



City of Bristol
City Council

Special Meeting Agenda

The special City Council Meeting will be held on Monday, November 10, 2025, at 3:00 PM. in Meeting Room 3-1, City Hall, 111 North Main Street, Bristol, Connecticut.

1. Call to Order
2. Public Participation
3. Tax Matter
 - a. To discuss and take action on a request from D'Amato Construction to remove a tax interest penalty from tax account Unique ID# P0254827-A.
4. Ordinance Adoption
 - a. To adopt amendments to the Bristol Code of Ordinances Chapter 8, Flood and Erosion Control, Sec. 8-2 Board Designated.
5. Resignations and Appointments
6. Contracts
 - a. To reappoint Fire Chief Richard Hart, and discuss and take action on employment agreement.
7. Executive Session
 - a. To discuss and take any action as necessary regarding litigation matter Superior Court Docket Number HHB-CV-23-6079294-S Bristol Communities Limited Partnership vs. Bristol.
 - b. To discuss and take any action as necessary regarding litigation matter Superior Court Docket Number HHB-CV-23-6079295-S FAH Redstone Limited Partnership vs. Bristol.
 - c. To discuss and take action on Local #1338, Nutmeg Independent Labor Unions contract approval.

8. Adjournment

Erica Cabiya
Town & City Clerk

MOTION

I MOVE that the Tax Collector be authorized to remove the interest penalty for tax account unique ID#P0254827-A in the amount of \$66,987.36 which includes all interest through October 31, 2025.

TAX STATEMENT

CITY OF BRISTOL
TAX COLLECTOR
PO BOX 1040
BRISTOL, CT 06011
(860) 584-6270
taxoffice@bristolct.gov

Statement Date 10/27/2025 Interest Through 10/31/2025
OUR RECORDS INDICATE A BALANCE
ON THE FOLLOWING TAX GRAND LIST

DAMATO CONSTRUCTION CO INC
10 MAIN ST
BRISTOL, CT 06010-0000

To Payoff Through 10/31/2025 To Pay In Full

\$254,886.47 \$282,710.82

Additional interest will be added
if not paid by 10/31/2025

BILL #	PROPERTY DESCRIPTION	TAX	INTEREST	B-INT	L/FEES	TOTAL
2024-02-0202313	: P0254827-A PP	27,824.35	1,669.46	0.00	0.00	29,493.81
Due - 7/1/2025	DAMATO CONSTRUCTION CO INC					
	TOTAL DUE NOW	27,824.35	1,669.46	0.00	0.00	29,493.81
2023-02-0202356	: P0254827-A PP	41,612.64	8,114.47	0.00	0.00	49,727.11
Due - 7/1/2024	DAMATO CONSTRUCTION CO INC					
	TOTAL DUE NOW	41,612.64	8,114.47	0.00	0.00	49,727.11
2022-02-0202391	: P0254827-A PP	47,461.34	17,798.00	0.00	0.00	65,259.34
Due - 7/1/2023	DAMATO CONSTRUCTION CO INC					
	TOTAL DUE NOW	47,461.34	17,798.00	0.00	0.00	65,259.34
2021-02-0202328	: P0254827-A PP	71,000.78	39,405.43	0.00	0.00	110,406.21
Due - 7/1/2022	TOTAL DUE NOW	71,000.78	39,405.43	0.00	0.00	110,406.21
	TOTAL:	187,899.11	66,987.36	0.00	0.00	254,886.47

TO PAY IN FULL:

282,710.82

GRAND TOTAL

15,723.46 66,987.36 0.00 0.00 282,710.82

PAYMENT MADE AFTER 10/27/2025
NOT REFLECTED ON THIS STATEMENT.

all interest waived per Deed

**ADOPTION OF ORDINANCE
CHAPTER 8,
FLOOD AND EROSION CONTROL,
SECTION 8-2 – BOARD DESIGNATION**

BRISTOL SPECIAL CITY COUNCIL MEETING

NOVEMBER 10, 2025

COUNCILMAN SEBASTIAN PANIOTO
CHAIR, ORDINANCE COMMITTEE

MOTION: I hereby MOVE that Sec. 8-2 – Board Designation 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. 8-2. Board designated.

The [city council] Board of Public Works is hereby constituted as the flood and erosion control board for the city and, as such board, shall have all the duties and powers granted by state statutes. The director of public works shall coordinate a report to be delivered to the flood and erosion control board twice per calendar year by March 31 and September 30 of that year. The mayor may call a special meeting of the board as needed to discuss and take action on items in the submitted reports or as necessary.

(Code 1960, § 14-2; Ord. of 10-6-61; Ord. of 10-9-12; Ord. of 5-24-18)

City Council Motion
November 10, 2025

To approve the reappointment for Richard Hart as Fire Chief, effective November 18, 2025 for a two year term with an option for an additional two years, and to approve the employment agreement between the City of Bristol and Fire Chief Richard Hart, and to authorize the Mayor or Acting Mayor to execute any necessary documents to effectuate the same.

City Council Motion
November 10, 2020

To approve the reappointment for Richard Hartz as City Chief, effective November 16, 2020 for a two-year term with an option for an additional two years, and to approve the employment agreement between the City of Ghent and the Chief Richard Hartz, and to authorize the Mayor or Acting Mayor to execute any necessary documents to effectuate the same.

EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF BRISTOL
AND
RICHARD HART

THIS AGREEMENT is entered into by and between the City of Bristol ("City"), a municipal corporation organized and existing under the laws of the State of Connecticut and Richard Hart ("Chief") to perform the functions and duties specified in the City Charter, City Ordinances, and in the Job Description, and to perform other legally permissible and proper duties and functions appropriate to the Office of the Fire Chief as the Mayor shall from time to time reasonably assign.

WHEREAS, the City, in accordance with Section 56 of the Charter of the City of Bristol, has established the position entitled Fire Chief; and,

WHEREAS, Richard Hart and the City of Bristol have negotiated fully and freely and in good faith, with due consideration given to every aspect of this Agreement, and with full and complete understanding of each and every provision herein;

NOW THEREFORE, Richard Hart desires to accept employment and position of Fire Chief in accordance with the terms set forth below:

I. Term of Agreement

This Agreement shall be for an initial term of two years commencing November 18, 2025 and terminating November 17, 2027 (the "Term") with an option to extend for two (2) additional years. This Agreement, and the Chief's employment with the City, shall automatically renew for two additional years if notice of non-renewal is not provided within (60) days prior to the expiration of the initial two-year term. Upon such expiration, the Chief agrees and acknowledges that he shall have no rights pursuant to C.G.S. §7-302, and, to the extent he is construed to have such rights after expiration of the Term, he hereby waives his rights under said statute.

II. Duties and Responsibilities

The Chief shall be responsible for the proper administration and general supervision of the Bristol Fire Department (hereinafter "Fire Department").

As long as he is employed by the City, the Chief shall devote his full time, skill, energy and best efforts to the faithful discharge of his duties as a full-time employee of the City working forty (40) hours per week, together with such additional hours as are reasonably required to properly discharge his duties. Absent extenuating circumstances, the Chief shall respond in person or remotely if needed twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. His principal place of employment shall be at the Bristol fire headquarters and/or other City

offices designated by the Mayor. The Chief will not, without the Mayor's specific written consent, engage in any employment, occupation or consultation other than for the City as long as the Chief is employed by the City. Any such employment shall not create a conflict of interest with his duties as Fire Chief.

III. Residency

The Chief agrees to the requirements of Section 56 of the City Charter regarding residency.

IV. Conflict of Interest

The Chief shall abide by Section 55 of the City Charter regarding conflict of interests and Chapter 2, Article V of the Code of Ordinances as may be amended from time to time.

V. City Policies, Rules and Regulations

The Chief agrees to comply with and abide by all City policies and other rules and regulations in effect and as amended and created from time to time, except that in the event of conflict, the provisions of this Agreement shall prevail.

VI. Compensation

The City agrees to pay the Chief an annual salary as follows:

Effective 11/18 25:	\$140,662
Effective 11/18/26:	\$149,102

If the contract is renewed pursuant to Section I, the City and Chief agree to negotiate the salary for the remaining two years of the Agreement.

This salary shall be paid in bi-weekly installments. He shall not be entitled to any overtime pay, supplemental holiday pay, shift differential, or other premium pay. All compensation is subject to required deductions.

VII. Fringe Benefits

The following benefits shall be provided to the Chief during the term of this Agreement:

A. Life Insurance

The City will provide a Group Term Life Insurance Policy to the Chief in the amount of One Hundred Thousand (\$100,000.00) Dollars.

B. Medical and Dental Insurance

The Chief waives medical and insurance coverage.

C. Short Term Disability

The City shall pay the full cost of a Short-Term Disability plan in accordance with the summary plan description.

D. Miscellaneous Leave

1. The Chief shall be entitled to twenty (20) working days vacation credited at the beginning of each fiscal year, and shall be entitled to payout of unused and prorated vacation upon retirement in accordance with Appendix A of the Personnel Policies & Procedures as amended through February 13, 2019.
2. The Chief shall be entitled to thirteen (13) full day and two (2) half day paid holidays as described in Appendix A of the Personnel Policies & Procedures as amended through February 13, 2019.
3. The Chief shall be eligible for additional vacation days for perfect attendance in accordance with the rules for non-bargaining employees contained in Appendix A of the Personnel Policies & Procedures as amended through February 13, 2019.
4. The Chief may be granted paid personal leave not exceeding three (3) days per fiscal year in accordance with Appendix A of the Personnel Policies & Procedures as amended through February 13, 2019.
5. The Chief shall be entitled to sick and funeral leave in accordance with Appendix A of the Personnel Policies & Procedures as amended through February 13, 2019.
6. The Chief shall be entitled to jury duty pay in accordance with Appendix A of the Personnel Policies & Procedures as amended through February 13, 2019.
7. Should the Chief die while employed by the City or his employment be otherwise terminated, the City shall pay him or his estate, as the case may be, any accumulated vacation, sick, or perfect attendance days.
9. Should the Chief be injured in the line of duty and within the scope of his employment, the City shall pay the monetary difference between his weekly pay and benefits paid under the Workers' Compensation Act, for a period of up to 52 weeks on the same basis and subject to the same terms, conditions and limitations applicable to other non-bargaining employees.

E. Uniforms and Equipment

The City will provide the Chief with equipment and dress uniforms and shall replace such as may be reasonably required.

F. Education

The Chief shall be eligible to participate in the Tuition Reimbursement Program for non-bargaining employees in accordance with the rules for non-bargaining employees contained in Appendix A of the Personnel Policies & Procedures as amended through February 13, 2019.

G. Professional Memberships and Conferences

The City recognizes the importance of professional development of the Fire Chief. Accordingly, the City agrees to pay for the Chief's annual dues for the following memberships: (1) International Association of Fire Chiefs, (2) the Connecticut Career Fire Chiefs Association, (3) the Capital Region Fire Chiefs Association and (4) the Connecticut Fire Instructors Association. In accordance with the City's Business and Travel Reimbursement Policy, the City shall pay for the Chief's travel and expenses for the Chief to attend the Fire Rescue International (FRI), which is the annual conference sponsored by the International Association of Fire Chiefs (IAFC). The Chief may attend other conventions, seminars and/or conferences if approved in advance by the Mayor.

H. 457 Deferred Compensation Plan

The Chief is not eligible to participate in the City's pension plan. In lieu of the City's pension plan the Chief shall voluntarily participate in the City's deferred compensation plan. The Chief must contribute at least four (4) % of his annual salary to the deferred compensation plan. In consideration of the Chief's contribution, the City shall provide a contribution equal to eight (8) % of his annual salary to his deferred compensation plan.

I. Vehicle

Since the Chief is required to be either on duty or subject to call and available to respond as needed to carry out his responsibilities as head of the Fire Department at all times and may be required to report to an incident or event, the City issued vehicle may be used by the Chief for personal use. The City shall provide and pay for liability, property damage and comprehensive insurance coverage, radio and communications equipment, and further shall pay the cost of operation (including all fuels and lubricants), maintenance and repair. The Chief will notify and obtain the consent of the Mayor in advance if he intends to take the vehicle out of state. The Chief shall be responsible for maintaining any required records of vehicle use and for payment of any federal or state income tax which may be attributed to personal use of the vehicle.

J. Cell phone

The Mayor shall authorize the use of a cellular phone to the Chief which shall be used in accordance with the City's telephone policy.

VIII. Indemnification

The City shall defend, save harmless, and indemnify the Fire Chief against any claim arising out of an alleged act or omission occurring in the performance of his duties as the Fire Chief, to the extent provided by law in accordance with Section §7-101a of the Connecticut General Statutes as amended, except for acts of gross negligence or willful misconduct.

IX. Performance Evaluation

The Mayor shall review and evaluate the performance of the Chief each fiscal year. Said review shall be in accordance with the performance evaluation guidelines as established by the City.

X. Personnel Policies and Procedures

The Parties agree that the terms, conditions and limitations of employment for non-bargaining employees as set forth in "City of Bristol Personnel Policies and Procedures March 10, 2009 as amended through February 13, 2019 including, but not limited to Appendix A thereof shall apply to the Chief. If any term, condition or limitation of this document conflicts with the adopted policies, this Agreement controls. The Chief's hire date of November 18, 2021 shall be used for purposes of calculating all benefit entitlements under the "City of Bristol Personnel Policies and Procedures, March 10, 2009 as amended through February 13, 2019" including, but not limited to Appendix A thereof and the parties recognize specifically without limitation that the policies with respect to payment of accrued sick time and vacation time as provided for therein will apply to the Chief at the termination of this agreement.

XI. Arbitration

If any dispute arises regarding the enforceability or interpretation of the terms or conditions of this Agreement, it shall be submitted to the City Council in writing within fifteen (15) days of the alleged dispute. If the Chief is not satisfied with the decision of the City Council, whose decision shall be rendered within thirty (30) calendar days from the date of submission of said dispute, then the parties agree to have said dispute resolved, de novo through arbitration, by a mutually selected arbitrator through the American Arbitration Association (AAA) or other mutually agreeable agency/association. Such dispute must be filed by the Chief with the American Arbitration Association (AAA) within fifteen (15) days following issuance of the City Council's decision. The decision of the American Arbitration Association shall be final and binding on the parties, provided such decision does not contradict specific terms or conditions of this Agreement.

The costs of arbitration, including the cost of the arbitrator and other costs relating to the service and proceedings exclusive of the Chief's attorneys' fees shall be borne by the City.

This arbitration provision expressly excludes any disciplinary action.

XII. Termination of Agreement

A. Disability.

At the option of the City, upon thirty (30) days advance written notice received by the Chief, if the Chief, with or without reasonable accommodation, has been unable to perform the essential duties hereunder as a result of illness or permanent disability for a period of six (6) consecutive months, the City shall have the right to terminate this agreement and retire the Chief from his employment without further cause. Termination under this Section shall not affect or impair the Chief's rights under the Connecticut Workers' Compensation Act, and/or the Americans with Disabilities Act. In the event of a dispute concerning the Chief's ability to perform the essential functions of the position, the City and the Chief shall mutually agree on a medical expert to perform an examination and evaluation. Any expense for such examination and evaluation not covered by the City's health insurance shall be paid for by the City.

B. Mutual Agreement

The parties may terminate this agreement at any time by mutual agreement.

C. Just Cause

The City Council may terminate this Agreement after the Mayor provides the Chief with advance written notice of specific grounds establishing just cause for termination and the Chief has had an opportunity to be heard in his own defense, personally or by counsel, at a public hearing before the City Council in accordance with the City Charter and Section 7-302 and all other applicable sections of the Connecticut General Statutes.

D. The Chief may terminate this Agreement by providing four (4) weeks advance written notice.

XIII. General Provisions

This Agreement, and the Chief's employment with the City, shall automatically expire upon expiration of the term. Upon such expiration, the Chief agrees and acknowledges that, in consideration of the compensation and benefits described herein, he shall have no rights pursuant to Connecticut General Statute §7-302, and, to the extent he is construed to have such rights after expiration of the Term, he hereby waives his rights under said statutes.

This Agreement constitutes the sole, only, and entire agreement between the parties with respect to the Chief's employment. This Agreement may be modified only by a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those contained herein. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach.

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

If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

This Agreement is effective upon approval by the City Council of the Chief's appointment pursuant to Section 56 of the Charter of the City of Bristol.

[Signatures on next page]

7a + b.

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
CorpCounsel@bristolct.gov

City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

MEMORANDUM

TO: Erica Cabiya, Town & City Clerk

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

DATE: November 6, 2025

RE: Special City Council Meeting Agenda

Erica, would you kindly add these items to the Special City Council agenda for Monday, November 10, 2025?

1. (Regular Agenda) To discuss and take action on a request from D'Amato Construction to remove a tax interest penalty from tax account Unique ID # P0254827-A
- 7a. 2. (Executive Session) To discuss and take any action as necessary regarding litigation matter Superior Court Docket Number HHB-CV-23-6079294-S Bristol Communities Limited Partnership vs. Bristol
- 7b. 3. (Executive Session) To discuss and take any action as necessary regarding litigation matter Superior Court Docket Number HHB-CV-23-6079295-S FAH Redstone Limited Partnership vs. Bristol.
4. (Regular Agenda) A Motion to Adopt revisions / amendments to Ordinance Section 8-2 Flood and Erosion Control.

Please contact me with any questions. Thank you.

TWC | met

RECEIVED
2025 NOV - 6 PM 12:45
TOWN AND CITY CLERK
BRISTOL, CT

7a + b.

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



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111 NORTH MAIN STREET
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Tel. (860) 584-6150
CorpCounsel@bristolct.gov

City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

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Please contact me with any questions. Thank you.

TWC | met

RECEIVED
2025 NOV - 6 PM 12:45
TOWN AND CITY CLERK
BRISTOL, CT

7C.
Erica Cabiya

From: Wendi Connolly
Sent: Friday, November 7, 2025 9:19 AM
To: Erica Cabiya
Cc: Jim Haselkamp
Subject: 11-10-25 Agenda Item & Motion

RECEIVED
2025 NOV -7 AM 11:35
TOWN AND CITY CLERK
BRISTOL, CT

Erica:

Agenda Item Suggestion:

Executive Session to review agreement between the City and Local #1338, Nutmeg Independent Labor Unions

* Motion to approve the funding for a tentative agreement reached between the City of Bristol and Local #1338 of Nutmeg Independent Labor Unions for a three year contract from July 1, 2025 through June 30, 2028.