

BOARD OF HEALTH MEETING
MINUTES AMENDED
January 8, 2026

A meeting of the Bristol-Burlington Health District's Board of Health was held in the Bristol-Burlington Health District Office, 240 Stafford Avenue, Bristol, Connecticut

Members Present: Brian Suchinski, Chairman
Kathy Langlais, Vice Chairwoman
Joshua Plourde, Burlington Representative
Robert Wetmore
Donna Friday
Robert Wollenberg

Staff present: Marco Palmeri, MPH, RS, Director of Health
Louise McGlone, Office Manager, Board of Health Secretary
Angelika Karwowski, Program Manager
Contractor: Skip Gillis, Financial Consultant

Liaison: Mayor Ellen Zoppo-Sassu, Bristol
First Selectman Doug Thompson, Burlington

Audience in Attendance: Diane Waldron, Comptroller, City of Bristol

The meeting was called to order by Chairman Suchinski at 3:05 p.m.

1. Attendance

All members present. No absences.

2. Audience Participation

Motion by Member Donna Friday, seconded by Member Robert Wetmore to add agenda item *Public Disclosure* to immediately follow audience participation.

All in Favor. Motion carried.

3. Public Disclosure

Chairman Suchinski disclosed a marital relationship with Member Donna Friday and affirmed that both will adhere to all applicable ethics and conflict-of-interest policies.

4. Approval of the Board of Health Meeting Minutes of December 11, 2025

Motion by Member Donna Friday, seconded by Member Robert Wetmore to approve the Board of Health Meeting Minutes of December 11, 2025.

5 Yes; 1 Abstention. Motion carried.

5. Approval of Bills paid in December, 2025

Discussion and requests for a more detailed itemization of monthly expenses.

Motion by Member Joshua Plourde, seconded by Member Donna Friday to approve the November, 2025 bills.

All in Favor. Motion carried.

6. Old Business

a. Special Election for Vice Chair

- a. Member Kathy Langlais is nominated for the Vice Chair position.

Motion by Member Donna Friday, seconded by Member Robert Wetmore to appoint Member Kathy Langlais as the Vice Chairwoman of the Board of Health.

All in Favor. Motion carried.

b. Discussion and Vote on new Finance Committee Member

Motion by Member Kathy Langlais, seconded by Member Robert Wetmore to appoint Member Donna Friday as a member of the Finance Committee.

- **All in Favor. Motion carried.**

7. New Business

a. Finance Committee Report

- i. Finance Committee Chairman Robert Wetmore has announced that he will step down from the Chair position of the committee, however will remain on the committee.
- ii. Chairman Suchinski makes note that Member Donna Friday is now the Finance Committee Chairwoman.

Motion by Member Robert Wetmore, seconded by Member Robert Wollenberg to approve the Finance Committee Report.

All in Favor. Motion carried.

Tabled: Motion to refrain from filling positions without Board of Health consult. Will be added to February 2026 agenda.

8. Monthly Reports: Director of Health, Senior Dental Clinic, School Health, School Dental, Public Health and Environmental Health.

- a. Director Palmeri has presented his Director's Report.

Motion by Member Joshua Plourde, seconded by Member Robert Wetmore to accept Director's Report.

All in Favor. Motion carried.

9. Executive Session to discuss terms and conditions related to legal contract and take any action as a result of the executive session

Motion by Member Robert Wollenberg, seconded by Vice Chairwoman Kathy Langlais to enter into executive session at 4:34 p.m.

All in Favor. Motion carried.

Chairman Suchinski declared the Board was out of Executive Session.

Chairman Suchinski asked to have a motion to engage the firm of Ford Harrison as counsel to the BBHD Board of Health and authorize the Chairman to sign the engagement letter made a part hereof.
(Attached: Engagement Letter)

Motion by Member Donna Friday, seconded by Vice Chairwoman Robert Wetmore to engage with Ford & Harrison.

All in Favor. Motion carried.

10. Adjournment

Motion by Member Donna Friday, seconded by Member Robert Wetmore to adjourn at 5:45 p.m.

All in Favor. Motion carried.

Respectfully submitted,



Marco Palmeri, MPH, RS
Director of Health

MICHAEL J. SPAGNOLA
860-740-1364
MSpagnola@fordharrison.com

December 29, 2025

BY E-MAIL ONLY (BrianSuchinski@bristolct.gov)

**PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

Brian Suchinski, Chairman
Bristol Burlington Health District
240 Stafford Avenue
Bristol, CT 06010

Re: Engagement of Ford & Harrison, LLP

Dear Mr. Suchinski:

We are pleased to have the opportunity to represent the Bristol Burlington Health District ("The District" or "you") in connection with all matters as may be referred to us by The District or you. Under your guidance, we will do our utmost to provide The District with the highest level of professional legal services and counseling. This letter sets forth and confirms the terms under which we have been retained to represent The District.

Our Representation

The attorneys in our firm limit their practices to specific areas. All of our attorneys are well versed in their areas of practice, although some have greater experience in particular areas. Generally, we assign responsibilities and tasks based on the degree of experience and expertise required for a particular component of each matter. As a result, various attorneys may provide services to The District in the course of a particular matter. We may also utilize our paralegals and other support staff as needed. In doing so, we strive to assign the work to the most effective and economical level in the legal team. Of course, the scope of our representation may expand from the work described above as agreed by you in writing or to the extent of the work actually rendered and billed.

1/8/26 BS

Our Fees

Rates

I and Attorney Julianne S. Brown will have overall responsibility for the firm's provision of legal services to The District. My standard hourly rate is \$730 and Attorney Brown's standard hourly rate is \$415; other attorney standard hourly rates range from \$400 to \$900; our paralegals are billed at \$150 to \$375 per hour. However, we have agreed to offer The District a special discounted hourly rate. Specifically, my hourly rate will be \$595 and Attorney Brown's hourly rate will be \$340. These rates are subject to increase, usually in January of each calendar year.

Invoices

Prompt Payment and Resolution of Issues - We will send you a monthly invoice for our services and expenses and you agree to pay our invoice within 30 days of its date. We strive to make our invoices simple and clear so that you may use them, along with our other communications with you, to keep apprised of the progress of your matter. However, we encourage you to contact us immediately if you have any questions, concerns, or objections relating to your invoice. After 30 days from the date we transmit your invoice to you, all billings not previously objected to in writing shall be deemed accepted by you and any objections not raised will be deemed waived. We reserve the right to charge interest on past due invoices at a rate of ten percent (10%) per annum compounded monthly, where permitted by applicable law. Any waiver of such right will not be deemed a waiver of any future right.

Expenses - We will furnish itemized statements to include all necessary and reasonable expenses incurred and disbursements made by us in the performance of such services, including expenses for any courier and express services, copying, printing, travel, court costs, court reporter fees and other expenses. In addition to our legal services, we bill our clients for all costs advanced and expenses incurred on their behalf. We will advance and pay invoices or statements for all minor or incidental costs, such as depositions, printing, etc., under \$500. Any invoices or statements that are in excess of this amount will normally be sent directly to you for payment. We expect that all statements will be timely paid.

E-Discovery - If necessary for the handling of this matter, we will also charge for time spent processing and loading data into any software database we may utilize to manage, review, and access evidence, for the electronic storage of any such evidence, and for the services of our litigation support personnel. Generally, you should assume we will utilize these services for any litigation matter. I will be happy to provide you with information regarding our fees for these services upon your request. Generally, we have found that our fees for such services are less than similar services performed by commercial vendors.

Attorney Fee Awards – In some matters, it is possible the Court, an Agency, or an arbitrator may order the opposing party to pay all or a portion of your attorney fees and costs. In such a case, if those fees are paid to us, we will credit the amount against any outstanding balances you may owe us. You will remain responsible for any remaining balance owed. If you are ordered to pay the attorney fees and/or costs incurred by the opposing party, you will be required to pay those fees separate and apart from, and in addition to, any amounts due us.

Zealous Representation, but No Guarantees

The American Bar Association's Model Rules of Professional Conduct and most state bar associations require us, as advocates on your behalf, to represent your interests zealously. We take our obligations seriously and will always strive to protect your interests to the best of our abilities. However, neither we nor any other law firm can guarantee the success of any given venture or the outcome of any legal dispute. Although we will do our best to provide you with our opinion, when requested, about the possible outcome of any matter in which we represent you, our opinion can never equate to a guarantee of success.

Likewise, we cannot guarantee in advance what your total fees may be. During the course of these matters, we may be required to comment on the projected costs and fees involved or you may ask us to submit one or more budgets to you. Although we make every effort to be accurate, you agree that these projections and budgets, as well as any other comments we may make in this context, are not guarantees.

Your Obligations to Us

In addition to your duty to pay our invoices timely, we expect that you will assist us and cooperate with us to the greatest extent possible in the course of our provision of services. You agree to respond fully to any inquiries we make and to provide us necessary written materials, documents or any and all other information we require during your representation. You understand and acknowledge that failure to provide us with this information in a timely fashion could prejudice your case, increase your attorneys' fees and costs, expose you to possible court sanctions and ultimately interfere with our ability to represent you effectively.

Termination of Representation

We will always strive to earn and retain your business. In so doing, we will make every effort to provide you with the best client service possible. As a result, we cannot foresee any circumstances that would lead us to terminate our attorney-client relationship, except our successful completion of this representation. Nevertheless, you have the right to terminate our relationship at any time and for any reason. Likewise, we retain the right to discontinue work on pending matters or terminate our attorney-client relationship at

any time for any reason, subject to our giving you reasonable notice to obtain alternative counsel. In particular, we reserve the right to stop working on any or all pending matters or to terminate our attorney-client relationship when an invoice remains due and unpaid 60 days after it has been sent, at any time we feel our relationship with you puts us in violation of the applicable Rules of Professional Conduct, or at any time termination is required or permitted by law. Under these circumstances, you agree not to contest our withdrawal from any court or administrative proceeding.

Your Property

You own all files and/or documents retained at our firm that related to your representation, except for our internal and/or administrative documents, such as attorney and paralegal time sheets. You may access these materials at any reasonable time, and upon termination of our relationship, you may withdraw these materials at any time with prior written notice to us. We reserve the right to make a copy of any files and/or documents you wish to remove at your expense. We will usually destroy all files 10 years after the cessation of representation in a matter unless you request their return.

Disputes

Generally, we try to operate on the principle that "the client is always right." In the event a dispute arises between us, you may be assured that we will make every reasonable effort to resolve it to your satisfaction. For this reason, we encourage you to bring any concerns you may have regarding our representation, including, but not limited to the quality of our work, the adequacy of our representation or the fees we charge to our attention promptly.

No Jury Trial – By entering into this Agreement, you waive any right you may have to a jury trial.

Venue – Any legal action hereunder shall be commenced where the firm performed the majority of the legal services that are subject to the dispute or where payment of fees and costs for those services is due.

Applicable law – Any action brought pursuant to this Agreement shall be governed by law of the state in which the proceedings are commenced.

Attorneys Fees and Costs – If we file suit to enforce our rights under this Agreement, we shall be entitled to recover our reasonable attorneys' fees and costs incurred as the result of the litigation and/or any appeals.

Right to Independent Counsel – You have the right to discuss this agreement with independent counsel or with any other advisor you may have. We encourage you to ask any questions you may have prior to signing this agreement.

Brian Suchinski, Chairman
December 29, 2025

Acknowledgment

Please sign and date this agreement and return it to us, keeping a signed copy for your records. We appreciate the confidence you have in our firm and we look forward to working with you.

Very truly yours,

Michael J. Spagnola

Michael J. Spagnola

APPROVED, ACCEPTED AND AGREED TO THIS

8 DAY OF January, 2026

By: *Brian J. Suchinski*
Brian Suchinski, Chairman