

Trumbull High School Building Committee
MINUTES
February 13, 2013

Called to Order: The Chairman, Mr. Nugent called the meeting to order at 7:00 p.m.

Present: Ms. Bivona (arrived at 7:01 p.m.), Mr. Doyle (arrived at 7:08 p.m.), Ms. Flynn, Mr. Lemay, Mr. McCabe, Mr. Chmielewski, Mr. Jenkins, Mr. Nugent, Mr. Preusch (arrived at 7:10 p.m.), Mr. Ronnow (arrived at 7:12 p.m.), and Ms. Timpanelli.

Absent: Mr. Meisner.

Also Present: Carl A. Massaro, Town Council Chairman, Mr. Al. Barbarotta of AFB Construction Management (arrived at 7:30 p.m.), Mr. John Barbarotta of AFB Construction Management, Scott Celella Senior Principal of JCJ, Stephen Burgess of JCJ, William Ayles of JCJ, Brian Holmes of O&G, Joe Vetro of O&G, Tom Walsh of AP Construction and Attorney Jeff Donofrio.

Approval of Minutes:

Moved by Ms. Flynn, seconded by Mr. Lemay to accept 01-09-13 minutes as submitted.

VOTE Motion Carried 4-0-3 (ABSTENTION: McCabe, Jenkins and Chmielewski.)

Owner's Rep Update:

Mr. J. Barbarotta reported that the snow removal on the roof is complete, Ms. Timpanelli added that the custodians were pleased with the new snow removal equipment they were able to clear the sidewalks in 8 hours. Mr. Scott Colella of JCJ was introduced he will be the support for the close out portion of the project. Mr. J. Barbarotta reported that the project is moving along, PEC is working on the electrical, the alarm system is being wrapped up, and they will work the 3rd. shift next week to test the system and will then turn it over to the school. The commissioning of the HVAC system will begin the week of 2-18-13, the HVAC commissioning of the boiler rooms will begin tomorrow 02-14-2013. PEC is at the school working the 2nd shift and will be done by the end of the month. In response to MS. Flynn, Mr. Vetro stated the consequence for them not having finished on time is that they are absorbing the cost for working the second shift; the project is not responsible for that cost. Mr. Jenkins explained that there were a variety of issues as to why they were late.

(Mr. Doyle arrived at 7:08 p.m.)

Mr. J. Barbarotta explained that a major portion of the electrical is that they are going back and checking each light for the manufacturing defect that is not a delay that is their fault.

(Mr. Preusch arrived at 7:10 p.m.)

Mr. J. Barbarotta and Mr. Vetro confirmed that the punch list is 5 pages long.

(Mr. Ronnow arrived at 7:12 p.m.)

Mr. Vetro reviewed the Summary of Items for approval with the committee as follows:

Drywall Cost Items - 2011-2012	\$75,962
HVAC Premium Time -Aug. 2012	\$15,068
Ductwork Changes - 2012	\$12,256
Data and Power Changes - 2012	\$17,459
RFI #581 - Added Door Contacts	\$12,153
Wood Shop Power Changes	\$5,599
Metal Shop Power Changes	\$25,016
Power Changes in Ceramics	<u>\$8,215</u>
Total	\$171,728

Discussion and review of the items ensued. Mr. Vetro explained the drywall item included the OT for the summer, the HVAC included temporary duct issues, and the data involves a variety of power issues. The added door contacts are as a result of alarming the exterior doors (approximately 12-15 doors not on the print). Mr. Ayles explained Phase I included the addition of doors in the sprinkler room per the Fire Marshal's request, there were three doors given back as a credit from the greenhouse. Mr. J. Barbarotta explained that the ceramics room needs a transformer; the clay mixer machine was not on the drawings. The clay mixer was brought to the school via a grant. There are three-phase power machines, the 3 phase power is not available in the room, they did have it available but the panel is now full. Mr. Doyle expressed concern over the panel being full since this is a like-new-renovation and there will not be extra feeds available for the future. In the Metal Shop it is basically the same power issue as the Ceramics room, although they were scheduled to have two welders and to get one new, they now have 3+1. The committee discussed these power changes at length. Mr. Ayles stated that the power was designed based on what existing equipment was there the additional equipment was an unknown, they had to work with a best guess. Mr. Burgess indicated that what was specified was UL power; the Fire Marshal wanted complete UL. Ms. Flynn noted for the record that the project is coming to the end and would appreciate someone to come to the committee and be able to present exactly what it was that a particular space had prior to the renovation, what was assigned to the space and what it is that they still need, she spoke against how the conversation goes round and round. Mr. Lemay stated that the design did not meet the teacher's needs. Mr. Burgess indicated that the teacher changed, the program then changed with the teacher. Mr. J. Barbarotta stated that there was not enough power for the existing equipment and there is pressure from the school because the teacher can not teach. Mr. Donofrio stated that the committee has previously approved the OT for the drywall and the HVAC OT. Mr. Preusch stated that the drywall had been an estimate, the electrical and the door contacts are new all others on the list have been included in the Cost Summary Report under the Estimated Pending Changes. The Chair clarified that the first 5 items are included in the Cost Summary Report (CM Contingencies).

Mr. Holmes distributed the Cost Summary Report to the committee. Mr. A. Barbarotta confirmed that all of the items had been vetted with the architect and the CM; there is no question the work has been done, although not all was pre-authorized by AFB and does need to be paid. They had met with JCJ yesterday to review the claims; people involved are working together and own up to what was missed, this is all part of the closing out process of a project. It is not possible to design the unseen (above the ceiling) until it is taken apart. AFB recommended payment.

1. Moved by Ms. Flynn, seconded by Ms. Bivona to approve the Drywall Cost Items - 2011-2012 -\$75,962. VOTE Motion CARRIED unanimously.
2. Moved by Ms. Flynn, seconded by Ms. Bivona to approve the HVAC Premium Time -Aug. 2012 - \$15,068. MOTION CARRIED unanimously.
3. Moved by Ms. Flynn, seconded by Ms. Bivona to approve the Ductwork Changes - 2012-\$12,256. VOTE: Motion CARRIED unanimously.
4. Moved by Ms. Flynn, seconded by Ms. Bivona to approve the Data and Power Changes - 2012 - \$17,459. VOTE: Motion CARRIED unanimously.
5. Moved by Ms. Flynn, seconded by Ms. Bivona to approve the RFI #581 - Added Door Contacts - \$12,153. VOTE: Motion CARRIED unanimously.
6. Moved by Ms. Flynn, seconded by Ms. Bivona to approve the Wood Shop Power Changes- \$5,599. The Chair stated that he was comfortable approving the Wood Shop and Ceramics not the Metal Shop item. Mr. Jenkins stated that the last 3 items should be vetted out. Mr. A. Barbarotta stated the original power was taken out; this is included in one of the legal items with regard to the premium time. Mr. Doyle spoke to his concern that there is not additional power capacity. VOTE: Motion CARRIED 9-2 (AGAINST: Lemay and Jenkins).
7. Moved by Ms. Flynn, seconded by Ms. Bivona to approve the Metal Shop Power Changes-\$25,016. Mr. Preusch stated this had been designed to the program request. Mr. Ayles indicated that there will be a meeting on Friday with JCJ, DTC and O&G to make sure there is enough power, DTC and JCJ is reengaged. Mr. Colella indicated that there are resolution issues and is engaged, JCJ will be here until they

are finished. The chair spoke against this item. VOTE: Motion Failed 6-5 (Against: McCabe, Nugent, Lemay, Preusch and Jenkins).

8. Moved by Ms. Flynn, seconded by Ms. Bivona to approve the Power Changes in Ceramics- \$8,215. VOTE: Motion CARRIED 9-2 (AGAINST: Jenkins and Lemay).

Mr. A. Barbarotta reported that he had attended the Town Council sub-committee, the full Town Council and the BoE meeting. All would like to see the Additional Scope Item List finalized. The Town Council hired the professional team and wants the team to be responsible, AFB will stay as the Owner's Rep, and the sense is to hold the project team together. The BoE questioned and requested the stairwell work. Mr. Massaro explained going back to the regular Town Council January update the Additional Items List was reviewed, since then there has been another list. There were two resolutions before the Town Council at the February meeting, one was to approve the list, and no one has disagreed that the list needs to be finalized. This list during the timeframe from the February sub-committee meeting to the full council meeting had increased with an additional 5 items with no pricing, this resolution was postponed to March 2013 Full Town Council meeting. At the February Town Council meeting it was determined that everything on the list did not have an approved design, which means they would need to be presented to the State for approval, this was an important discovery. There is one architect, one CM and one Owner's rep. This same list of items has grown at this meeting, by \$600,000. There is an approved bonding amount; the concession stand will be handled by the Public Works Department, just as the sidewalks were. This list will largely consume the contingencies and will bring the project alarmingly close to the full bonding amount. The generator discussion at the EMSBC has very preliminary numbers at \$500,000 to \$1 million, this represents only equipment no soft costs. The THSBC should go through the Additional Scope List, refine it and refer it back to the Town Council; the council will then weigh it all. The Town Council could choose to do less than what the THSBC approves. The THSBC questioned whether the Town Council has final control, even if the committee is under budget. Mr. Massaro confirmed this for the committee and further explained that no criticism is intended, the point is to get to the final list, the final cost of the project and to complete the project. The EMSBC was created to not burden this committee while it was trying to get the school open for September. The generator will have to be presented to the State for reimbursement just as the List of Additional Items will need to be. Mr. A. Barbarotta expects a favorable response from the State; it will be presented like a change order and will need to be approved. There are some items on the list that they do not know what they will be yet, (i.e. the wall at the front of the school - this could be planters, a wall or balls that you see at Target). This will need to be determined then they will be able to refine the numbers. Atty. Donofrio stated that the items need committee approval to be able to proceed to next step. Mr. Preusch explained that the list is comprised of conceptual estimates and design fees; they will need program info to design each. Mr. Collela explained that the numbers were based on an individual basis not collectively. Mr. Preusch explained that is why the numbers seem high.

The THSBC reviewed the Additional Scope Items List in detail and considered each individual item by motion and vote as follows - (complete list attached):

Item #	Motion	Discussion & Vote
1.	Moved by Mr. Lemay, seconded by Ms. Bivona.	VOTE: Motion CARRIED unanimously.
2.	Moved by Mr. Ronnow, seconded Ms. Bivona.	The transcript room was not on the plans, they will use an old mechanical room, and if this item is bid they will need a drawing/design. Mr. A. Barbarotta indicated that not all items on the list will need be designed. VOTE: Motion CARRIED unanimously.
3.		By unanimous consent the THSBC approved this item. This item has been carried in the budget.
4.		By unanimous consent the THSBC approved this item. This item has been carried in the budget.

5.		By unanimous consent the THSBC approved this item. This item has been carried in the budget.
6.		By unanimous consent the THSBC approved this item. This item has been carried in the budget.
7.		By unanimous consent the THSBC approved this item. This item has been carried in the budget.
8.	Moved by Mr. Lemay, seconded by Ms. Bivona.	VOTE: Motion CARRIED 10-1 (AGAINST: Flynn)
9.		By unanimous consent the THSBC approved this item. This item has been carried in the budget.
10.	Moved by Ms. Flynn, seconded by Mr. Chmielewski to approve the repair the two (2) ceilings and holes back to the existing conditions.	VOTE: Motion CARRIED unanimously.
11.		By unanimous consent the THSBC approved this item. This item has been carried in the budget.
12.	Moved by Mr. Lemay, seconded by Ms. Timpanelli.	Mr. Burgess stated that JCJ will have a discussion on this item, the thermostat is in the locker room, this is not balanced, DTC and JCJ will be in discussion on this item. VOTE: Motion CARRIED unanimously.
13.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	Mr. Ayles stated that another door needs to be purchased this could be handled as by a RFI. Mr. J. Barbarotta stated that the specified ed. office has changed; they will have to knock through block wall to give access. VOTE: Motion FAILED 2-9 (IN FAVOR: Bivona and Preusch).
14.	Moved by Mr. Lemay, seconded by Ms. Bivona.	\$10,000 had already been approved for the desks; this represents an additional moving cost. VOTE: Motion CARRIED unanimously.
15.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	VOTE: Motion CARRIED 10-1 (AGAINST: Jenkins)
16.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	VOTE: Motion CARRIED 10-1 (AGAINST: Lemay)
17.	Moved by Mr. Lemay, seconded by Mr. Doyle.	This is an increased door and design fee. Mr. Burgess explained that this was a very labor intensive item, it entailed several meetings, inventory of every door, preparation of the documents, hiring a consultant and the submittal process. This was the largest submittal to date. VOTE: Motion CARRIED 10-1 (AGAINST: Jenkins)
18.		By unanimous consent the THSBC approved this item. This item has been carried in the budget.
19.		By unanimous consent the THSBC approved this item. This item has been carried in the budget, but there is no one to install.
20.		This number has been cut in half due to the fact that they bought the necessary equipment for the BoE custodians to do the work.
21.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	VOTE: Motion CARRIED unanimously.
22.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	They will take the mechanical room, the conference room can not fit 12 people. VOTE: Motion CARRIED 10-1 (AGAINST: Jenkins)

23.	Moved by Mr. Lemay, seconded by Mr. Chmielewski to approve roof, access, lighting and screening.	This had not been considered and was not part of the design, there is no way to get to certain equipment, more access to all units is needed the Fire Marshal wants this; this also includes screening of the roof top equipment, (front screening in budget). VOTE: Motion CARRIED unanimously.
24.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	All doors meet code. VOTE: Motion FAILS 0-11.
25.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	Mr. J. Barbarotta stated this is a request from the BoE Facility Manager, (two additional zones) they wanted 3-4. Mr. A. Barbarotta stated that the AV had to be separated. VOTE: Motion CARRIED unanimously.
26.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	Ms. Bivona stated that the old classroom had windows for additional ventilation, this class was moved to the interior of the building, the pre-alarm went off as designed, and there was smoke in the room. Mr. Ayles stated that they are looking for a manual switch to the alarm. VOTE: Motion CARRIED 10-1 (AGAINST: Jenkins).
27.	Moved by Mr. Ronnow, seconded by Mr. Lemay to have the experts work with security on a reasonably priced barrier.	VOTE: Motion CARRIED 6-5 (AGAINST: Chmielewski, Nugent, Flynn, Preusch and Timpanelli).
28.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	VOTE: Motion CARRIED unanimously.
29. & 23	Moved by Mr. Jenkins, seconded by Mr. McCabe.	VOTE: Motion CARRIED unanimously. (Mr. Chmielewski left the meeting at 9:54 p.m.)
30.	Moved by Mr. Ronnow, seconded by Ms. Bivona to approve additional lighting without the loss of LEED points and not having to dig up the new parking lot.	This represents an item for the LEED certification, the old lights pointed towards the parking lot, the new lights point down, there is not enough light for the far corners of the lot, (both back ends of the lot). This could loose a point for the LEED and the certification. The committee spoke to safety first. Mr. Jenkins stated that the project has come down a long path for the LEED certification, this would jeopardize that and needs to be carefully considered. Mr. Ayles stated that the option is to not to dig up the poles or in order to keep the LEED point you would need to dig up the paved surface. The committee discussed solar options; the professionals will speak to DTC on this item. VOTE: Motion CARRIED unanimously.
31.	32. Concession Stand - No Vote necessary	
33.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	1. VOTE: Motion CARRIED unanimously.
34.	Moved by Mr. Ronnow, seconded by Ms. Bivona. (Mr. Doyle left the meeting).	2. VOTE: Motion FAILED 0-9
35.	Moved by Mr. Jenkins, seconded by Mr. Lemay to remove this item from the list. The welding hood was installed in a closet. The architect and Owner's Rep will work this out. (Mr. Doyle returned to the meeting at 10:13 p.m.)	VOTE: Motion CARRIED unanimously.
36.	Moved by Mr. Jenkins, seconded by Ms. Flynn.	VOTE: Motion FAILED 0-10. (Mr. Lemay left the meeting at 10:15 p.m.)
37.	Moved by Mr. Doyle, seconded by Ms. Flynn.	VOTE: Motion CARRIED unanimously.
38.	Moved by Ms. Flynn, seconded by Ms. Timpanelli.	VOTE: Motion CARRIED unanimously.
39.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	VOTE: Motion CARRIED unanimously.

40.	This item is included in \$16, no need to vote.	
41.	Moved by Mr. Ronnow, seconded by Ms. Bivona. If needed.	VOTE: Motion CARRIED unanimously.
42.	Moved by Mr. Ronnow, seconded by Ms. Bivona.	The mechanical room shelving is in piles needs to be put together. VOTE: Motion CARRIED unanimously.

JCJ and the CM. JCJ will need to provide a proposal representing design work; the proposal numbers for the CM will include supervision for this summer or next summer. They are in agreement to complete the punch list. The Owner's Rep contract is up on Feb. 1, 2013. Ms. Timpanelli stated that in October 2013 NEASC will be coming to the high school they can not have any construction at the high school in October. The THSBC discussed that the doors and roof are long lead items.

The THSBC agreed unanimously that the next scheduled meeting would be on Wednesday, February 27, 2013 at 7:00 p.m. at the Helen Plumb Building.

Approval of Invoices:

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the AFB App. #55 for a period through 1-31-2013 in the amount of \$28,146.68. This is the end there is no contract in place. VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the 5 Apple Invoices: #4217444062, 4217250183, 4217091610, 4217865722 for a total amount of \$121,107. VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the Dumouchel 3 invoices: for a total amount of \$1,403.95. VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the JCJ invoice #51 dated 12-31-12 & #51 dated 01-31-13 for a total amount of \$2,808.67. VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the O&G Ind. Application #46 for a period through 02/01/13 in the amount of \$38,615. VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the Ockers Inv. #111018 dated 01/24/13 in the amount of \$9,250. VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the RnB Inv.# 50242 dated 11/7/2012 in the amount of \$159,400.50 (smart boards). VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the TelServ Inv. #18500 dated 01/2/2013 in the amount of \$170. VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve 4 Wholesale Computer Invoices in the total amount of \$220,549.10. VOTE: Motion Carried unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the William B. Meyer Inv. #C1165/1 dated 7/10/12 and Inv. #1165/8 dated 1/15/13 in the total amount of \$448. VOTE: Motion CARRIED unanimously.

Moved by Ms. Flynn, seconded by Ms. Bivona to approve the JCJ Inv. #48 dated 9-30-12 in the amount of \$30,886.81. VOTE: Motion CARRIED unanimously 9-1 (AGAINST: Flynn)

Moved by Mr. Ronnow, seconded by Ms. Bivona to approve the Ciulla & Donofrio Invoice #16248 dated 02-02-13 in the amount of \$1,561.50. VOTE: Motion CARRIED unanimously.

There being no further business to discuss the THSBC adjourned by unanimous consent at 10:40 p.m.

Respectfully Submitted,

Margaret D. Mastroni, Clerk

Additional Scope Items
FOR DISCUSSION PURPOSES ONLY

Item #	Description	Long Lead	Conceptual Amount		Design Fee by JCJ	Comments	THSBC Appvl Y or N
			Controlled by				
			Owner	CM			
1	CAPT Room			\$35,000	\$ 6,300	1rm.- need all facilities - ht. , lts., A/C, gyp, pt, clgs. elec., flr. data, etc	
2	Transcript Room			\$10,000	\$ 5,100	1rm.- need some facilities - ht. , lts., A/C, pt, clgs. elec., flr ? . etc	
3	New Windows in lieu of Fire Shutters			\$30,000	not needed	CO to Massey now?? confirm they will do	
4	Acoustic Panels (practice room)			\$15,000	not needed	CO to Massey / Acoustics now?? confirm they will do	
5	White/Tack Boards			\$25,000	\$ 6,300	Allowance - qty/location unknown	
6	Additional Smart Boards			\$30,000	\$ 4,650	Allowance - qty/location unknown	
7	Replace Floor Base			Inc in cost of work	not needed	Resource floor to do now	
8	Motorization of Backboards			\$40,000	\$ 7,800		
9	Misc Gym Padding			\$9,000	not needed	CO to THP now?? confirm they will do	
10	Ceilings/Walls at Stairs			\$100,000	\$ 15,000		
11	Additional Lockers A&B & M House			\$30,000	\$ 4,200	Allowance - qty/location unknown; base required? electrostatic paint existing?	
12	HVAC Controls at Gym Lockers			\$40,000	\$ 7,200		
13	Door for Special Ed Room	yes				Included with Doors in item #17	
14	Additional Moving Costs		\$ 25,000		not needed	By Owner	
15	Extend Area of Museum			\$10,000	\$ 4,000		
16	Sound in Media Center			\$3,000	not needed	CO to THP now?? confirm they will do	
17	Replace Doors/Hardware	yes		\$250,000	\$ 40,000		
18	Gym Window Tinting			\$8,500	not needed	CO to THP now?? confirm they will do	
19	Acoustic Doors at Bandroom			\$35,000	not needed	Door on site; confirm THP will do install as CO	
20	Terrazo Floor Refinishing		\$ 275,000		not needed	By Owner	
21	Replace Room Signs	yes		\$35,000	not needed		
22	Add Conference Rooms to A & C			\$70,000	\$ 20,000	2 rooms need complete fit out w/ or without bds? and type?	
23	Roof Access, Lighting, Screening, Signage	yes		\$500,000	\$ 50,000	scope totally unknown	
24	Automatic Access 2 Entries			\$60,000	\$ 13,200		
25	Additional Security Zones			\$15,000	\$ 4,800	contacts to 6 locations, added wiring + AV room	
26	Exhaust Fans @ Food Lab			\$15,000	\$ 5,000	TBD; required by Code?	
27	Added Barrier @ Front of School			\$80,000	\$ 10,500		
28	Inspect Tunnels fo Asbestos		\$ 50,000		not needed	By Owner	
29	Ships Ladder & Stair @ Roof			\$7,500	\$ 3,600		

Additional Scope Items
FOR DISCUSSION PURPOSES ONLY

Item #	Description	Long Lead	Conceptual Amount		Design Fee by JCI	Comments	THSBC Appl Y or N
			Controlled by				
			Owner	CM			
30	Add Lighting @ Parking	yes		\$100,000	\$ 12,600	LEED Implication	
31	Concession Stand		\$ 515,000		not needed	By Owner	
32	Add Sound System at Cafeteria			\$ 25,000	\$ 12,450		
	Miscellaneous Work			\$100,000			
33	Exhaust Vent in Graphics Art			in above \$100k	\$ 10,500		
34	Relocate Welding Hood			in above \$100k	\$ 14,400		
35	Patch Floor in Gym Closet			in above \$100k	not needed		
36	Remove Media Center Depository			in above \$100k	not needed		
37	VCT in Kitchen Wmn's Locker			in above \$100k	not needed		
38	Add Window in AV Studio			in above \$100k	\$ 2,400		
39	Hang Sound System at Media C			in item 16			
40	Add Sign Lighting in Main Lobby			in above \$100k	\$ 4,200		
41	Shelving at Closets			in above \$100k	not needed		
			\$ 865,000	\$ 1,678,000	\$ 264,200	Note Design Fees Do Not Include - CA During Construction, Expedited Documentation, BSF Review, Specification Preparation	
	CM Fees & Reimbursables			Not included at this time			



O&G INDUSTRIES, INC. / A.P. CONSTRUCTION A JOINT VENTURE

TRUMBULL HIGH SCHOOL

72 STROBEL ROAD

TRUMBULL, CT 06611

Renovation Project

CURRENT COST ANALYSIS

February 13, 2013

OWNERS REPRESENTATIVE

AFB MANAGEMENT

622 CLINTON AVE., BRIDGEPORT, CT 06604

ARCHITECT

JCJ ARCHITECTURE, INC. / WILES + ARCHITECTS

38 PROSPECT ST., HARTFORD, CT 06103



**Trumbull High School Renovation
Cost Summary Data
2/13/2013**

DRAFT

Construction Costs	
Status of Construction Costs	
Original GMP	\$ 50,171,602
Scope Added by Public Bid (BP 2.19 & 5.04)	\$ 721,876
Revised GMP w/Scope Added	\$ 50,893,478
Approved Change Orders	\$ 2,045,713
Estimated & Pending Changes	\$ 679,122
Sub-Total Projected GMP	\$ 53,618,313
CM Contingency Remaining	\$ 1,158,062
Soft Costs	
Owners Cost - See Breakdown	\$ 10,891,791
Total Estimated Project Costs	\$ 64,510,104
Current Bonding Release	\$ 66,672,000
Variance = Estimated Owner Contingency	\$ 2,161,896
Additional Scope Items	
Concession Stand Construction - Budget	\$ 515,000
Additional Scope Items to be Managed by CM	\$ 1,678,000
Additional Scope Items - Design - (Provided by JcJ)	\$ 264,200
Additional Scope Items to be Managed by Owner	\$ 350,000
Sub-Total Anticipated Scope Revisions	\$ 2,807,200

TRUMBULL HIGH SCHOOL

OWNER "SOFT" COSTS:

DRAFT

Updated 02/07/13

Line Item	NOTE - (THESE ARE SHOWN FOR GENERAL INFORMATION ONLY, O&GIAP CONST HAS NO ACCURATE RECORD OF, AND NO CONTROL OVER THESE COSTS. OWNER MUST CONFIRM ALL OF THESE COSTS)	Budget	Anticipated Total
1	Land Acquisition		
2	A/E Fees	\$ 3,311,925	\$ 3,523,250
	a. A/E Reimbursables	\$ 151,000	\$ 151,000
3	Misc. Administration Costs	\$ 45,000	\$ 45,000
4	Surveying (For Scope Outside of A/E Fees)	\$ -	\$ -
5	Borings & GeoTech	\$ 11,950	\$ 11,950
6	Traffic Study (inc in A/E Reimbursables)	\$ -	\$ -
7	Peer Review	\$ 12,500	\$ 4,900
8	Testing & Special Inspections	\$ 85,000	\$ 58,267
9	Independent Code Compliance Review	\$ -	\$ -
10	Bid Printing & Mailing	\$ 45,000	\$ 34,928
11	FF&E Consultant	\$ 80,680	\$ 90,680
12	Tech Consultant (inc in A/E Fees \$41,952)	\$ -	\$ -
13	Abatement Consultant	\$ 68,700	\$ 200,000
14	Insurance (Builders Risk)	\$ 163,969	\$ 163,969
15	Legal	\$ 100,000	\$ 100,000
16	Financing (reduced by Finance Director on 4/30/2012)	\$ 1,404,088	\$ 404,088
	Moving & Storage	\$ 100,000	\$ 112,979
18	CT Educational Permit Fee (By CM)	\$ -	\$ -
19	Commissioning Agent	\$ 167,683	\$ 167,000
20	Owners Representative	\$ 592,400	\$ 1,018,000
21	Owner Consultant (FZA)	\$ -	\$ 69,358
22	Misc. Work Items Contracted Directly by Owner	\$ 29,546	\$ 71,770
23	Building Official Fees - Local Review	\$ 9,500	\$ 9,500
24	F.F. & E - per email from JcJ dated 10/3/2012	\$ 919,320	\$ 1,214,106
	Furnish Additional Desks per THSBC 11/14/12	\$ -	\$ 96,000
25	Technology Equipment per email from JcJ dated 10/3/2012	\$ 750,000	\$ 1,153,590
	Police Communication System	\$ -	\$ 97,291
	New to Program - 90 Computers - add in JcJ email 10/3/2012	\$ -	\$ 82,620

Line Item	NOTE - (THESE ARE SHOWN FOR GENERAL INFORMATION ONLY, O&GIAP CONST HAS NO ACCURATE RECORD OF, AND NO CONTROL OVER THESE COSTS. OWNER MUST CONFIRM ALL OF THESE COSTS)	Budget	Anticipated Total
26	Telephone System (Portion to be bought direct by Owner)	\$ 125,000	\$ 116,546
27	Security	\$ -	\$ -
28	On Site work by Town (2010)	\$ 25,000	\$ 25,000
29	Paving by Town - 2012 (Allowance)	\$ -	\$ 770,000
30	Abatement (Allowance)	\$ 750,000	\$ 800,000
31	Fire Safing (Allowance)	\$ -	\$ 300,000
SUBTOTAL - SOFT COSTS (ESTIMATED)		\$ 8,948,261	\$ 10,891,791

**COMMERCIAL PROPERTY ASSESSED
CLEAN ENERGY ("C-PACE") AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20 __, by and between _____, **CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut established under Public Act No. 11-80 (and codified in Section 16-245n of the Connecticut General Statutes) (the "Authority").

RECITALS

WHEREAS, Commercial Property Assessed Clean Energy (C-PACE) is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

WHEREAS, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a C-PACE program in Connecticut.

WHEREAS, Section 157 of the Act directed the Authority to establish a commercial sustainable energy program, and authorized the Authority to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

WHEREAS, to secure financing for the program, the Authority and the municipality are authorized to enter into a written agreement, as approved by the municipality's legislative body, pursuant to which the municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties.

WHEREAS, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

Section 1 - Definitions.

(a) "Energy improvements" means any renovation or retrofitting of qualifying commercial real property to reduce energy consumption or installation of a renewable energy system to service qualifying commercial real property, provided such renovation, retrofit or installation is permanently fixed to such qualifying commercial real property.

(b) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.

(c) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units.

(d) "Benefitted property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.

(e) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.

(f) "Benefit assessment" means the assessment authorized by the Act.

Section 2 - Obligations of the Authority.

(a) **Program Requirements.** Pursuant to the Act, the Authority:

(1) shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act,

(2) shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Authority,

(3) shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

- i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
- ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
- iii. the total benefit assessment payments made to the Authority in respect of all qualifying commercial real properties; and

- iv. for each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
 - A. the date of the financing agreement,
 - B. the outstanding amount of the financing,
 - C. the total principal balance and accrued interest outstanding, and
 - D. the annual payment(s) due to the Authority (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) shall establish the position of commercial sustainable energy program liaison within the Authority,

(5) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property,

(6) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and

(7) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) **Project Requirements.** If a benefitted property owner requests financing from the Authority for energy improvements under the Act, the Authority shall:

(1) require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing,

(2) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program, and

(3) require that the property owner provide written notice, not less than thirty days prior to the recording of any lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to the Act.

(c) **Financing Agreement for Project.** The Authority may enter into a financing agreement with the property owner of qualifying commercial real property. The financing agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property upon completion of the energy improvements. The Authority shall disclose to the property owner the costs and risks associated with participating in

the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment provided for in the financing agreement. The Authority shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Authority shall notify the property owner that such owner may rescind any financing agreement entered into not later than three business days after such financing agreement is executed by the property owner and delivered to the Authority. The financing agreement shall provide for the consent of existing mortgage holders for the benefit assessment lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

(d) **Determination of Estimated and Final Benefit Assessments and Payments.**

(1) In connection with the completion and execution of the financing agreement, the Authority shall determine the estimated benefit assessment and provide written notice of the estimated benefit assessment to the Municipality.

(2) Upon completion of the energy improvements to the qualifying commercial property, the Authority shall determine the final benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Authority shall provide written notice of the final benefit assessment and interest rate to the Municipality.

(3) It is anticipated that the Authority will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Authority will change its practices to the extent possible to correspond with the Municipality's practices.

Section 3 - Obligations of the Municipality.

(a) **Placing of Caveat on Land Records.** Upon receiving written notice from the Authority of the estimated benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly place a caveat on the land records (on a form provided by the Authority after consultation with the municipality) indicating that a benefit assessment and lien is anticipated upon completion of energy improvements for the qualifying commercial real property. The Authority will reimburse the municipality the cost charged by the Town Clerk for recordation of the caveat.

(b) **Levy of Benefit Assessment.** Upon receiving written notice from the Authority of the final benefit assessment as provided in Section 2(d)(2) herein, the Municipality shall promptly levy on the next grand list the benefit assessment against the qualifying commercial

real property especially benefitted by the energy improvements financed by the Authority, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment. As provided in the Act, the benefit assessments levied (on a form provided by the Authority after consultation with the municipality) pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Authority will reimburse the municipality the cost charged by the Town Clerk for recording the lien. Such lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(c) **Continuation, Recording and Release of Lien.** As provided in the Act, each benefit assessment lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such benefit assessment lien. The Authority shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(d) **Assignment of Benefit Assessment Lien.**

(1) Upon the written request of the Authority, the Municipality shall assign to the Authority any and all liens filed by the Municipality's tax collector, as provided in this Agreement. The Authority may sell or assign, for consideration, any and all liens received from the Municipality. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as the Authority and the Municipality and its tax collector would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Authority may sell or assign any and all liens received from the Municipality under Section 3(d) of this Agreement to a trustee for the benefit of the holders of the Authority's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Authority's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Authority. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(e) **Billing and Collection; Payment to the Authority.**

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Authority and identifying the Authority as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Authority or its assignee no later than the last business day of the second month after the month that the amounts are collected. The Municipality will provide monthly collection reports to the Authority, and the Authority, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Authority and Municipality agree to provide each other with such reasonable information as they may request and the Authority and the Municipality agree to provide such information in a computer format satisfactory to the other.

(f) Collection of Delinquent Payments.

(1) If (i) the benefit assessment liens have not been assigned to the Authority pursuant to Section 3(d) of this Agreement, or (ii) the Authority makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Authority may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the lien securing delinquent benefit assessments. The agreement may also provide that the Authority shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(2) The Municipality will provide written notice to the Authority of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Authority shall provide

written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

(g) Promotion of Program; Assistance for Authority Financing.

(1) The Municipality shall use good faith efforts to assist the Authority in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Authority to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

Section 4 - Indemnification.

The Authority agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees to the extent of available proceeds derived from the benefit assessments from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the performance of the services to be provided by the Municipality under this Agreement. This provision shall survive termination of this Agreement.

Section 5 - Term.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding.

Section 6 -Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 7(c) of this Agreement.

Section 7 - Miscellaneous Provisions.

(a) **Assignment or Transfer.** Except as provided in Section 3(d) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Authority's bonds, notes or other obligations. If approval of the assignment by the holders of the Authority's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(b) **Amendment and Termination.** After the Authority sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Authority's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(c) **Severability.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) **Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

If to the Authority:

Clean Energy Finance and Investment Authority
865 Brook Street
Rocky Hill, Connecticut 06067
Attention: President

(g) **Amendment and Waivers.** Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Authority and the Municipality.

(h) **Applicable Law and Venue.** This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.

(i) **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) **Headings.** The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(k) **Affirmation of Applicable Executive Orders.** To the extent applicable to this Agreement, Municipality acknowledges that it will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Municipality and the Authority have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

ATTEST:

[CITY/TOWN OF _____]

By: _____

Its: _____

As to the signatory of the Municipality above,
Signed and delivered in the presence of:

Name:

Name:

APPROVED AS TO FORM:

[Town Attorney/Corporation Counsel]

**CLEAN ENERGY FINANCE AND
INVESTMENT AUTHORITY**

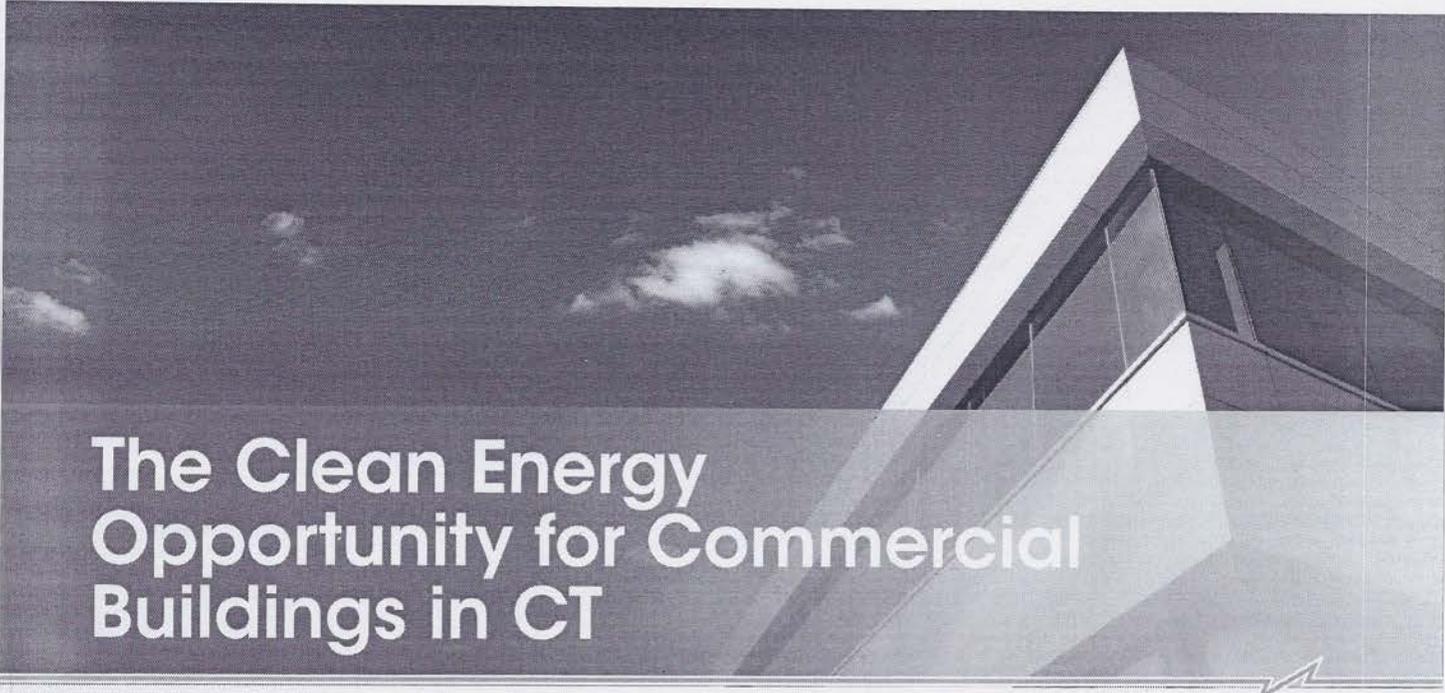
By: _____
Bryan T. Garcia, President

As to the signatory of the Authority
above, signed and delivered in the
presence of:

Name:

Name:

2396839v1



The Clean Energy Opportunity for Commercial Buildings in CT

Property Assessed Clean Energy

In 2012, Connecticut passed legislation enabling Property Assessed Clean Energy or "PACE", an innovative financing model that will allow building owners across the state to access cleaner, cheaper, and more reliable energy. Hundreds of millions of dollars in energy upgrades are possible in Connecticut and PACE will enable our state to access the private capital to finance it.

How does PACE financing work?

PACE is a tax-lien financing program that allows interested property owners to finance qualifying energy efficiency and clean energy improvements on their buildings through an additional charge ("assessment") on their property tax. Similar to a sewer tax assessment, capital provided under a PACE program is secured by a lien on the owner's property tax bill and paid back over time. Like other benefit assessments, the PACE lien is a non-accelerating, senior lien secured by the property. The repayment obligation transfers automatically to the next owner if the property is sold. Because the payment is tied to the property tax, low interest capital can be raised from the private sector with no government financing required. This arrangement spreads the cost of clean energy improvements – such as energy efficient boilers, upgraded insulation, new windows, or solar installations – over the expected life of the measure.

Program Description

Connecticut's Commercial & Industrial PACE (C-PACE) program, which is administered by the Clean Energy Finance and Investment Authority (CEFIA), offers financing to commercial, industrial, and multi-family property owners. This game-changing program is available statewide; any interested municipalities can opt-in through an agreement with CEFIA. Eligible upgrades will reduce the energy consumption and / or provide clean energy to the property. Although there is no financing minimum, PACE financing is best suited for capital improvements greater than \$150,000.

There are 4 steps to accessing PACE financing:

1. Choose your upgrades. Work with an energy auditor or contractor to identify projects that reduce energy use and will be eligible for PACE financing.
2. Apply on CEFIA's C-PACE website for financing. CEFIA will work with you to secure low-cost financing.
3. Install project and get funding. When approved, CEFIA will request a lien to be placed on your property and funding will be dispersed once the project is completed.
4. Make Payments. Repay your PACE financing through a line item on your property tax bill over the course of up to 20 years. If you sell the property, the assessment stays with the building.

What types of buildings are eligible?

- **LOCATION:** The property is located within a municipality that has adopted a resolution joining the C-PACE program.
- **OWNERSHIP:** The applicant is the legal owner of the property and all the legal owners of such property agree to participate.
- **PROPERTY TYPE:** The property must be non-residential, or 5 or more dwelling units, and pay property taxes or have a property tax ID.
- **PROPERTY-BASED DEBT:** The property must be current on property tax and assessment payments. The property owner must not have any involuntary liens, defaults, or judgments applicable to the subject property.
- **LENDER CONSENT:** The property owner must provide evidence that the mortgage holder(s) on the property consents to the PACE assessment, if applicable.

What types of upgrades are eligible?



- High efficiency lighting
- Heating ventilation air conditioning (HVAC) upgrades and controls
- High efficiency chillers, boilers, furnaces and water heating systems
- Building enclosure/envelope improvements
- Building automation (energy management) systems
- Renewable energy systems
- See www.ctcleanenergy.com/cpace for a complete list

CEFIA's "open market" PACE program

In the initial phase of the C-PACE program in Connecticut, CEFIA is pursuing an owner-arranged program. In this model, financing is provided by private investors. Investors are attracted to the security of the tax lien and work directly with property owners to negotiate rates and terms. CEFIA acts as a conduit for the repayment of the assessment and also as a matchmaker connecting property owners with private market financing partners. Various credit enhancements may be available to accelerate the use and adoption of this financial program.

The "pooled bond/warehouse" model for PACE

Once the PACE program ramps up to scale, CEFIA intends to explore developing a pooled bond model for PACE. In this model, CEFIA will secure a line of credit from a private investor to use in funding the PACE program. The private investor will warehouse the assessments until they reach a certain amount and then CEFIA would issue a bond to replenish the line of credit.

Benefits of PACE Financing

PACE financing offers a broad range of benefits to municipalities, building owners, mortgage holders, investors and energy efficiency / renewable energy contractors.

A complete discussion of these benefits can be found online at www.ctcleanenergy.com/CPACEbenefits

FOR MORE INFORMATION

Contact **Jessica Bailey**,

**Director, Commercial and Industrial PACE
Clean Energy Finance and Investment Authority**

jessica.bailey@ctcleanenergy.com

(860) 257-2888

or visit ctcleanenergy.com/cpace



CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY

C-PACE

A CLEAN ENERGY FINANCE TOOL FOR BUILDINGS

- ▶ **Who is CEFIA?**
- ▶ **What is C-PACE?**
- ▶ **CEFIA's Role in Designing C-PACE**
- ▶ **The C-PACE Advantage**
- ▶ **The C-PACE Process**

CEFIA is Connecticut's Green Bank

Attract and deploy capital to finance the clean energy goals for Connecticut



Develop and implement strategies that bring down the cost of clean energy in order to make it more accessible and affordable to consumers



Reduce reliance on grants, rebates and other subsidies and move towards innovative low-cost financing of clean energy deployment



- ▶ **Who is CEFIA?**
- ▶ **What is C-PACE?**
- ▶ **CEFIA's Role in Designing C-PACE**
- ▶ **C-PACE Advantage**
- ▶ **The C-PACE Process**

“Property Assessed Clean Energy”



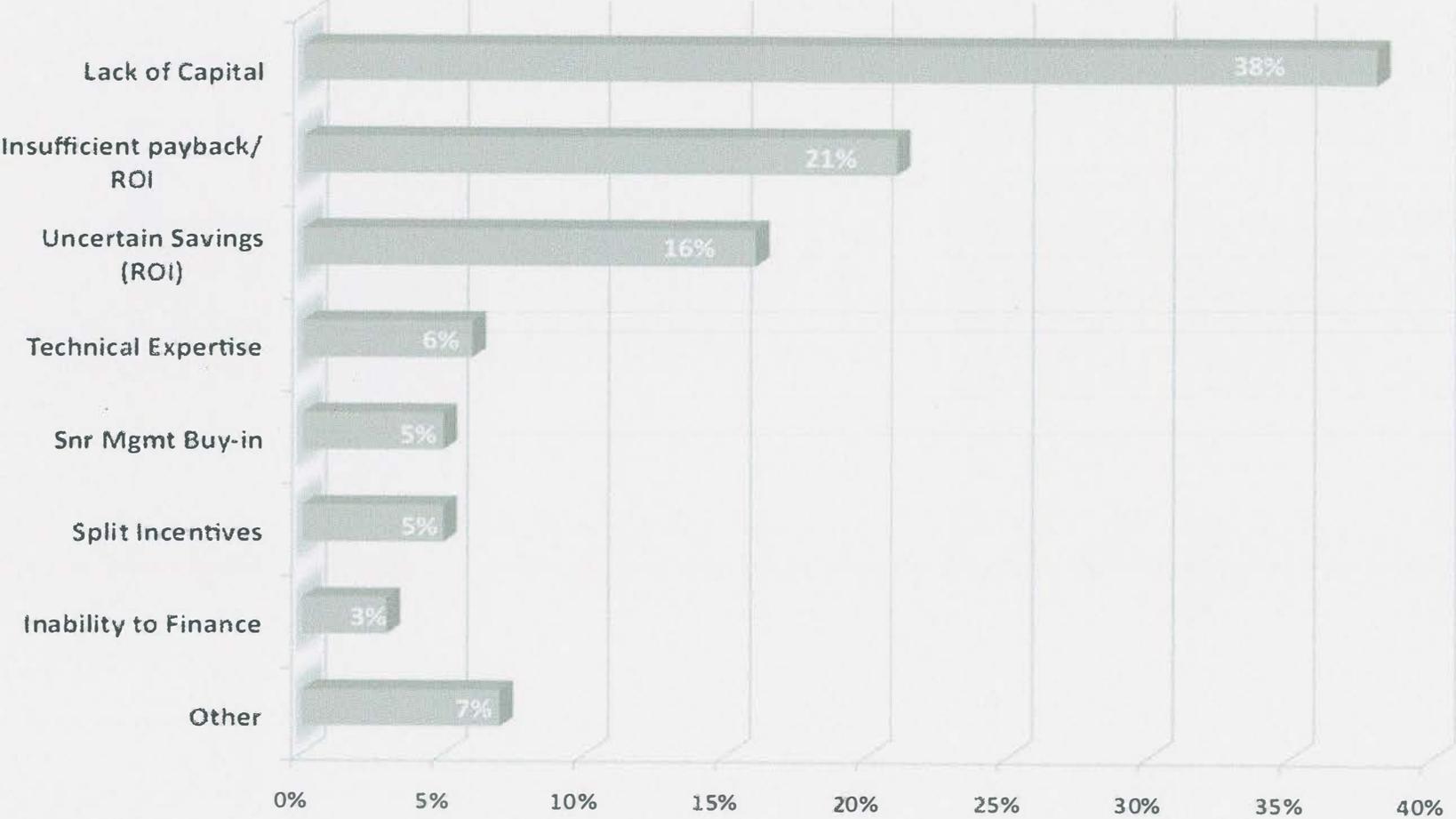
- ▶ An innovative financing structure that enables commercial, industrial, and multi-family property owners to access financing for qualified energy upgrades and repay through a benefit assessment on their property tax.

Private capital provides 100% upfront, low-cost, long-term funding

Repayment through property taxes

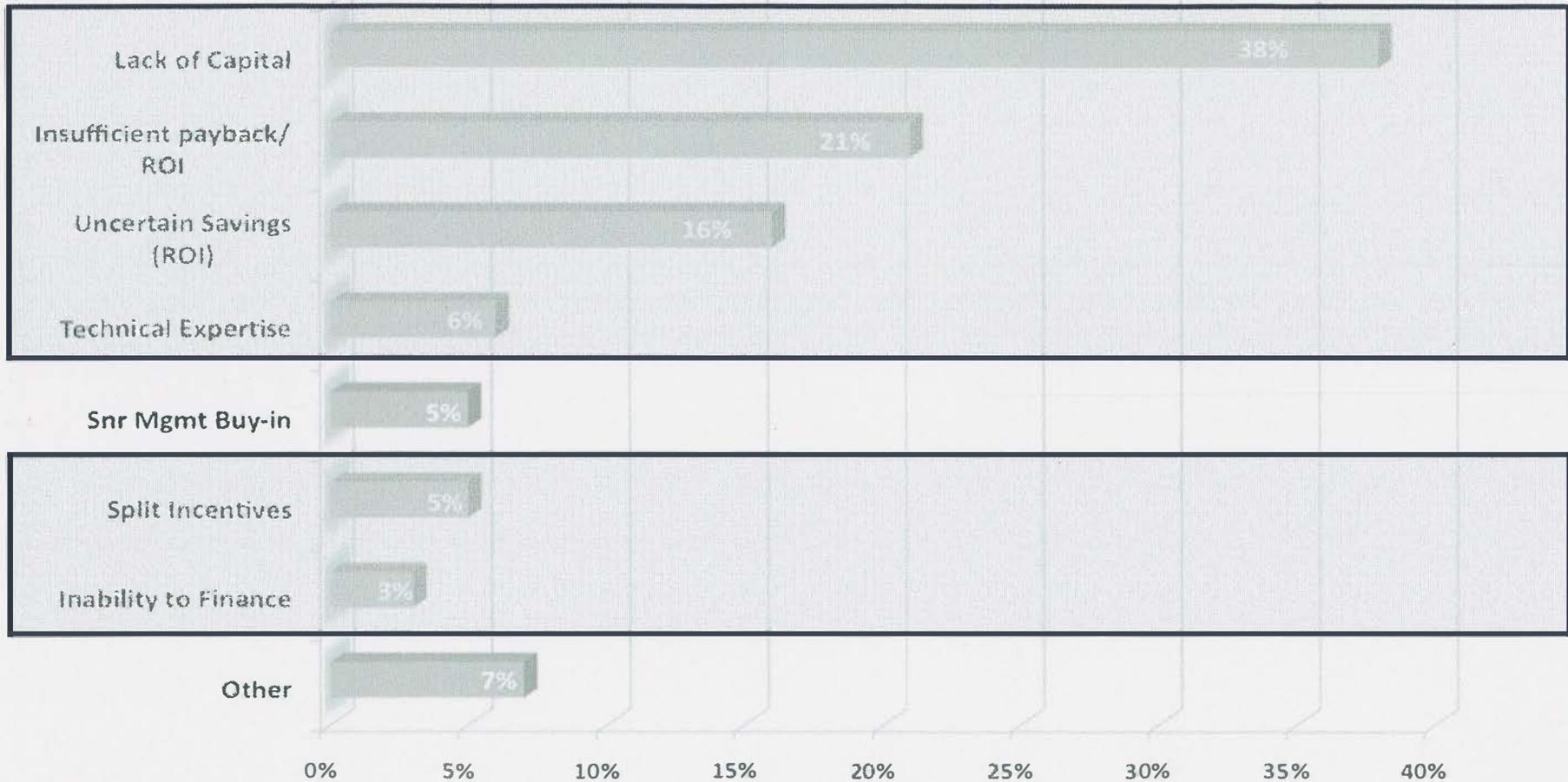
A senior PACE lien is put on the property and stays regardless of ownership

CRE owners face barriers to upgrades



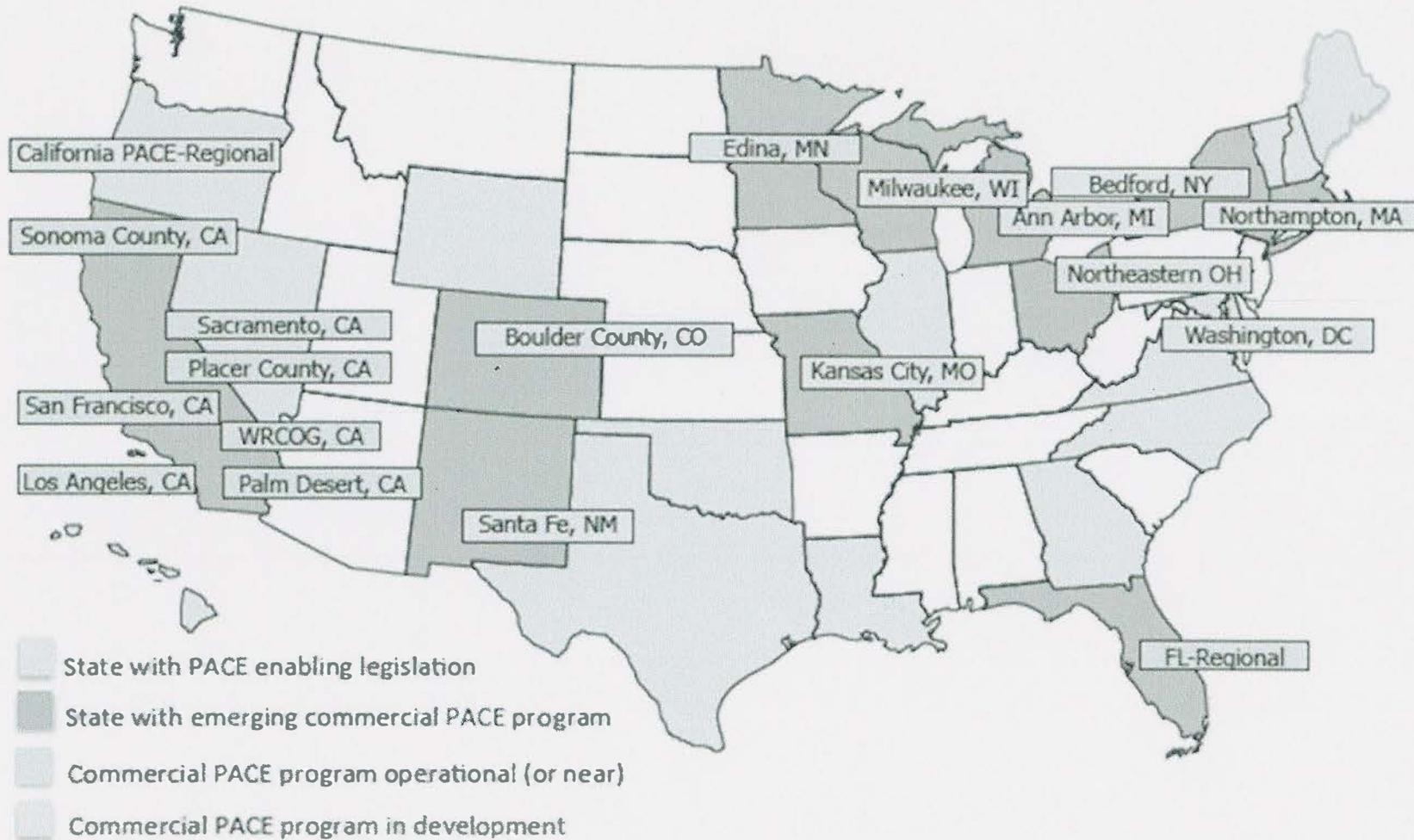
REFERENCES
EE Indicator – NA 2010, Johnson Controls and International
Facilities Management Association (IFMA)

PACE addresses key barriers



REFERENCES
EE Indicator – NA 2010, Johnson Controls and International
Facilities Management Association (IFMA)

PACE is around the country





- ▶ **Commercial, industrial & multi-family** property
- ▶ Requires the **consent of the existing mortgage lender.**
- ▶ Requires **SIR>1**; permanently affixed
- ▶ Enables **municipalities** to opt-in
- ▶ Enables **CEFIA** to administer a statewide program

- ▶ **Who is CEFIA?**
- ▶ **What is C-PACE?**
- ▶ **CEFIA's Role in Designing C-PACE**
- ▶ **The C-PACE Advantage**
- ▶ **The C-PACE Process**

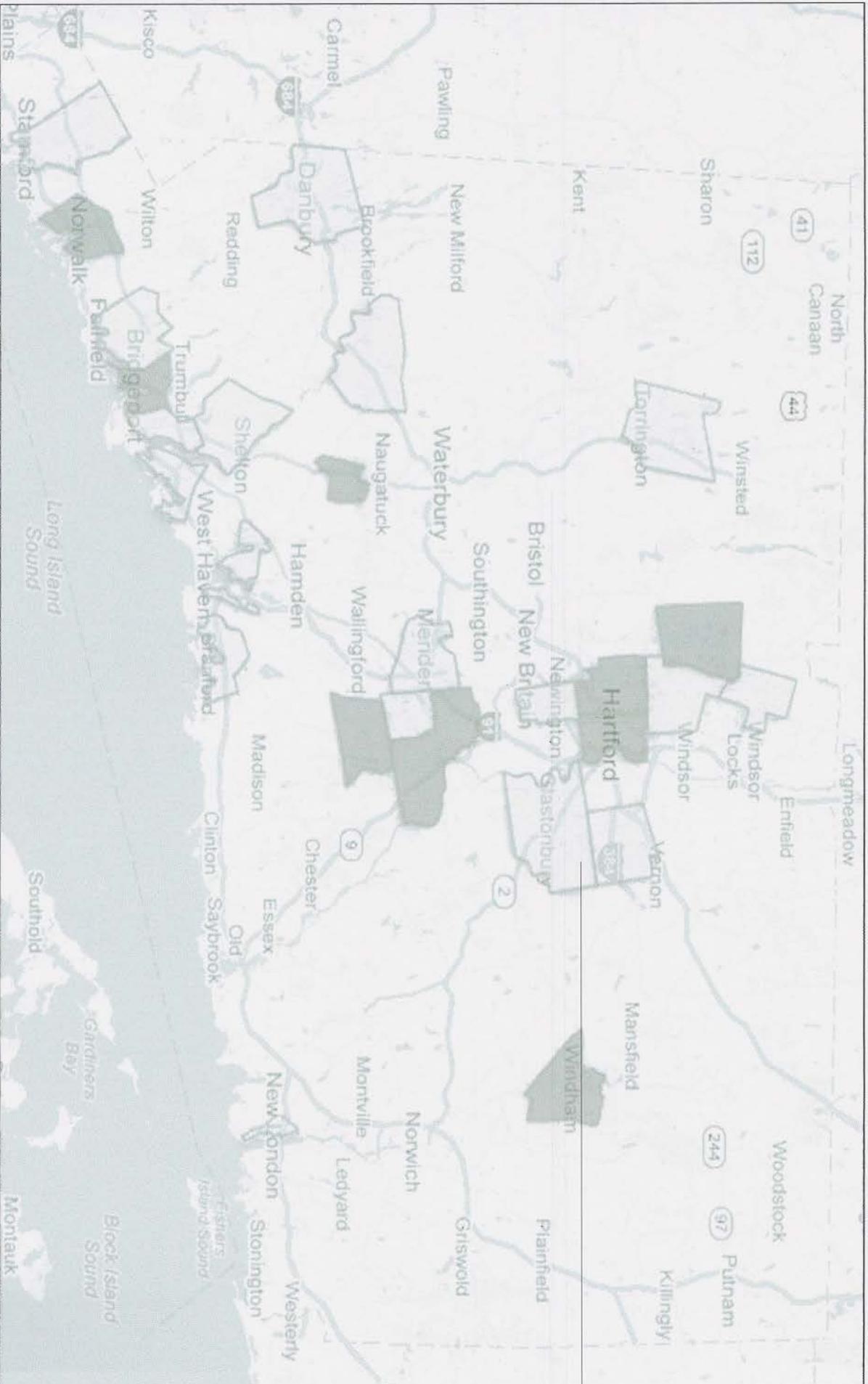
CEFIA's Role in PACE



CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY



PACE Opportunities in CT



C-PACE Municipalities

- ▶ **Windham**
- ▶ **Beacon Falls**
- ▶ **Westport**
- ▶ **Durham**
- ▶ **Middletown**
- ▶ **Stamford**
- ▶ **Hartford**
- ▶ **West Hartford**
- ▶ **Bridgeport**
- ▶ **Norwalk**
- ▶ **Simsbury**

Coming soon: Torrington, Waterbury, East Granby, Fairfield, Stratford, Manchester, Wethersfield, New Haven, Meriden, Plymouth, Cheshire

Website & Application Intake



CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY

cpace CREATING CLEAN ENERGY OPPORTUNITIES

[HOME](#)
[ABOUT](#)
[PARTNER WITH US](#)
[REGISTRATION](#)
[WEB APP](#)

Connecticut is moving towards an energy future that is cleaner, cheaper, and more reliable.

CEIFA is launching a finance program that will allow commercial and industrial building owners to access capital to upgrade their buildings.

[LEARN MORE >](#)

FEATURED BUILDINGS Use the map below to discover more about our most recent energy efficient buildings in Connecticut, or [EXPLOR ALL 50 BUILDINGS >](#)

State Capitol Energy Efficiency [VIEW DETAILS >](#)

Emerson Hospital
 Yale University - The Markins Library
 Connecticut Science Center
 Energy Efficiency

[EXPLOR ALL 50 BUILDINGS >](#)

FEATURED PROJECTS Learn about some of our current energy efficient investments, or [VIEW ALL 40 PROJECTS >](#)

State Capitol [VIEW DETAILS >](#)

State Capitol [VIEW DETAILS >](#)

State Capitol [VIEW DETAILS >](#)

POWERED BY **HB**

cpace CREATING CLEAN ENERGY OPPORTUNITIES

[HOME](#)
[ABOUT](#)
[PARTNER WITH US](#)
[REGISTRATION](#)
[WEB APP](#)

step two | building information

Address of Property

Date of construction

Is a parking area associated with the building? Yes No

Gross square footage

Who occupies this property?

Date and description of last major renovation

What type fuel use?

Electricity provider

Do you currently pay property taxes on building? Yes No

Are payments current? Yes No

Is there a current mortgage on this property? Yes No

Upload recent annual financial statement of property

Property assessed value Date of last assessment Estimated current value

Amount of debt

Are mortgage payments current? Yes No

Do you have clear title to the property with no encumbrances? Yes No

Are there any outstanding tax liens or notices of default? Yes No

[CONTINUE >](#)

POWERED BY **HB**

CEFIA's Role in PACE



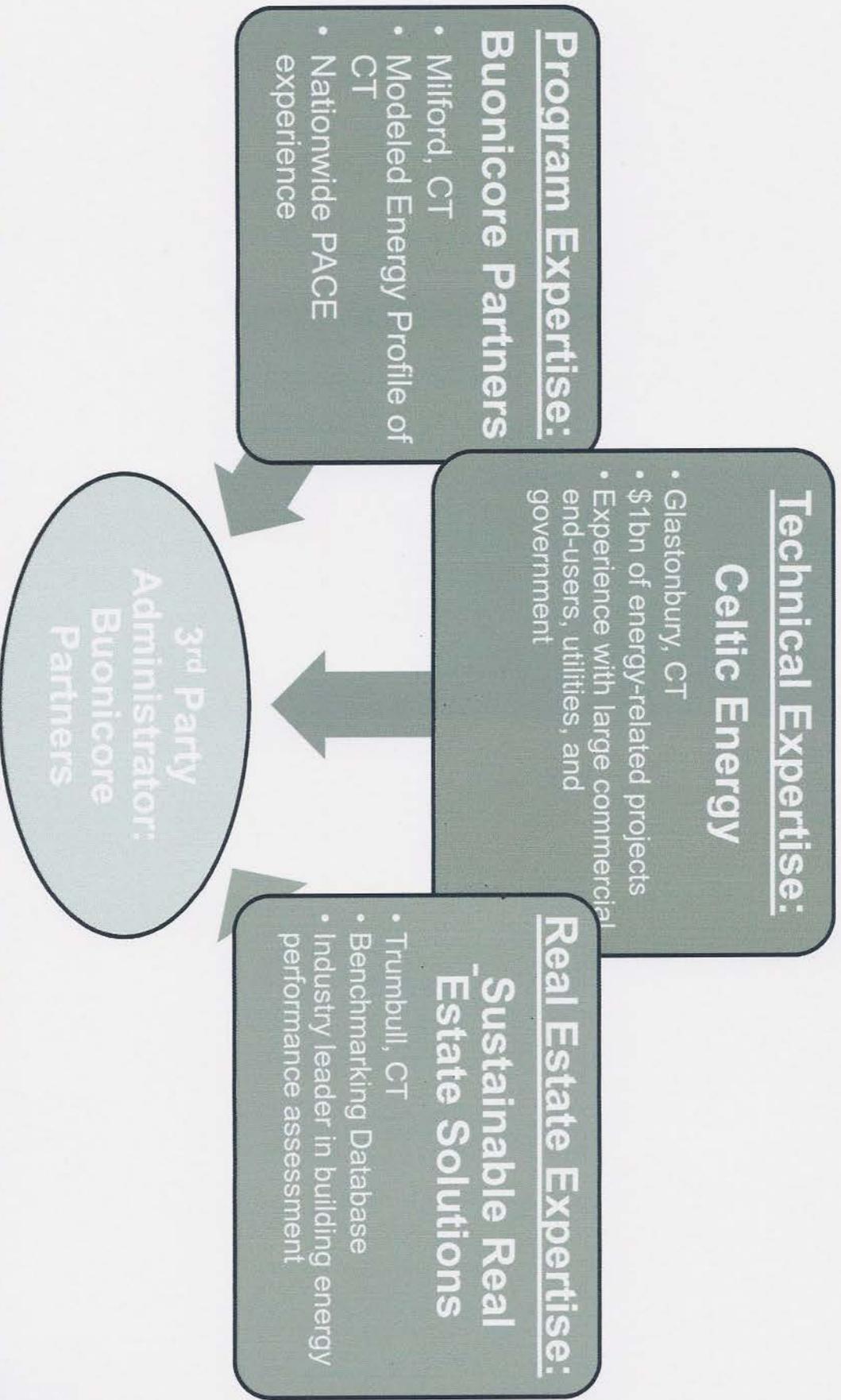
CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY



Technical Underwriting



CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY



PCL XL error

Subsystem: TEXT

Error: InternalError 0x50

Operator: Text

Position: 4103

Consented to @
2-6-13 meeting



**TOWN OF TRUMBULL
ECONOMIC AND COMMUNITY DEVELOPMENT COMMISSION**

January 9, 2013

VIA E-MAIL DELIVERY

Margaret D. Mastroni
Town Council Clerk, Town of Trumbull
5866 Main Street
Trumbull, Connecticut 06611

**Re: Town Council February 2013 Meeting
Connecticut Property Assessed Clean Energy Program (C-PACE)**

Dear Ms. Mastroni:

On behalf of the Town's Economic and Community Development Commission (ECDC), kindly accept this letter for submission to the Town Council at its February 2013 general meeting.

The Town's Economic & Community Development Director, Edward Lavernoch, has presented the Commission with information concerning a new program being introduced by the State, the Connecticut Property Assessed Clean Energy Program (C-PACE). Our current understanding of C-PACE is that it is a program intended to promote energy efficient ("green") improvements by local businesses through a public/private financing mechanism. Several municipalities throughout the State have either approved, or are in the process of approving, their participation in C-PACE. Participation in C-PACE, both for municipalities as well as businesses interested in involving themselves with the program, is voluntary. We understand that the Town Council will soon be presented with a resolution allowing for Trumbull to participate in C-PACE.

From the perspective of the ECDC, participation by the Town in C-PACE would be a benefit to Trumbull as well as our business community. C-PACE would provide an option for local businesses seeking to pursue financing for green improvements to their businesses. Working to provide an environment in the Town which fosters appropriate business growth, development

Trumbull Town Council
January 9, 2013

and retention is a key goal of the ECDC. We believe that C-PACE, as a tool that the Town can offer to interested local businesses, can be a productive means to further accomplish this goal.

Based on the information currently available to us, C-PACE would entail no financial obligation by the Town and minimal administrative duties by the Town departments. We encourage the Town Council to fully investigate C-PACE to ensure that the Town bears no risks associated with the program. If there are no such risks, Trumbull's participation in C-PACE would be a worthwhile activity to further create an environment conducive to desirable development as well as promote a competitive advantage for the Town over other municipalities that do not have C-PACE to offer to their businesses.

Mr. Lavernoich continues to investigate the details of a C-PACE program in Trumbull and is happy to answer any questions you may have regarding same.

Thank you in advance for your review and consideration of this program.

Very truly yours,

Scott M. Wich
Chairman
Town of Trumbull
Economic and Community Development Commission

cc: Timothy M. Herbst, First Selectman, Town of Trumbull (via hand delivery)
Carl A. Massaro, Jr., Chairman, Trumbull Town Council (via e-mail)
Edward Lavernoich, Director, Trumbull Economic & Community Development
Commission (via hand delivery)