser upon any such foreclosure or sale and recognize such holder or purchaser as Landlord under this Lease.

16.2 Nondisturbance. Notwithstanding the provisions of Article 16.1, Tenant's

subordination and attornment agreements in this Article 16 with respect to any Security Instrument are expressly conditioned on Tenant's receipt of a nondisturbance agreement in form and substance reasonably acceptable to Tenant, which nondisturbance agreement shall provide that, during the Term and so long as this Lease is in effect, and notwithstanding any foreclosure under the Security Instrument or deed in lieu of foreclosure, Tenant's rights to peaceful occupation and possession of the Premises in accordance with the provisions of this Lease, and all of Tenant's rights and privileges in this Lease, shall not be disturbed during the term.

16.3 Estoppel Certificates. Either Party shall provide to the other, within ten (10) business days of written request from the requesting Party, an estoppel certificate in form reasonably satisfactory to the requesting Party certifying that this Lease is unmodified and in full force and effect or that this Lease is in full force and effect as modified, with the modifications being stated. Such estoppel certificates shall also state (a) the amount of monthly rent, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent, if any, (b) that the Party requesting the estoppel certificate is not in default under the Lease, or if such Party is in default, the specific nature of such default, and (c) any other factual matters as may be reasonably requested by the requesting Party.

ARTICLE 17 **CERTAIN COVENANTS AND REPRESENTATIONS**

17.1 Covenants of Landlord. Landlord represents, warrants and covenants to Tenant that:

- a) There are no circumstances known to Landlord and no commitments to third parties that may damage, impair or otherwise adversely affect the Solar Power Facilities or their function by blocking, sunlight from the Solar Power Facilities;
- b) Landlord covenants that Landlord has lawful title to the Property and the Premises and full right to enter into this Lease;
- c) Tenant shall have quiet and peaceful possession of the Premises throughout the term of this Lease;
- d) Landlord has not received any Environmental Claim with respect to the Property pursuant to any Environmental Laws; and
- e) There are no pending or threatened Environmental Claims, and Landlord shall immediately notify Tenant of the receipt by Landlord of any Environmental Claim, and Landlord shall promptly take such action as is necessary to resolve all matters raised in any such Environmental Claim, provided said claim does not arise from Tenant's activities on the Property.

17.2 Solar Easement. Landlord hereby agrees, for itself, its agents, employees representatives, successors and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar Power Facilities or their functions, including, without limitation, activities that may adversely affect the

Solar Power Facilities' exposure to sunlight. Landlord further covenants for itself, its agents, employees, representatives, successors and assigns that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Tenant of its rights granted under this Lease; (ii) take any action which will or may materially interfere with the availability and accessibility of solar radiation over and above the Premises; (iii) take any action that will or may materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Premises; (iv) take any action that may impair Tenant's access to the Premises for the purposes specified in this Lease; (v) plant or maintain any vegetation or erect or maintain any structure which will, during daylight, cast a shadow on the Solar Power Facilities; or (vi) take any action that may impair Tenant's access to any portion of the Solar Power Facilities.

17.3 **Utility Easements.** In the event that Tenant, in its reasonable determination, concludes that one or more utility easements are necessary for Tenant to operate the Premises in accordance with the Operations, then Landlord covenants to cooperate with Tenant in connection with the obtaining, preparation, conveyance or recording of any such utility easements against the Property.

17.4 **Land Use Easements.** In the event that Tenant, in its reasonable determination, concludes that one or more land use easements, including without limitation appropriate easements with respect to sunlight, power facility effects, clearance rights, subjacent and lateral support, utility lines and access, are necessary for Tenant to operate the Premises in accordance with the Operations, then Landlord covenants to cooperate with Tenant in connection with the obtaining, preparation, conveyance or recording of any such land use easements as necessary for Tenant to operate the Premises.

17.5 **Tenant Rights to Electricity and Environmental Attributes.** Landlord acknowledges that Tenant or its affiliate or transferee is the exclusive owner of electricity (kWh) generated by the Solar Power Facility and of the environmental attributes and environmental incentives of and arising from the Solar Power Facility. Without the express written consent of Tenant, Landlord shall not make or publish any statement or notice regarding any environmental incentive relating to the Solar Power Facility or any environmental attribute of the Solar Power Facility or the energy output from the Solar Power Facility to the extent allowed by law.

17.6 **No Liens or Hazardous Materials.** Landlord represents and warrants to Tenant that there are no liens, security interests or other encumbrances on the Property. Landlord covenants to Tenant that it will not cause, create, incur, assume, permit or suffer to exist any liens, security interests or other encumbrances on the Property. Landlord represents to Tenant that the subject property and premises as described in Article 2.1 is a closed but permitted solid waste landfill subject to a CT DEEP Stewardship permit.

17.7

ARTICLE 18

OWNERSHIP OF AND TITLE TO SOLAR POWER FACILITIES

18.1 **Ownership of Solar Power Facilities.** Notwithstanding any Solar Power Facility's presence on the Premises or Property and method of attachment thereto, Tenant shall at all times retain title to and be the legal and beneficial owner of such Solar

Power Facility and all alterations, additions or improvements made thereto and replacements thereof by Tenant now or hereafter located upon the Premises, and such Solar Power Facility shall remain the property of Tenant or Tenant's assigns. Tenant, at its sole discretion, cost and expense, shall have the right to design and construct Improvements upon the Property and to make alterations, additions or improvements, structural or otherwise, to the Property or any portion thereof that Tenant, in its sole discretion, deems necessary or desirable for its operation of the Premises, including, but not limited to, trimming or cutting down trees, shrubs or any other landscaping and vegetation on the Property as may be necessary for the exercise of rights granted to Tenant pursuant to this Lease; and to gate or otherwise secure any access roads on or to the Premises, provided that Tenant shall cooperate with Landlord to ensure Landlord's commercially reasonable access to same. Tenant shall use commercially reasonable steps to avoid damaging any tile lines or irrigation systems on the Property. Tenant agrees to promptly repair, replace and/or reroute underground tile lines damaged by Tenant during the Term. All Improvements shall be done in a good and workmanlike manner in compliance in all material respects with all applicable Laws, and Tenant shall be solely responsible for obtaining all required permits, licenses, and other approvals from governmental authorities. Tenant shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to any Solar Power Facility in order to protect its rights in such Solar Power Facility. In no event shall anyone claiming by, through, or under Landlord (including to any present or future mortgagee of the Property) have any rights in or to any Solar Power Facility at any time. Landlord acknowledges and agrees that Tenant may be required to grant or cause to be granted to a lender a security interest in any Solar Power Facility and Landlord expressly disclaims and waives any rights it may have in such Solar Power Facility, at any time and from time to time, pursuant to this Lease, at law or in equity.

18.2 Tax Purposes. The Parties specifically acknowledge and agree that the Tenant shall be the owner of each Solar Power Facility for federal income tax purposes, and in that connection shall be entitled to the depreciation deductions associated with each Solar Power Facility as well as any tax credits or other joint tax benefits to which such owner may be entitled, subject to the conditions as expressed in Article 4 and Exhibit D of the Agreement.

18.3 Liens. Notwithstanding any Solar Power Facility's presence on the Property and method of attachment thereto, Landlord shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Solar Power Facility or any interest therein. Landlord also shall pay promptly before a fine or penalty may attach to any Solar Power Facility any taxes, charges or fees of whatever type of any relevant governmental authority for which Landlord is responsible. If Landlord breaches its obligations under this Article 18.3, it shall immediately notify Tenant in writing, shall promptly cause such liens to be discharged and released of record without cost to Tenant, and shall indemnify Tenant against all costs and expenses (including Attorneys' Fees) incurred in discharging and releasing such liens or resulting from the enforcement of such liens.

18.4 No Joint Venture. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created or intend to create by this Lease a joint venture or partnership; it being their sole purpose and intent to create only a Landlord – Tenant relationship.

ARTICLE 19

DEFAULT AND REMEDIES

19.1 Default. Each of the following shall constitute an “Event of Default” under this Lease:

- a) the failure to make, within fifteen (15) days of the date when due, any payment required under this Lease;
- b) the failure of any Party to fulfill any material obligations under this Lease within thirty (30) days of receipt of notice from the other Party, provided that such period may be extended by an additional thirty (30) days if such cure reasonably requires such an extension and the cure is commenced within the original thirty (30) day period; and
- c) the commencement of bankruptcy proceedings against a Party.

19.2 Remedies. If any Event of Default has occurred and is continuing, the non-defaulting Party shall have the option to a) terminate this Lease and seek all remedies available under applicable Laws or equity, or b) perform such defaulting Party’s duty or obligation on the defaulting Party’s behalf (with the costs of such performance by the non-defaulting Party due and payable by the defaulting Party).

19.3 Notices. All notices, requests, demands, invoices or other communications given, delivered or made under this Lease shall be in writing and will be delivered by personal delivery, registered or certified mail, in each case, return receipt requested and postage prepaid, or nationally recognized overnight courier, to the address for notices set forth on the signature pages hereto. Such notice shall be deemed received upon receipt as indicated by the date on the signed receipt. A Party may change the address shown on its signature page hereto upon ten (10) days’ prior written notice given in accordance with this paragraph.

ARTICLE 20

MISCELLANEOUS

20.1 Amendments. Changes in or additions to this Lease may only be by a writing executed by each of the Parties.

20.2 Brokerage Commissions. Landlord and Tenant have dealt directly as principals and neither Party has knowledge of any brokerage commission claimed or payable as a result of the execution of this Lease. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against claims for brokerage commissions asserted by any third party as a result of actions by the indemnifying Party claimed to give rise to brokerage commissions payable as a result of the execution of this Lease, which indemnification shall survive the expiration or earlier termination of this Lease.

20.3 **Governing Law.** This Lease shall be deemed a contract made under the laws of the State of Connecticut and, together with the rights and obligations of the Parties hereunder, shall be construed under and governed by the laws of such State without reference to its principles of conflicts of laws.

20.4 **Choice of Forum.** Each Party irrevocably and unconditionally: (a) agrees that any suit, action, or other legal proceeding arising out of this Lease shall be brought in the federal or state courts located in the State of Connecticut; (b) consents to the jurisdiction of any such court or arbitration panel in any such suit, action or proceeding; and (c) waives any objection which such Party may have to the laying of venue of any such suit, action, or proceeding.

20.5 **Waiver of Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN, OR ACTIONS OF THE PARTIES WITH RESPECT HERETO.

20.6 **Specific Performance.** Landlord recognizes that money damages for any breach of this Lease may not be sufficient to compensate Tenant fully for such breach. Accordingly, without derogation of Tenant's other rights under this Lease, in the event of any default by Landlord hereunder, Tenant shall be entitled to specific performance hereof, without bond, from any court of competent jurisdiction.

20.7 **Expenses.** Each party shall pay its own attorneys' fees except as expressly provided hereunder. The provisions of this Section 20.8 shall survive the expiration or earlier termination of this Lease.

20.8 **Confidentiality.** Landlord shall maintain in the strictest confidence to the extent permitted by law, for the sole benefit of Tenant, all information pertaining to the terms and conditions of this Lease, including, without limitation, the financial terms of, and payments under, this Lease, Tenant's site design and product design, methods of operation, methods of construction, power production or availability of the Solar Facility Equipment, and the like, whether disclosed by Tenant or discovered by Landlord, unless such information is in the public domain by reason of prior publication. Landlord shall not use such information for its own benefit to the detriment of Tenant, publish or otherwise disclose it to others, or permit its use by others. This provision shall survive the termination or expiration of this Lease.

20.9 **Integration.** This Lease constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect to the subject matter hereof.

20.10 **Severability.** The invalidity or unenforceability of any provision of this Lease shall in no way affect the validity or enforceability of any other provision.

20.11 Survival of Provisions. Any obligation of the Parties relating to monies owed, limitations on liability, indemnity and actions, and confidentiality, shall survive termination or expiration of this Lease.

20.12 No Third-Party Beneficiaries. Nothing in this Lease shall provide any benefit to any third party (other than the Lender) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Lease shall not be construed as a third-party beneficiary contract.

20.13 Relationship of Parties. This Lease is not intended, and shall not be construed, to create any association, joint venture, partnership or agency relationship between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as, or be an agent or representative of, or otherwise bind, the other Party.

20.14 Interpretation. In this Lease:

- a) The captions and Article headings used herein are for convenience and reference only and shall not have any effect on the construction of this Lease;
- b) All pronouns as used in this Lease shall be deemed to refer to the singular, plural, masculine, feminine and neuter genders as the context requires or permits;
- c) The terms "hereof," "herein," "hereto," "hereunder" and words of similar or like import refer to this entire Lease and not any particular Article, Exhibit or other subdivision of this Lease;
- d) Unless otherwise provided, references to a particular "Article," or "Exhibit" are references to that Article or Exhibit of this Lease;
- e) The words "include," "includes" and "including" shall be deemed to be followed by "without limitation" or "but not limited to."
- f) All capitalized terms used but not defined in any Exhibit shall have the meaning set forth in this Lease.

20.15 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same agreement. Signatures delivered electronically by .pdf or facsimile shall be binding for all purposes hereof. Upon the request of Tenant, Landlord agrees to deliver to Tenant, to have and to hold and to facilitate Tenant's obtaining title insurance for the leasehold estate created by this Lease, an original of this lease signed by Landlord with pen and blue ink.

20.16 Joint Preparation. This Lease has been negotiated by all Parties hereto with the assistance and input of their respective attorneys, and therefore no ambiguity herein shall be construed for or against any Party based upon the identity of the author of this Lease or any portion thereof.

20.17 **Landlord's Lien Waiver.** Landlord hereby waives any and all contractual or common law lien rights, for unpaid rent or otherwise, or Tenant's equipment or other personal property, including any Solar Power Facilities. Without limiting the self-executing nature of the foregoing, Landlord agrees to execute and deliver such waiver documentation as may be reasonably required or requested by Tenant in connection with the waiver described in this paragraph.

20.18 **Time of Essence.** Time is of the essence of this Lease.

20.19 **Force Majeure.** Neither Party shall be deemed to be in breach of this Lease and no default shall be deemed to occur under this Lease to the extent that such Party's delay or failure in the performance of its obligations under this Lease (other than the obligation to pay money) is due to an event of Force Majeure. The Party claiming an event of Force Majeure shall: (a) give the other Party reasonably prompt written notice describing the particulars of the occurrence; (b) suspend performance for no greater scope and no longer duration than is required by the event of Force Majeure; (c) use its reasonable commercial efforts to remedy its inability to perform; and (d) when able to resume performance of its obligations under this Lease, give the other Party written notice to that effect.

20.20 **Memorandum of Lease.** The Parties agree that this Lease is not intended by them to be recorded. Upon request by Landlord or Tenant, the other Party shall execute a memorandum of lease meeting the requirements of Connecticut, which memorandum of lease shall be recorded by the requesting Party in the public records at the requesting Party's expense (Exhibit E).

20.21 **Mechanic's Liens.** Tenant shall not permit any mechanic's or materialmen's liens to be levied against the Premises for any labor or materials furnished to Tenant or to its agents or contractors, and shall, within thirty (30) days of the filing of such lien, cause the same to be discharged of record by payment, deposit, bond, order of court, or otherwise, provided, however, that Tenant shall not be required to pay or otherwise satisfy and claim or discharge of lien so long as Tenant, within thirty (30) days of the filing of such lien, in good faith and at its own expense, contest the same or the validity thereof by appropriate proceedings and post a bond or takes other steps acceptable to Landlord that stay enforcement of such lien. Without otherwise limiting any other remedy of Landlord for default hereunder, if Tenant shall fail to cause such lien to be discharged as provided above, Landlord shall have the right, but not the obligation, to cause the same to be discharged. All amounts paid by Landlord hereunder shall be chargeable by Landlord to Tenant as additional rent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

Landlord: City of Bristol CT

WITNESSES

By: _____

Name: _____

Title: _____

Address for Notice Purposes:

Attn: _____

Tenant:

CTEC Solar, LLC

WITNESSES

By: _____

Name: _____

Title: _____

Address for notice purposes: CTEC Solar, LLC
1 Griffin Road
South Bloomfield,
CT 06002

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss. Bristol

November ____, 2024

On this the ____ day of November, 2024, before me, _____, the undersigned officer, personally appeared Jeffrey Caggiano who acknowledged himself to be the Mayor of the City of Bristol and that he as such Mayor being authorized so to do executed the foregoing instrument for the same purposes therein contained, by signing the name of the corporation by himself as Mayor.

Notary Public
Commissioner of the Superior Court
My Commission Expires:

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss. Bristol

November ____, 2024

On this ____ day of November, 2024, before me, the undersigned officer, _____, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Notary Public
Commissioner of the Superior Court
My Commission Expires:.

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

23
DRAFT 10/1/24

EXHIBIT B

DESCRIPTION OF THE PREMISES AND DEPICTION OF THE PROJECT AREA

The Project will be developed on an estimated _____ parcel located within the Bristol Landfill at 685 Lake Avenue, Bristol, Connecticut, known as the Bristol Landfill. (referred to herein as the "Site"), and further described as follows:

DRAFT

EXHIBIT C

STAGING AND LAY DOWN AREA

DRAFT

25
DRAFT 10/1/24

EXHIBIT D

BASE RENT

Pursuant to Article 4.1 of this Solar Power Facility Site Lease and Easement Agreement, the Tenant shall pay the following Base Rent for the initial Term of the Lease:

YEAR 1	\$50,000.00	YEAR 11	\$50,000.00
YEAR 2	\$50,000.00	YEAR 12	\$50,000.00
YEAR 3	\$50,000.00	YEAR 13	\$50,000.00
YEAR 4	\$50,000.00	YEAR 14	\$50,000.00
YEAR 5	\$50,000.00	YEAR 15	\$50,000.00
YEAR 6	\$50,000.00	YEAR 16	\$50,000.00
YEAR 7	\$50,000.00	YEAR 17	\$50,000.00
YEAR 8	\$50,000.00	YEAR 18	\$50,000.00
YEAR 9	\$50,000.00	YEAR 19	\$50,000.00
YEAR 10	\$50,000.00	YEAR 20	\$50,000.00

Said rent is based upon the construction and operation of a ground mounted solar array consisting of an estimated 1.63 Megawatt AC/2.002 Megawatt DC capacity, producing 2,823,380 kWh annually.

ADDITIONAL RENT

The Tenant shall certify to the Landlord, on an annual basis, any additions to the Solar Power Facility, including a recalculation of the project capacity. In the event the Solar Power Facility becomes eligible for state or federal incentive program grants or subsidies, but excluding Federal Income Tax credits, which increases the revenues to the Tenant above and beyond revenues in place at the time of the execution of this agreement, the Tenant shall pay to the Landlord twenty percent (20%) of its net additional revenue as Additional Rent.

PAYMENT OF BASE RENT AND ADDITIONAL RENT

The Tenant shall pay the agreed upon Base Rent, and any Additional Rent, if applicable, in full on an annual basis, beginning on the first of the month following the Commercial Operation Date to:

City of Bristol
Attn: Comptroller's Office
111 North Main Street
Bristol, CT 06010

EXHIBIT E

INSURANCE REQUIREMENTS

1. Tenant shall obtain, maintain and keep in force during the Term, including any extension thereof, at least the following types and amounts of insurance:
 - a. Workers' compensation insurance complying with applicable State law and employers' liability insurance with limits of at least \$1,000,000. Furthermore, Tenant shall require all contractors and their subcontractors to maintain workers' compensation insurance that complies with applicable State law.
 - b. Commercial general liability insurance for bodily injury, death and property damage claims with limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Such insurance will include, but not necessarily be limited to, contractual liability coverage, personal injury liability, explosion and collapse hazard coverage and products and completed operations liability;
 - c. Commercial auto liability insurance with combined single limits of \$1,000,000 each accident, covering all owned, hired and non-owned vehicles; and
 - d. Excess liability insurance with limits of \$1,000,000 each accident and annual aggregate.
2. Landlord shall obtain, maintain and keep in force during the Term, including any extension thereof (unless some other period of coverage is specified herein), at least the following types and amounts of insurance.
 - a. Commercial general liability insurance, on an occurrence basis against claims for bodily injury, death, property damage, personal injury, and premises/operations liability, providing coverage for property damage and personal injury occurring at or in the vicinity of the Premises and in connection with this Lease with limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate.
 - b. Insurance covering "all risks" of physical loss or damage to the Premises and against such other risks and perils as are customarily insured against by others in the state in which the Property is located using facilities similar to the Property.
3. Each of the insurance policies maintained by Tenant and Landlord in accordance with the foregoing provisions shall be occurrence rather than claims-made policies. Each Party shall name the other as an additional insured on its commercial general liability policy. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by an additional insured against the insurance coverage in regard to the obligations of the insured Party hereunder and otherwise consistent with this Lease.

4. All policies shall be issued by insurance companies with a financial strength rating no less than "A-" and a financial size category no smaller than Class VII, in the most current available "Best's Insurance Reports" and which are licensed to do business in the State of where the Property is located.
5. At the request of a Party, the other Party shall deliver certificates of insurance evidencing the existence of insurance required hereunder. The certificate of insurance shall identify Landlord and Tenant as additional insureds on their respective commercial general liability policies.
6. All insurance policies maintained by Tenant and Landlord pursuant to this Exhibit D (*Insurance Requirements*) shall expressly waive any right on the part of any insurer to assert any claims against Landlord, in the case of Tenant policies, and against Tenant, in the case of Landlord policies. The Parties agree that all policies will include such waiver of subrogation clause or endorsement. Furthermore, each policy shall provide that it shall not be cancelable, nor shall the coverage thereunder be reduced, without at least thirty (30) days prior written notice (or else in accordance with the terms of the policy) to said additional insureds. The minimum limits of such insurance shall in no way limit or diminish any Party's liability pursuant to this Lease.
7. Landlord hereby waives and releases any and all rights of action for negligence against Tenant which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Landlord.
8. The Tenant shall provide proof of insurance to the Landlord at least five (5) days prior to the date upon which possession of the Leased Premises is delivered to the Tenant. All insurance policies carried under this Article, and the certificates for such policies shall provide for ten (10) days written notice to the Landlord of any cancellation, for non-payment and thirty (30) days written notice to the Landlord of any cancellation or non-renewal of such policy.



Purchasing Department | Tel. 860.584.6195

MEMORANDUM

RECEIVED
2024 OCT -4 AM 10:32
TOWN AND CITY CLERK
BRISTOL, CT

To: Office of Town and City Clerk
Cc: Office of Corporation Counsel
Mayor Jeffrey Caggiano
Fire Chief Richard Hart
Raymond Rogozinski, Public Works Director
From: Roger D. Rousseau, Purchasing Agent
Date: October 4, 2024

Re: Contract 2C25-022 Construction of New Firehouse 3

The Purchasing Department received thirteen bids toward construction of a new Firehouse 3. The lowest bid received was from W.J. Mountford Company of South Windsor; their qualifications and responsiveness have been reviewed by Purchasing and Public Works Department staff as well as staff from the design consultant, and determined to be acceptable. The project budget is sufficient to accommodate award.

I therefore respectfully request that you include the following motion on the agenda for the next meeting of the City Council:

To award **Contract 2C25-022 Construction of New Firehouse 3** to **W.J. Mountford Company** in the amount of **\$6,763,000.00**, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Upon completion of the scope reviews, updated information will be provided to you accordingly. Thank you for consideration of this request.

MOTION

I HEREBY MOVE that the Mayor or Acting Mayor be authorized to transfer to the Bristol Burlington Health District (BBHD), the CT Department of Mental Health and Addiction Services (DMHAS) grant known as “How Can We Help”.

The grant award is \$75,000.00/year. The funds are paid to the City of Bristol because BBHD had originally applied for this grant on behalf of the City. DMHAS has suggested BBHD assume control over the grant. BBHD will ensure that 100% of the grant funds shall be disbursed in accordance with the “scope of services” section of the State of Connecticut Purchase Service Contract.

I further MOVE that this matter be referred to the Corporation Counsel to effectuate the same.

RECEIVED
2024 OCT -2 PM 2:11
TOWN AND CITY CLERK
BRISTOL, CT

15

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

City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

RECEIVED
2024 OCT -2 AM 9:05
TOWN AND CITY CLERK
BRISTOL, CT

MEMORANDUM

TO: Erica Cabiya, Town and City Clerk

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

DATE: October 2, 2024

RE: City Council Agenda October 8, 2024

CC: Mayor Caggiano

Erica, would you kindly add the following item as an Executive Session for the October 8, 2024 City Council Meeting agenda:

- 1. Executive Session to discuss potential acquisition of real property for open space/Park purposes.**

Please contact me with any questions. Thank you.

Equal Opportunity Employer

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 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 & City Clerk

FROM: Jeffrey R. Steeg, Assistant Corporation Counsel 

DATE: October 2, 2024

RE: Executive Session – October 8, 2024 City Council Agenda

RECEIVED
2024 OCT -2 PM 12:32
TOWN AND CITY CLERK
BRISTOL, CT

We respectfully request that the following matter be scheduled for an Executive Session at City Council meeting for October 8, 2024:

1. City of Bristol v. Tessy R. Damboise and Lionel Paradis
Docket No. CV-23-6081994-S
2. City of Bristol v. Tessy R. Damboise and Lionel Paradis
Docket No. CV-23-6081995-S

Equal Opportunity Employer