

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

AGENDA

OSWEGATCHIE FIRE STATION BUILDING COMMITTEE

March 19, 2026

Public Safety Building

204 Boston Post Road

6:30 PM

1. Call to order
2. Pledge of Allegiance
3. Public comment
4. Opening remarks
5. Review and Approve 3/5/26 Meeting Minutes
6. Invoice Payments
7. Old Business
 - a. Open Items
8. Current Business
 - a. Schedule Review
 - b. Review and action on station traffic light or traffic signs
9. New Business
10. Correspondence
 - a. T. Olynciw email
11. Confirm Next Meeting Date and Objectives
12. Adjournment

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

Oswegatchie Fire Station Building Committee

March 5, 2026

Pledge of Allegiance

Meeting called to order at 6:30 pm

Members Present:

Robert Tuneski, Rocco Bracciale, Wayne Gilpin, Paul Rafuse, Ted Olynciw, Richard Muckle, Kathleen Elbaum, Timothy Sullivan

Members Absent:

Matthew Blankenship

Guests:

Police Chief Mark Balestracci, Steve Smith, Eric Cantar, Shea Davy, Kimberly Allen, Erik Pawlak, Atty. Nick Kepple, Christopher Haley

MOTION by T. Olynciw, second T. Sullivan to move item #7 Current Business to after item #3 Public Comment on the agenda.

FOR: Unanimous

Public Comment:

None

Current Business:

- a. Review and action on station traffic light:

Police Chief Mark Balestracci explained his position on the traffic light. There are 2 conditions that would need to be met to facilitate not needing the overhead light. One is line of sight to which trees have already been cut back. The other is; a policy would need to be written by Director of Fire Services indicating there would be no backing into the fire station bays. To date, there is no policy.

A 5 year traffic study showed only 1 crash has occurred in front of the firehouse. This crash did not involve the public. This data does not support having a traffic light.

Chief Balestracci stated the Office of the State Traffic Administration (OSTA) has the final authority in regards to approving or denying a traffic signal and/or signage. The committee could vote to keep a traffic light however, OSTA may decide against it.

MOTION by R. Muckle, second T. Olynciw to delay decision on traffic light or signage until cost estimates are obtained.

FOR: Unanimous

b. Review and discussion of bidders:

Purchasing received 13 bids. Secondino & Son was the low bid. Total Communications submitted a bid for the communication package only, which was lower than the communications bid within Secondino's bid. Therefore, Total Communications, being a preferred vendor and low bidder, will be the second contractor for the job. SPA and Downes support Secondino as the General Contractor. (Attachment 1)

MOTION by R. Bracciale, second R. Muckle to approve hiring Secondino & Son as the General Contractor for building the new firehouse.

Discussion: S. Davy has received 2 positive recommendations for Secondino and is waiting for 2 more responses. Town policy states the lowest qualified bidder is the bid that will be accepted.

FOR: B. Tuneski, R. Bracciale, W. Gilpin, P. Rafuse, R. Muckle, K. Elbaum, T. Sullivan

ABSTAIN: T. Olynciw

MOTION by R. Bracciale, second K. Elbaum to approve hiring Total Communications, Inc. as the low bidder for the communications package.

FOR: Unanimous

c. Addendum to Downes contract:

An amendment to OPM Services Contract of additional services was presented and explained by S. Smith. (Attachment 2)

MOTION by R. Bracciale, second T. Sullivan to approve an additional \$56,311.00 as requested in the Downes amendment dated October 21, 2025, revised March 3, 2026.

FOR: B. Tuneski, R. Bracciale, W. Gilpin, P. Rafuse, R. Muckle, K. Elbaum, T. Sullivan

AGAINST: T. Olynciw

Opening Remarks:

None

Approval of Minutes:

MOTION by R. Bracciale, second T. Olynciw to approve the 12/4/25 minutes.

Discussion: Under "Old Business" E. Cantar was tasked with confirming with DOT that a permit has been issued. According to E. Cantar this was pushed on to the contractor. Under "New Business" Director Haley was tasked with finding the official name for the new Town firehouse. Director Haley is still working on this.

FOR: Unanimous

MOTION by T. Sullivan, second W. Gilpin to approve the 1/8/26 minutes.

Discussion: S. Smith was tasked with following up with Mystic Air Quality as to what "RCRA8 TCLP" meant. This is still an open action.

FOR: Unanimous

MOTION by T. Olynciw, second R. Bracciale to approve the 2/26/26 minutes.

FOR: B. Tuneski, T. Olynciw, P. Rafuse, W. Gilpin, K. Elbaum, R. Bracciale, R. Muckle

ABSTAIN: T. Sullivan

Approval of Invoices:

MOTION by W. Gilpin, second T. Sullivan to approve the payment of SPA invoice #26-312 for \$2,887.00.

FOR: Unanimous

MOTION by T. Sullivan, second T. Olynciw to approve the September 30, 2025 #008 for \$19,000.

FOR: Unanimous

MOTION by T. Sullivan, second K. Elbaum to table the approval of SPA's AIA Document until the next scheduled meeting.

FOR: Unanimous

New Business:

Barton & Loguidice's Phase 2 assessment found a couple of areas that require further testing. S. Smith stated Barton & Loguidice is preparing a proposal for S. Davy for a Phase 3 soil test.

Confirm Next Meeting Date & Objectives:

The next meeting date is March 19, 2026.

MOTION by W. Gilpin, second T. Sullivan to investigate having ground breaking ceremony.

FOR: Unanimous

MOTION to adjourn by T. Sullivan, second W. Gilpin

FOR: Unanimous

Meeting adjourned 8:28pm

Respectfully submitted by:
Linda Finnegan, Recording Secretary



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Oswegatchie New Fire Station

441 Boston Post Road
Waterford CT 06226

AGREEMENT INFORMATION:

Date:
June 6, 2024

AMENDMENT INFORMATION:

Amendment Number:
003
Date:
March 3, 2026

OWNER: *(name and address)*

Town of Waterford
15 Rope Ferry Road
Waterford CT 06226

ARCHITECT: *(name and address)*

Silver Petrucelli & Associate Inc.
3190 Whitney Avenue
Hamden CT 06518

The Owner and Architect amend the Agreement as follows:
Additional Engineering Services. See proposal dated March 2, 2026.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

A fixed fee of \$3,250.00 (\$2,500 plus 10% and \$500 for SPA management and coordination.)

Schedule Adjustment:

Does not affect Time or Schedule.

David J. Stein, AIA

Digitally signed by David J. Stein, AIA
DN: C=US,
E=dstein@silverpetrucelli.com,
O=SilverPetrucelli + Associates, Inc.,
CN=David J. Stein, AIA
Reason: I am approving this document
Date: 2026.03.03 11:40:00-05'00'

ARCHITECT *(Signature)*

BY: David J. Stein, AIA, Vice President

(Printed name, title, and license number if required)

Date

OWNER *(Signature)*

BY: Town of Waterford

(Printed name and title)

Date

CONTRACT CHANGE ORDER FOR ADDITIONAL SERVICES

Page 2 of 2

DATE: March 02, 2026
ASR NO: #1
ORIGINAL CONTRACT: RFP #23-132 – issued by the town of Waterford
PROJECT NO. 140286501
PROJECT TITLE: Oswegatchie Fire Station

CLOSING

We look forward to continuing to work with you on this project. If the above scope is acceptable, please sign the authorization block below and return a copy for our records. If there are any questions in regard to our services, please contact me directly at (203) 784-3026.

TERMS AND CONDITIONS:

The services referenced above will be performed on a lump sum basis in accordance with the terms and conditions currently in effect for this project.

AUTHORIZATION:

Receipt of this additional services request, including the referenced Terms and Conditions, is hereby acknowledged and all of the referenced terms and conditions are accepted.

Company: _____ ("the Client")

By/Title: _____

Signature: _____

Date: _____



March 6, 2026

Shea Davy
Purchasing Agent
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Soil Investigation Proposal and Cost Estimate/Soil Management Plan
441 Boston Post Road, Waterford, CT

File: 708.7545

Dear Ms. Davy:

In accordance with your request, Barton & Loguidice LLC, (B&L) has prepared this proposal to complete soil investigations to provide plans for remediation at the location of former underground storage tanks (UST) (AOC 1) that were used for vehicle fueling at 441 Boston Post Road and a materials storage area (AOC 3) at 439 Boston Post Road. We are also providing a cost estimate to develop a Soil Management Plan (SMP) for the upcoming site development of the newly proposed Fire Station Building at these properties.

The scope of the work presented herein is to determine if two USTs are still present at 441 Boston Post Road and the extent of contaminants in soil at this area (AOC 1). AOC 1 was presented in the Limited Phase II Environmental Site Assessment of 439 & 441 Boston Post Road, Waterford, CT, dated August 27, 2024. Work is also proposed at the location of an outdoor storage area at 439 Boston Post Road (AOC 3). The scope of this investigation is to determine the presence and extent of PFAS compounds in soil as these compounds were detected in groundwater samples from this location during the Phase II Investigation. B&L will subcontract with a firm to perform a ground penetrating radar survey at the estimated location of the USTs and former gas pump at AOC 1. B&L will also subcontract an environmental driller to perform additional soil investigations at AOC 1 and AOC 3.



Scope of Services

Task 1: Ground Penetrating Radar Survey

A ground penetrating radar (GPR) survey will be performed to attempt to locate historic fuel USTs and any un-documented underground utilities at AOC 1 and AOC 3. The results of this work will be used to mark out boring locations by B&L field scientists.

Task 2: Clearance and Preparation of Boring Plan

B&L will review all building plans and drawings provided by the property owner to identify potential underground utility locations. B&L will visit the subject property and mark out selected boring locations prior to required utility mark out by 'Call Before Your Dig'

Task 3: Soil Investigation

B&L proposes collecting Phase III soil samples at the location of the formerly used USTs and gas pump near borings B-4 and B-5 from the Phase II investigation, known as AOC 1. B&L will also collect additional soil samples from a former shed, drum, and scrap material location known as AOC 3. B&L will procure a drilling subcontractor to advance soil borings at these two AOCs. We anticipate that 15 borings will be completed during one field day. Borings will be advanced by direct push to an approximate depth of 15 feet below grade, 4 feet into the saturated zone, or to drilling refusal, whichever is encountered first. Each boring will be sampled continuously throughout the depth of the boring. Subsurface soil samples will also be field screened utilizing a photoionization detector (PID) for the presence of volatile organic vapors. Soil characteristics will be logged by a B&L environmental scientist noting observed staining, odor, depth to saturation, and other distinguishing features. Call Before You Dig (CBYD) Connecticut will be contacted by the selected drilling subcontractor to have public underground utilities located and marked. CBYD does not mark private utilities or subsurface structures. Marking of private utilities, including but not limited to UST piping/system, lighting electrical line and water/sewer service lines, is the responsibility of the owner.

We anticipate 20 soil samples will be submitted for analysis from AOC 1. All samples will be analyzed for extractable total petroleum hydrocarbons by the Connecticut Method (CT ETPH) and polycyclic aromatic hydrocarbons (PAH) by EPA Method #8270. Five of the 20 samples from AOC 1 will also be analyzed for Per-And Polyfluoroalkyl Substances (PFAS).

We anticipate ten soil samples will be submitted for analysis from AOC 3. All samples will be analyzed for CT ETPH and PAH. Five of the samples from AOC 3 will also be submitted for analysis of PFAS.

Upon completion of the following scope of work, additional assessment and/or response actions may be warranted based on the results of the collected data.



Actual field time for drilling will depend on subsurface conditions; the costs provided in this proposal include one day of drilling.

Task 4: Report and Remedial Plan

The outcome of this GPR survey and soil investigation will be summarized in a Phase III Soil Report and Remedial Plan to address presence of USTs and degraded soil at AOC 1 and degraded soil at AOC 3. Soil results will be tabulated compared to Connecticut Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSR) RCSA 22a-133k and CTDEEP Additional Polluting Substances (APS). The report will contain figures depicting boring/sample locations, laboratory analytical reports, and subsurface boring logs. Recommendations for additional investigation, waste material handling and disposal, and/or remedial actions will be included in the report based on the data obtained. Client correspondence and meetings are included in this task item.

Only the Town of Waterford, as signatory to this proposal, may rely on B&L's professional work product. Others who may come to seek reliance are required to request reliance letters acknowledging the limitations and terms associated with the scope of service.

Task 5: Soil Management Plan (SMP)

B&L will prepare a Soils Management Plan for the Town of Waterford for implementation during the construction of the new Fire Station. The plan includes the following:

- A site background section and summary of environmental testing
- Contractor responsibilities
- Excavation activities
- Dust control
- Soil stockpiling for impacted soil and non-impacted soil
- Groundwater management, if groundwater is encountered
- Record keeping
- Stockpile material classification, handling and disposal
- Materials transport and disposal offsite
- Materials reuse onsite
- Importing of materials
- Underground storage tank discovery and action
- Equipment use and decontamination
- Health and safety of plan users



Additional sections to the SMP may be added at the owner's request.

Fee Summary

B&L proposes completing the Scope of Services described above on an hourly rate (time-and-material) basis, as estimated for each individual task below.

<u>Task</u>	<u>Task Fee-</u>
Task 1: Ground Penetrating Radar Survey	\$2,700
Task 2: Clearance and Preparation of Boring Plan	\$900
Task 3: Soil Investigations at AOC 1 and AOC 3	\$17,650
Task 4: Report and Remedial Plan	\$4,000
Task 5: Soil Management Plan	\$3,500
Total (Not to Exceed)	\$28,750

If additional information is required or tasks performed beyond the scope as set forth herein, those items will be estimated separately and will be in addition to the fees indicated above. Please note that if third party reliance letters and/or additional copies of the report are requested, fees for such additional services will be in addition to the fees indicated above.

B&L's total cost estimate for the proposed Scope of Services is \$28,750, which will be invoiced in accordance with the rates in effect at the time the work is completed. This cost estimate is based on a standard (5) business day laboratory turnaround time for soil samples. Actual field conditions encountered during the assessment proposed herein may alter the Scope of Services and/or schedule for completion. In all cases, this cost estimate shall not be exceeded without prior authorization.

SCHEDULE

B&L proposes to complete and submit the Phase III Investigation Report and Remedial Plan within six weeks upon receiving final analytical data results of the investigation. B&L also proposed to complete the Soil Management Plan within four weeks of an authorization to proceed with this proposal.

Ms. Shea Davy
Town of Waterford, CT
March 6, 2026
Page 5



Once authorization to proceed has been received, B&L will contact the Town of Waterford to coordinate a schedule as to when specific activities are scheduled to take place. Our receipt of this signed proposal will constitute B&L's notice to proceed with this project.

If you have any questions, please contact me. We appreciate the opportunity to be of service to you.

Sincerely,

BARTON & LOGUIDICE, LLC

A handwritten signature in dark ink, appearing to read 'Brian McCarthy'.

Brian McCarthy, LEP
Lead Hydrogeologist

A handwritten signature in dark ink, appearing to read 'Mark M. Zessin'.

Mark Zessin, PE
Senior Vice President

BM/scd
Attachments

Authorization

Barton & Loguidice, LLC ("Engineer") is hereby authorized by Mr. Robert Manna ("Buyer") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Shea Davy-Purchasing Agent
Town of Waterford, Connecticut

Date

Attachment A
Standard Terms and Conditions

**STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, LLC ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant 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 Consultant. The Consultant'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 Consultant 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.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed, plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

SHIPMAN

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Tel: (860) 251-5000

Town of Waterford
c/o Kimberly Allen, Director of Finance
15 Rope Ferry Road
Waterford, CT 06385

March 10, 2026

FEDERAL I.D. NO. 06-0640174

Invoice: 678960
Client: 116786

FOR PROFESSIONAL SERVICES RENDERED through March 10, 2026.

1. General Bond Counsel Services

FOR PROFESSIONAL SERVICES RENDERED in connection with the Town of Waterford \$12,600,000 General Obligation Bonds, Issue of 2026, dated and issued March 10, 2026, including: review of Preliminary Official Statement and Official Statement; preparation of various closing documents; tax analysis; meet with Town officials to review and execute documents; coordinate and follow-up on closing; file IRS Form 8038-G.

Total For This Matter: \$38,000.00

Bill Summary

Total: 38,000.00
Total Balance Due: \$38,000.00

APPROVED
VENDOR# 2207
PO# 260550 FY 26
CLOSE PO Y X N
ACCOUNT# 43323-57673
AMOUNT \$38,000 -
SIGN Kim Allen
DATE 3/11/26

TECHNIQUE

printers

36 OLD POST ROAD, CLINTON, CONNECTICUT 06413

TEL: (860) 669-2516 • FAX: (860) 669-0550

INVOICE

No: 25171

Town of Waterford / Director of Finance
15 Rope Ferry Road
Waterford CT 06385

Date 3/6/26

Customer PO:

Quantity	Description	Amount
5	45131 - Town of Waterford General Obligation Bonds, Issue of 2026, 171 pages, plus cover, inside black ink on white stock. Cover 4/black on 10Pt. Kromekote white gloss 1 sided. UPS	\$ 116.95 \$ 27.22
c/o Kimberly Allen APPROVED VENDOR# <u>2239</u> PO# <u>-</u> FY <u>26</u> CLOSE PO Y <u>-</u> N <u>-</u> ACCOUNT# <u>43323-57673</u> AMOUNT, <u>\$144.17</u> SIGN <u>[Signature]</u> DATE <u>3/11/26</u>		
		SUBTOTAL \$ 144.17 TAX SHIPPING \$ 0.00 TOTAL \$ 144.17 AMOUNT DUE \$ 144.17

Sulsman Shapiro

INVOICE SUMMARY
DECEMBER 1, 2025 - FEBRUARY 6, 2026

	<u>Hours</u>	<u>Amount</u>
Services Rendered / Attorney:		
Board of Selectmen	9.0	\$1,800.00
Oswegatchie Fire Department	5.8	\$1,160.00
Ethics Commission	12.1	\$2,420.00
Finance Department	11.8	\$2,360.00
Planning & Zoning	23.2	\$4,640.00
Public Works	3.4	\$680.00
Recreation & Parks	0.2	\$40.00
Representative Town Meeting	7.1	\$1,420.00
Selectman	13.1	\$2,620.00
Tax Assessor	21.9	\$4,380.00
Tax Collector	15.2	\$3,040.00
Youth Services Bureau	3.7	\$740.00
Legal Fee:	126.5 Hours x \$200.00 per hour =	\$25,300.00
Services Rendered / Paralegal:		
Board of Selectmen	0.4	\$42.00
Oswegatchie Fire Department	1.0	\$105.00
Ethics Commission	0.9	\$94.50
Tax Assessor	1.0	\$105.00
Tax Collector	13.9	\$1,459.50
Legal Fee:	17.2 Hours x \$105.00 per hour =	\$1,806.00
SUBTOTAL - Legal Fees Rendered		\$27,106.00
Costs		\$60.50
TOTAL Current Legal Services & Costs		\$27,166.50
TOTAL BALANCE DUE FOR 12/01/2025 -- 02/06/2026		\$27,166.50

03/06/2026

Nick Kepple LLC

INVOICE SUMMARY
FEBRUARY 2026

	<u>Hours</u>	<u>Amount</u>
Services Rendered / Attorney:		
Board of Selectmen	9.1	\$1,820.00
Director of Fire Services	1.3	\$260.00
Oswegatchie Fire Department	12.8	\$2,560.00
Finance Department	2.1	\$420.00
Planning & Zoning	1.0	\$200.00
Public Works	0.7	\$140.00
Representative Town Meeting	0.3	\$60.00
Selectman	6.8	\$1,360.00
Tax Collector	2.2	\$440.00
Town Clerk	3.9	\$780.00
Legal Fee:	40.2 Hours x \$200.00 per hour =	\$8,040.00
Services Rendered / Paralegal:		
Board of Selectmen	0.3	\$31.50
Oswegatchie Fire Department	3.4	\$357.00
Finance Department	0.2	\$21.00
Tax Collector	13.7	\$1,438.50
Legal Fee:	17.6 Hours x \$105.00 per hour =	\$1,848.00
SUBTOTAL - Legal Fees Rendered		\$9,888.00
Costs		\$0.00
TOTAL Current Legal Services & Costs		\$9,888.00
TOTAL BALANCE DUE FOR FEBRUARY 2026		\$9,888.00

03/06/2026



Order Form

Order Type: New
SO # 2026-144463

Licensee or Customer Contact Detail

Licensee or Customer	Town of Waterford		
Address & Contact	Address	15 ROPE FERRY RD	
	City, State	WATERFORD, CT 06385	
	Phone	860-555-5801	Fax
Billing Address & Contact	Name	Town of Waterford (14011) - Annual	
	Billing Address	15 Rope Ferry Road	Email
	City, State	Waterford, CT 06385	Phone 8606255765
Technical Contact		Fax	
	Name	Jeff Robillard	Primary Phone 8604420553
	E-mail	jrobillard@waterfordct.org	Alternate Phone

Product Detail

Dark Fiber	# Fibers	2	Estimated Route Miles	3.10	Estim. Fiber Miles	5.20
	Product Type	Point to Point				
	MRC	\$200.00	NRC	\$80,000.00		
	Install Lead Time	60 Days				
Location A	441 Boston Post Rd, 1st Floor, Waterford, CT 06385					
Location Z	15 Rope Ferry Rd, 1st Floor, Waterford, CT 06385					

Order Summary

Pricing & Contract Terms		NRC *	MRC *
	Dark Fiber	\$80,000.00	\$200.00
	Total	\$80,000.00	\$200.00

*Pricing shown does not reflect applicable taxes and fees.

	Salesperson	Jeff Vargas	Term (Months)	240
	Client Service Mgr	Shirley Ray	Contact Email	jrobillard@waterfordct.org
	Order Contact	Jeff Robillard	Contract Renewal Start Date	

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") and shall be effective as of the date of the last signature below. This Order Form is made expressly subject to the provisions of that certain Master Lease Agreement B-00-021, dated August 27, 2001, which is made a part hereof and incorporated herein by reference.

Licensee or Customer		Company or Provider	
	Town of Waterford		Crown Castle Fiber LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

Oswegatchie Building Committee Open Items List

3/5/2026

Item No.	Open Item	Answer	Ball in Court	BC Ball in Court	Closed
03-18-25-01	P&Z Meeting Update	Approved at March P&Z Meeting	SP&A		4/1/2025
03-18-25-02	Traffic Signal Budget from Benesch	Building committee approved to proceed with Benesch 5/6/2025: Reopened this item. Benesch put on hold do to the Traffic Director checking if the traffic light needs to be required. 06/05/2025 SP&A to reach out to Benesch for a cost to move light.	Director of Traffic		
03-18-25-03	Is a building mounted radio antenna required?	Can be freestanding, but could be mounted on the building for lower cost Building mounted is not required			4/15/2025
04-01-25-01	Weight of antenna	Can be freestanding, but could be mounted on the building for lower cost See 04-01-25-03			4/15/2025
04-01-25-02	Extent of geotechnical over excavation	Budget 1 - \$96,000 for Clean fill Budget 2 - \$172,000 For soil that needs to go to a landfill that is unlined Budget 3 - \$230,000 For soil that needs to go to a lined landfill			6/5/2025
04-01-25-03	ROM estimate of added cost of site work				
04-01-25-04	Control Budget: Air Compressor, Furniture	5/1/2025 Draft Provided: Will leave this open for updates			7/3/2025
04-01-25-05	Mystic Air hazmat soil test	Will need to be hired once project is awarded			
04-01-25-06	Bond package to include soft cost?	Yes, but finance cost is excluded from the bond package			4/15/2025
04-01-25-07	Lead time for requesting RTM special meeting	2 weeks - answered by Bob T			4/15/2025
04-15-25-01	Storm Water Permit Status	7/17/2025 - Permit request is into the town. There is a 30 day waiting meeting. SP&A to update the committee at the 8/7/2025 meeting	SP&A		
04-15-25-02	Did the letter that Bob T. sent to the RTM regarding the \$409,791 cost of the 3rd bay include any soft cost	The \$409,791 includes about \$10,000 of soft costs.			5/6/2025

04-15-25-03	Pre-Demolition Survey	5/9/2025 Report: Steve Smith contacted Mystic Air, but they have not been to the site to complete the survey. 06/05/2025 Mystic Air has taken samples. Downes is awaiting the report	7/3/2025		
05-06-25-01	Station alerting system: Can the current station alerting system be installed into the new building? If no, will the other stations need to be upgraded also.	06/05/2025 Director Haley to reach out to Steve Sinagra 07/03/2025 Director Haley stated that he spoke to Steve Sinagra and the current system could be moved into the new building. 07/17/2025 Director Haley stated that the current station alerting system would require a copper line into the building. The town may look into a new station alerting system.	7/3/2025		
05-06-2025-02	DOT Permit	3/5/2026	SP&A	Pushed to Contractor	
06-05-2025-01	Downes 100% CD Cost Estimate end of June	Completed			7/3/2025
12-04-2025	Official name for Firehouse	Needs to go through proper town channels to make determination. 3-5-26 Still working on this	Haley		
01-08-2026	Meaning of RCRA8 TCLP - on Mystic Air Quality Invoice	Steve Smith will check with Mystic Air Quality 3/5/26	Smith		

3/17/2026

BUDGET SUMMARY

ACCOUNTS:

43323-57508 (construction), 43323-57631 (architectural/Engineering), 43323-57648 (special consultants),
43323-57673 (borrowing costs), 43323-57707 (demolition)

NEW FIRE STATION

REVENUE

Architect/specialty subcontractors (Add'l Approp)	126,821.00
Architect & Design Services (Add'l Approp)	286,000.00
Program Manager (Add'l Approp)	306,650.00
Bonding	12,600,000.00
Total Budget	13,319,471.00

EXPENDITURES

Current Bond Expenditures	759,251.76
Encumbrances/Open PO Balances	8,206,132.52

TOTAL ENCUMBERED/EXPENDED	8,965,384.28
Balance Available	4,354,086.72

Notes:

SPA Contract	740,294.00
Additional Appropriation	(126,821.00)
Additional Appropriation	(286,000.00)
Balance Underfunded	327,473.00

INVOICE SUMMARY BY VENDOR

Vendor Summary	Amount Paid
Downes	116,716.00
Silver Petrucci	508,331.00
Barton & Loguidice	42,124.66
The Day	1,422.43
Mary Ellen Holland	7,350.00
Mystic Air	5,320.00
Legal	38,343.50
Bond Expenses	38,144.17
MISC/DEEP	1,500.00

759,251.76

NEW FIRE STATION PURCHASE ORDERS

Vednor	Service	PO #	PO Amount	Expended	PO Balance	
Silver Petrucci	Traffic Light Study	250608	42,000.00	4,687.00	37,313.00	
Silver Petrucci	Design/Allowances	260382	271,000.00	19,300.00	229,700.00	
	Change Order (High Perf Bldg Credit)		(22,000.00)			
Silver Petrucci	CT DEEP Stormwater Permit		3,250.00	-	3,250.00	Pending Approval
Downes Cosntruction	Project Mgmt	260383	231,513.00	42,123.00	189,390.00	
	Pending Change Order		56,311.00		56,311.00	
Mystic Air	Composite Soil Sampling	260391	1,495.00	1,495.00	-	
Mystic Air	Pre-Deomilition Asbestos Inspection &	260390	3,425.00	3,425.00	-	
	Bulk Samples					
Suisman Shapiro	Legal Fees	260442	15,000.00		15,000.00	
Total Communications	Technology	260559	49,968.52	-	49,968.52	
Crown Castle	Fiber Connection		80,200.00	-	80,200.00	Pending Approval
A. Secondion & Son	Construction		7,545,000.00	-	7,545,000.00	
			8,277,162.52	71,030.00	8,206,132.52	

DOWNES CONSTRUCTION

CONTRACT AMOUNT

301,650.00

Service	Amount	Invoiced	Balance
PreConstruction	77,930.00	77,930.00	-
Construction	213,720.00	38,786.00	174,934.00
Reimbursables	10,000.00	-	10,000.00
	56,311.00	-	56,311.00
Change Order 1	357,961.00	116,716.00	241,245.00

SILVER PETRUCCELLI

CONTRACT AMOUNT

740,294.00

Service	Amount	Invoiced	Balance
Schematic Design Phase	66,200.00	66,200.00	-
Design Development	110,344.00	110,344.00	-
Construction Document Phase	286,000.00	286,000.00	-
Bid Phase	22,000.00	22,000.00	-
Construction Administration	132,000.00	-	132,000.00
Allowances			-
CT DEEP Permit	3,250.00		3,250.00 <i>*Pending Approval</i>
Traffic Engineering	42,500.00	4,687.00	37,813.00
Geotech Borings	35,000.00	12,500.00	22,500.00
Hazardous Material Testing	25,000.00	-	25,000.00
Boundary Survey	15,000.00	15,000.00	-
High Performance Bldg	3,000.00	-	3,000.00
	740,294.00	516,731.00	223,563.00
Change Order 1	High Performance Credit		(22,000.00)
Change Order 2	Geotech Boring Credit		
Change Order 3	CT DEEP Stormwater Permit		3,250.00 <i>*Pending Approval</i>

A. SECONDINO AND SON, INC.

CONTRACT AMOUNT

7,708,500.00

Service	Amount	Invoiced	Balance
Base Bid	7,545,000.00		
Alternate	42,000.00		
Technology	121,500.00		
	<u>7,708,500.00</u>		

Total Communications

CONTRACT AMOUNT

49,968.52

Service	Amount	Invoiced	Balance
System/Network/Communications	49,968.52		
	<u>49,968.52</u>	-	-

CROWN CASTLE

CONTRACT AMOUNT

80,200.00

Service	Amount	Invoiced	Balance
Fiber Connection	80,200.00		
	<u>80,200.00</u>		

March 15, 2026

Mr. Robert Tuneski, Chairman

Oswegatchie Fire House Building Committee

15 Rope Ferry Road

Waterford, CT 06385

Dear Bob,

It has been three years in the making, so we should all celebrate what we have accomplished.

We have retained an A & E firm along with a Construction Management firm both based in CT, both with outstanding reputations. To top that off we just approved to award the General Contractor construction work to A. Secondino & Son, a CT based company, and saved \$2+ million dollars versus our budget.

The major work has been completed and now it's time to start construction. I feel very comfortable knowing that SP&A along with Downes Construction will be overseeing the entire construction project.

By way of this letter I am retiring from this Committee at the end of the meeting on March 19th because I have other Project Management commitments that need my attention.

Thanks for the opportunity to be part of this Committee.



Ted Olynciw, RTM Assignee to this Committee

P. S. Send me an invitation to the Open House