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TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, September 16, 2025
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AUDIENCE OF CITIZENS

E. MAYOR'S UPDATE

F. MEETING AGENDA – Immediately Following the Mayor's Update

G. CONSENT AGENDA:

1. Topic re: Approve waiving the police fees in the approximate amount of $ 3,194.50 for traffic control and direction for the "Father Joe Memorial Walk" to be held October 5, 2025, starting at 485 Alling Street, Berlin, Ct. - Police

2. Topic re: Appoint the following individual to the America 250 – Berlin Commission: Mary Kathryn LaRose. – Town Clerk

H. NEW BUSINESS:

1. Topic re: Approve Senior Center Event Sponsorship Policy. – Senior Center

2. Topic re: Accept a donation of $1,500 from Saindon Crane of Berlin, CT for crane and rigging services related to the Worthington Meetinghouse Cupola relocation. – Facilities

3. Topic re: Approve the contract proposal from current on-call architect JH Architects of Berlin, CT in the amount of $82,425 which includes a five percent contingency for mechanical and architectural design services as part of the STEAP grant requirements for the mechanical upgrades at the Peck Library and Community Center as approved by the PBC. - Facilities

4. Topic re: Authorize one-year extensions of Contract No. 2024-03 (Snow Plowing of Town Cul-de-Sacs & Miscellaneous Areas) and Contract No. 2024-04 (Snow Plowing of Town Streets) to Staxx Construction Services, LLC, of Berlin at existing rates. – Public Works

I. APPOINTMENTS:

1. **Central Connecticut Health District – Vacancy** – Replacement term would be until June 30, 2028.

2. **Conservation Commission – Vacancy –** Robert Ramsey has resigned. Replacement term would be until January 31, 2028. Can be filled with a D, R or U.

3. **Conservation Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.

4. **Constables – 4 Vacancies –** Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).

5. **Housing Authority Commission – Tenant Vacancy –** Lisa Salamon has resigned. Replacement term would be until March 31, 2029. Can be filled with a D or U.

6. **Housing Authority Commission – Vacancy –** Replacement term would be until March 31, 2030. Can be filled with a D or U.

7. **Inland Wetlands & Water Courses Commission – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U.

8. **Inland Wetlands & Water Courses Commission – Vacancy –** Gary Pavano Resigned. Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).

9. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.

10. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.

11. **Planning and Zoning Commission – Vacancy – Alternate** - Michael Paszczuk has resigned. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

12. **Veterans' Commission – Vacancy –** Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

13. **Veterans' Commission – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).

14. **VNA –Vacancy** - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.

15. **VNA – Vacancy –** Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

16. **VNA – Vacancy –** Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

17. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

18. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

19. **Water Control Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.

20. **Zoning Board of Appeals – Vacancy – Alternate** - Replacement term would be until January 31, 2029. Can be filled with a D, R or U.

J. TOWN MANAGER'S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS' COMMUNICATION:

M. ACCEPTANCE OF MINUTES: September 2, 2025

N. EXECUTIVE SESSION:

1. Personnel Matters – Conn. General State Statute Sec. 1-200 (6) (A) concerning the appointment, employment, performance, evaluation of a public employee - Town Manager evaluation.

O. ADJOURNMENT

Consent

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

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

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

**DATE:** **August 26, 2025**

**SUBJECT:** **St. Paul's "Father Joe Memorial Walk" Traffic Direction & Control Fee Waiver**

**Summary of Agenda Item:**

St. Paul's Church is requesting that the Town of Berlin waive the traffic and control fees associated with their "Father Joe Memorial Walk" scheduled to be held on October 5, 2025.

**Funding:**

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

**Action Needed:**

Move to approve waiving the police fees in the approximate amount of $ 3,194.50 for traffic control and direction for the "Father Joe Memorial Walk" to be held October 5, 2025, starting at 485 Alling Street, Berlin, Ct.

**Attachments:**

Request for Fee Waiver Form

Cost Form

**Prepared By:** MWJ

Lieutenant Michael Jobes, Berlin Police Department

# BERLIN POLICE DEPARTMENT

*Lieutenant Michael Jobes - Support Services Division*
*Email: mjobes@berlinpd.org Phone: (860) 828-7088*

Date: August 26, 2025

Event Name: Father Joe Memorial Walk 2025

Requestor/Organization: Maura Gaffney/St. Paul Church

Date of Event: October 5, 2025

Number of Officers:

Time: Five Officers @ four-hour shifts

Contract Rate: Private Duty

Approximate Total: $ 3,194.50 (20 hours private duty rate+ town surcharge 25%+ cruiser fee)

Function of Officers Assigned: Control traffic in a safe and controlled manner for time period of Memorial Walk. Streets are closed necessitating police presence and control of traffic.

Lt. 8/26

Lt. Michael Jobes

# TOWN OF BERLIN
## Request for Fee Waiver

| | |
|---|---|
| **Requesting Organization:**<br>**Contact Name:** Maura Gaffney<br>**Phone Number:** 860-990-1240 | **Date:** 8/21/2025 |
| **Event:** Fr. Joe Memorial Walk | **Date of Event:** 10/5/2025 |
| **Location of the Event:** St. Paul Parish Green and surrounding neighborhoods | |
| **What fee do you want waived:**<br>Berlin Police Department - Road closures/traffic control $3194.50 | |
| **Identify the hardship incurred:**<br>Please see attached | |
| **Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:**<br>Please see attached | |

**Town Manager review:**

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

Yes ☑ No ☐

If so, which criteria:

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

# TOWN OF BERLIN
## Request for Fee Waiver

**Name of Non-Profit or Political Organization:** Mary Gaffney / St. Paul Church

| **Comments:** |
|---|
| |

Email to Support Services — **Signature** — 8-21-25 — **Date**

Ryan Wiley — **Town Manager Signature** — 8/28/25 — **Date**

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

1. Fee Waiver Policy

   1. Fee waivers will be granted on an ad-hoc basis giving due consideration to the financial needs of the Town and the fiscal impact of the waiver upon the Town.

   2. Preference for fee waivers will be given to those private, non-profit organizations that serve Berlin that are proposing events which will raise funds that are intended to supplement Town funds for budgeted items or programs, raise funds for programs that would normally be funded by the Town, raise funds for programs by non-profit groups that have contributed substantially to the community, raise funds for programs for local senior or youth groups with a state or national affiliation or raise funds for scholarships for Berlin students.

   3. The Town of Berlin will grant fee waivers sparingly with due consideration given to the costs and benefits derived from the fee waiver.

   4. Golf Course charity fees will be set at the 18 hole resident rate.

   5. The Town Council will consider waiving fees only when the Town Manager receives in writing a request stating that an undue hardship exists and the overall benefit the community will receive as a result of the program. Such waivers must be submitted at least one month in advance of the event for which the waiver is sought.

   6. Any and all fee waivers are at the sole discretion of the Town Council.

**Identify the hardship incurred:**

St. Paul Parish is a non-profit religious organization, which relies on donations from parishioners and other generous supporters in order to operate. Funds received are in turn used to meet the spiritual and corporal needs of both parishioners and members of the local/regional community. There will be no fee to participate in the "2025 Fr. Joe Memorial Walk". There will be no fee for people to come enjoy the lawn games, music (recorded, not live), and water/snacks on the Parish Green. Participants will have the option to purchase tickets for food, t-shirts, etc. but this will be separate from the Walk/Social Gathering.

Brief history: This event was originally named the Friar 4 Miler. This year, we are changing the name to the Fr. Joe Memorial Walk. The Parish hosted a trial run of this walk (or run) in August 2022 with the roads not closed, and it was decided that for safety reasons, it would only be held again if the roads were closed. (It was particularly dangerous coming up over the hill on Hart Street.) The following years, in August 2023 and October 2024, we hosted the event again with the roads closed. All agreed that the event was much safer and much more enjoyable with the roads closed to traffic.

**Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific:**

St. Paul Parish has a long-history as an integral and valuable member of the Berlin Community, providing many services, both physical and spiritual, to local residents. Below are just a few of the ways in which the parish supports the local community:

- The **St. Clare Food Pantry** at St. Paul Parish is an ongoing, weekly collection of nonperishable food items that are distributed to the Mobile FoodShare Program at the Sacred Heart Church campus in East Berlin, the Town of Berlin Food Pantry, and the Friendship Center in New Britain. In addition to weekly food donations, the St. Clare Food Pantry, through donations from our parishioners, provides Thanksgiving meals for 30 Berlin families in need, easing the burden on the Berlin Food Pantry to provide for these families. There are several other special collections held throughout the year as well.
- Members of our **Helping Hands Ministry** provide support to local senior citizens on a regular basis, many of whom are alone or homebound or separated from their loved ones. Our Helping Hands volunteers call or visit these local seniors at home to check in on them, spend time socializing with them, deliver groceries when needed, help with simple household chores, etc. This service is greatly appreciated by our seniors, many of whom are life-long residents of Berlin and who have made valuable contributions to the community over the years. Helping Hands volunteers visit residents at Ledgecrest Health Care and Worthington Manor as well, providing moral, spiritual and physical support to the elderly.
- Our **Social Action** and other ministries support those in need within our community in many ways: providing Christmas gifts to residents of the Klingberg Family Centers, Worthington Manor Retirement Center, Ledgecrest Health Care Center, CCARC and more through our Angel Tree project, providing Easter baskets to recovering victims of sex trafficking, providing free home repairs to local residents in financial need through the HomeFront project, and more.
- Spiritual Leadership - Our Franciscan Friars participate in civic ceremonies and special events held throughout the year, such as the Memorial Day and Veterans Day Ceremonies at Veterans Park, providing special blessings or benedictions for the community.
- Our parish **Knights of Columbus** Council #3675 hosts events, such as blood drives, winter coat drives, collections for veterans, and provides scholarships for local students. The **New Britain Council of Catholic Women**, another parish-affiliated group, provides scholarships to local students as well. Our parish **Boy Scout Troop 44** provides the opportunity for local youth and gives back to the community in many ways.

As this is a charitable, community-building, healthy family-friendly event, which also promotes and supports local businesses, we would be very grateful if the Town would waive the police fee for traffic control and road closures. Thank you for your consideration.

Consent

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

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

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

**DATE:** **September 4, 2025**

**SUBJECT:** **Appointment to America 250 - Berlin**

**Summary of Agenda Item:**

Please add the following individual to the America 250 – Berlin Commission: Mary Kathryn LaRose.

**Funding:**

None needed at this time.

**Action Needed:**

Move to appoint the following individual to the America 250 – Berlin Commission: Mary Kathryn LaRose.

**Attachments:**

None

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

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

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

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

**DATE:** August 25, 2025

**SUBJECT:** Approval of Program/Event Sponsorship Policy

**SUMMARY:**

The Berlin Senior Center has developed a Program and Event Sponsorship Policy outlining the guidelines and procedures for individuals, organizations, or businesses seeking to sponsor programs or events at the Center. This policy was created in response to a directive to formalize a consistent approach to sponsorships and was developed after reviewing comparable policies from other senior centers throughout Connecticut.

**FUNDING:**

No funding needed

**ACTION NEEDED:**

Move to approve Senior Center Event Sponsorship Policy.

**ATTACHMENTS:**

Senior Center Event Sponsorship Policy

**PREPARED BY:**

Christine S. Doyle, Senior Center Director CDoyle

# Senior Center Event Sponsorship Policy

## 1. Purpose

The Berlin Senior Center exists to provide a broad spectrum of services intended to enrich, empower and improves the quality of life for our members. The Berlin Senior Center provides an atmosphere conducive to increasing self-esteem, independence, mutual concern, and respect. In order to provide a comfortable environment for all, this policy has been adopted. This policy outlines the criteria and procedures for event sponsorship at the Berlin Senior Center. The goal is to ensure all events conducted, held or presented by outside entities or individuals are consistent with the foregoing mission.

## 2. Scope

This policy applies to all groups, organizations, and individuals seeking to sponsor, co-sponsor, present, or host events at the Berlin Senior Center.

## 3. General Sponsorship Guidelines

Sponsorships are allowed under the following conditions:

- The proposed event aligns with the Center's mission to support healthy aging, social connection, education, and wellness for older adults.
- The sponsor's purpose and any materials to be distributed or presented are neutral, non-discriminatory, nonpartisan, and do not endorse nor oppose religious or political ideology.
- All sponsors must submit an Event Sponsorship Request Form for review and approval by Center administration at least 7 days in advance. The Center's administration has sole discretion as to whether a request will be approved or rejected. Examples of acceptable sponsors include:

- Local nonprofits, civic organizations and other organizations engaged in charitable purposes
- Healthcare agencies and hospitals
- Financial institutions offering senior-related services (e.g., fraud prevention, retirement planning)
- Educational institutions
- Local businesses offering relevant wellness or safety resources, including restaurants
- Individual residents (with pre-approval and clear objectives)

## 4. Prohibited Sponsorships

The following purposes have been deemed inconsistent with the mission stated in paragraph 1 above and will not be allowed to sponsor or co-sponsor events:

- Political parties when the event is within ninety (90) days of an election
- Candidates for political office when the event is within ninety (90) days of an election
- Political Campaign organizations
- Politically affiliated groups hosting campaign-related or partisan events
- Events intended for sales pitches or direct solicitation
- Organizations promoting discriminatory, violent, exclusionary, or hateful ideologies
- Any other event which the Center's administration, in its discretion, deems to be inconsistent with the purpose/mission set forth in paragraph 1 above herein.

## 5. Permitted Political Activity Guidelines

- No political campaigning or solicitation for any candidate or referendum item is allowed on the Senior Center grounds.
- Candidates, elected or appointed officials may attend nonpartisan events in a personal or educational capacity, but may not campaign or distribute materials.
- Local political committees/town committees may use program rooms for meetings or events **after hours,** provided that **equal access** is granted to all parties. For example, if one political committee is allowed to meet in the facility, the same opportunity must be extended to others upon request.
- An elected official can conduct a presentation at the Senior Center as long as they are presenting in an educational and official capacity.

## 6. Marketing and Materials

- All promotional materials (flyers, signage, handouts) must be pre-approved by Senior Center staff.
- No marketing materials may include endorsements, pricing, or sales pitches.
- Sponsors may be acknowledged (e.g., "This event is supported by XYZ Bank"), but such acknowledgments must be discreet and informational. Materials may not be left at the Center without advance approval. Materials left at the Center without approval will be discarded without notice.

## 7. Fundraising and Gifts

- Sponsors may donate funds, services, or in-kind items to support Senior Center events, but such gifts must be reported and approved.
- Gifts or donations do not guarantee future sponsorship privileges.
- No quid pro quo arrangements are permitted.

## 8. Staff and Volunteer Conduct

Center staff and volunteers must remain neutral and are not permitted to endorse nor oppose any sponsor's products or services publicly as related to their roll at the Senior Center. Their role is to support participants and ensure events meet Senior Center standards.

## 9. Right to Refuse or Revoke Sponsorship

The Senior Center reserves the right to:

- Decline any sponsorship request that does not comply with this policy
- Cancel an event if a sponsor violates any terms of this policy or if the Center learns, subsequent to approval, that the event violates the policy
- Modify the policy at any time in accordance with Center priorities

## 10. Appeals

If a sponsorship request is denied, the sponsor may submit a written appeal to the Center Director within 10 business days. Final decisions rest with the Director, her supervisor and Town Manager.

## 11. Questions & Contact

For more information or to submit a sponsorship request, contact:
Tina Doyle
Phone: 860-828-7006
Email: tdoyle@berlinct.gov
Address: 33 Colonial Drive, Berlin CT

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

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

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

**DATE:** **September 5, 2026**

**SUBJECT:** **Donation of Crane and Rigging Services for the WMH Cupola Relocation**

**Summary of Agenda Item:**

The Worthington Meeting House Cupola has been on the ground under trees for decades with recent painting and roofing restoration completed. The Historical Society requested the Cupola be relocated to the North side of the Meetinghouse onto a gravel pad and platform to help preserve and further display the partial restoration. A current approved crane contractor Saindon Crane of Berlin, CT was contacted to relocate the Cupola. Saindon Crane offered to donate their services to the Town and Historical Society for this project with a value of $1,500.

**Funding:**

None needed.

**Action Needed:**

Move to accept a donation of $1,500 from Saindon Crane of Berlin, CT for crane and rigging services related to the Worthington Meetinghouse Cupola relocation.

**Attachments:**

None

**Prepared By:**

Dougla Solek, Director of Facilities DS

**Agenda Item No.** 3
**Request for Town Council Action**

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

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

**DATE:** **September 5, 2025**

**SUBJECT:** **JHA A&E Contract Approval for Peck Library and Community Center Mechanical Upgrades**

**Summary of Agenda Item:**

The Town applied for and received a one-million-dollar STEAP Grant for the reroofing and mechanical upgrade work at the Peck Library and the Community Center building. Prior to the STEAP Grant opportunity, the reroofing design services were completed, and the project was ready to go to bid. The mechanical portion of the project had budget estimates to apply for the grant but now requires plans and specifications for public bidding as part of the grant requirements. The current architect for the reroofing project JH Architects of Berlin, CT has provided a contract proposal in the amount of $78,500 for the required mechanical engineering and design services for a bid package. A five percent project contingency is being requested bringing the total contract value to an amount not to exceed $82,425. The proposal was reviewed and approved by the PBC.

**Funding:**

500.10.1027.0.53712.00000

**Action Needed:**

Move to approve the contract proposal from current on-call architect JH Architects of Berlin, CT in the amount of $82,425 which includes a five percent contingency for mechanical and architectural design services as part of the STEAP grant requirements for the mechanical upgrades at the Peck Library and Community Center as approved by the PBC.

**Attachments:**

JHA Contract Proposal
Sufficiency of Funds

**Prepared By:**

Douglas Solek, Director of Facilities DS

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the 2nd day of September in the year 2025
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

Town of Berlin
240 Kensington Road
Berlin, CT 06037

and the Architect:
*(Name, legal status, address and other information)*

JHArchitects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

for the following Project:
*(Name, location and detailed description)*

HVAC Upgrades at Berlin Peck Memorial Library and Community Center
240 Kensington Road, Berlin, CT

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

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13 SCOPE OF THE AGREEMENT


## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Remove and replace, in-kind, all HVAC equipment within the Berlin Peck Memorial Library and Community Center space (+/-41,400s.f.)

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Interior Renovations for HVAC removal / replacement only.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

Cost of the work to be funded through a State STEAP Grant and matching funds as provided by the Town of Berlin

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:


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Summer 2025 -
Winter 2025

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Publically bid for General Construction according to local, state, and national laws and statutes.

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

High efficiency construction with energy efficient equipment.

*(Paragraph deleted)*
**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Public Building Commission
Berlin Town Hall
240 Kensington Road
Berlin, CT 06037

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

N/A

**§ 1.1.9** The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Not anticipated

.2 Civil Engineer:


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**User Notes:** (2016703820)

Not anticipated

.3 Other, if any:
*(List any other consultants and contractors retained by the Owner.)*

If required: Hazardous Materials identification and monitoring: Mystic Air Quality Consultants, Inc.. Groton, CT
**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Brian Humes, AIA, LEED AP, Member
JH Architects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

Not included

.2 Mechanical / Electrical Engineer:

Innovative Engineering Services, LLC.
33 North Plains Industrial Road
Wallingford, CT, 06492

.3 Interior Design:

Not included

**§ 1.1.11.2** Consultants retained under Supplemental Services:

N/A

**§ 1.1.12** Other Initial Information on which the Agreement is based:

See Section 1.1.2

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

*(Paragraph deleted)*


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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000.00 ) for each occurrence and Four Million Dollars ($ 4,000,000.00 )) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00 ) each accident, One Million Dollars ($ 1,000,000.00 ) each employee, and One Million ($ 1,000,000.00 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00 ) per claim and Two Million Dollars ($ 2,000,000.00 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect shall provide to Owner copies of all insurance policies and endorsements, and shall promptly provide to Owner any notices of cancelation from any carrier providing insurance coverage required under Section 2.5.


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## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without prior written notice to the Architect.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, and for the negligent acts or omissions of the Architect's consultants and for the failure of the Architect, and the Architect's consultants to comply with the requirements of this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review The Architect shall strive to coordinate and complete all reviews according to the following schedule:
Five (5) business day turnaround for critical Requests for Information (RFI's); Ten (10) business day turnaround for non-critical RFI's; Ten (10) business day turnaround for contractor's submittals.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or


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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time., The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.


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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services | Responsibility *(Architect, Owner, or not provided)* |
|---|---|
| § 4.1.1.1 Programming | N/P |
| § 4.1.1.2 Multiple preliminary designs | N/P |
| § 4.1.1.3 Measured drawings | N/P |
| § 4.1.1.4 Existing facilities surveys | N/P |
| § 4.1.1.5 Site evaluation and planning | N/P |
| § 4.1.1.6 Building Information Model management responsibilities | N/P |
| § 4.1.1.7 Development of Building Information Models for post construction use | N/P |
| § 4.1.1.8 Civil engineering | N/P |
| § 4.1.1.9 Landscape design | N/P |
| § 4.1.1.10 Architectural interior design | N/P |
| § 4.1.1.11 Value analysis | N/P |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | N/P |
| § 4.1.1.13 On-site project representation | Provided per 4.2.3.2 |
| § 4.1.1.14 Conformed documents for construction | Architect as Basic Service |
| § 4.1.1.15 As-designed record drawings | N/P |
| § 4.1.1.16 As-constructed record drawings | N/P |
| § 4.1.1.17 Post-occupancy evaluation | N/P |
| § 4.1.1.18 Facility support services | N/P |
| § 4.1.1.19 Tenant-related services | N/P |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Architect / Owner |
| § 4.1.1.21 Telecommunications/data design | N/P |
| § 4.1.1.22 Security evaluation and planning | N/P |
| § 4.1.1.23 Commissioning | Owner |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | N/P |
| § 4.1.1.25 Fast-track design services | N/P |
| § 4.1.1.26 Multiple bid packages | N/P |
| § 4.1.1.27 Historic preservation | N/P |


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| Supplemental Services | Responsibility<br>*(Architect, Owner, or not provided)* |
|---|---|
| § 4.1.1.28 Furniture, furnishings, and equipment design | N/P |
| § 4.1.1.29 Other services provided by specialty Consultants | N/P |
| § 4.1.1.30 Other Supplemental Services | N/P |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Basic Services to include Conformed Drawings for Construction, and coordination with Owner's consultants.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Owner to provide on-site project representation and building commissioning services (if required).

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.


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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Five ( 5) visits to the site by the Architect during construction

.3 Two ( 2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two ( 2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve ( 12) months of the date of this Agreement (Six (6) month period for construction), through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information requested in writing by Architect in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

*(Paragraph deleted)*

**§**

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot


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and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the


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Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

The method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ X ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

*(Paragraphs deleted)*

### § 8.3 Intentionally Omitted.

*(Paragraphs deleted)*

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to cure to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any unavoidable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if necessitated solely due to the delay caused by the Owner.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if necessitated solely due to the delay caused by the suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, or for funding purposes, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and direct costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

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all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** With the prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. Architect acknowledges that the Project is a public safety facility and Architect shall not disclose any aspects or characteristics of the Project that could reasonably be expected to compromise the security of the facility. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 , and except as required under the Connecticut Freedom of Information Act.. This Section 10.8 shall survive the termination of this Agreement. The Architect shall treat all information concerning the Project as confidential and shall not disclose, divulge or disseminate drawings, renderings, photographs or other information that would compromise the security of the police facility.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
*(Insert amount)*

Seventy EightThousand Five Hundred Dollars and zero cents ($78,500.00)

.2 Percentage Basis
*(Insert percentage value)*

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.3 Other
*(Describe the method of compensation)*

N/A

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Included with Basic Services

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

Schedule of Hourly Rates (attached)

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10%), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

N/A

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | 0.00 | percent ( | 0 | %) |
| Design Development Phase | $19,625 | percent ( | 25 | %) |
| Construction Documents Phase | $39,250 | percent ( | 50 | %) |
| Procurement Phase | 3,925 | percent ( | 5 | %) |
| Construction Phase | $15,700 | percent ( | 20 | %) |
| Total Basic Compensation | $78,500 | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Schedule of Hourly Rates (2025)

| **Employee or Category** | **Rate ($0.00)** |
|---|---|

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:


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.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** An initial payment of Zero ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*
**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

No interest shall be paid by the Owner %

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

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/
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By executing this Agreement, the Architect hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Architect will take positive steps to ensure that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 *(Insert the date of the E203-2013 incorporated into this agreement.)*

.3 Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ]
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

None

.4 Other documents:
*(List other documents, if any, forming part of the Agreement.)*

Schedule of Hourly Rates (2025)Innovative Engineering Services, LLC, Scope of Services, dated August 15, 2025 (4 pages)

This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Thomas B. Reid, Chairman, Public Building Commission | Brian Humes, AIA, Member |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |

Init.
/

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# *Additions and Deletions Report for*

## *AIA® Document B101® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:53:48 ET on 09/02/2025.

**PAGE 1**

**AGREEMENT** made as of the 2nd day of September in the year 2025

...

Town of Berlin
240 Kensington Road
Berlin, CT 06037

...

JHArchitects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

...

HVAC Upgrades at Berlin Peck Memorial Library and Community Center
240 Kensington Road, Berlin, CT
**PAGE 2**

Remove and replace, in-kind, all HVAC equipment within the Berlin Peck Memorial Library and Community Center space (+/-41,400s.f.)

...

Interior Renovations for HVAC removal / replacement only.

...

Cost of the work to be funded through a State STEAP Grant and matching funds as provided by the Town of Berlin
**PAGE 3**

Summer 2025 -
Winter 2025

...

TBD

...

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TBD

...

TBD

...

Publically bid for General Construction according to local, state, and national laws and statutes.

...

High efficiency construction with energy efficient equipment.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Public Building Commission
Berlin Town Hall
240 Kensington Road
Berlin, CT 06037

...

N/A

...

Not anticipated



Not anticipated

...

If required: Hazardous Materials identification and monitoring: Mystic Air Quality Consultants, Inc.. Groton, CT

...

Brian Humes, AIA, LEED AP, Member
JH Architects, LLC
15 Massirio Drive
Suite 101
Berlin, CT 06037

...

Not included

.2 Mechanical / Electrical Engineer:

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Innovative Engineering Services, LLC.
33 North Plains Industrial Road
Wallingford, CT, 06492

~~.3 Electrical Engineer:~~.3 Interior Design:

Not included

...

N/A

...

See Section 1.1.2

...

**§ 1.3** The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

~~**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

**PAGE 5**

**§ 2.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000.00 ) for each occurrence and ~~($ )~~ Four Million Dollars ($ 4,000,000.00 )) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

**§ 2.5.5** Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00 ) each accident, One Million Dollars ($ 1,000,000.00 ) each employee, and One Million ($ 1,000,000.00 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00 ) per claim and Two Million Dollars ($ 2,000,000.00 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect shall provide to Owner copies of all insurance policies and endorsements.

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and shall promptly provide to Owner any notices of cancelation from any carrier providing insurance coverage required under Section 2.5.
**PAGE 6**

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without ~~the Architect's written approval.~~prior written notice to the Architect.
**PAGE 7**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. ~~The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.~~
**PAGE 8**

~~The Architect shall assist the Owner in establishing a list of prospective contractors.~~ . Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful ~~bid or proposal,~~ bid, if any; and, (4) awarding and preparing contracts for construction.

...

~~**§ 3.5.3 Negotiated Proposals**~~
~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~
~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
~~.2 organizing and participating in selection interviews with prospective contractors;~~
~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

...

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, and for the negligent acts or omissions of the Architect's consultants and for the failure of the Architect, and the Architect's consultants to comply with the requirements of this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
**PAGE 9**

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§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate ~~review.~~review The Architect shall strive to coordinate and complete all reviews according to the following schedule:
Five (5) business day turnaround for critical Requests for Information (RFI's); Ten (10) business day turnaround for non-critical RFI's; Ten (10) business day turnaround for contractor's submittals.
**PAGE 10**

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract ~~Time. Subject to Section 4.2, the~~ Time., The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
**PAGE 11**

| | |
|---|---|
| § 4.1.1.1 Programming | N/P |
| § 4.1.1.2 Multiple preliminary designs | N/P |
| § 4.1.1.3 Measured drawings | N/P |
| § 4.1.1.4 Existing facilities surveys | N/P |
| § 4.1.1.5 Site evaluation and planning | N/P |
| § 4.1.1.6 Building Information Model management responsibilities | N/P |
| § 4.1.1.7 Development of Building Information Models for post construction use | N/P |
| § 4.1.1.8 Civil engineering | N/P |
| § 4.1.1.9 Landscape design | N/P |
| § 4.1.1.10 Architectural interior design | N/P |
| § 4.1.1.11 Value analysis | N/P |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | N/P |
| § 4.1.1.13 On-site project representation | Provided per 4.2.3.2 |
| § 4.1.1.14 Conformed documents for construction | Architect as Basic Service |
| § 4.1.1.15 As-designed record drawings | N/P |
| § 4.1.1.16 As-constructed record drawings | N/P |
| § 4.1.1.17 Post-occupancy evaluation | N/P |
| § 4.1.1.18 Facility support services | N/P |
| § 4.1.1.19 Tenant-related services | N/P |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Architect / Owner |
| § 4.1.1.21 Telecommunications/data design | N/P |
| § 4.1.1.22 Security evaluation and planning | N/P |
| § 4.1.1.23 Commissioning | Owner |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | N/P |
| § 4.1.1.25 Fast-track design services | N/P |
| § 4.1.1.26 Multiple bid packages | N/P |
| § 4.1.1.27 Historic preservation | N/P |
| § 4.1.1.28 Furniture, furnishings, and equipment design | N/P |
| § 4.1.1.29 Other services provided by specialty Consultants | N/P |
| § 4.1.1.30 Other Supplemental Services | N/P |

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**PAGE 12**

Basic Services to include Conformed Drawings for Construction, and coordination with Owner's consultants.

...

Owner to provide on-site project representation and building commissioning services (if required).

...

.7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

**PAGE 13**

.1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

...

.1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 ~~( )~~ Five ( 5 ) visits to the site by the Architect during construction
.3 ~~( )~~ Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 ~~( )~~ Two ( 2 ) inspections for any portion of the Work to determine final completion.

...

**§ 4.2.5** If the services covered by this Agreement have not been completed within ~~( )~~ Twelve ( 12 ) months of the date of this ~~Agreement,~~ Agreement (Six (6) month period for construction), through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information requested in writing by Architect in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**PAGE 14**

~~**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§

**PAGE 16**

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

The method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ X ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

~~**§ 8.2 Mediation**~~

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~
~~*(Check the appropriate box.)*~~

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other: *(Specify)*~~

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~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

**§ 8.3 ~~Arbitration~~Intentionally Omitted.**

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to cure to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any unavoidable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably ~~adjusted.~~adjusted if necessitated solely due to the delay caused by the Owner.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably ~~adjusted.~~adjusted if necessitated solely due to the delay caused by the suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, or for funding purposes, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**PAGE 17**

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and direct costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

...

None

...

None

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules.~~ located. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**PAGE 18**

§ 10.7 ~~The~~ With the prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. Architect acknowledges that the Project is a public safety facility and Architect shall not disclose any aspects or characteristics of the Project that could reasonably be expected to compromise the security of the facility. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section ~~10.8.1.~~10.8.1 , and except as required under the Connecticut Freedom of Information Act.. This Section 10.8 shall survive the termination of this Agreement. The Architect shall treat all information concerning the Project as confidential and shall not disclose, divulge or disseminate drawings, renderings, photographs or other information that would compromise the security of the police facility.

...

Seventy EightThousand Five Hundred Dollars and zero cents ($78,500.00)

...

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

**PAGE 19**

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**User Notes:** (2016703820)

N/A

...

Included with Basic Services

...

Schedule of Hourly Rates (attached)

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( ~~%),~~ 10%), or as follows:

...

N/A

...

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | 0.00 | percent ( | 0 | %) |
| Design Development Phase | $19,625 | percent ( | 25 | %) |
| Construction Documents Phase | $39,250 | percent ( | 50 | %) |
| Procurement Phase | 3,925 | percent ( | 5 | %) |
| Construction Phase | $15,700 | percent ( | 20 | %) |

...

| | | | | |
|---|---|---|---|---|
| Total Basic Compensation | ~~one hundred~~ $78,500 | percent ( | 100 | %) |

...

See attached Schedule of Hourly Rates (2025)

**PAGE 20**

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15 %) of the expenses incurred.

...

N/A

...

**§ 11.10.1.1** An initial payment of Zero ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

...

No interest shall be paid by the Owner %

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By executing this Agreement, the Architect hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Architect will take positive steps to ensure that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin.

...

.2 ~~Building Information Modeling Exhibit, if completed:~~*(Insert the date of the E203-2013 incorporated into this agreement.)*

...

[ ] ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

None

...

Schedule of Hourly Rates (2025)Innovative Engineering Services, LLC, Scope of Services, dated August 15, 2025 (4 pages)

...

Thomas B. Reid, Chairman, Public Building Commission

Brian Humes, AIA, Member

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**User Notes:** (2016703820)

# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:53:48 ET on 09/02/2025 under Order No. 2114457289 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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**User Notes:** (2016703820)

# TOWN OF BERLIN

## CERTIFICATION OF SUFFICIENCY OF FUNDS

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

| DATE | 8-Sep-25 |
|---|---|

JHA A&A Contract Approval for Peck Library and Community Center Mechanical Upgrades — Requested by: Facilities

| QUANTITY | DESCRIPTION | PRICE PER UNIT | $ AMOUNT |
|---|---|---|---|
| 1.00 | Mechanical Engineering & Design Services by JH Architects (inc 5% coningency) | $82,425.00 | $82,425.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL** | **$82,425.00** |

Account No. 500.10.1027.0.53712.00000- Architect & Engineering Fees

| | | | |
|---|---|---|---|
| Budgeted Amount..... | $175,000.00 | Available balance..... | $175,000.00 |
| Encumbrances to Date..... | $0.00 | Amount Needed for This Package..... | $82,425.00 |
| Expenditures to Date..... | $0.00 | Available Balance After Purchase..... | $92,575.00 |

Is a budget change needed? ☐ Yes ☒ No

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

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

Finance Director or Assist.Finance Director

or:

☐ I certify that a budget change in the amount of $_____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director

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

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

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

**DATE:** September 8, 2025

**SUBJECT:** Snow Plowing of Town Cul-de-Sacs and Streets – Extension of Contract Nos. 2024-03 and 2024-04

## SUMMARY:

The Public Works Department received a request from Staxx Construction Services, LLC to extend their snow plowing contracts for another year, maintaining existing rates:

- *Contract No 2024-03 – Snow Plowing of Town Cul-De-Sacs & Miscellaneous Areas*; $155.00 per hour for the first two trucks and $165.00 per hour for additional trucks.
- *Contract No 2024-04 – Snow Plowing in Town Streets*; $200.00 per hour for the first truck and $250.00 per hour for additional trucks.

Due to the uncertainty of predicting the use of this contract during the 2025/2026 winter season, we cannot accurately estimate the total value of these contracts. According to Staff, Staxx Construction Services, LLC responded in both a timely and responsible manner every time their services were requested. Based upon their past performance, Staff is requesting Town Council to approve a one-year extension of Contract Nos. 2024-03 and 2024-04 through the end of the 2025/2026 Winter Season.

## FUNDING:

Account No. 001.20.2037.0.53604.00000 (Highway Truck Rental) - $40,000.00.

## ACTION NEEDED:

Move to authorize one-year extensions of Contract No. 2024-03 (Snow Plowing of Town Cul-de-Sacs & Miscellaneous Areas) and Contract No. 2024-04 (Snow Plowing of Town Streets) to Staxx Construction Services, LLC, of Berlin at existing rates.

## ATTACHMENT:

Staxx Construction Services, LLC letter

## PREPARED BY:

Michael S. Ahern, P.E., Public Works Director/Town Engineer MSA

PO Box 7056, Berlin CT 06037

STAXX CONSTRUCTION SERVICES LLC VETERAN OWNED

A Women, Veteran Owned and Operated Business Entity

08/26/2025

To Whom it may Concern,

I, Jennie Scofield, owner of Staxx Construction Services LLC would like to extend my snow removal contract with the Town of Berlin for another year. I will also continue to honor the current pricing within contract 2024-03 and 2024-04

For any further questions or concerns you can contact me at (860)803-3662.

Thank you

Jennie Scofield, Owner

Staxx Construction Services LLC

P (860)797-1136 staxxconstruction@gmail.com

VNA

*Please return application to:*
Town Clerk's Office - Room 107 – 240 Kensington Road – Berlin, CT 06037

# TOWN OF BERLIN
## Application for Appointments to Boards and Commissions

I, the undersigned am interested in community service and provide this information for the use of the Town Council in considering my qualifications for appointments to a Town board or commission.

Please list your Board/Commission preference below:

1. VNA 2. _____

**NOTE:** If applying for the GOLF COURSE COMMISSION, please list any current golf club membership below (Men's Club, Ladies' Club, Lady Niners Club, Senior Men's Club) or Non-Golfer:

_____

Name: Theresa Delmar Telephone No.: 848-223-5895

Home Address: 50 Wildwood lane Number of years in Berlin: 1
(Note: To apply, you must be a Registered Voter in Berlin)

Email Address: delmartheresa@gmail.com

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

Educational Background (optional)

Northwest Village School/Wheeler Clinic - LPN
Present Employment (company/position/address)

Current and Past Civic/Community Involvement: _____

Tell us why you feel qualified for this appointment: Background in Nursing

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

Signature: Theresa Delmar Date: 8/28/2025

RECEIVED FOR RECORD
BERLIN TOWN CLERK
2025 SEP -9 AM 10:33
BERLIN, CT.
Kathy Glass

1. We encourage you to attend meetings of any board or commission that you are interested in joining and request information about the specific duties and responsibilities involved.
2. The information that you provide will be used by the Town Council in making appointments and may be used in news releases if you are appointed.
3. If you have additional information that you want to provide, please attach extra pages.
4. If appointed, please remember the importance of attending the meetings. By Charter, the Town Council may remove a board member if three consecutive meetings are missed without justifiable cause. The Council shall make final determination as to what constitutes justifiable cause in considering such removal.

Berlin Town Council Chambers is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://berlinct-gov.zoom.us/j/88412495960?pwd=LZNbAovnZoc46HpeZb8tZj3Gzc19Lu.1
Meeting ID: 884 1249 5960
Passcode: 769706

+1-646-931-3860

**TOWN OF BERLIN**
**TOWN COUNCIL MEETING**
**Tuesday, September 2, 2025**
**Town Council Chambers (in person)**
**Remote Meeting**
**7:00 P.M.**

## A. CALL TO ORDER:

Mayor Kaczynski called the Town Council meeting to order at 7:00 p.m.

## B. PLEDGE OF ALLEGIANCE

## C. ROLL CALL:

| | |
|---|---|
| Those in attendance were: | Councilor Kate Atkinson – *left at 9:15 p.m.*<br>Councilor Sandra Coppola<br>Mayor Mark Kaczynski<br>Councilor Charles Paonessa<br>Councilor Mark Pruzin<br>Councilor Peter Rosso<br>Councilor Donna Veach |
| Also in attendance: | Town Manager Ryan Curley<br>Corporation Counsel Jeffrey Donofrio |

## D. AUDIENCE OF CITIZENS:

***Carrie Tyszka, Berlin-Peck Memorial Library Director*** – Ms. Tyszka stated that September is Library Card Sign-Up month and explained that the library offers more than just books including lawn games, vegetable and flower seeds, museum passes, and caregiver support groups. Everyone that signs up for or renews a library card or refers a friend to sign up will be entered into a drawing for a gift card for Stop and Shop or Barnes and Noble.

Ms. Tyszka added that a ribbon cutting will be held on Saturday September 20th to celebrate the non-fiction section moving from the Dewey Decimal System to a more user-friendly system. The Berlin-Peck Memorial Library is one of only a handful of libraries in the state that have moved to the new system.

***Cornel Boudria, 115 Skinner Road*** – Mr. Boudria stated that he is the co-founder of Grassroots Berlin which is a non-partisan community group which works to bring neighbors together through civic engagement, events, and volunteer opportunities. In July group members met with Town Manager Ryan Curley after a bingo event they were going to hold at the Berlin Senior Center was abruptly cancelled. After the meeting the group was left hopeful that a clear policy would be put in place and he is grateful to see that there is an item on tonight's agenda regarding that policy.

Mr. Boudria urges the Town Council to adopt this policy but added that, as written, it could unintentionally limit some sponsors such as individuals active in political campaigns that simply want to support seniors in a non-partisan way.

***Shannon Smith, 117 Percival Avenue*** – Ms. Smith stated that she had some concerns regarding the Knights of Columbus property development and the demolition of the current building particularly regarding asbestos that may be present in the building. She added that other neighbors have similar concerns.

Mayor Kaczynski stated that he understands those concerns, and he trusts that the developer and Town officials will address all of those concerns during the demolition process.

**E. MAYOR'S UPDATE:**

Mayor Kaczynski stated that the Berlin Fair will be held September 11th to 14th.

**F. MEETING AGENDA – Immediately Following the Mayor's Update**

**G. CONSENT AGENDA:**

1. **Topic re: Accept donations to the Berlin Animal Control Donation Account for $50.00 and supplies/medical care valued at $900.00. – Animal Control**

2. **Topic re: Authorize a resolution that the Berlin Town Council may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection any and all documents which it deems to be necessary or appropriate; and further resolve that Ryan Curley, as Town Manager of the Town of Berlin, is authorized and directed to execute and deliver any and all documents on behalf of the Berlin Town Council and to do and perform all acts and things he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents. – Emergency Management**

3. **Topic re: Accept monetary donations totaling $2,385.04 and deposit $2,188.42 into the Friends of the Library Miscellaneous account for five programs, program supplies, one museum pass renewal and coffee supplies and deposit $100.00 into the Library Agency account for the purchase of adult books and deposit $96.62 into the Unrestricted Donations account for the libraries greatest need and move to accept the donation of books with an approximate value of $169.83 to be added to the appropriate department collection. – Berlin-Peck Memorial Library**

4. **Topic re: Approve waiving the police fees in the approximate amount of $ 3,800.00 for traffic control and direction for the "Concerts on the Green" held June 26, July 17 (cancelled/ rescheduled), July 24, and August 7, 2025 at the St. Paul's Parish Green, 485 Alling Street, Berlin, CT. – Police Department**

5. **Topic re: Accept the donations of $1,550.00 and appropriate the funds to the Police K9 Program Expenditure Account. – Police Department**

6. **Topic re: Accept Ms. Bighinatti donation of $2,250 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account. – Golf Course**

7. **Topic re: Accept Mr. Jedd's donation of $2,000 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account. – Golf Course**

8. **Topic re: Approve the Economic Development Department in coordination with Berlin-Peck Memorial Library to apply for a Supporting Arts Grant for FY25-26 and authorize Ryan Curley, Town Manager, to sign the application for the grant. If we receive a grant, the funds will be held in the Supporting Arts Grant Account. – Economic Development/Berlin-Peck Memorial Library**

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

## H. PUBLIC HEARING;

**Sale of 143 Percival Avenue (former Knights of Columbus property) to Vesta Corporation/O'Riordan Migani Architects for the proposed development of 70 affordable senior housing units.**

Mayor Kaczynski convened the Public Hearing on the sale of 143 Percival Avenue to Vesta Corporation/O'Riordan Migani Architects at 7:13 p.m. and read the following legal notice into the record.

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Tuesday, September 2, 2025 at 7:00 p.m. for the purpose of holding a public hearing as follows:

Sale of 143 Percival Avenue (former Knights of Columbus property) to Vesta Corporation/O'Riordan Migani Architects for the proposed development of 70 affordable senior housing units.

Dated at Berlin, Connecticut this 29th day of July 2025.

Mayor Kaczynski asked if there were any public comments.

Mayor Kaczynski read a letter submitted by **Frances Paul of 123 Percival Avenue**. Ms. Paul stated that she has lived next to the former Knights of Columbus building for 43 years and with the sale of the property she wished to address some privacy and safety concerns.

Ms. Paul stated that she was concerned about the possibility of the presence of asbestos in the building and she would like to understand the steps that will be taken during demolition to ensure the health of herself and her neighbors.

Ms. Paul continued stating that she would like to know if any plans exist for the installation of privacy fencing between her property and the new senior housing as current plans call for fencing bordering other residential properties but not hers.

Town Manager Curley introduced Aaron Greenblatt of Vesta Corporation. Mr. Greenblatt stated that Vesta is assuming that asbestos exists in the building and has hired third-party consultant GeoQuest, Inc of Bloomfield, CT to oversee the removal. They will follow all state and local guidelines including utilizing the wet method and air monitoring. The process should take about two weeks to complete. Mr. Greenblatt added that there is a large amount of oversight by various agencies and third-party consultants due to the nature of the project. Mr. Greenblatt offered to arrange a meeting with neighbors and GeoQuest prior to the beginning of the demolition process. Demolition will begin once Vesta's financing is in place, which is expected to be during the first quarter of 2026.

Regarding Ms. Paul's question about fencing, Mr. Greenblatt stated that the project will utilize the existing driveway which currently is lined with mature trees and there are no plans to remove the trees, but Vesta is happy to have a conversation with her regarding privacy issues.

***Lindsay Revoir, 167 Percival Avenue*** – Mr. Revoir stated that she was made aware of revised lot lines for the project and neighbors were concerned about that.

Town Planner Maureen Giusti stated that a rectangular piece at the end of Lawndale Street and a triangular piece on the north side of the property will be retained by the town and not included in the sale of the property to Vesta.

Ms. Giusti added that the Building Inspector provided her with a checklist of demolition requirements that must be followed which also includes the agencies that oversee proper procedures and the disposal of hazardous materials. This list will be attached to the meeting minutes

Councilor Pruzin requested that Vesta advise the Town Manager when demolition/construction begins so that neighboring properties can be made aware.

Mayor Kaczynski closed the Public Hearing.

**Add item #1a to Agenda**

Councilor Paonessa moved to add item #1a, Discussion of Proposed Parking Fee at Berlin High School, to the agenda.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

## I. NEW BUSINESS:

**1. Topic re: Accept receipt of the CGS §8-24 report from the Planning and Zoning Commission concerning the sale of 192,521 square feet (4.42 acres) parcel at 143 Percival Avenue. – Planning and Zoning**

Town Manager Curley stated that this is a follow-up to tonight's Public Hearing. This request is to accept the CGS 8-24 report from the Planning and Zoning Commission concerning the sale of the property.

Councilor Paonessa moved to accept receipt of the CGS §8-24 report from the Planning and Zoning Commission concerning the sale of 192,521 square feet (4.42 acres) parcel at 143 Percival Avenue.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

**1a. Topic re: Discussion of Proposed Parking Fee at Berlin High School, to the agenda.**

Mayor Kaczynski stated that the Board of Education (BOE) proposed a $100 student parking fee at Berlin High School. After discussions with the Superintendent and the President of the BOE it was determined that the reasoning behind the parking fee is that the BOE needs an additional $20,000 in their budget due to the $50,000 budget decrease made during the budgeting process.

Mayor Kacynski stated that putting this fee on the students and their parents seems disingenuous, adding that although the fiscal year 2025 close out is not complete the BOE is currently showing a $40,000 surplus.

Mayor Kaczynski added that the Town maintains the parking lot and there is no expense to the BOE for it. He does not agree with the BOE charging the parking fee and asked for Councilors' thoughts.

Councilor Paonessa stated that if the BOE was genuinely in need of something and did not have the funds they could come to the Council and request funding for it. But to just generically take $20,000 from the students is not right.

Councilors Atkinson and Pruzin discussed the fact that the Town reduced the BOE budget by an arbitrary amount of $50,000. Mayor Kaczynski stated that the referendum voters requested that the BOE budget be reduced and the Council had to listen to the voters.

Corporation Counsel Donofrio stated that as the Town owns and maintains the parking lot and there are no direct BOE expenditures that are going to be defrayed by the additional revenue that comes from the parking fee, we are talking about a municipal function rather than an educational function. If the BOE wanted to exercise its' statutory authority to manage the property by imposing this fee it should have been in their revenue budget.

Mayor Kaczynski stated that he would like to advise the BOE not to charge these fees. Corporation Counsel Donofrio stated that as the legislative body of the Town the Council can state that they do not want a fee to be charged for use of the Town's property.

Councilor Paonessa moved to authorize Town Manager Ryan Curley to send a letter to the Berlin Board of Education notifying them that the Town Council, at their September 2, 2025 meeting, after extensive discussion respectively requests that the Board of Education not impose a parking fee on Town owned property as the fee would not be used to fund any educational purpose but would rather be tantamount to an unlawful appropriation.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

2. **Topic re: Approve Senior Center Event Sponsorship Policy. – Senior Center**

Town Manager Curley introduced this item stating that it was determined that no formal policy was in place for events held at the Berlin Senior Center.

Senior Center Director Tina Doyle stated that she was asked to develop the requested policy, and she reached out to surrounding towns for examples of the policies that they had in place. A policy was written, reviewed by Corporation Counsel, and is now for Town Council approval.

Mayor Kaczynski stated that he would like additional time to review the policy and make any changes if needed. He requested it be placed on the next Town Council agenda.

NO ACTION TAKEN

3. **Topic re: Approve using both Norcom and McGovern MHQ utilizing government pricing to transition new police vehicles with emergency equipment and lighting depending on actual pricing and the availability of needed items for amount not to exceed $55,000. – Police Department**

Deputy Police Chief Drew Gallupe stated that the Police Department uses both companies for the transition and set up of new police vehicles. The request is for the authorization to utilize either company depending on which provides the better rate at the time of installation.

Councilor Paonessa moved to approve using both Norcom and McGovern MHQ utilizing government pricing to transition new police vehicles with emergency equipment and lighting depending on actual pricing and the availability of needed items for amount not to exceed $55,000.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

4. **Topic re: Approve the continuation of the contract for Netsmart's electronic health record and documentation system for one (1) year, amount not to exceed $28,140. – VNA**

   Town Manager Curley introduced this item stating that this request is for the continuation of the VNA's contract for the Netsmart system. Quotes were received from other vendors with Netsmart providing the lowest price.

   VNA Interim Director Edyta Halas added that her department has used this software since 2007, is happy with the system, and would like to continue using Netsmart.

   Councilor Paonessa moved to approve the continuation of the contract for Netsmart's electronic health record and documentation system for one (1) year, amount not to exceed $28,140.

   Seconded by Councilor Veach.

   Vote being 7-0 (MOTION CARRIED)

5. **Topic re: Approve and authorize the Town Manager to enter into a contract with the Berlin Middle Management Association from July 1, 2025 through June 30, 2028. – Human Resources**

   Human Resources Director Paula Carabetta stated that updates to the Middle Management Union contract includes fine tuning to the overtime eligibility piece, a 3% per year salary increase for all three years of the contract, clarification of the payment in lieu of vacation for those on FMLA leave, accrual of earned sick time for those hired after July 1, 2025, meal reimbursement increases, and an increase to compensation for employees filling vacancies or long-term absences.

   Councilor Paonessa moved to approve and authorize the Town Manager to enter into a contract with the Berlin Middle Management Association from July 1, 2025 through June 30, 2028.

   Seconded by Councilor Veach.

   Vote being 7-0 (MOTION CARRIED)

6. **Topic re: Authorize Town Manager, Ryan Curley, to enter into a contract with Pace Landscaping for the Timberlin Bunker Restoration Project not to exceed $1,195,895.00 which includes a $150,000 contingency amount. – Golf Course**

   Director of Golf Sol Guerrero stated that Timberlin Golf Club received insurance and bonding funds in the fiscal year 2026 budget to restore the bunkers at the golf course.

   Bids were received from three vendors with Pace Landscaping coming in with the lowest bid. Pace has recent experience with projects of this size and the type of bunker drainage needed, and they are available to begin work on October 1st which was Timberlin's request for the project's start date.

Golf Course Commission Chair Jim Norton stated that this project is intended to be a long-term solution for the bunker issue and is a great thing for the town. The project is expected to be completed by Memorial Day weekend.

Councilor Paonessa moved to authorize Town Manager, Ryan Curley, to enter into a contract with Pace Landscaping for the Timberlin Bunker Restoration Project not to exceed $1,195,895.00 which includes a $150,000 contingency amount.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

7. **Topic re: Waive the bidding procedure and purchase chemicals from Harrell's & Heritage Landscape Supply Group, in the amount not to exceed $160,000.00 as this is in the best interest of the Town of Berlin. The chemical purchases are through the Early Order Programs of BASF, Syngenta, FMC Corp and Heritage PMC. – Golf Course**

Director of Golf Guerrero stated that this is an annual request for the purchase of chemicals for the golf course. The early order program (EOP) allows brand name companies to compete or beat the prices of many of the off-patent material companies. By taking advantage of the EOP significant price reductions are realized.

The use of brand name chemicals provides a guarantee from the manufacturer that the product will work properly or be replaced free of charge.

Councilor Paonessa moved to waive the bidding procedure and purchase chemicals from Harrell's & Heritage Landscape Supply Group, in the amount not to exceed $160,000.00 as this is in the best interest of the Town of Berlin. The chemical purchases are through the Early Order Programs of BASF, Syngenta, FMC Corp and Heritage PMC.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

8. **Topic re: Authorize the Town Manager to sign Project Authorization Letters (PALs) from the State that do not involve providing Town funds (or other resources) for referenced construction or improvement projects, provided the PAL has been reviewed by Corporation Counsel before execution. – Public Works**

Director of Public Works Mike Ahern stated that this request is to streamline the authorization process and allow Town Manager Ryan Curley to sign Project Authorization Letters (PALs) from the State that do not involve the Town providing funds or resources.

The Department of Transportation recently began sending these letters to municipalities referencing the Master Agreements for ROW projects or Construction projects. In the past these letters were used for projects involving Town funds or resources, but these new letters tend to be administrative in nature and appear focused on confirming Town maintenance responsibilities after construction.

Any PALs that require Town funding or resources would continue to require Town Council review and approval.

Councilor Paonessa moved to authorize the Town Manager to sign Project Authorization Letters (PALs) from the State that do not involve providing Town funds (or other resources) for referenced construction or improvement projects, provided the PAL has been reviewed by Corporation Counsel before execution.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

9. **Topic re: Waive the Town's bidding requirements and authorize the Public Building Commission to execute the Owner/Architect Design Agreement with JH Architects, LLC of Berlin, CT for the Police Department Interior Renovations Project for an amount not to exceed $142,500.00, and for the Public Building Commission to direct the design team as it proceeds with the detailed design in order to prepare bid documents for the project, as this is in the best interest of the Town. – Public Building Commission/Public Works**

Director of Public Works Ahern stated that now that several Police Department functions, related offices, and personnel have moved into their new space, interior renovations are needed in the original Police Department area.

The Public Building Commission requested JH Architects, formerly Jacunski Humes Architects, to prepare a scope of work and fee for this design work.

Councilor Paonessa moved to waive the Town's bidding requirements and authorize the Public Building Commission to execute the Owner/Architect Design Agreement with JH Architects, LLC of Berlin, CT for the Police Department Interior Renovations Project for an amount not to exceed $142,500.00, and for the Public Building Commission to direct the design team as it proceeds with the detailed design in order to prepare bid documents for the project, as this is in the best interest of the Town.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

10. **Topic re: Approve a bid waiver and increase the purchase order for Wiss, Janney, Elstner Associates, Inc of Shelton, CT, for an amount not to exceed $48,000 to cover current and future invoices related to the Berlin High School slab-on-grade moisture project as previously approved by the Public Building Commission, as this is in the best interest of the Town. – Public Building Commission/Facilities**

Facilities Director Doug Solek stated that temporary repairs to the tiles affected by the slab-on-grade moisture issue at Berlin High School were completed this summer. Two rounds of air testing were performed to ensure a safe environment within the school prior to the start of school. This request is to increase the purchase order to cover current and future invoices related to this project.

Councilor Paonessa moved to approve a bid waiver and increase the purchase order for Wiss, Janney, Elstner Associates, Inc of Shelton, CT, for an amount not to exceed $48,000 to cover current and future invoices related to the Berlin High School slab-on-grade moisture project as previously approved by the Public Building Commission, as this is in the best interest of the Town.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

11. **Topic re: Utilize sole source contractor Automated Building Systems of Glastonbury, CT and increase purchase orders as needed up to $50,000 in Department 61 School Expenses, contractual services, and up to $50,000 as needed in Department 38 Public Buildings contractual services for fiscal year 2026. – Facilities**

Director of Facilities Solek stated that the Town of Berlin has had energy management systems within town and school buildings for over 30 years. The Town has greatly benefited from building management systems and has maintained a strong working relationship with Automated Building Systems, the sole source provider in New England.

Councilor Paonessa moved to utilize sole source contractor Automated Building Systems of Glastonbury, CT and increase purchase orders as needed up to $50,000 in Department 61 School Expenses, contractual services, and up to $50,000 as needed in Department 38 Public Buildings contractual services for fiscal year 2026.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

12. **Topic re: Approve purchase order increases up to $50,000 as needed during fiscal year 2026 in both department no. 38 and department no. 61 without exceeding account balances for the following National and State Contract Service providers below for associated maintenance, repair and service agreements on HVAC systems, Elevators, Fire and Security systems and IAQ mitigation measures at all Town and School Buildings. Johnson Controls, TRANE US, Carrier, ENCORE, KONE, Daikin Applied, Swan Associates, Security 101, Siemens and BELFOR. – Facilities**

Director of Facilities Solek stated that in fiscal year 2026 the Facilities Department will utilize several national and state contract service providers for all town and school buildings for various service agreements in maintenance and repair of elevators, HVAC equipment, and fire, sprinkler and security systems.

Councilor Paonessa moved to approve purchase order increases up to $50,000 as needed during fiscal year 2026 in both department no. 38 and department no. 61 without exceeding account balances for the following National and State Contract Service providers below for associated maintenance, repair and service agreements on HVAC systems, Elevators, Fire and Security systems and IAQ mitigation measures at all Town and School Buildings. Johnson Controls, TRANE US, Carrier, ENCORE, KONE, Daikin Applied, Swan Associates, Security 101, Siemens and BELFOR.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

13. **Topic re: Approve bid 2026-1 to All Seasons Contractor of Windsor Locks, CT in the amount of $408,756.00 which includes a 10 percent contingency for the reroofing work at Town Hall as approved by the PBC and Architect. – Facilities**

Director of Facilities Solek stated that six bids were received for the Town Hall reroofing project and were reviewed by the architect and the Public Building Commission with a bid award recommendation approved for All Seasons Contractor.

Councilor Paonessa moved to approve bid 2026-1 to All Seasons Contractor of Windsor Locks, CT in the amount of $408,756.00 which includes a 10 percent contingency for the reroofing work at Town Hall as approved by the PBC and Architect.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

14. **Topic re: Approve the attached resolution to authorize Ryan Curley, Town Manager, to accept the grant, execute a grant proposal, and other documents as necessary to secure and carry out the purposes of the grant from the Connecticut Office of Policy and Management for a Small Town Economic Assistance Grant of $1,000,000 for the Berlin Peck Memorial Library reroofing and mechanical replacement project, subject to approval of Corporation Counsel. – Economic Development/Facilities**

Town Manager Curley stated that the Town was awarded a $1 million STEAP grant for the reroofing and mechanical replacement project at the Berlin Peck Memorial Library. This request is to allow the Town Manager to accept the grant and execute documents necessary to secure and carry out the purposes of the grant.

Councilor Paonessa moved to approve the attached resolution to authorize Ryan Curley, Town Manager, to accept the grant, execute a grant proposal, and other documents as necessary to secure and carry out the purposes of the grant from the Connecticut Office of Policy and Management for a Small Town Economic Assistance Grant of $1,000,000 for the Berlin Peck Memorial Library reroofing and mechanical replacement project, subject to approval of Corporation Counsel.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

15. **Topic re: Waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of $5,000 for continuing environmental consulting services for the 30 Steele Boulevard remediation project funded from the Farmington Ave Development Loan account. Authorize use of the $360,000 Town appropriation intended as a bridge loan in anticipation of execution of a State/Town contract for the forgivable loan to be used to fund project costs. Authorize the Town Manager to apply to DECD for a Round 22**

**Brownfields remediation grant and for an Urban Action Grant both for the 55 Steele Boulevard remediation project and for costs related to disposal of contaminated materials at 30 Steele Boulevard. Authorize the Town Manager to enter a contract amendment with B&W Paving of $92,774.53, for soil stabilization work at 55 Steele Boulevard and change orders related to this work for up to 20% of that amount ($18,554.91) funded from the Farmington Ave Development Loan account, subject to Planning and Zoning Commission approval for required revisions to the site plan and review of Corporation Counsel. Waive the bidding process and authorize the Town Manager to enter a contract with Cisco LLC of $49,950 for disposal of contaminated material from 30 Steele Boulevard to the West Hartford landfill funded by $9,900 from the Farmington Ave Development Loan account, as this is in the best interest of the Town.**

Town Manager Curley stated that while the Town was waiting to receive a $360,000 Department of Economic and Community Development forgivable loan the Town Council authorized $360,000 of Town funds to be used as a bridge loan. Due to continued contaminated soil issues on the property it appears that both the forgivable loan and the bridge loan will need to be used to fund project costs at both 30 and 55 Steele Boulevard.

As a recap, Town Manager Curley explained that 30 Steele Boulevard will house the subsurface detention system that is part of the stormwater management plan required for the project and phase one and two environmental assessments were done on the property with soils found to not be contaminated. However, once work began the soil was found to be polluted. Options for the soil were investigated, and it was determined that the West Hartford landfill would accept it. West Hartford has two approved vendors to deliver material to the landfill, proposals from those vendors were obtained and Cisco LLC was the low bidder at $49,950. In addition, Loureiro Engineering will provide up to $5,000 in added services to oversee the implementation of this activity.

On the 55 Steele Boulevard construction side, an additional significant issue has been encountered. The on-site contaminated fill at 55 Steele Boulevard that had been graded has settled due to construction traffic on the site and rain. Soft areas have been identified that will not adequately support the pavement planned above. Remedies for this condition were investigated with the project geotechnical engineer, Max Welti and the option of raising the grade, keeping the fill on site, putting a 4-inch concrete slab on top, and building parking lot on top of the slab was the most cost-effective. B&W Paving provided a cost estimate of $110,507.53 and staff recommends a 20% contingency.

Staff have had conversations with the Connecticut Department of Economic and Community Development (DECD) about supplemental State grants for the project and two potential funding sources have been identified, a new DECD Brownfields grant (Round 22 applications are due September 10) and an Urban Act grant. Berlin is not usually eligible for Urban Action grants because it is not a state-designated distressed municipality, public investment community or urban center under the state's Plan of Conservation and Development. However, towns that do not meet one of these criteria may still receive Urban Act funds if the State Bond Commission determines that the project in question will help meet specified urban revitalization goals under Connecticut General Statue 4-66b for transit-oriented development projects.

Staff is pursuing additional funding sources for the project that will probably require local matching funds but those will not be acted upon soon enough to address these immediate construction items.

Therefore the $360,000 Town appropriation intended as a bridge loan in anticipation of execution of a State/Town contract for the forgivable loan and the $360,000 forgivable loan (a total of $720,000) will both be necessary and will be used to fund project costs at both 55 and 30 Steele Boulevard.

Corporation Counsel Donofrio stated that everything that has happened with this project is typical for any significant brownfield redevelopment project. There is prime real estate in Connecticut that can never be developed due to industrial contamination, but the Steele Boulevard property is not only being cleaned up but being developed to its highest and best use and being added to Berlin's grand list.

Mayor Kaczynski thanked Tony Valenti of Newport Realty for their continued commitment to the project.

Councilor Paonessa moved to waive the bidding process and authorize the Town Manager to enter a contract amendment with Loureiro Engineering of $5,000 for continuing environmental consulting services for the 30 Steele Boulevard remediation project funded from the Farmington Ave Development Loan account.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to authorize the use of the $360,000 Town appropriation intended as a bridge loan in anticipation of execution of a State/Town contract for the forgivable loan to be used to fund project costs.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to authorize the Town Manager to apply to DECD for a Round 22 Brownfields remediation grant and for an Urban Action Grant both for the 55 Steele Boulevard remediation project and for costs related to disposal of contaminated materials at 30 Steele Boulevard.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to authorize the Town Manager to enter a contract amendment with B&W Paving of $110,507.53, for soil stabilization work at 55 Steele Boulevard and change orders related to this work for up to 20% of that amount ($22,101.51) funded from the Farmington Ave Development Loan account, subject to Planning and Zoning Commission approval for required revisions to the site plan and review of Corporation Counsel.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

Councilor Paonessa moved to waive the bidding process and authorize the Town Manager to enter a contract with Cisco LLC of $49,950 for disposal of contaminated material from 30 Steele Boulevard to the West Hartford landfill funded by $9,900 from the Farmington Ave Development Loan account, as this is in the best interest of the Town.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

16. **Topic re: Approve the America 250 Berlin Committee to apply to the Marjorie Moore Charitable Foundation for funding for event planning and authorize the Town Manager, Ryan Curley, to sign on behalf of America 250 Berlin the grant application. – Town Clerk**

Town Clerk Kate Wall stated that the America 250 Berlin Committee would like the Town Council's approval to apply to the Marjorie Moore Charitable Foundation for funds to be used for events being planned in celebration of the 250th anniversary of the signing of the Declaration of Independence.

Ms. Wall added that the Committee held a logo contest for America 250 Berlin and the winner's logo was shared with the Town Council. American Embroidery will be creating hats, t-shirts, and sweatshirts with the winning logo to be sold in the Town Clerk's office.

Volunteers are needed to work on various subcommittees such as the Yankee Peddler Day event.

Councilor Paonessa moved to approve the America 250 Berlin Committee to apply to the Marjorie Moore Charitable Foundation for funding for event planning and authorize the Town Manager, Ryan Curley, to sign on behalf of America 250 Berlin the grant application.

Seconded by Councilor Veach.

Vote being 7-0 (MOTION CARRIED)

17. **Topic re: Reminder for the Town Council members to complete their evaluations of the Town Manager for discussion at the September 16th meeting. – Corporation Counsel**

Corporation Counsel Donofrio reminded the Town Council to submit their Town Manager evaluations to him.

NO ACTION NEEDED

## J. APPOINTMENTS:

1. **Central Connecticut Health District – Vacancy** – Replacement term would be until June 30, 2028.

2. **Conservation Commission – Vacancy** – Robert Ramsey has resigned. Replacement term would be until January 31, 2028. Can be filled with a D, R or U.

3. **Conservation Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.

4. **Constables – 4 Vacancies** – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).

5. **Housing Authority Commission – Tenant Vacancy –** Lisa Salamon has resigned. Replacement term would be until March 31, 2029. Can be filled with a D or U.

6. **Housing Authority Commission – Vacancy –** Replacement term would be until March 31, 2030. Can be filled with a D or U.

7. **Inland Wetlands & Water Courses Commission – Vacancy –** Replacement term would be until January 31, 2028. Can be filled with a D, R or U.

8. **Inland Wetlands & Water Courses Commission – Vacancy** – Gary Pavano Resigned. Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).

9. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate** - Replacement term would be until January 31, 2026. Can be filled with a D or U.

10. **Mattabassett District (Regional) – Vacancy –** Liam Mitchell term expired August 31, 2025. Reappointment or replacement term would be until August 31, 2028.

    Councilor Paonessa placed in nomination the name of Liam Mitchell (R) of 1005 Kensington Road for appointment to the Mattabassett District (Regional).

    Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

    Vote being 7-0 in favor of Liam Mitchell (R) to serve on the Mattabassett District (Regional). Term ending August 31, 2028.

11. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies** – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.

12. **Plan of Conservation & Development Implementation Committee – Water Control Representative Vacancy** – Bruce Laroche has passed away. Water Control Commission to recommend a representative to appoint. Term would be until January 31, 2033.

13. **Planning and Zoning Commission – Vacancy – Alternate** - Michael Paszczuk has resigned. Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

14. **Veterans' Commission – Vacancy** – Replacement term would be until January 31, 2026. Can be filled with a D, R or U.

15. **Veterans' Commission – Vacancy –** Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointment).

16. **VNA –Vacancy -** Replacement term would be until January 31, 2027. Can be filled with a D, R or U.

17. **VNA – Vacancy –** Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

18. **VNA – Vacancy –** Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

19. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

20. **VNA – Vacancy** – Replacement term would be until January 31, 2028. Can be filled with a D, R or U (depending on the above appointments).

21. **Water Control Commission – Vacancy** – Bruce Laroche has passed away. Replacement term would be until January 31, 2030. Can be filled with a D, R or U.

    Councilor Paonessa placed in nomination the name of Sebastian Senia (D) of 8 Dunham Drive for appointment to the Water Control Commission.

    Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

    Vote being 7-0 in favor of Sebastian Senia (D) to serve on the Water Control Commission. Term ending January 31, 2030.

22. **Zoning Board of Appeals – Vacancy** – Ryan Matson has resigned. Replacement term would be until January 31, 2026. Can be willed with a D, R or U.

    Councilor Paonessa placed in nomination the name of Michael Simonetta (R) of 146 Hummingbird Drive for appointment to the Zoning Board of Appeals.

    Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

    Vote being 7-0 in favor of Michael Simonetta (R) to serve on the Zoning Board of Appeals. Term ending January 31, 2026.

## K. TOWN MANAGER'S REPORT:

- Renovations have begun in the current VNA space with the temporary movement of VNA staff to the former food pantry. This will allow for the creation of offices for Social Services staff and the Registrars of Voters in that now vacant space.

  The plan is to have the space at least temporarily completed to allow for early voting during the upcoming Municipal Election to determine if the newly created space works well for that purpose.

- An email was sent showcasing all of the school updates completed over the summer. Town Manager Curley thanked all departments involved and stated that Board of Education Superintendent Benigni invited Town Council members to join him for a tour of the schools. The Town Manager stated that he would work on arranging that.

- The Berlin Historical Society cupola has been installed on a new pad.

- A town resident has volunteered to place "Game Tonight" signs in various locations throughout town to let residents know of football games being held that night. Placement of the signs is with the agreement that they will be taken down the following day.

- The Town Manager commended the Berlin Animal Control for receiving an award for being a no-kill facility in 2024.

- A Middletown scout has met with the Cemetery Committee to discuss completing his Eagle Scout project in Berlin. The scout will be cleaning gravestones and working with Grounds Superintendent Steve Wood.

- The report on Bright Feeds has been completed and is in the review process. The State Department of Public Health wants to share it with the State Department of Energy and Environmental Protection as well as the Central Connecticut Health District. Once the report is received by the Town it will be shared with the Town Council.

- The Town Council Fire Services Committee will be meeting at 6:00 p.m. on Tuesday September 16th.

- The Phase One Environmental Report, the boundary survey, the topographical survey, wetland flagging report, and geotechnical study of the Patterson Way property have all been completed and shared with the YMCA. The Town is just waiting on an updated file with a base map to provide to their engineer. Once they analyze all the pertinent information that will allow them to determine the cost and whether they will move forward with the project.

- The Town Manager stated that with the reduction in hours of Economic Development Coordinator Jim Mahoney a lot of additional work has been placed on the Public Works Department staff due to the number of projects happening in town.

Therefore, the Town Manager would like Council's approval to explore bringing back a Project Manager-type position. Funding is available to allow for filling the position effective January 1, 2026. Town Manager Curley added that he would like to continue with Mr. Mahoney's current one day work schedule and allow him to focus on grant writing.

## L. SPECIAL COMMITTEE REPORTS:

None

## M. COUNCILORS' COMMUNICATION:

Councilor Paonessa inquired about the installation of the Police Flock cameras. Deputy Chief of Police Drew Gallupe stated that most of the cameras are up and running with a few more needing slight adjustments for lighting.

Mayor Kaczynski inquired about the situation with cars racing on Patterson Way as well as gathering at the high school parking lot. Deputy Chief Gallupe stated that there have been issues from time to time but the department welcomes calls to check out situations as they arise. He added that he will send a message to supervisors to have them reemphasize to officers that patrol that area to make more frequent rounds.

## N. ACCEPTANCE OF MINUTES: July 22, 2025

Councilor Paonessa moved to accept the Town Council Meeting Minutes of July 22, 2025 as presented.

Seconded by Councilor Veach.

Those voting in favor: Councilor Coppola, Councilor Paonessa, Councilor Veach, Mayor Kaczynski.

Abstain: Councilor Pruzin, Councilor Rosso

Vote being 4-0-2 (MOTION CARRIED)

## O. ADJOURNMENT:

Councilor Paonessa moved to adjourn the meeting at 9:20 p.m.

Seconded by Councilor Veach.

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

Vote being 6-0 (MOTION CARRIED)

Submitted by,
Kathryn J. Wall
Clerk of the Meeting