

MAYOR AND SELECTMEN'S MEETING AGENDA

Monday, August 19, 2024 @ 7:00 PM

Putnam Municipal Complex,

Room 109

200 School Street, Putnam, CT

Also. via Zoom:

Town of Putnam is inviting you to
a scheduled Zoom meeting:

Join Zoom Meeting

<https://us06web.zoom.us/j/8385>

0844503

Meeting ID: 838 5084 4503

• +1 646 558 8656 US (New York)

-
1. Call to Order by the Presiding Officer
 2. Pledge of Allegiance
 3. Public Comment – 3 – minute maximum per person
 4. Approval of the Minutes
 - A. Minutes from July 15, 2024, Board of Selectmen Meeting
 - B. Minutes from July 22, 2024, Special Board of Selectmen Meeting
 - C. Minutes from August 5, 2024, Special Board of Selectmen Meeting
 5. Petitions & Communications
 - A. Letter from Town of Willington
 - B. Letter from Aspinock Historical Society
 - C. Resignation of Bernie Ducat from Veteran's office
 6. Reports of Special Committee
 7. Reports of Standing Committee
 - A. General Government Committee
 8. Town Administrator Report
 9. Unfinished Business
 - A. Use of ARPA funds – 800 MHz Radio Transition
 - B. Use of ARPA funds – EMS Facility Study
 10. Grant Considerations and Updates
 11. New Business

A. Thank you to Planning Commission members

B. Removal of Robert Greene from the WPCA Commission and the Zoning Board of Appeals

C. Special BOS Meeting

D. Future Use of ARPA

12. Public Comment – 3- minute maximum per person.

13. Adjournment

Mayor and Selectmen Meeting
 Minutes of July 15, 2024
 Also available via: Zoom
 Meeting ID 832 4600 0649

TOPIC		Discussion
PRESENT:		Mayor Seney, Deputy Mayor Simmons, Selectman Hayes, Selectman Paquin, Selectwoman Marion, Selectman Pomes, and Selectman Pempek
ABSENT:		
1.	Call to Order	Called to order by Mayor Seney at 7:00 PM
2.	Pledge of Allegiance	Led by Mayor Seney
3.	Public Comment	None
4.	Approval of the Minutes	A. Minutes from June 17, 2024, Board of Selectmen Meeting Selectman Paquin made a motion to approve the minutes from the June 17, 2024, Board of Selectmen Meeting as presented. The motion was seconded by Selectman Pempek and passed unanimously.
5.	Petitions & Communication	A. State Project NO 0115-0122, Retaining Wall Replacement along Route 44 B. ECD Trust Fund Annual Report C. Putnam EMS – Operations Report – July 1, 2024 – June 20, 2024
6.	Reports of Special Committee	None
7.	Reports of Standing Committee	A General Government Committee Nothing to report
8.	Staff Quarterly Reports	Quarterly reports were included with the agenda packet
9.	TA Report	Town Administrator Sistare reviewed her report with the Board.
10.	Unfinished Business	None
11.	Grant Considerations & Updates	Mayor Seney updated the Selectmen regarding the Brownfield grant, Airline Trail Grant and Foundry grant

12.	New Business	<p>A. Consider the appointment of Monique Lynn Mailloux to the Board of Education with a term to expire 11/30/27.</p> <p>Selectman Paquin made a motion to appoint Monique Lynn Mailloux to the Board of Education with a term to expire 11/30/27. The motion was seconded by Selectwoman Marion and passed unanimously.</p> <p>B. Consider the appointment of Marni D. Ciquera, to the Zoning Board of Appeals with a term to expire 11/30/27.</p> <p>Deputy Mayor Simmons made a motion to appoint Marni D. Ciquera to the Zoning Board of Appeals with a term to expire 11/30/27. The motion was seconded by Selectwoman Marion and passed with 5 yay, 1 nay.</p>
13.	Public Comment	<p>Sandra Monte - 126 Underwood Rd asked the Board questions regarding the trash program. She also wanted to know who to speak with regarding Special Services District.</p>
14.	Executive Session	<p>Real Estate</p> <p>Deputy Mayor Simmons made a motion to go into Executive Session for the purpose of Real Estate at 7:28 PM, inviting in Town Administrator Sistare, Fire Marshal Scott Belleville, ECD Director Mary Ann Chinnati, BOF Chairman David Coderre and EMS Tammy Szyrka.</p> <p>Selectwoman Marion made a motion to come out of Executive Session at 8:32pm. The motion was seconded by Selectman Pomes and passed unanimously.</p> <p>Selectman Pempek made a motion to authorize Mayor Seney to sign a purchase and sales agreement. The motion was seconded by Selectman Marion and failed with a vote of 2 yay, 4 nays.</p>
15.	Adjournment	<p>Selectman Paquin made a motion to adjourn at 8:33 PM. The motion was seconded by Selectman Pempek and passed unanimously.</p>
		<p>Respectfully submitted: Denise A. Geeza, Executive Assistant</p>

Special Mayor and Selectmen Meeting
 Minutes of July 22, 2024
 Also available via: Zoom
 Meeting ID 846 9918 4452

TOPIC	Discussion	
PRESENT:	Mayor Seney, Deputy Mayor Simmons, Selectman Hayes, Selectman Paquin, Selectwoman Marion, Selectman Pomes, Selectman Pempek	
ABSENT:		
1.	Call to Order	Called to order by Mayor Seney at 6:00 PM
2.	Pledge of Allegiance	Led by Mayor Seney
3.	Set the date for Public Hearing and Special Town Meeting	<p>For purposes of discussing the potential purchase of real estate located at 70 May Street from the Providence and Worcester Railroad for a purchase price not to exceed \$900,000 to be used for Putnam EMS, Emergency Management, and other town services.</p> <p>Selectwoman Marion made a motion to set the date of August 5, 2024, at 6:30 PM in the Putnam Middle School Auditorium for a public hearing and a Special Town Meeting on August 5, 2024, at 7:00 PM or immediately following the public hearing. The motion was seconded by Selectman Pempek and passed unanimously.</p>
4.	Adjournment	Deputy Mayor Simmons made a motion to adjourn at 6:02 PM. The motion was seconded by Selectman Pempek and passed unanimously.
		Respectfully submitted: Denise A. Geeza, Executive Assistant, Recording Secretary

Special Mayor and Selectmen Meeting
 Minutes of August 5, 2024
 Also available via: Zoom
 Meeting ID 876 3371 7629

TOPIC	Discussion	
PRESENT:	Mayor Seney, Deputy Mayor Simmons, Selectman Hayes, Selectman Paquin, Selectwoman Marion, Selectman Pomes, Selectman Pempek	
ABSENT:		
1.	Call to Order	Called to order by Mayor Seney at 8:19 PM
2.	Pledge of Allegiance	Led by Mayor Seney
3.	70 May Street Property	No action taken
4.	ARPA Funds Consideration	No action taken
5.	Adjournment	Deputy Mayor Simmons made a motion to adjourn at 8:20 PM. The motion was seconded by Selectman Pomes and passed unanimously.
		Respectfully submitted: Denise A. Geeza, Executive Assistant, Recording Secretary

Town of Willington

Board of Selectmen
40 Old Farms Road
Willington, CT 06279
(860) 487-3100
(860) 487-3103 Fax
www.willingtonct.gov

August 1, 2024

Barney Seney
Mayor
Town of Putnam
200 School St
Putnam, CT 06260

Mayor Seney,

I wanted to write to thank you, Travis Serrine, and the town of Putnam WWCA for your assistance in July with the drainage issue we are having at Station 13 in Willington. The willingness of Travis and his staff to take the time out of their busy schedules to assist with cleaning out the drain at the firehouse was more appreciated than I can describe, it has allowed us to find where the issue is and properly address it. Without their assistance, this would have taken much longer to diagnose and caused more issues.

It is important for the towns in our quiet corner to work together for the betterment of all, and our town appreciates you and your staff immensely.

Thank you again,



Peter Tanaka
First Selectman
40 Old Farms Road
Willington, CT 06279

PT/sr



200 School Street, Putnam, CT 06260 ~ 860-963-6800, ext. 300 ~ historicalsocietyaspinock@gmail.com

8/1/2024

Barney,

Just a short note to tell you of the accommodating help that Travis Serrine extended to Paul Desautels while he was taking pictures of the boxcar rail restoration. Paul was very thankful for his kindness and cooperation. Travis let Paul know when they would be there working and went the extra mile by scheduling the work for a time that Paul was available. The Society has sent Travis a thank you note, but we wanted you to know also about his great gesture to Paul.

Have a great day,

A handwritten signature in cursive script that reads "Terri Pearsall".

Terri Pearsall

AHS Curator



Bernie Ducat
Veterans Agent
Town of Putnam, CT



Mayor Barney Seney
200 School Street
Putnam, CT 06260

The day has come that I want to spend more time with my wife Maureen and family.

I am very thankful for the time that I have spent as Veterans Agent for the town of Putnam.

Over the years I've met a lot of good people that I will miss both clients and associates.

My last day in the office will be August 30, 2024.

Respectfully

A handwritten signature in cursive script that reads "Bernie".

Bernie

Town Administration

Contract Updates

- Negotiating terms of Foundry Grant consultant Agreement preparation (Tighe and Bond); and Air Line Trail Grant consultant Agreement preparation (Barton & LoGiudice). Expect execution in next month +/-.
- Two bid openings planned for September: School St Sidewalks and Danco Drive Bridge. Since both include State Funding, will require State Approval to Award. Will update with recommendations following bid openings.

Recent

- MSW and Recycling transition with Casella. Recent newspaper ads regarding payment due, and coordinating with Revenue Office for non-payment. Planning for service disruption and Casella operations to stop service in late August. Monitoring revenue against projections. Finalized Win-Waste Lisbon contract to match Casella term.
- Held Special Town Meeting which approved the Four Party Land Exchange Agreement regarding Quinebaug Tech Park properties.
- Held Special Town Meeting which voted down the Petition to negotiate purchase of 70 May Street for EMS and other Town Services.
- Same as last month: no additional meeting held since May. Union Negotiations for Highway and Parks & Grounds Unit continue, with Town's updated Agreement provided to Unit on June 24th. No action on WPCA either, although offered dates for initial WPCA meeting.
- Accepted resignation of Bernie Ducat Veteran's Agent as of August 30th.
- Final property acquisition of Eversource Kennedy Drive property - closed in July.
- In coordination with ECD, negotiating contract terms for Foundry Grant Agreement (Tighe and Bond); and Air Line Trail Grant Agreement (Barton & LoGiudice).
- School Street Sidewalks, Advertised for bid opening to be held September 4th.
- Danco Drive Bridge, Advertised for bid opening to be held September 12th
- Ongoing: Coordination with new Blight Officer and several departments that require coordination (Building, Fire, ECD, Land Use).

Upcoming

- Ongoing: MSW Contract and coordination of program with Revenue Office and Casella, including payment, halting pickup for non-payment.
- FY24 close-out including Auditor initial visit mid-August.
- Contract finalization for Tighe & Bond Foundry project, and Barton & Laguidice for Air Line Trail project.
- Upcoming Mayor appointment for Veteran's Agent. Candidate for the position is Robert Challinor Jr.
- Continued Union negotiations for the Highway and Parks & Grounds Unit, and start of WPCA Unit negotiations.
- Tech Park Real Estate Transactions and Associated Agreements with the Four Party Land Exchange Agreement, including Excavation Permit Applications.
- Transfer Station: expect draft terms in upcoming months from Pomfret.
- Working with Human Resources and Registrar to develop payroll protocols for various positions including electric workers, based on federal and state guidance.

Road and Sidewalk Improvements

Recent / Ongoing

- Same as last month: Grove Street sidewalks: Processed final contractor invoice, coordinating with inspection firm regarding final costs and close out activities. Coordinate with DOT for preliminary LOTCIP financial accounting.
- School Street Sidewalks projects: Advertised for bid. Expect late Fall 2024 contract award, with Spring 2025 construction start.
- Kennedy Drive Parking Improvements: Contractor B&W Paving, agreed to a Spring 2025 construction start.
- [Ongoing: Highway has various additional paving projects seasonally. Recent continued length of Five Mile River Road improved, which had been of concern in recent years. Highway expects to continue improvements along additional portions in 2025.]

Upcoming

- Grove Street: final project financial analysis.
- School Street: Bidding, evaluation of bid results, and request to DOT for contract award.
- Highway Department various throughout town.

Bridges

Recent

- Danco Drive Bridge: advertised for Fall bid opening. Expect Spring 2025 construction start.
- Ongoing: Consultant work on inspecting under-20-ft span bridges.
- Same as last month/Ongoing: Received Commitment to Fund for State DOT for the state's new 100% funded program, including Bridges E Putnam over Cady Brook and Chase Road over Cady Brook, with possible Rhode Island Road over Mary Brown Brook also eligible. Working with NECCOG to consider modifying road classification to hopefully get East Putnam over Mary Brown Brook also eligible for 100%.
- [Note Highway Department continues to complete minor repairs that were identified on previous inspections (spalling repair, guiderail repair).

Upcoming

- Ongoing: Working with consultants, DOT, NECCOG for long-term planning of Town bridge improvements. Determine which remaining under 20-ft span bridges remain to be inspected; begin planning for schedule of improvements.
- Danco: receive bids and upon review of qualified bidder, request Approval to Award from CTDOT.
- Ongoing/same as last month: In-house minor repairs to bridges to comply with DOT inspection comments. Highway Department leading.
- Ongoing: Altered plan instead of moving forward on 50/50 funding program, investigate road classification for East Putnam Road Bridge over Mary Brown Brook. (2025 or beyond construction).

Athletic and Recreation

Recent / Ongoing

- Ongoing: Gravel excavation by contractor for Sabin Street Recreation Field construction work. Land Use Agent leading. Coordinating expected schedule for excavation completion.
- Ongoing: coordination with consultant Weston & Sampson for Airline Trail Improvements project Trail Bed Improvements including connection to Putnam River Trail at Quinebaug River (Town of Pomfret leading). Design continues towards 60% deliverable.
- Air Line Connection between Putnam and Thompson: Land Use and ECD leading, selected Barton & LoGiudice as consultant for DEEP grant project, including planning and design of trail between Providence Street and Intervale Street.

Upcoming

- Ongoing: continue to identify State DOT and Railroad officials to discuss alternatives, and build support for Putnam-to-Thompson trail connection. Monitor grant availability and submit applications if eligible.
- Ongoing: Air Line Trail towards Thompson: review consultant Agreement in upcoming weeks. Land Use and ECD office coordinating.
- Ongoing: Air Line Trail from Pomfret: continued consultant design and permitting. Late Summer expect Putnam Wetlands Application.

Other Town Responsibilities

Recent

- For Route 44 Retaining Wall DOT project: coordinated with WPCA design firm CDM Smith for proposal for WPCA portion of water and sewer main replacement. Will be paid for by DOT, with contract for design through the Town/WPCA. Expect final design 2025.
- Same as last month: WPCA: Coordinating closing with DPH for lead service line inventory. While WPCA share is lower based on grant, confirmed that Loan requires approval of full \$425k amount, which will need to be done by Referendum. Expect upcoming months, possibly combined with other referendum effort.
- Belding Grant with State DECD: Based on Town request, deadline extended to September 2024 for Financial Assistance Agreement from DECD. Continued discussions between DOL and DECD about prevailing wage implications.

Upcoming / Ongoing

- Ongoing: Belding Grant including Financial Assistance Proposal with State DECD, coordinating project information between parties. State recently approved an extension to final Financial Assistance Agreement execution of 9-3-24 (like many DECD projects, state wage rate clarification is holding up work).

Conferences and Training

Recent

- CCMO certification requirements. Ongoing annual credits required.
- COST bi-monthly Board of Directors meeting.

Upcoming

- CCM webinars
- (Tentative) ICMA conference September 2024.

AGENDA ITEM COVERSHEET
Item: 9A. – Use of ARPA Funds for 800 MHz Radios

Item Submitted by: Mayor Norman B. Seney, Jr.

Date: August 19, 2024

Legal advice required: n/a

Item Summary:

At the June 17, 2024 the Board voted to have Mayor Seney form an ad-hoc committee to address the communication issues of the Town. The committee has met with members of the State and discussed the needs of the town. The priority for the Town is to have SSD and the School outfitted with the necessary equipment and then add the various other entities, such as Emergency Management, Fire Department, EMS, Highway and Parks & Grounds as funding allows.

Financial Summary: N/A

The ARPA funds remaining are: \$690,000.00. We would like to allocate up to \$600,000 of ARPA funds to purchase and install the equipment.

Staff Recommendation:

Approve the use of up to \$600,000.00 in ARPA funds to purchase the 800 MHz radios and equipment

Board Action Required:

Approve the use of up to \$600,000.00 in ARPA funds to purchase the 800 MHz radios and equipment

Supporting Materials (if yes, list attachments):

AGENDA ITEM COVERSHEET

11A. Thank you to Planning Commission

Submitted by: Elaine Sistare

Date for Consideration: 8/19/24

Town Attorney Review Required: No

Item Summary:

As you know, the Planning and Zoning commissions were recently combined. We would like to acknowledge the following Planning Commission members with a plaque that we would place in the Town Hall and send letters of appreciation to these members for serving on the Board.

Warren B. Salvas – February 22, 2021

Patricia Gilman – February 27, 2006

Edward Briere, Jr. – March 20, 1985

Marnie Ciquera – February 28, 2022

Robert Greene – June 27, 2016

Financial Summary:

n/a

Staff Recommendation:

Approve the purchase of a plaque of appreciation for the Planning commission members

Board Action Required:

Approve the purchase of a plaque of appreciation for the Planning commission members

Supporting Materials (if yes, list attachments):

AGENDA ITEM COVERSHEET
Item: 11B. Removal of Robert Greene
from the WPCA Commission and Zoning Board of Appeals

Item Submitted by: Mayor Norman B. Seney, Jr.

Date: August 19, 2024

Legal advice required: n/a

Item Summary:

As per Chapter 6, section 3 of the Town Charter, any appointed official, administrative member of a board or commission may be removed during a term of office on the recommendation of the Mayor, with the advice and consent of the Board of Selectmen, but only for good cause related to the performance of an official duty.

Mr. Greene is in poor health and has been unable to attend meetings for several months. Mr. Greene is no longer residing in town and has a conservator.

Financial Summary: N/A

Staff Recommendation:

Remove Robert Greene from the WPCA Commission and Zoning Board of Appeals with regret and appreciation for many years of service.

Board Action Required:

Remove Robert Greene from the WPCA Commission and Zoning Board of Appeals with regret and appreciation for many years of service.

Supporting Materials (if yes, list attachments):

AGENDA ITEM COVERSHEET

**Item Submitted by: Mary Ann Chinatti, Director, Economic & Community
Development/Redevelopment**

Date: August 14, 2024

Legal advice required: No

Item Summary: Putnam EMS Building Rehabilitation Program and Cost Estimate Study using ARPA Funds

Financial Summary: Proposal Attached \$14,700.00

Staff Recommendation: Staff respectfully requests approval of the expenditure

Board Action Required: Yes

**Supporting Materials (if yes, list attachments): CHA Proposal for EMS Study, 191 Church St., dated
5/13/24**



May 13, 2024

Mary Ann Chinatti
ECD/Redevelopment Director
Town of Putnam
200 School Street
Putnam, CT 06260
Sent via Email: maryann.chinatti@putnamct.us

**RE: Proposal No. X89607
Putnam EMS Building Rehabilitation, 191 Church Street
Program and Cost Estimating Services**

Dear Mary Ann:

We understand the Putnam EMS building requires rehabilitation to meet their current and future needs. The building is currently shared with DPW, who uses the northern half of the building for storage. In preparation for rehabilitating the EMS portion of the building, CHA proposes to work with Northeast Collaborative Architects (NCA) to develop a space program and test-fit diagrammatic layouts. CHA will develop a cost estimate based on the chosen program.

We have prepared the attached proposal for your review. If you would like to proceed with this work, please sign, date, and return one copy of this agreement in its entirety. This proposal will remain valid for a period of 90 days.

Please contact me with any questions regarding this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chuck Eaton', is written over a light blue horizontal line.

Chuck Eaton
Senior Project Manager

PROPOSAL FOR SERVICES
Putnam EMS Building Rehabilitation, 191 Church Street
Program and Cost Estimating Services

EXHIBIT A: SCOPE OF SERVICES & DELIVERABLES

Scope of Services

CHA proposes the following scope and fee to assist the Town in preparing an EMS space program, test-fit diagrammatic layouts, and a cost estimate for the EMS section of the existing building at 191 Church Street.

• **Space Programming, Initial Test-Fit Diagrams, and Cost Estimate:**

CHA proposes to team with Northeast Collaborative Architects (NCA) to provide programming and preliminary test-fit diagrammatic layouts for the EMS building rehabilitation. We will hold a meeting with stakeholders to review the current needs and demands of the EMS, and to understand the constraints and challenges of the existing building. Based on the information gathered at this meeting, we will develop a written space program for review by the stakeholders. We will revise the program based on comments from the stakeholders and prepare up to two preliminary test-fit diagrammatic layouts, one intended for the existing building/site and the other to serve as a prototype for any potential consideration at a different site. One round of layout revisions will be provided based on any comments received by the stakeholders. A probable opinion of cost will be prepared based on the existing building/site layout.

Deliverables:

- 1 meeting with stakeholders to review the site and space needs
- PDF of written space program
- Up to 2 preliminary diagrammatic test-fit layouts, one intended for the existing building/site and the other to serve as a prototype for any potential consideration of a different site
- 1 meeting with stakeholders to review the test-fit layouts
- Probable opinion of cost for the existing building based on the diagrammatic layout

Assumptions & Clarifications

- Full Design Services (including Conceptual Design: full building plans and 3-D design renderings) can be provided under a separate scope and fee.
- Any Permitting, Survey, Geotechnical, Environmental, Site, Civil, Landscape Architecture, Building (Structural, MEPFP), or other design services not specifically included herein can be provided under a separate scope and fee. These disciplines are not expected for this level of study.
- Meetings beyond those included in the scope will be provided hourly.



EXHIBIT B: SCHEDULE

CHA will work with the Town to provide a preliminary space program for review within 4 weeks of a signed agreement.

EXHIBIT C: FEE PROPOSAL

The following will be billed lump sum:

Space Programming, Initial Test-Fit Diagrams, and Cost Estimate: \$14,700.00

If you would like to proceed with this work, please sign, date, and return one copy of this agreement in its entirety.



**CHA
SHORT FORM AGREEMENT**

THIS AGREEMENT is made this ___ day of May, 2024 by and between Clough Harbour & Associates, LLP (hereinafter “CHA”) and the Town of Putnam (hereinafter “Client”). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services”) attached and incorporated by reference.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client’s requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA’s work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA’s performance of the Services.

4. Compensation

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client’s notice to CHA. Client’s failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

6. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA’s property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise affect CHA’s reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA shall grant to the Client a nonexclusive license to use said instruments of service, and shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client’s use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA’s express written

consent. If this Agreement shall be terminated prior to completion of CHA's Services, the Client shall pay a licensing fee to CHA for the Client's continued use of CHA's drawings, plans or other documents for purposes of the Project. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

7. Relationship of Parties

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

8. Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

9. Standard of Care

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

10. Insurance

CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim.

11. Indemnification

CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client subject to any limitations of liability contained in this Agreement.

12. Limitation on Liability

The total liability of CHA and its officers, directors, shareholders, partners, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

13. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA’s officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA’s performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement

14. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

15. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non- payment of CHA’s fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

16. Other Agreements

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

CHA	CLIENT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Rev.
03/2017