

MAYOR  
ROSE MARIE ANGELONI  
  
DEPUTY MAYOR  
JEFFREY A. MACMILLEN  
  
INTERIM TOWN MANAGER  
RORY BURKE



COUNCIL MEMBERS  
MARIE E. DIAMOND  
WALTER GOAD  
VINCENT J. MASE, SR.  
CRAIG C. MILLER  
NICHOLAS PALLADINO  
RONALD PELLICCIA, JR.  
ROBERT H. WHITWORTH, JR.  
THOMAS P. ZAMPANO

# TOWN OF NORTH BRANFORD

TOWN HALL, 909 FOXON ROAD, NORTH BRANFORD, CONNECTICUT 06471  
TOWN MANAGER (203) 484-6000 TOWN HALL FAX (203) 484-6025

## MINUTES

### PERMANENT PROJECT BUILDING COMMITTEE

January 12, 2026 Town Council Chambers 6:00 PM

#### 1. Call to Order

Chairman Whalen called the meeting to order at 6:00 p.m.

#### 2. Salute to the Flag

#### 3. Roll Call

**Present:** Chairman Whalen, Vice Chairman Bailey, Member Canosa, Member Fonda and Member Palumbo, and Member Rose.

**Present for the NBHS project:** Member Dawson, and Member Siena.

**Also Present:** Purchasing Agent Fumiatti, Attorney Donofrio; Amar Shamas from Gilbane; and Bob Banning from SPA.

#### 4. Citizen Statements

#### 5. Approval of Special Meeting Minutes 12/15/2025

**Motion:** To approve the minutes of December 15, 2025.

**Moved:** Member Palumbo

**Second:** Member Fonda

**Discussion:** None

**With all in favor, the motion is passed.**

**Abstain:** Chairman Whalen

#### 6. Edward Smith HVAC - Update

Purchasing Agent Fumiatti reported that AI Engineers plans and specs will be available at the next scheduled meeting for review. Purchasing Agent Fumiatti will also provide the wage rates and CHRO language will also be added in the advertisement pending the Committee's approval.

#### 7. NBHS

##### a. Garden Roof Leak

Attorney Donofrio shared that there was a meeting on Fri 1/9/26 and Denise from Gilbane and Rusty from Q+AM. Since the last meeting Chris Como from Barrett has submitted his report to the final one and formed conclusions on next steps. There doesn't seem to be any disagreement on what needs to happen. They develop an inspection spec, so everyone is on the same page for the scope of any testing. During the meeting there had been talk about using the CM contingency for testing, if the work is not defective. Initially using CM contingency but if work is defective replenishing the CM contingency by back charging the trades responsible.

Mr. Shamas responded that within Barrett's final report he identified a few areas that were tested but no conclusions, but the roof leaked. After the discussions at the last meeting, it was decided that the best course of action would be to remove the overburden, pull it back to the visually inspect the upstream and if there is a breach, correct it, and then flood test it again.

Many members of the Committee have discussed if it would make sense to put the green roof back on once the issues have been resolved.

It was suggested by members of the Committee that the roof should be removed during February break and then worked on during April break.

Vice Chairman Bailey asked underneath the roof train, you have a stripped off 90 with the insulation first piece of the insulation on the lateral. It's completely water damaged. Would it be replaced? The response was yes it would be replaced.

Purchasing Agent Fumiatti reported that after the meeting on Friday 1/9/26, Sarnafil was notified of the issue, and they will engage Silk Town as it is still their installer and their responsibility.

Mr. Shamas shared that Mr. Como in his proposal to the Committee had actually been going to do the flood testing and he gave you a quote for proposal to remove the overburden. Remember that flood tested and put it back, which was about \$18,000. He went to Stonehenge few months ago and I asked them to remove us at that time; we were focusing on that call of the East Quadrant. This is a testing period to find out what the issues are and when we find out the issues the contingency would be reimbursed.

Attorney Donofrio stated that Gilbane can use CM Contingency to do diagnostic work, and then once it's determined who is responsible, and is someone they own in their GNP, they would need to replenish their CM Contingency. Once they figure out who's responsible, it's not just replenish the CM contingency. It's we have to fix the problem, and they have to give the sub that's responsible, or Subs that are responsible and opportunity to cure. So, it's not just about money. You replenish the CN contingency by back charging. The culpable parties for the diagnostic work that you drew the from the contingency for, but in terms of the work the Subs have the ability to avoid having further back charges by fixing it. And it's only if they don't fix it and Gilbane has to hire somebody.

Attorney Donofrio said that Mr. Como from Barrett to be involved and has him remove the overburden and perform the testing. Before that occurs, there needs to be a spec that says specifically what they want to be done by Barrett.

Committee members expressed that there will also need to be a discussion between members on whether they are going to have the roof put back on once the issue is resolved, and it seems the consensus is to not have it put back on, more to come.

Attorney Donofrio also stated that Gilbane will get a proposal from Barrett on the scope of work and bring it to the next meeting.

**b. other**

Member Siena raised the concern again that the girl's locker room tile was not completed as it was supposed to. There are photos that show the difference on the floor where the patch was placed. The boy's locker room was done the correct way. Mr. Shamas stated that they went by the sketches. Member Siena reiterated that it looks terrible in the girl's locker room and not what a brand-new school should look like. The coloring on the patch does not match the rest of the floor.

**Motion:** To approve the retainage reduction for GDS Contracting Corp from 2.5% to 0%; Ferguson Mechanical Company, Inc. from 3.75% to 0%; Omni Data, LLC from 5.0% to 0%; P & D Mechanical Inc. 3.75% to 0%; Professional Painting, Inc. 2.5% to 0%; Capasso Enterprises, Inc. 2.5% to 0%; Spectrum Floors, Inc 2.5% to 0% ; National Equipment and Facility Solutions 5.0% to 0%; ASI New York, Inc. 3.75% to 0%; pending Mr. Malik from QA+M's approval.

**Moved:** Member Palumbo

**Second:** Member Rose

**Discussion:** None

**With all in favor, the motion is passed.**

**Motion:** To reject the retainage reduction for Acronom Masonry, Inc.

**Moved:** Member Palumbo

**Second:** Member Rose

**Discussion:** None

**With all in favor, the motion is passed.**

**Motion:** To reject the retainage reduction for Barall & Konover Floors, Inc.

**Moved:** Member Palumbo

**Second:** Member Rose

**Discussion:** None

**With all in favor, the motion is passed.**

There was discussion about the plumbing in the science labs with all of the faucets. Mr. Shamas said it was all approved and nothing had come up.

Mr. Shamas reported that there are still 4 pieces of glass to be completed on 1/19/26.

He also reported that the film on gym windows was completed last week.

**8. NBPD – Update**

Mr. Banning has had conversations with the other vendors. Emme, Newfield, TRANE. There are a handful of items still hanging in the balance.

The issue of the cracked window- Newfield suggested the town would need to contact the window manufacturer directly. Mr. Banning will coordinate with Chief Lovelace on this. Newfield issue- list from IES's report that was not on the TRANE BMS. had to recheck some records.

The spec that covered a full building management system that was what Mr. Bialecki from IES was comparing to. That full VMS was an add alternate that was not exercised for \$123,000. They have 80% of the system. The spec without it was local controls it wouldn't have had any interface.

There was a question asked about whether the Chief has chosen a HVAC contractor for maintenance. It was reported that the Chief has hired Quality as HVAC contractor now until June of 2026 and then for one full year for about \$4,800.

Committee members reiterated that although Newfield keeps saying the Warranty has expired, it hasn't been when the system hasn't worked from day 1.

The EOC has had issues with their system. The way the space is operated, it has two different running systems. Even last week it was reported that the building was only 50 degrees.

Member Canosa mentioned a concern regarding the release of retainage. There has been a difficult time differentiating between what is a design issue and what is a construction issue. If it's not a construction issue and it was built to plans and spec there is nothing we can do to Newfield.

Member Palumbo stated that they are still having mechanical issues with the units. Mr. Banning stated that within the last 1.5 years there have been issues with one or more of the mechanical issues.

Member Canosa said there needs to be clarified on if it's a true warranty issue like the mechanical is not working the way it's supposed to work, do feel there's nothing new field can do because they're just GCC. But if they built it not to the plan and spec, then Newfield is at fault.

Purchasing Agent Fumiatti mentioned that in multiple meetings it had been discussed that the building was built to spec, and there was a design issue or a design difference.

Mr. Banning responded that the system was built to spec. The issues that linger are with the units kicking out because of freeze stat. That he does not consider to be a design issue. They are kicking out when they aren't supposed to due to them not protecting the coils and freezing of the systems in normal operation. Now there has been an issue with AHU1 and AHU3. That occurrence happened previously and was signed off on warranties and by the attorney's definition were punch list items and if the issue persists that it would fall under the warranty. That would then be a TRANE and/or ENCON response. With Newfield being the GC, they would need to contract TRANE and ENCON to have them go in and fix the issue.

Member Canosa responded that if Newfield is not responsive, a legal letter should be sent to them stating that they are breaching their contract. Purchasing Agent Fumiatti clarified that if a legal letter would be sent there would need to be specific items noted in the letter.

Purchasing Agent Fumiatti stated that if it is legitimately something that just happened, that really is not under warranted. If it's something that wasn't reoccurring and it just happened for the first time, they probably have a valid point that.

Mr. Banning discussed with Newfield about replacing the freeze stat with automatic resetting ones so then we don't have to wait until the building is 50 degrees.

**a. Clerk of the Works**

Vice Chairman Bailey was still listed a Clerk of The Works on the project. Vice Chairman Bailey said other then a few emails here and there isn't much going on.

**9. STWCC – Update**

**10. Invoices**

**Motion:** To approve the invoices below for the NBHS project.

**Moved:** Member Palumbo

**Second:** Member Rose

**Discussion:** None

**With all in favor, the motion is passed.**

Contractor	Invoice #	Inv Date	Invoice Amount
NBHS			
Gilbane	57	12/31/2025	\$20,933.09
Paul Griesse	2025-30	12/29/2025	\$1,250.00
Ciulla & Donofrio	26473	1/5/2026	\$977.50
CSG	51	12/31/2025	\$119.00
QA&M	17585	11/30/2025	\$4,880.00
QA&M	17652	12/31/2025	\$4,717.50

**Motion:** To increase the PO for Ciulla & Donofrio by \$2,500.

**Moved:** Member Palumbo

**Second:** Member Rose

**Discussion:** None

**With all in favor, the motion is passed.**

**Motion:** To increase the PO for QA+M by \$6,500.

**Moved:** Member Palumbo

**Second:** Member Rose

**Discussion:** None

**With all in favor, the motion is passed.**

**Motion:** To approve the invoices below for the Edward Smith Library HVAC project.

**Moved:** Member Palumbo

**Second:** Member Rose

**Discussion:** None

**With all in favor, the motion is passed.**

Contractor	Invoice #	Inv Date	Invoice Amount
EDW Smith Library			
AI Engineers	2	12/18/2025	\$17,202.04
AI Engineers	3	12/29/2025	\$6,030.00

**11. FYI – *Next regularly scheduled meetings 01/26/2026, 02/09/2026, 02/23/2026***

**12. Legal**

**13. Adjournment**

**Motion:** To adjourn at 7:25p.m.

**Moved:** Member Palumbo

**Second:** Vice Chairman Bailey

**With all in favor, the motion is passed.**

**Respectfully Submitted by: Kathleen Daly, Board Clerk**

**January 12, 2026**