

TOWN COUNCIL
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5005



AGENDA No .711

- I CALL TO ORDER
- II MOMENT OF SILENCE
- III PLEDGE OF ALLEGIANCE
- IV ROLL CALL
- V APPROVAL OF MINUTES
- VI NEW BUSINESS

DATE: June 3, 2013
TIME: 8:00 P.M.
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a regular meeting Monday, June 3, 2013 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

DISCUSSION ITEM:

- Trumbull High School Building Committee Update

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1. RESOLUTION TC24-136: To consider and act upon a resolution entitled "RESOLUTION APPROPRIATING \$5,650,000 FOR THE TRUMBULL (TOWN) CAPITAL IMPROVEMENT PLAN 2013-2014 AND AUTHORIZING THE ISSUE OF \$5,650,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE." (Finance)
 2. RESOLUTION TC24-137: To consider and act upon a resolution entitled "RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF NOT EXCEEDING \$30.0 MILLION TOWN OF TRUMBULL GENERAL OBLIGATION REFUNDING BONDS, AUTHORIZING COMBINING INTO ONE ISSUE AND MAKING DETERMINATIONS WITH THE REFUNDING BONDS ANY OTHER AUTHORIZED BUT UNISSUED BONDS OF THE TOWN, AUTHORIZING AGREEMENTS FOR THE INVESTMENT OF REFUNDING ESCROW AND ITS REINVESTMENT OVER ITS TERM." (Finance)
 3. RESOLUTION TC24-138: To consider and act upon "RESOLUTION AUTHORIZING TOWN OF TRUMBULL WRITTEN PROCEDURES WITH RESPECT TO TAX EXEMPT BOND POST ISSUANCE COMPLIANCE." (Finance)

4. RESOLUTION TC24-132: To consider and act upon a resolution which would amend Chapter 8 Garbage and Trash of the Trumbull Municipal to include Article V Requirements For Residential Recycling Haulers. (L&A) *(Public Hearing)*
5. RESOLUTION TC24-133: To consider and act upon a resolution which would amend Chapter 8 Garbage and Trash of the Trumbull Municipal Code to include Article VI Requirements For Commercial Recycling Haulers. (L&A) *(Public Hearing)*
6. RESOLUTION TC24-134: To consider and act upon a resolution, which would amend Chapter 5 Buildings and Building Regulations, section 5-3, Schedule of permit fees, subsection (9) Fire Marshal fees of the Trumbull Municipal Code. (L&A) *(Public Hearing)*
7. RESOLUTION TC24-135: To consider and act upon a resolution which would approve the following programs as eligible under the Neighborhood Assistance Act; St. Vincent's Special Needs Center, Inc. Augmentative Communication Services -\$20,000, Patrons of the Trumbull Nature & Arts Center, Inc. Solar Lighting - \$24,500, Patrons of the Trumbull Nature & Arts Center, Inc. Educational Greenhouse -\$3,400, Patrons of the Trumbull Nature & Arts Center, Inc. Outdoor Nature Exploration Classroom- \$5,000, Patrons of the Trumbull Nature & Arts Center, Inc. Living Green, Living Local - \$3,400, Southwestern Area Health Education Center, Inc. Providing Smiles for Greater Bridgeport-\$23,280, The Connecticut Radio Information System, Inc. Audio Programming for People with Disabilities \$25,000; will require post project review if full amount of request is obtained. (L&A) *(Public Hearing)*
8. RESOLUTION TC24-131: To consider and act upon a resolution which would adopt an Emergency Contingency Plan for the Elections. (L&A)
9. RESOLUTION TC24-139: To consider and act upon a resolution which would approve Grant Thornton as the auditor for the Trumbull High School Renovate-As-New project as recommended by the Trumbull High School Audit Committee and the First Selectman. (L&A)
10. RESOLUTION TC24-140: To consider and act upon a resolution which would authorize the First Selectman to execute a grant with the State Department of Education Youth Services Bureau for funding to the Mary J. Sherlach Counseling Center in the amount of \$25,429 in matched funds. (L&A)
11. RESOLUTION TC24-129: To consider and act upon a resolution which would authorize and direct First Selectman Timothy M. Herbst on behalf of the Town of Trumbull, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein. (Finance)
12. RESOLUTION TC24-141: To consider and act upon a resolution which would approve the reappointment by the First Selectman of Eric Gross of 117 Suzanne Circle as a member of the Ethics Commission for a term extending to December 5, 2016. (Finance)

VII ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO

Carl A. Massaro, Jr., Chairman
Trumbull Town Council

RESOLUTIONS

1. RESOLUTION TC24-136: BE IT RESOLVED, That a resolution entitled “RESOLUTION APPROPRIATING \$5,650,000 FOR THE TRUMBULL (TOWN) CAPITAL IMPROVEMENT PLAN 2013-2014 AND AUTHORIZING THE ISSUE OF \$5,650,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE” is hereby approved. *(Full Resolution Attached)*
2. RESOLUTION TC24-137: BE IT RESOLVED, That a resolution entitled “RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF NOT EXCEEDING \$30.0 MILLION TOWN OF TRUMBULL GENERAL OBLIGATION REFUNDING BONDS, AUTHORIZING COMBINING INTO ONE ISSUE AND MAKING DETERMINATIONS WITH THE REFUNDING BONDS ANY OTHER AUTHORIZED BUT UNISSUED BONDS OF THE TOWN, AUTHORIZING AGREEMENTS FOR THE INVESTMENT OF REFUNDING ESCROW AND ITS REINVESTMENT OVER ITS TERM” is hereby approved. *(Full Resolution Attached)*
3. RESOLUTION TC24-138: BE IT HEREBY RESOLVED THE TOWN WRITTEN PROCEDURES WITH RESPECT TO TAX EXEMPT BOND POST ISSUANCE COMPLIANCE AS ATTACHED HERETO, ARE HEREBY APPROVED. *(Full Resolution Attached)*
4. RESOLUTION TC24-132: BE IT RESOLVED AND ORDAINED, That Chapter 8 Garbage and Trash of the Trumbull Municipal Code is hereby amended to include Article V Requirements For Residential Recycling Haulers. *(Full Resolution Attached)*
5. RESOLUTION TC24-133: BE IT RESOLVED AND ORDAINED, That Chapter 8 Garbage and Trash of the Trumbull Municipal Code is hereby amended to include Article VI Requirements For Commercial Recycling Haulers. *(Full Resolution Attached)*
6. RESOLUTION TC24-134: BE IT RESOLVED AND ORDAINED, That Chapter 5 Buildings and Building Regulations, section 5-3, Schedule of permit fees, subsection (9) Fire Marshal fees of the Trumbull Municipal Code is hereby amended. *(Fee Schedule Attached)*
7. RESOLUTION TC24-135: BE IT RESOLVED, That the following programs are eligible under the neighborhood assistance act; St. Vincent’s Special Needs Center, Inc. Augmentative Communication Services -\$20,000, Patrons of the Trumbull Nature & Arts Center, Inc. Solar Lighting - \$24,500, Patrons of the Trumbull Nature & Arts Center, Inc. Educational Greenhouse -\$3,400, Patrons of the Trumbull Nature & Arts Center, Inc. Outdoor Nature Exploration Classroom- \$5,000, Patrons of the Trumbull Nature & Arts Center, Inc. Living Green, Living Local - \$3,400, Southwestern Area Health Education Center, Inc. Providing Smiles for Greater Bridgeport-\$23,280, The Connecticut Radio Information System, Inc. Audio Programming for People with Disabilities \$25,000; will require post project review if full amount of request is obtained.
8. RESOLUTION TC24-131: BE IT RESOLVED, That an Emergency Contingency Plan for the Elections if hereby adopted.
9. RESOLUTION TC24-139: BE IT RESOLVED, That Grant Thornton is hereby approved as the auditor for the Trumbull High School Renovate-As-New Project as recommended by the Trumbull High School Audit Committee and the First Selectman.

10. RESOLUTION TC24-140: BE IT RESOLVED, that the First Selectman is hereby authorized to execute a grant with the State Department of Education Youth Services Bureau for funding to the Mary J. Sherlach Counseling Center in the amount of \$25,429 in matched funds.
11. RESOLUTION TC24-129: BE IT RESOLVED, That First Selectman Timothy M. Herbst, be and same, is hereby authorized and directed, on behalf of the Town of Trumbull, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein. *(Full Resolution Attached)*
12. RESOLUTION TC24-141: BE IT RESOLVED, That the reappointment by the First Selectman of Eric Gross of 117 Suzanne Circle as a member of the Ethics Commission, be and the same is hereby approved for a term extending to December 5, 2016.

RESOLUTION APPROPRIATING \$5,650,000 FOR THE TRUMBULL (TOWN) CAPITAL IMPROVEMENT PLAN 2013-2014 AND AUTHORIZING THE ISSUE OF \$5,650,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of \$5,650,000 is appropriated for the planning, acquisition and construction of the Town of Trumbull (Town) Capital Improvement Plan 2013-2014, as adopted and amended by the Town Council from time to time, and consisting of: (i) roadways; (ii) work on Public Facilities including the Trumbull Library, Town Hall, Police Headquarters, the Senior Center, the Public Works Yard and the EMS Building; (iii) Fleet and equipment; (iv) other projects, consisting of recreation, roads, and environment projects; and (v) enterprise (WPCA), and for appurtenances, equipment and services related thereto, or for so much thereof or such additional improvements as may be accomplished within said appropriation, and for administrative, advertising, printing, legal and financing costs to the extent paid therefrom. Said appropriation shall be in addition to grant funding and all prior appropriations for said purpose. The Town Council may by resolution transfer funding herein authorized among projects within the 2013-2014 Town CIP.

Section 2. To meet said appropriation \$5,650,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. Said bonds may be issued in one or more series as determined by the First Selectman and the Town Treasurer (hereafter the Town Officials), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. Capital project revenues, including bid premiums and investment income derived from investment of bond proceeds (and net investment income derived from note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The remaining appropriation and bond authorization shall be reduced by the amount of capital project revenues so credited. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Joseph Fasi LLC, Attorneys-at-law, Bond Counsel of Hartford. They shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and

the interest thereon and will be paid from property taxation to the extent not paid from other sources. The aggregate principal amount of the bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds, shall be determined by the Town Officials, in accordance with the General Statutes of the State of Connecticut, as amended.

Section 3. Said bonds shall be sold by the Town Officials, in a competitive offering or by negotiation, in their discretion. If sold at competitive offering, the bonds shall be sold upon sealed proposals, auction, or similar competitive process at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, the provisions of purchase agreement shall be approved by the Town Officials.

Section 4. The Town Officials, are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Joseph Fasi LLC, Attorneys-at-law, Bond Counsel of Hartford, and be certified by a bank or trust company designated by the Town Officials, pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and will be paid from property taxation to the extent not paid from other sources. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The Town (the "Issuer") hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and after the date of passage of this ordinance in the maximum amount and for the capital project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to

pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration.

Section 6. The Town Officials, are hereby authorized to exercise all powers conferred by section 3-20e of the general statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.

Section 7. It is hereby found and determined that it is in public interest to issue all, or a portion of, the Bonds, Notes or other obligations of the Town as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law including but not limited to any "tax credit bonds" or "Build America Bonds" including Direct Payment and Tax Credit versions.

**RESOLUTION WITH RESPECT TO THE AUTHORIZATION,
ISSUANCE AND SALE OF NOT EXCEEDING \$30.0 MILLION
TOWN OF TRUMBULL GENERAL OBLIGATION
REFUNDING BONDS, AUTHORIZING COMBINING INTO
ONE ISSUE AND MAKING DETERMINATIONS WITH THE
REFUNDING BONDS ANY OTHER AUTHORIZED BUT
UNISSUED BONDS OF THE TOWN, AUTHORIZING
AGREEMENTS FOR THE INVESTMENT OF REFUNDING
ESCROW AND ITS REINVESTMENT OVER ITS TERM**

Section 1. \$30.0 Million principal amount of refunding bonds of the Town of Trumbull, or so much thereof as shall be necessary, are hereby authorized to be issued and the proceeds there from appropriated for the purpose of refunding, including advance refunding, all or any portion of the aggregate principal amount of any issue of Town of Trumbull (hereinafter, the "Town") General Obligation Bonds now or hereafter outstanding or hereafter authorized, issued and outstanding, (the "Prior Bonds"), including but not limited to outstanding bonds of the Town's 2004, 2007 and 2008 issues and for the payment of all fees and expenses incurred in connection therewith, including redemption price, legal, fiscal advisor, underwriting, accounting, escrow verification, investment broker, printing, rating agencies, registrar, transfer and paying and escrow agents, printing, and such other costs and expenses, and those necessary, appropriate or customarily incurred in connection with the refunding of bonds.

Section 2. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the First Selectman and Town Treasurer (the "Town Officials"). They shall bear such rate or rates of interest or sold at such price or prices, including discount or premium with respect to par, as shall be determined by the Town Officials pursuant to Section 7-370 of the General Statutes. The bonds and notes shall be general obligations of the Town, and each bond and note shall recite that every requirement of law relating to its issue has been duly complied with, that it is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon, and will be paid from property taxation to the extent not paid from other sources. The aggregate principal amount of refunding bonds to be issued, the particular issue or portion thereof they shall refund, the annual installments of principal, redemption provisions, if any, the date, time and manner of issue and sale, interest rate on the bonds, designation of registration transfer and paying agent, financial advisor, underwriter, verification agent or other service providers to facilitate the issuance of the bonds and the transactions herein authorized, and other terms, details and particulars of such bonds, and their issuance and the use and investment of proceeds, including issuance premium, if any, shall be determined by the Town Officials in accordance with the General Statutes of the State of Connecticut, as amended, including but not limited to 7-370 et. seq. The refunding bonds authorized herein may be issued in one or more series, at one or more times and from time to

time, provided that, the aggregate principal amount of all such refunding bonds issued shall not exceed \$30.0 Million.

Section 3. The Town Officials are hereby authorized on behalf of the Town to enter into bond purchase contracts for the sale of the bonds, insurance or other credit enhancement contracts, escrow agreements, investment contracts to invest the proceeds of the bonds pending their use for the purposes of the issue, including purchasing open market treasury securities, State and Local Government Series, or any investment permitted by law, to enter into interest rate swap agreements or other agreements and determinations authorized by Section 7-370b and 7-370c, and to execute and deliver such other contracts or certificates necessary or appropriate to consummate the issuance of bonds and transactions herein contemplated, to contract with agents to act on behalf of the Town with respect to any of the foregoing and to apply the proceeds of such bonds for the purposes herein authorized. In connection with agreements to invest the proceeds of the bonds, the Town Officials are specifically authorized to enter into contracts to provide for the investment or reinvestment of amounts held in an advance refunding escrow, including but not limited to agreements to deliver, provide, or receive securities to fund the refunding escrow, or to otherwise facilitate refunding purposes, to purchase securities during the term of the escrow from proceeds derived from maturing escrow securities, including agreements committing to purchase or allow for the purchase of such securities over the term of the escrow, in exchange for payment, and which agreements may be described or are commonly known as escrow float contracts, escrow reinvestment agreements or generally, guaranteed investment contracts. Such agreements and any contract agreement authorized hereunder, may include agreements with and instructions to an escrow agent, or consist of agreements with multiple parties to accomplish its objectives, provisions for delivery and payment of securities or exchanges of cash flow, provisions identifying the type of securities to be delivered, the date, principal amount, maturity date and maturity amount of delivered securities, the timing and amount of exchanged cash flows, if any, default provisions, the preconditions to entering into such agreements, including opinions of counsel, including reasoned opinions addressing the effect of bankruptcy, insolvency, appointment of a conservator or other similar proceedings with respect to any party to such contract, including, but not limited to a party agreeing to provide such securities to the escrow in exchange for payment therefore, or any party to an interest rate swap agreement. The agreements contemplated by this section may consist of more than one agreement entered into with more than one party. Any portion of the payment derived from such contracts may be deposited to the refunding escrow or expended to reduce, directly or indirectly, the amount of bonds required to be issued to refund the Town's Prior Bonds.

Section 4. The Town Officials are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.

Section 5. The Town Officials are authorized to combine with the issue of refunding bonds herein authorized, bonds for any other purpose which the Town has authorized but, as of the issue date of the applicable series of refunding bonds, are unissued, including any bonds authorized subsequent to the date of adoption of this resolution. Solely in connection with such combined issue, the Town Officials in addition to the authority conferred upon them by any bond resolution authorizing the issue of the bonds to be combined into one issue with the refunding bonds, are hereby delegated the authority to enter into contracts of purchase for such bonds and to determine their interest rate, and to exercise with respect to such combined issue of bonds the authority herein conferred.

Section 6. The Town Officials are hereby authorized on behalf of the Town to enter into contracts and to execute and deliver certificates necessary, appropriate or advisable in their determination to consummate the issuance of the bonds and the transactions authorized herein.

Section 7. This Resolution shall remain in full force and effect until repealed by the Town Council.

Section 8. It is hereby found and determined that it is in public interest to issue all, or a portion of, the Bonds, Notes or other obligations of the Town as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law including but not limited to any "tax credit bonds" or "Build America Bonds" including Direct Payment and Tax Credit versions.

**Resolution Authorizing Town of Trumbull Written Procedures
With Respect to Tax Exempt Bond Post Issuance Compliance**

Be it hereby resolved:

The Town of Trumbull Written Procedures With Respect to Tax Exempt Bond Post Issuance Compliance as attached hereto, are hereby approved.

Town of Trumbull Written Procedures with respect to Tax Exempt Bond Post Issuance Compliance

1. Identify bond financed property.

- a. The Town of Trumbull (the “Town”) will keep a list of all bond financed property, each bond issue that finances its acquisition or improvement, and the last maturity of each such issue.

The Town’s financial software may be utilized through filtering for bond financed property to create the list. The software may be further filtered to include the last maturity of bonds issued to finance the property. The property list will be maintained on file with the finance office and will be updated with each issue of tax exempt bonds, notes or other obligations.

- b. Each transaction or contract involving town property will be referred to the finance office to determine if it involves bond financed property.
- c. Each contract involving bond financed property “use rights”, e.g. a lease or sale of the bond financed property, its management or other contract that confers rights in the property with respect to use, ownership, management, revenue sharing, or special entitlements, will be reviewed with bond counsel prior to entering into the contract. Examples include school cafeteria management contracts, concession stands at town facilities, cell phone tower land leases, haying or mowing rights, parking rights, economic development agreements and special pricing for sewer or water facility use that is not generally available to the same class of users. Contracts involving maintenance, repair, cleaning or other arrangements incidental to Town ownership are not considered to involve use rights.
- d. Each Department Head in Town will be provided a list of the bond financed property within the ambit of his/her department, and instructed that any contract involving use rights with respect to property on the list is to be brought to the attention of the Director of Finance prior to being entered into.

2. Bond Proceeds.

- a. The Town will endeavor to not commingle bond proceeds with other Town funds. The Town will deposit new money bond proceeds in a constant net asset value mutual fund permitted for investments by Connecticut municipalities, e.g. the State of Connecticut’s Short Term Investment Fund, and in an account identified for each such new money borrowing date. Payment of expenditures from proceeds will be made from such fund until the proceeds of the issue are fully expended, subject to sub section (d) and the advice of Bond Counsel.
- b. If the town does not invest in a constant net asset value mutual fund, it will obtain investments at market price.
- c. The Town will calculate the expended and unexpended proceeds from each issue not less frequently than annually, in **February** of each year, except that, if the Town determines from calculations performed pursuant to the next sentence that

it has or will have met any rebate expenditure requirement as of the ensuing February, such February calculation need not be performed. In addition, the Town will review and make a record of its expenditures for all prior issues for which proceeds are unexpended simultaneously with each issuance of bonds.

- d. With each Town calculation of expended and unexpended proceeds, the Town will determine whether its expenditures are in compliance with the rebate expenditure exception applicable to such issue, if any. If expenditures do not meet the rebate expenditure exception requirements, the Town will contact bond counsel and contract with a rebate calculation firm no later than two weeks after the Town calculation to schedule a rebate calculation by a rebate calculation firm so as to timely determine and pay rebate, if any.
- e. In addition to compliance with the rebate expenditure exceptions, the Town will determine whether unexpended proceeds remain 3 years after the date of issue, or if proceeds are **likely** to remain unexpended 3 years after the date of issue. If either of the foregoing conditions exist, the Town will contact bond counsel for guidance so as not to violate the three year temporary period regulations with respect to the investment of bond proceeds, and thereby to take steps to preserve the tax exemption of the bonds from which the unexpended proceeds derived.

3. Records.

- a. The Town will maintain records of the investment (including purchase and sale price) and expenditure of bond proceeds, the property improved or acquired with the bond proceeds, and the bond transcript constituting the documental evidence of the issuance of the bonds. With respect to investments, to the extent funds are commingled with other non proceeds, the Town will keep a record of all investments of all the commingled funds, including but not limited to the proceeds.

4. Compliance with Tax Documents.

- a. The provisions of these post issuance compliance procedures will be in addition to the provisions of the tax regulatory agreement or other tax documents entered into in conjunction with the issuance of the bonds.

5. Definitions:

- a. Bonds means any bond, notes, leases or other obligations or evidence of indebtedness the interest paid pursuant to which is excluded from gross income pursuant to section 103 of the internal revenue code, or to any Tax Credit bond issued pursuant to section 54 of the internal revenue code, or similar provision, having post issuance compliance requirements analogous to tax exempt bonds, or intended to achieve Town savings which are the economic equivalent of tax exempt bond issuance.
- b. "Proceeds" means sale proceeds delivered to the Town as a result of issuance of the bonds, and any other amounts that might arise in connection with or after

issuance of the bonds such as “replacement proceeds”. An example of replacement proceeds is the establishment of a sinking or other fund accumulated to pay debt service on bonds. The Town will confer with bond counsel in the event it establishes a sinking fund, or if other amounts are pledged or set aside to pay debt service.

- c. “New Money” means Proceeds obtained from Bonds that when issued were not refunding bonds.

6. Amendments.

The Director of Finance may amend these Written Procedures from time to time. The Procedures shall be amended upon filing the same with the Town Council, and, in the absence of objection from the Town Council the Written Procedures as amended shall become effective.

(Remainder of Page Intentionally Left Blank)

RESOLUTION TC24-132: BE IT RESOLVED AND ORDAINED, That Chapter 8 Garbage and Trash of the Trumbull Municipal Code is hereby amended to include Article V Requirements For Residential Recycling Haulers.

AN ORDINANCE FOR COLLECTION REQUIREMENTS FOR RESIDENTIAL RECYCLING HAULERS WHO COLLECT AND TRANSPORT RECYCLABLES WITHIN THE BOUNDARIES OF TRUMBULL, CONNECTICUT

WHEREAS, increasing recycling rates in the Town reduces the costs of high refuse disposal fees and saves natural resources; and

WHEREAS, the Town seeks best practices for the collection of residential recyclables and to optimize efficiencies in such collections; and

WHEREAS, decreasing the amount of traffic on roadways saves energy and reduces greenhouse gas emissions; and

WHEREAS, recycling containers larger than an eighteen gallon bin provide residents with more room to place additional recyclables; and

WHEREAS, it is the intent of this Ordinance to ensure that recycling haulers use best practices for collecting residential recyclables by reducing the amount of truck traffic on Town roadways and to increase waste reduction and recycling practices in the Town in order to protect the health, safety and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED, That Chapter 8 Garbage and Trash of the Trumbull Municipal Code is hereby amended to include Article V Requirements For Residential Recycling Haulers. Resolution states as follows:

SECTION 1. DEFINITIONS:

For the purposes of this Ordinance, the following words, terms and phrases will have the following meanings: *Hauler* shall mean the person or company in the business of collecting, transporting or disposing of residential recyclables in the Town.

Residential Customer shall mean all residential structures with not more than two residential units that receive periodic recycling collection service.

Private residences shall include all single- and multifamily homes and residential condominium units.

Household Refuse means waste from the preparation, cooking and consumption of products used primarily in private homes.

Recyclable Materials shall mean materials that include those materials designated as recyclable under the regulations of the Connecticut Department of Energy and Environmental Protection, including aluminum and steel food and beverage containers, glass food and beverage containers, newspaper, plastics coded #1 and #2, corrugated cardboard, magazines, boxboard and residential high grade white and colored paper. The materials shall also include mixed paper, plastics coded #3-7, empty non-toxic aerosol cans, aseptic containers, and any other materials that are included in the town-wide curbside recycling collection program.

Single Stream Recycling shall mean recyclables are collected in one container with no separation of materials and shall include the items defined as recyclable materials in this ordinance.

Recycling Sorting Facility shall mean the facility where refuse collectors should deliver recyclable materials for sorting to a location, as designated by the Director of Public Works.

Town shall mean the town of Trumbull, Connecticut.

SECTION 2: COLLECTION SCHEDULE

Haulers shall pick up single stream household recyclable materials at a minimum of a bi-weekly basis and household refuse at a minimum of a weekly basis from Town residential customers at their private residences.

SECTION 3: CONTAINERS

Haulers shall provide recycling containers that are at a minimum 65 gallon size with a secure lid and wheels for moving.

RESOLUTION TC24-133: BE IT RESOLVED AND ORDAINED, That Chapter 8 Garbage and Trash of the Trumbull Municipal Code is hereby amended to include Article VI Requirements For Commercial Recycling Haulers.

AN ORDINANCE FOR THE LICENSING AND DISPOSAL REQUIREMENTS FOR COMMERCIAL REFUSE COLLECTORS WHO COLLECT AND TRANSPORT REFUSE WITHIN THE BOUNDARIES OF TRUMBULL, CONNECTICUT

WHEREAS, the accumulation, removal and disposal of refuse within town boundaries must be controlled by the municipality for the protection of the health, safety and welfare of the town residents; and

WHEREAS, pursuant to Chapter VIII, Article II Section 8-30 of the Town Municipal Code, the Director of Public Works has the authority to regulate and license any refuse collector engaged in the collecting and transporting of refuse within town boundaries; and

WHEREAS, pursuant to Chapter VIII, Article II Section 8-27 of the Town Municipal Code, each refuse collector is required to obtain an annual license on or before July 1 to engage in the business of refuse collection in the town; and

WHEREAS, the town is authorized by Connecticut General Statutes 22a-220a to designate the area where refuse generated within its boundaries shall be disposed; and

WHEREAS, pursuant to Chapter VIII, Article II Section 8-31 of the Town Municipal Code, it is unlawful for refuse collectors to transport any refuse outside the disposal area designated by the Director of Public Works; and

WHEREAS, pursuant to Chapter VIII, Article II Section 8-57 of the Town Municipal Code, any refuse collector can be fined up to ninety dollars (\$90.00) for each violation of Article II and any section thereof and also have its privilege to operate within town limits terminated; and

WHEREAS, it is the intent of this Ordinance to obtain information regarding long-term solid waste planning in the town, to reduce the volume of waste entering the waste stream and to protect the health, safety and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED, That Chapter 8 Garbage and Trash of the Trumbull Municipal Code is hereby amended to include Article VI Requirements For Commercial Recycling Haulers. Resolution states as follows:

SECTION 1. DEFINITIONS:

For the purposes of this Ordinance, the following words, terms and phrases will have the following meanings: *Commercial establishment* shall include all businesses, industries, churches, social clubs, government offices, schools, multiple-family apartment complexes and all other generators of solid waste not otherwise defined as private residences.

Private residences shall include all single- and multifamily homes and residential condominium units.

Refuse Collector (s) shall mean the private solid waste collector(s) who may be under contract with or have any other arrangement with individual persons, businesses or other organizations for purposes of collecting, removing and disposing of solid waste within the town, or such other person or persons who may be so authorized.

Refuse shall mean all putrescible and nonputrescible solid and semi-solid wastes, such as garbage, rubbish, bulky waste, paper, ashes, industrial waste, demolition and construction wastes, appliances, manure, vegetable or animal solid and semi-solid wastes; and other discarded solid and semi-solid wastes including liquid wastes disposed of in conjunction with solid wastes at solid waste transfer/processing stations or disposal sites, but excluding sewage collected and treated in a municipal or a regional system, hazardous waste or radioactive waste.

Transfer Station shall mean that facility located at 101 Spring Hill Road in Trumbull.

Recyclable Materials shall mean materials that include those materials designated as recyclable under the regulations of the Connecticut Department of Energy and Environmental Protection, including aluminum and steel food and beverage containers, glass food and beverage containers, newspaper, plastics #1 and #2, corrugated cardboard, magazines, boxboard and residential high grade white and colored paper. The materials shall also include mixed paper, plastics coded #3-7, empty non-toxic aerosol cans, aseptic containers, and any other materials that are included in the town-wide curbside recycling collection program.

Single Stream Recycling shall mean recyclables are collected in one container with no separation of materials and shall include the items defined as recyclable materials in this ordinance.

Recycling Sorting Facility shall mean the facility where refuse collectors should deliver recyclable materials for sorting as designated by the Director of Public Works.

Town shall mean the town of Trumbull, Connecticut.

SECTION 2: LICENSE REQUIRED

No person or entity shall operate as a refuse collector in the Town without a current license and registration according to the regulations and conditions detailed in the town's municipal code Chapter VIII, Article II, Sections 8-27 – 8-31.

SECTION 3: RATES

Pursuant to the authority granted to the Director of Public Works in Chapter VIII, Article II Section 8-30 (c), the Director shall establish rates as they apply to the collection and disposal of refuse within the town limits. Commercial coupons are available for purchase at 366 Church Hill Road, Trumbull for \$8.00 for disposal up to 125 lbs. of refuse or a one-time use coupon for \$110.00 for up to 2,000 lbs. of refuse. Demolition tickets are available for \$12.00 for up to 125 lbs. of demolition materials (sheetrock, ceramic tile, bathroom fixtures, plasterboard, plaster, asphalt shingles, cement, brick, or other designated demolition materials). Collection and disposal of recyclables do not require coupons.

SECTION 4: LICENSEE REQUIREMENTS

A. Annual Reporting

Under State of Connecticut Public Act 10-87, refuse collectors collecting refuse and recyclable materials within the borders of the Town are required to:

1. Annually register with the municipality
2. Disclose specific information to the municipality
3. Submit an annual solid waste and recycling report to the municipality

B. Recycling Services

Refuse collectors providing service to commercial establishments shall offer single stream recycling services for the same range of materials as required by the Town curbside residential program and shall be included in the terms of the collection agreement. New customers shall be notified in writing that the collection service includes the list of recyclable materials as defined in this Ordinance.

C. Designation of Disposal Sites

Refuse collectors shall dispose of refuse at the Town Transfer Station and deliver recyclables to the Recycling Sorting Facility, both locations as defined herein or as designated by the Director of Public Works.

SECTION 5: PENALTIES FOR NON-COMPLIANCE

TRUMBULL FIRE MARSHAL'S OFFICE Effective 7/1/2013
FEE SCHEDULE

LICENSES

BLASTING PERMIT **\$60.00**

REMOVAL OF UNDERGROUND FUEL TANK **\$75.00**

&

LIQUOR LICENSE PERMIT: NEW APPLICATION **\$200.00**
RENEWAL **\$100.00**

PERMITS

DAY CARE LICENSE PERMITS: NEW APPLICATION **\$100.00**
RENEWAL **\$50.00**

HEALTHCARE FACILITY PERMIT: NEW APPLICATION **\$750.00**
RENEWAL **\$300.00**

RESIDENTIAL BOARD AND CARE FACILITIES:
LARGE FACILITY NEW **\$750.00**
RENEWAL **\$300.00**
SMALL FACILITY NEW **\$200.00**
RENEWAL **\$100.00**

THEATER LICENSE:
NEW APPLICATION **\$500.00**
RENEWAL **\$200.00**

TEMPORARY SUMMER CAMP LICENSE **\$25.00**

FIREWORKS/CIRCUS/AMUSEMENT PERMIT **\$25.00**

FIRE REPORTS: **COPY** **\$0.50/PAGE**
PRINTED PHOTO **\$1.00/PICTURE**
CD OF DIGITAL FIRE PHOTOS **\$20.00/CD**

**PLAN
REVIEWS**

BUILDING PLANS

Bldg <2000 sqft	\$100.00
Bldg 2000-4999 sqft	\$200.00
Bldg 5,000-9999 sqft	\$1000.00
Bldg 10,000-49,999 sqft	\$1500.00
Bldg 50,000-74,999 sqft	\$2,500.00
Bldg ≥ 75,000 sqft	\$3,500.00

FIRE ALARM PLAN

Bldg. Area <5000 sqft.	\$100.00
Bldg. Area 5000-9999 sqft.	\$300.00
Bldg. Area 10,000 – 49,999 sqft.	\$400.00
Bldg. Area 50,000-74,999 sqft.	\$750.00
Bldg. Area ≥ 75,000 sqft.	\$1,000.00

SPRINKLER PLAN

Bldg Area <5000 sqft.	\$100.00
Bldg Area 5000 - 9999 sqft.	\$300.00
Bldg Area 10,000 – 49,999 sqft.	\$400.00
Bldg Area 50,000 – 74,999 sqft.	\$750.00
Bldg Area ≥ 75,000 sqft.	\$1,000.00

SPECIAL INSTALLATIONS (HOOD & DUCT, COMPUTER ROOMS, KITCHEN FIRE SUPPRESSION SYSTEMS, OTHER) **\$100.00**

TENANT CHANGE OF NAME **\$25.00**

TEMPORARY TENANT **\$25.00**

**WORK DONE WITHOUT PERMITS
(PLUS REGULAR PERMIT FEES)** **\$50.00**

Building Permits WILL NOT be issued until both the Building Department AND Fire Marshal Fees are paid.

Building Department Fees are payable to/at the Building Department

Fire Marshal Fees are payable to/at the Fire Marshal's Office

Plans will not be accepted for review until fees are paid

Per Town of Trumbull Municipal Code, Chapter 5, Article 1, Section 5-3(a), Sub-section 9.

Timothy M. Herbst
First Selectman



Office of the First Selectman
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
203 452-5005

**TOWN OF TRUMBULL
CONNECTICUT**

SENT VIA EMAIL

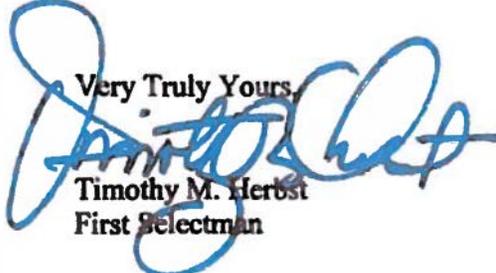
**Carl A Massaro, Jr.
Chairman Trumbull Town Council
Trumbull Town Hall
5866 Main Street
Trumbull, CT 06611**

Re: Trumbull High School Forensic Audit

Dear Chairman Massaro and Members of the Trumbull Town Council:

As you are aware, the Town of Trumbull has sought bids for a forensic audit of the Trumbull High School renovation project. This bid procurement process has resulted in several layers of review by interested officials associated with this project, including but not limited to members of the Board of Finance, Board of Education, as well as the principal of Trumbull High School. I had the opportunity to interview the two finalists that were recommended by the review committee and both were exceptional. I recommend the selection of Grant Thornton as the audit team for this project primarily because they were the low bidder. I believe that their presentation and bid submission clearly reflects a strong accounting acumen, coupled with a clear understanding of school construction projects and the Connecticut Bureau of School Facilities (BSF).

I look forward to discussing this recommendation with your body at your June 3, 2013 meeting. If you or any members of the Town Council have any questions, please do not hesitate to contact me the number above or via email at therbst@trumbull-ct.gov. Thank you for your consideration of this request.

Very Truly Yours,

Timothy M. Herbst
First Selectman

Trumbull Emergency Contingency Model Plan for Elections

(Sections 9-174a-1 to 9-174a-34)

Sec. 9-174a-1. Emergency Contingency Model Plan for Elections - Town

The Town of Trumbull will provide the offices of the Registrar of Voters and the Town Clerk with functioning offices (power and intranet) in case of a storm, power outage or other disaster on election day.

Schools hosting election activity and schools used as alternative sites will be closed on all election days and no other activities will be scheduled at those schools on election days.

The Emergency Contingency Model Plan for Elections shall be referred to herein as the Plan.

Sec. 9-174a-2. Preparation of voting tabulator machines

The registrars of voters shall ensure that the voting tabulator machines are prepared for each election, primary, or referenda day pursuant to sections 9-242a-1 to 9-242a-28, inclusive, of this Plan.

Sec. 9-174a-3. Replacement pool of poll workers

The registrars of voters shall identify a replacement pool of poll workers who can be deployed to any polling location in the municipality in order to replace poll workers who are unable to work on election, primary, or referenda day or to alleviate overburdened polling locations. The registrars of voters shall identify replacement poll workers for each different position at the polling locations within a municipality. On the day of the election, primary or referenda, the registrars of voters shall contact each replacement worker not later than one hour prior to the opening of polls to confirm availability.

9-174a-4. Communication with registrars of voters

Moderators and other poll workers shall contact the registrars of voters in the event any such moderator or poll worker is unable to work on the day of an election, primary or referenda. Moderators shall contact the registrars of voters in the event that additional poll workers are needed at a location.

Sec. 9-174a-5. Alternate polling locations

The registrars of voters shall identify alternate polling locations that can be utilized in the event that a polling location becomes unavailable on election, primary, or referenda day. The registrars of voters shall contact the facility management staff for each of these alternate polling locations and ensure that the location is reserved for the registrars of voters' use on election, primary, or referenda day.

Sec. 9-174a-6. Fire safety compliance

The registrars of voters shall ensure that each polling location is in compliance with local fire safety ordinances, and all fire safety equipment, including, but not limited to, fire extinguishers, sprinklers and fire alarms, within each polling location has been inspected and is in working order as per local fire safety ordinances.

Sec. 9-174a-7. Contact Information

The registrars of voters shall create a list of contact information for each moderator. Such list shall be part of the emergency plan and shall include each of the following:

- (1) Contact information for the moderator and all other poll workers, including replacement poll workers.
- (2) A list of emergency resources such as generators and temporary lighting available in the facility or municipality in the event of a power outage and contact names and numbers for providing those resources.
- (3) A list of emergency contact numbers for the local police and fire departments or other officials responsible for public safety in the municipality, emergency management, the phone company, the power supplier and other applicable utilities that service the polling location.
- (4) A list of emergency contacts and phone numbers for facility managers or their designees in the event the polling location is locked or otherwise inaccessible or there are facility hazards that need to be addressed on election, primary, or referenda day.

Sec. 9-174a-8. Information provided to public officials

The registrars of voters shall provide a complete list of polling locations, including potential alternate polling locations, to the local police and fire departments or other officials responsible for public safety in the municipality. The registrars of voters shall include in the list each of the following: the name and address of each location, the name of the moderator responsible for each polling location, a contact number for each moderator, the name of the facility manager or designee for each polling location, and the contact number for each facility manager or designee.

Sec. 9-174a-9. Final review of plan with moderator

The registrars of voters shall provide a final copy of this Plan to the moderator for each polling location and review the final plan with the moderator. The moderator shall bring this copy to the polling location on the day of the election, primary, or referenda. The registrars of voters also shall maintain one copy of each of the plans for the municipality.

Sec. 9-174a-10. Spare ballots

The registrars of voters shall withhold and keep in the registrars of voters' office a number of spare paper ballots for each unique voting district. The registrars of voters shall use these reserved ballots to make additional copies and shall provide these additional ballot copies to any polling location that requires additional paper ballots.

Sec. 9-174a-11. Emergency provisions

The registrars of voters shall supply emergency provisions for each polling location and provide these to each moderator. These emergency provisions shall include, but are not limited to, at least two flashlights, a first aid kit and manual, a battery operated radio, extra batteries and hand sanitizer. Prior to the opening of polls, each moderator shall retrieve these provisions and any other materials or supplies needed pursuant to this Plan.

Sec. 9-174a-12. Review of polling locations

Not later than one day prior to each election, primary, or referenda held in the municipality, the registrars of voters shall contact the facility management staff responsible for each polling location, visit each polling location to ensure the location can be accessed, review the status of the polling location to ensure that all materials are in proper working order, and ensure that the appropriate person is available to open the polling location or the moderator has obtained the key to the polling location from the registrars of voters.

Sec. 9-174a-13. Severe weather alert

Not later than one day prior to each election, primary, or referenda held in the municipality, the registrars of voters and moderators shall review the national weather service reports. If severe weather is likely to be present in the municipality on election, primary, or referenda day, the registrars of voters shall determine a plan of action to ensure poll workers are able to arrive at and access their assigned polling locations. The Trumbull Police department will provide transportation to the polls for the Registrars of Voters and the Town Clerk to Town Hall in the event the roads are closed or impassable due to a storm or other natural disaster. The Trumbull Police department or the Public Works department, as deemed appropriate, will provide transportation to the polls for the Moderator, one Assistant Registrar and one checker (3 people) for each polling place in the event the roads are closed or impassable due to a storm or other natural disaster, if possible. The registrars of voters shall be responsible for overseeing the implementation of the Plan.

Sec. 9-174a-14. Moderator duties prior to opening

Not later than one hour before the polls open on election, primary, or referenda day, the moderator shall perform each of the following:

- (1) Review the Plan with the poll workers.
- (2) Designate another poll worker to oversee the execution of any emergency procedure, in the event the moderator is unavailable or otherwise incapacitated.

(3) Assign accountability for securing voting materials during an emergency. The moderator shall instruct the poll worker assigned accountability for securing the voting materials that such poll worker shall secure such materials in the event of an emergency, only if time and conditions permit.

(4) Assign accountability to a poll worker who shall, upon notification of an emergency situation, note which voters have been checked through but have not yet voted. The moderator shall instruct the poll worker that this task shall be completed in the event of an emergency, only if time and conditions permit.

(5) Point out the location of fire extinguishers, fire alarms, emergency exits, the place of shelter and the predetermined assembly point outside of the polling location.

(6) Ensure that all emergency exits are free of obstructions.

7) If available, identify two fully charged cell phones that shall be used in case of an emergency.

(8) Check the facility for any potential hazards and if necessary, alert the facility management staff responsible for addressing any such hazards.

9) Ensure that any facility-specific backup equipment such as a generator or temporary lighting is accessible.

Sec. 9-174a-15. Report of any execution of the Emergency Contingency Plan

Following the execution of any portion of the Plan at a polling location, the moderator for that polling location shall forthwith submit a written report to the registrars of voters which includes, but is not limited to, the nature of the emergency, the actual process invoked to address the emergency, and an assessment of the efficacy of the process.

Sec. 9-174a-16. Unavailable polling location

In the event a polling location becomes unavailable, the registrars of voters shall perform each of the following:

(1) Establish an alternative polling location pursuant to section 9-174a-5 of the Plan and notify the moderator and other poll workers.

(2) Contact the facility management staff for the alternate polling location in order to open the building.

(3) In consultation with the moderator, ensure that the polling location is properly set up to conduct election, primary or referenda. Ensure that voting equipment is tested and functions properly or that sufficient paper ballots are available.

(4) Notify voters of the new polling location.

Sec. 9-174a-17. Accounting of remaining ballots

Throughout election, primary, or referenda day, on an hourly basis, the moderator shall keep an accounting of the number of ballots used and the number remaining that are available to be used. If more ballots have been used than were originally anticipated or a shortage seems likely, the moderator shall immediately follow the ballot shortage procedure pursuant to section 9-174a-18 of the Plan.

Sec. 9-174a-18. Ballot shortage

In the event of a ballot shortage, the moderator shall perform each of the following:

- (1) Immediately alert the poll workers to the situation.
- (2) Immediately notify the registrars of voters.
- (3) Request additional paper ballots from the registrars of voters.

Sec. 9-174a-19. Voting tabulator machine malfunction

The registrars of voters shall incorporate the provisions of section 9-242a-12 and section 9-242a-16 of the Plan into a written procedure, to be followed in the event a voting tabulator machine malfunctions. The moderator shall follow the written procedure established under this section in the event a voting tabulator machine malfunctions.

Sec. 9-174a-20. Help America Vote Act compliant voting machine malfunction

In the event of a malfunction of the Help America Vote Act compliant voting machine, the moderator shall perform each of the following:

- (1) Consult any literature provided by the manufacturer of the Help America Vote Act compliant voting machine or the Office of the Secretary of the State on which malfunctions can be repaired by poll workers and which require service. If appropriate, attempt to resolve the problem based on the instructions provided.
- (2) If unable to resume vote by the Help America Vote Act complaint voting machine, consult with the registrars of voters to determine the availability of any spare machines or the steps for voting using paper ballots.
- (3) Alert the poll workers to the situation.

Sec. 9-174a-21. Shortage or absence of poll workers

In the event of a shortage of pollworkers, the moderator shall perform each of the following:

- (1) Immediately notify the registrars of voters using the procedure pursuant to section 9-174a-4 of the Plan.

- (2) Upon the arrival of any replacement poll worker, familiarize the replacement poll worker to the polling location.
- (3) Notify the registrars of voters when the replacement poll worker has arrived or in the event the replacement poll worker has not arrived in a reasonable amount of time.

Sec. 9-174a-22. Absence of moderator

In the event a moderator fails to report to a polling location, the present poll workers shall perform each of the following:

- (1) Notify the registrars of voters using the procedure pursuant to section 9-174a-4 of the Plan.
- (2) Upon the arrival of the replacement moderator, familiarize the replacement moderator with the polling location and the Plan.

Sec. 9-174a-23. Replacement of moderator

In the event that a moderator may need to be relieved of duty, the registrars of voters shall perform each of the following:

- (1) Evaluate the moderator's ability to perform the designated responsibilities.
- (2) In the event the existing moderator is unable to perform the designated duties, tell the moderator that the moderator is being relieved of the moderator's duties and tell the moderator to leave the premises.
- (3) Once the existing moderator has left the premises, immediately designate a replacement moderator from the pool of replacement poll workers and notify the replacement moderator where to report.
- (4) Upon the arrival of the replacement moderator, familiarize the replacement moderator to the polling location and the Plan.

Sec. 9-174a-24. Poll worker replacement

In the event that a poll worker may need to be removed on the day of an election, primary or referenda, the moderator shall perform each of the following:

- (1) Evaluate the poll worker's ability to perform the poll worker's designated responsibilities.
- (2) In the event an existing poll worker is unable to perform the designated duties, tell the poll worker that the poll worker is being relieved of the poll worker's duties and tell the poll worker to leave the premises and alert the registrars of voters to the situation.
- (3) Once the existing poll worker has left the premises, immediately designate a replacement from the pool of replacement poll workers and notify the replacement poll worker where to report.
- (4) Upon the arrival of the replacement poll worker, familiarize the replacement poll

worker to the polling location.

Sec. 9-174a-25. Long lines at polling location

In the event of long lines at a polling location, the moderator shall perform each of the following:

- (1) Contact the registrars of voters to determine if additional lines should be created to alleviate the waiting time.
- (2) If it has been determined that additional lines are appropriate, consult with the registrars of voters to determine if additional poll workers from the replacement pool of poll workers should be deployed to the polling location or if other actions should be taken.

Sec. 9-174a-26. Evacuation procedure

In the event that a polling location needs to be evacuated, the moderator shall perform each of the following:

- (1) Alert all individuals present of the emergency situation and direct them to the predetermined assembly point.
- (2) Get a headcount and use this headcount to make certain everyone present is evacuated from the polling location.
- (3) Identify any individuals with disabilities and ensure that they receive assistance, if needed, to evacuate the polling location.
- (4) Secure voting equipment and materials pursuant to section 9-174a-14 of this Plan and contact the registrars of voters.
- (5) If the emergency situation has been resolved, consult with the emergency personnel and the registrars of voters to determine if the polling location can be re-entered.
- (6) If the polling location can be re-entered, first notify the poll workers to return. Then, notify the voters that they can enter the polling location.
- (7) If it is determined that an alternate location should be utilized, provide poll workers and any voters who have not yet voted with the address of the alternate location. Follow the alternate polling location procedures found in section 9-174a-16 of this Plan.

Sec. 9-174a-27. Loss of power at the polling location

In the event that the polling location loses power, the moderator shall perform each of the following:

- (1) Alert everyone present to the situation and contact the registrars of voters.
- (2) Contact the power supply company to determine the source of the outage and what action needs to be taken to resume power.

- (3) Contact the facility management staff for the polling location to determine whether they can assist with addressing the outage.
- (4) Find an alternate source of light, such as the flashlights provided with the emergency provisions that can be used to continue voting until power is restored.
- (5) If it is feasible, consider using an area of the building where natural light is available or temporary lighting can be directed.
- (6) If the backup power supply for the voting machine has been depleted, connect a generator.
- (7) If the generator is unavailable or runs out of power, continue voting using paper ballots.

Sec. 9-174a-28. Medical emergency procedure

In the event of a medical emergency at the polling location, the moderator shall perform each of the following:

- (1) Contact emergency services and follow the instructions given by emergency personnel.
- (2) Contact the registrars of voters.
- (3) Determine if there is a doctor, nurse, emergency medical technician or other certified first aid provider in the polling location that may be able to assist the ill or injured person.
- (4) Keep the ill or injured person as comfortable as possible while waiting for emergency personnel to respond. Do not attempt to move the ill or injured person unless instructed to do so by a certified first aid provider or emergency personnel.
- (5) Provide the responding officer or medical personnel with the details of what happened to the ill or injured person.

Sec. 9-174a-29. Smoke, fire or active alarm procedure

In the event of a smoke, fire, fire alarm or other activated alarm, the moderator shall perform each of the following:

- (1) Activate the fire alarm if it is not already activated.
- (2) Alert everyone present to the nature of the situation.
- (3) Evacuate the polling location pursuant to section 9-174a-26 of this Plan.
- (4) Contact emergency personnel and the registrars of voters.
- (5) Consult with the emergency personnel and registrars of voters to determine if original polling location can be utilized.
- (6) If the polling location can be re-entered, first notify the poll workers to return then, notify the voters that they can enter the polling location.
- (7) If it is determined that an alternate polling location should be utilized, provide poll workers and any voters who have not yet voted with the address of the alternate location. Follow the alternate polling location procedures found in section 9-174a-16 of this Plan.

Sec. 9-174a-30. Gas leak procedure

In the event of a gas leak, the moderator shall perform each of the following:

- (1) Immediately evacuate the polling location in accordance with section 9-174a-26 of this Plan. To limit the possibility of an explosion, warn poll workers and voters not to use telephones, fire alarms, light switches and appliances when gas is detected.
- (2) Once safely outside of the building, alert emergency services, the gas company and the registrars of voters.
- (3) Wait for the gas company representative and emergency personnel to arrive in order to assess the situation and determine the viability of continuing voting operations.
- (4) Consult with the responding gas company representative, emergency personnel and registrars of voters to determine if original polling location can be utilized.
- (5) If the polling location can be re-entered, first notify the poll workers to return then, notify the voters that they can enter the polling location.
- (6) If it is determined that an alternate location should be utilized, provide poll workers and any voters who have not yet voted with the address of the alternate location. Follow the alternate polling location procedures found in section 9-174a-16 of this Plan.

Sec. 9-174a-31. Disorder at the polling location procedure

In the event of disorder in or around the polling location, including, but not limited to, unlawful protesting, threats of violence or rioting the moderator shall contact emergency services immediately and then follow any instructions provided by emergency personnel. The moderator shall follow the evacuation procedure pursuant to section 9-174a-26 of this Plan if evacuation is required. The moderator shall contact the registrars of voters.

Sec. 9-174a-32. Disaster procedure

In the event of any disaster, natural or otherwise, including, but not limited to, chemical emergencies, dam failures, earthquakes, exposure to hazardous materials, floods, extreme heat, hurricanes, tornados, or severe winter weather the registrars of voters shall follow the procedures in the most recent Town of Trumbull Emergency Plan of Operations developed pursuant to section 28-7(a) of the Connecticut General Statutes, or subsequent state law.

Sec. 9-174a-33. Security threat procedure

In the event of any security threats near the polling location, including, but not limited to, the discovery of a suspicious object, a bomb threat, an explosion, a biological threat, a chemical threat, or a nuclear blast, the registrars of voters shall follow the procedures in the most recent Town of Trumbull Emergency Plan of Operations developed pursuant to section 28-7(a) of the Connecticut General Statutes, or subsequent state law.

Sec. 9-174a-34. Nuclear disaster procedure

In the event of any threat of the release of radioactive material or any nuclear power plant emergency, the registrars of voters for any city or town designated as an emergency planning zone community or host community by the Department of Emergency Maintenance and Homeland Security, or subsequent state agency, shall follow the procedure on the most recent plans and guidelines set by the Radiological Emergency Preparedness Unit, or any subsequent division that handles radiological preparedness.

RESOLUTION TC24-129: WHEREAS, Section 157 of Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the “Act”) established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) 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; and

WHEREAS, the Act authorizes the Clean Energy Finance and Investment Authority (the “Authority”), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree 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; and

WHEREAS, the Commercial Property Assessed Clean Energy (“C-PACE”) Agreement (the “C-PACE Agreement”) between the Town of Trumbull and the Authority, as attached hereto, constitutes the written agreement authorized by the Act.

NOW, THEREFORE, BE IT RESOLVED, That the Town Council constituting the legislative body of the Town of Trumbull, hereby approves the C-PACE Agreement, and

BE IT FURTHER RESOLVED, that First Selectman Timothy M. Herbst, be and same, is hereby authorized and directed, on behalf of the Town of Trumbull, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement

**TOWN OF TRUMBULL
CAPITAL IMPROVEMENT PLAN
TOWN BOND FUNDING 2013**

	CY 2013	LOCIP	ROAD AID	GRANT	BUDGET	BOND	BOF Approv
Board of Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Roadways	2,158,782	-	-	-	-	2,158,782	2,158,782
Public Facilities	1,378,800	-	-	502,800	-	876,000	718,500
Fleet & Equipment	953,000	-	-	-	-	953,000	953,000
Other	7,502,500	220,000	-	6,629,500	60,000	593,000	377,000
Enterprise	1,424,886	-	-	-	-	1,424,886	1,424,886
TOTAL*	\$ 13,417,968	\$ 220,000	\$ -	\$ 7,132,300	\$ 60,000	\$ 6,005,668	\$ 5,632,168
BONDING COSTS						60,057	17,832
Five-Year Total						\$ 6,065,725	\$ 5,650,000
Round to nearest \$5,000						\$ 6,066,000	\$ 5,650,000

* Projected costs are gross amounts; actual bonded amounts will be net of any other funding sources, including State reimbursements

CY 2013								
Capital Plan								
	PLANNED	LOCIP	ROAD AID	GRANT	BUDGET	BOND		BOF Approv
Board of Education								
Life Safety						-		
Technology						-		
Energy Efficiency						-		
Miscellaneous						-		
Fleet & Equipment						-		
TOTAL BOE	-	-	-	-	-	-		
Roadways								
Roadway Paving	2,158,782	-	-	-	-	2,158,782		
TOTAL ROADWAYS	2,158,782	-	-	-	-	2,158,782	-	2,158,782
Public Facilities								
Helen Plumb Building	-	-	-	-	-	-		
Trumbull Library	297,000	-	-	243,000	-	54,000		
Nichols Library	-	-	-	-	-	-		
Town Hall	357,500	-	-	197,500	-	160,000		
Town Hall Annex	-	-	-	-	-	-		
Police Headquarters	157,500	-	-	-	-	157,500	(157,500)	-
Senior Center	13,200	-	-	13,200	-	-		
Public Works Yard	476,500	-	-	-	-	476,500		
EMS Building	77,100	-	-	49,100	-	28,000		
TOTAL PUBLIC FACILITIES	1,378,800	-	-	502,800	-	876,000	(157,500)	718,500
Fleet & Equipment								
Highway	754,000	-	-	-	-	754,000		
Parks	199,000	-	-	-	-	199,000		
EMS	-					-		
TOTAL FLEET & EQUIPMENT	953,000	-	-	-	-	953,000	-	953,000
Other								
Economic Development	4,554,500	20,000	-	4,224,500	-	310,000	(140,000)	
Park Improvements	256,000	-	-	-	60,000	196,000	(76,000)	

		CY 2013						
		Capital Plan						
		PLANNED	LOCIP	ROAD AID	GRANT	BUDGET	BOND	BOF Approv
Other Projects		2,692,000	200,000	-	2,405,000	-	87,000	-
	TOTAL VARIOUS	7,502,500	220,000	-	6,629,500	60,000	593,000	(216,000) 377,000
Enterprise*								
WPCA		1,424,886	-	-	-	-	1,424,886	
	TOTAL ENTERPRISE	1,424,886	-	-	-	-	1,424,886	- 1,424,886
	GRAND TOTAL	13,417,968	220,000	-	7,132,300	60,000	6,005,668	(373,500) 5,632,168

CATEGORY	DESCRIPTION	LOCATION	CY 2013					
			Capital Plan	LOCIP	ROAD AID	GRANT	BUDGET	BOND
Roadways	Paving	Baldwin Avenue (IV)	25,159					25,159
Roadways	Paving	Briar Hill Drive (IV)	22,148					22,148
Roadways	Paving	Briarwood Terrace (IV)	78,247					78,247
Roadways	Paving	Butternut Lane (IV)	34,303					34,303
Roadways	Paving	Carriage Drive (IV)	36,199					36,199
Roadways	Paving	Carrousel Drive (IV)	57,964					57,964
Roadways	Paving	Civkin Drive (IV)	31,215					31,215
Roadways	Paving	Columbine Drive (IV)	330,999					330,999
Roadways	Paving	Copper Kettle Road (IV)	84,759					84,759
Roadways	Paving	Dogwood Lane (IV)	84,658					84,658
Roadways	Paving	Erwin Street (IV)	95,005					95,005
Roadways	Paving	Ethel Road (IV)	63,445					63,445
Roadways	Paving	Fern Circle (IV) (Partial)	34,761					34,761
Roadways	Paving	Garnet Place (IV)	34,687					34,687
Roadways	Paving	Garnet Road (IV)	91,169					91,169
Roadways	Paving	Gingerbrook Drive (IV)	45,001					45,001
Roadways	Paving	Golden Hill (IV)	157,779					157,779
Roadways	Paving	Green Ridge Rd (IV)	71,899					71,899
Roadways	Paving	Heartwood Lane (IV)	70,123					70,123
Roadways	Paving	Hillandale Terrace (IV)	116,165					116,165
Roadways	Paving	Hilltop Circle (IV)	38,702					38,702
Roadways	Paving	Hilltop Drive(IV)	37,422					37,422
Roadways	Paving	Jerusalem Hill (IV)	84,835					84,835
Roadways	Paving	Kenwood Lane (IV)	73,785					73,785
Roadways	Paving	Kingsbury Drive (IV)	89,247					89,247
Roadways	Paving	Lobsterback Road (IV)	176,084					176,084
Roadways	Paving	Long View Road (IV)	97,591					97,591
Roadways	Paving	Macdonald Road (IV)	58,580					58,580
Roadways	Paving	Mischa Hill Road (IV)	49,419					49,419
Roadways	Paving	North Street (IV)	244,451					244,451
Roadways	Paving	North Stowe Place (IV)	48,272					48,272
Roadways	Paving	Old Green Road (IV)	97,364					97,364
Roadways	Paving	Oriole Lane (IV)	75,743					75,743
Roadways	Paving	Over Hill Drive (IV)	25,967					25,967
Roadways	Paving	Pachaug Road (IV)	46,479					46,479
Roadways	Paving	Partridge Lane (IV)	67,196					67,196
Roadways	Paving	Powder Mill Lane (IV)	41,478					41,478
Roadways	Paving	Primrose Drive (IV)	110,197					110,197
Roadways	Paving	Red Fox Lane (IV)	81,859					81,859

CATEGORY	DESCRIPTION	LOCATION	CY 2013					
			Capital Plan	LOCIP	ROAD AID	GRANT	BUDGET	BOND
Roadways	Paving	Rennison (IV)	90,257					90,257
Roadways	Paving	Round Ridge Trail (IV)	41,814					41,814
Roadways	Paving	Saybrook Road (IV)	37,934					37,934
Roadways	Paving	Skyview (IV)	108,641					108,641
Roadways	Paving	St. Johns Drive (IV)	181,992					181,992
Roadways	Paving	Sweetbriar Road (IV)	36,981					36,981
Roadways	Paving	Tamarack Circle (IV)	54,451					54,451
Roadways	Paving	Teeter Rock Road (IV)	141,946					141,946
Roadways	Paving	Tory Lane (IV)	18,484					18,484
Roadways	Paving	Turkey Meadow Road (IV)	79,255					79,255
Roadways	Paving	Twin Circle Drive (IV)	48,599					48,599
Roadways	Paving	Wheeler Drive (IV)	25,442					25,442
Roadways	Paving	Woodcrest Avenue (IV)	222,014					222,014
Roadways	Drainage	Storm Drain Imp. Cont IV Roads	310,000					310,000
Roadways	Paving	Cypress/Hillside	50,616					50,616
Roadways	Drainage	Cedar Hill Road Drainage	100,000					100,000
		Roadways Total	4,658,782	-	-	-	-	4,658,782
		Less: Funded by WPCA avail						
		Bonding	2,500,000	-	-	-	-	2,500,000
		TO BOND	2,158,782	-	-	-	-	2,158,782
Total of Contract IV Paving and Storm Drainage Improvements: \$4,508,166								

			CY 2013							
BUILDING	CATEGORY	DESCRIPTION	Capital Plan	LOCIP	ROAD AID	GRANT/OTHER	BUDGET	BOND	BOF	
Trumbull Library	Mechanical	Replace Boiler	54,000					54,000		
Trumbull Library	Sustainability / Energy Conservation	Interior Lighting & Occupancy Sensors/UI Partnership	243,000			243,000		-		
Trumbull Library	Electrical	Exterior Lighting	-					-		
Trumbull Library	Electrical	Emergency Generator	-					-		
Trumbull Library	Misc	Bldg Security/Cameras & Entry System	-					-		
Trumbull Library	Misc	Bathroom Renovations	-					-		
		Total Trumbull Library	297,000	-	-	243,000	-	54,000		
Town Hall	Mechanical	Replace HVAC System/UI Partnership	110,000			100,000		10,000		
Town Hall	Mechanical	Ventilation/Exhaust Systems/UI Partnership	68,000			68,000		-		
Town Hall	Misc	Bldg Security/Cameras & Entry System	150,000					150,000		
Town Hall	Sustainability / Energy Conservation	Lighting and Occupancy Sensors/UI Partnership	29,500			29,500		-		
		Total Town Hall	357,500	-	-	197,500	-	160,000		
Police Hdqtrs	Finishes	Flooring - Carpeting Throughout	47,500					47,500		
Police Hdqtrs	Mechanical	Server Room/Back Up Area	100,000					100,000		
Police Hdqtrs	Sustainability / Energy Conservation	Occupancy Sensors/UI Partnership	10,000					10,000		
		Total Police Headquarters	157,500	-	-	-	-	157,500	(157,500)	Bring back with their Tech Bond
Senior Ctr	Sustainability / Energy Conservation	Lighting and Occupancy Sensors/UI Partnership	13,200			13,200		-		
		Total Senior Center	13,200	-	-	13,200	-	-		
Public Works Yard	Thermal & Moisture Protection	Roofing, Replace Flat Sections on Garage Sections	135,000					135,000		
Public Works Yard	Finishes	Flooring	12,000					12,000		
Public Works Yard	Misc	Locker Room Renovations	20,000					20,000		
Public Works Yard	Misc	Wash Bay	280,000					280,000		
Public Works Yard	Sustainability / Energy Conservation	Interior Lighting & Sensors/UI Partnership	29,500					29,500		
		Total Public Works Yard	476,500	-	-	-	-	476,500		
EMS Building	Electrical	Circuit Upgrade	28,000					28,000		
EMS Building	Sustainability / Energy Conservation	Interior Lighting & Sensors/UI Partnership	49,100			49,100		-		
		Total EMS Building	77,100	-	-	49,100	-	28,000		
		PUBLIC FACILITIES TOTAL	1,378,800	-	-	502,800	-	876,000	(157,500)	718,500

DEPT	Make	MODEL / DESCRIPTION	YEAR	CY 2013					
				Capital Plan	LOCIP	ROAD AID	GRANT	BUDGET	BOND
Highway	INTERNATIONAL	INTERNATIONAL 1900 CLAMSHELL BRUSHLDR	1987	204,000					204,000
Highway	JOHN DEERE	2355 051-105-23 MOWER	1988	165,000					165,000
Highway	INTERNATIONAL	SNOWPLOW/SANDER	1988	170,000					170,000
Highway		TRUCK LIFT	NEW	45,000					45,000
Highway		LOADER - PAYLOADER/BACKHOE	NEW	170,000					170,000
		Highway Total		754,000	-	-	-	-	754,000
Parks		70' Bucket Truck with Chipper Box*							
Parks	JOHN DEERE	BACKHOE 310G DEERE	NEW	124,000					124,000
Parks	TORO	Groundsmaster 4700	2002	75,000					75,000
		Parks Total		199,000	-	-	-	-	199,000
		GRAND TOTAL		953,000	-	-	-	-	953,000
		* NOT NEEDED IF TREE PROGRAM NOT APPROVED BY TC							

CATEGORY	LOCATION	DESCRIPTION	CY 2013						BOF	
			Capital Plan	LOCIP	ROAD AID	GRANT	BUDGET	BOND		
Economic Development	Trumbull Corporate Park	Emergency Exit						-		
Economic Development	Corporate Drive	Cooper Surgical Road Rehab	510,000	10,000		500,000		-		
Economic Development	Long Hill Green	Business District Enhancement	600,000			500,000		100,000		
Economic Development	Merritt Blvd	Unilever Traffic Safety	100,000			80,000		20,000		
Economic Development	Quality Street	Trumbull Municipal Center Microgrid	100,000					100,000	(100,000)	
Economic Development	Nature Center	Nature Center Renovations	50,000					50,000		
Economic Development	Rails to Trails	Sec A1/A2 - Visitor Center (design and construction)	100,000			100,000		-		
Economic Development	Rails to Trails	Sec A2 - Trumbull Center (design)	200,000	10,000		190,000		-		
Economic Development	Rails to Trails	Sec D/E - Quarry, Trumbull, & River Rds (Inspection)	654,500			654,500		-		
Economic Development	Rails to Trails	Sec D - Quarry Road (construction)	2,200,000			2,200,000		-		
Economic Development	Reservoir Avenue Area	Design and Best Use Analysis	40,000					40,000	(40,000)	
Economic Development Total			4,554,500	20,000	-	4,224,500	-	310,000	(140,000)	
Park Improvements	TBD	Ranger Station Relocation	100,000					100,000		
Park Improvements	Various	Tennis Court Surfacing	36,000					36,000	(36,000)	
Park Improvements	Twin Brooks Meadow	Invasive Plant Species Mitigation	60,000				60,000	-		
Park Improvements	Abraham Nichols Barn	Greenhouse Renovations	20,000					20,000		
Park Improvements	THS and Indian Ledge	Artificial Turf Fields Rematting	-					-		
Park Improvements	Tashua Knolls	Basketball Court and Parking Lot	40,000					40,000	(40,000)	
Park Improvements Total			256,000	-	-	-	60,000	196,000	(76,000)	
CATEGORY	LOCATION	DESCRIPTION								
Other Projects	Moose Hill Road	Rehabilitation Project (10% OF \$2,400,000, shelton \$40K)	2,400,000	200,000		2,200,000		-		
Other Projects	Old Town Road	Scope Development (10 % of \$150 K, Bpt \$15K)	150,000			135,000		15,000		
Other Projects	Brock Street Bridge	Bridge repair design	12,000					12,000		
Other Projects	Old Mine Park	Riveredge Restoration Project	70,000			70,000		-		
Other Projects	Horse Tavern Brook	Flood Plain Analysis	20,000					20,000		
Other Projects	Mary Bill Property	Demolition of barns	25,000					25,000		
Other Projects	Canoe Brook Rd	Canoe Brook Leak-off	15,000					15,000		
Other Projects Total			2,692,000	200,000	-	2,405,000	-	87,000	-	
GRAND TOTAL			7,502,500	220,000	-	6,629,500	60,000	593,000	(216,000)	377,000

			CY 2013					
			Capital Plan	LOCIP	ROAD AID	GRANT	BUDGET	BOND
<u>CATEGORY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>						
WPCA	Various Roads	Repairs*	300,000					300,000
WPCA	Wright Pierce Phase II	Immediate Repair List (Defects)	308,330					308,330
WPCA	Wright Pierce Phase II	Recommended Repair List (Leaks)	252,556					252,556
WPCA	Roadways	2013 Road Paving - Sanitary system video inspection	21,000					21,000
WPCA	Strobel Road	Repairs	350,000					350,000
WPCA	Roadways	2014 Road Paving - Sanitary system video inspection	13,000					13,000
WPCA	Pump Stations	Analysis to Centralize Pump Station Monitoring System	120,000					120,000
WPCA	Park Ave Pump Station	Generator	60,000					60,000
		WPCA Total	1,424,886	-	-	-	-	1,424,886
*WPCA repairs on the following roads:								
Roosevelt Avenue			250,000.00					
Barnswallow Dr, Mohawk Dr, Heavenly Ln, Oxen Hill Rd, Old Hollow Rd			50,000.00					
			300,000.00					

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

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between Trumbull, **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. The Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to the Authority, provided that the provisions of this Agreement shall continue with regard to benefit assessments assessed prior to such termination date until those benefit assessments have been paid in full or are 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:

Office of the First Selectman
Trumbull Town Hall
5866 Main Street
Trumbull, CT 06611

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

TOWN OF TRUMBULL: DEDICATED TO THE RIGHT SOLUTIONS

Wednesday, March 06, 2013
Catherine Parente | Lead Engagement Partner
401-808-8031 | Catherine.Parente@us.gt.com
124 Hebron Ave. | Glastonbury, CT 06033-2063

ORIGINAL



Grant Thornton

An instinct for growth™

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Wednesday, March 6, 2013

Robert J. Chimini
Purchasing Agent
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

Grant Thornton LLP
124 Hebron Ave.
Glastonbury, CT 06033-2063
T: 860.781.6700
www.GrantThornton.com

Dear Mr. Chimini:

All constituents of the Town of Trumbull (the Town) have a vested interest in your financial performance and the integrity of your operations. Grant Thornton LLP (Grant Thornton) understands the opportunity we have to positively impact your success. Your objectives are our priority.

The Town is a governmental entity. But you still must operate as a sophisticated business enterprise. To meet your core charter and mission, you must pay close attention to a variety of financial matters that guarantee your Town's health and vitality. Grant Thornton has extensive experience working with governmental entities and we understand what's important to your operations. With our skills and experience, we are best positioned to assist you in achieving your highest-priority objectives.

The Town is furthering its mission with new building projects. Completing projects on-time, on-budget, and with integrity is central to your organization's strategy. To help ensure future projects are a success, you need to make sure that your governance structure is sound and that the vendors serving the Town are representing your best interests. A thorough forensic audit is critical to your peace of mind.

Your time is valuable. As a result, you will find this document provides only the information requested in your Request for Proposals (RFP #5971 – Trumbull High School Like New Renovation Phase I & II) that will prove to be most critical to your decision making process. Selecting a forensic audit services provider is an important decision. Please feel free to contact me with any questions or should you require additional information. This proposal will remain firm and irrevocable for the period covered. Thank you for your interest in Grant Thornton.

Sincerely,



Catherine Parente | Lead Engagement Partner
401-808-8031 | Catherine.Parente@us.gt.com

1. General Requirements

Grant Thornton is qualified to perform independent audits in the State of Connecticut and has certification in financial forensics (CFF) as well as Certified Fraud Examiner (CFE). We have been engaged during the last five (5) years, as independent Forensic Auditors. We will also be using the services of a construction professional who specializes in reviewing design and construction procedures specifically related to school construction within the State of Connecticut.

2. Independence

Grant Thornton is independent of the Town of Trumbull as defined by generally accepted auditing standards and the U.S. Comptroller General's Government Auditing Standards.

Catherine Parente, as a partner of CCR, LLP (Grant Thornton acquired certain assets and practices of CCR LLP on December 1, 2011), completed a forensic audit engagement for the Town Of Trumbull in 2010. After careful review of the work performed by CCR LLP, we do not believe this constitutes a conflict of interest relative to performing the proposed forensic audit.

Grant Thornton will give the Town of Trumbull written notice of any professional relationships entered into during the period of this agreement that may present a potential conflict.

3. License to Practice in Connecticut

Grant Thornton is licensed to practice in all 50 states. The firm's municipal audit partner is licensed to practice in Connecticut. Also, CPA mobility laws allow almost all partners to practice in states where they do not specifically hold a CPA license.

4. Firm Qualifications and Experience

About Grant Thornton LLP

The people in the independent firms of Grant Thornton International Ltd provide personalized attention and the highest quality service to public and private clients in more than 110 countries. Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd, one of the six global audit, tax and advisory organizations. Grant Thornton International Ltd and its member firms are not a worldwide partnership, as each member firm is a separate and distinct legal entity. In the U.S., visit Grant Thornton LLP at www.GrantThornton.com.

Offices providing services

124 Hebron Ave. | Glastonbury, CT 06033-2063

50 Exchange Terrace | Providence, RI 02903

Staffing

Your engagement will be staffed by at least one partner and one subcontractor to Grant Thornton. The subcontractor will bring specific construction management, design and estimating expertise to the project. Other professional staff will be added to the assignment on an as needed basis. Your key engagement personnel as outlined in Section 5 will be staffed on a full-time basis for the Town.

FORENSIC, INVESTIGATIVE AND DISPUTE SERVICES

Grant Thornton's Forensic, Investigative and Dispute Services professionals provide investigative and dispute advisory, data acquisition and analytics and forensic accounting solutions to the business and legal community faced with complex litigation, arbitration, investigations or regulatory inquiry. Our world-class professionals assist clients to gather facts and analyze issues, resolve legal and commercial challenges, maximize compliance with corporate policies, and minimize risk. Our comprehensive forensic, investigative and dispute service offerings include the following:

- Anti-corruption services
- Fraud and investigation services
- Litigation and dispute services
- Forensic technology services

REVIEWS, DISCIPLINARY ACTION, LITIGATION

Grant Thornton has no record of substandard audit work. The PCAOB performs an inspection of our firm on an annual basis. The inspection involves review of national office matters and issuer engagements at practice offices. The focus of the inspection is on compliance with professional standards. The results of the PCAOB's annual inspections of Grant Thornton LLP are available online on the PCAOB's website www.pcaob.org.

In the normal course of Grant Thornton LLP's business as a national accounting firm, Grant Thornton LLP and its clients may be contacted by regulatory agencies with respect to either informal inquiries or formal investigations. These agencies typically do not reveal which parties are witnesses, and which are targets. While Grant Thornton LLP expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, Grant Thornton LLP does not disclose or discuss its contact with regulatory entities. Such issues are generally disposed of in the normal course of business. **Federal or state desk reviews or field reviews** - The firm's Connecticut Audit practice has not had any significant findings resulting from federal or state desk reviews or field reviews of its audits in the past three years.

CONFLICTS OF INTEREST

The firm has completed a Conflicts check and no present conflicts of interest presently exist. We will inform the Town of any new relationships that are entered into during the course of this engagement that could potentially pose a conflict of interest.

	Grant Thornton International Ltd*	Grant Thornton LLP**
Revenues (USD)	\$4.2 billion	\$1.21 billion
Personnel (incl. Partners)	35,721	6,095
Partners	2,839	512
Offices	637	54
Statistics as of:	Sep. 30, 2012	July 31, 2012
* Collective figures of Grant Thornton International Ltd member firms		
** U.S. member firm of Grant Thornton International Ltd		

5. Partner, Supervisory and Staff Qualifications and Experience

People you can trust to do the job right

Ultimately, it's the people-on-the-ground that deliver successful results. Your Grant Thornton team will minimize disruptions to your operations, reduce stress and deliver high-quality solutions aligned with industry best practices. You can expect continuity from this team.



Catherine M. Parente, CPA/ABV/CFF, CVA, CFE, CFFA

Partner, Forensic and Valuation Services Practice

Catherine is a partner in the firm's Advisory Services Practice. She focuses primarily on consulting, valuations and forensics.

Experience

With more than thirty years of public accounting experience, Catherine has provided advisory and audit services to clients in a broad range of industries. Catherine has performed forensic investigations for companies in various industries, consulted on internal controls, and prepared damages analysis in connection with a variety of litigation matters including business litigation and matrimonial litigation. She had performed valuation work for both litigation and non-litigation purposes. She also conducts purchase price allocations and impairment analyses for financial reporting.

Catherine has qualified as an expert witness and testified or been deposed in the following venues:

- United States District Court, District of Massachusetts
- United States District Court, District of Rhode Island
- United States District Court, District of New Hampshire
- United States District Court, Southern District of Texas
- Federal Bankruptcy Court, District of Rhode Island
- Superior Court of the Commonwealth of Massachusetts, Suffolk, Middlesex, Plymouth and Norfolk Counties
- Superior Court, State of Rhode Island, Providence and Washington Counties
- Probate and Family Court, Commonwealth of Massachusetts.
- American Arbitration Association

Catherine is highly experienced as an auditor, specifically of privately owned companies. She has provided auditing or consulting services to companies in the manufacturing, construction, wholesale distribution, service, not-for-profit industries and for governmental and quasi-governmental entities.

Prior to joining Grant Thornton, Catherine was a partner in the Forensic and Valuation Services Group in the firm of CCR LLP, where she was also a Member of the Executive Committee and Office Managing Partner of the Providence Office. Prior to that, she was an Audit Partner and Director of the Audit and Accounting Practice and Director of Litigation Services in the firm of Suls Westgate & Parente LLP.

Professional qualifications and memberships

- Certified Public Accountant (CPA) – licensed in Rhode Island
- Certified Public Accountant (CPA) - licensed in Massachusetts
- Accredited in Business Valuation (ABV)
- Certified in Financial Forensics (CFF)
- Certified Valuation Analyst (CVA)
- Certified Fraud Examiner (CFE)
- Certified Forensic Financial Analyst (CFFA) Member, American Society of Certified Public Accountants
- Member, Rhode Island Society of Certified Public Accountants
- Member, Association of Certified Fraud Examiners
- Member, Rhode Island Chapter of the Association of Certified Fraud Examiners
- Member, National Association of Certified Valuation Analysts

Education

Bachelor of Science, Bryant College (summa cum laude)

Post Graduate Study, Bryant College and University of Rhode Island

- Ms. Parente obtains in excess of 80 hours of continuing professional education annually to meet the CPA licensing requirements as well as the requirements of the Association of Certified Fraud Examiners and the National Association of Certified Valuation Analysts related to her credentials as a CFE, ABV, CVA, CFFA and CFF.



Robert L. Howard, Jr., CPA

Partner, New England Government Practice Leader

Robert L. Howard, Jr. is the New England Government Practice Leader at Grant Thornton. As Lead Engagement Partner for the City of Stamford engagement, Rob has overall and ultimate responsibility for all audit work performed. He maintains continuing contact through the review of City data, risk assessments, design of audit approach, review of engagement documentation, and discussions with City and engagement personnel.

Rob has more than nineteen years of auditing and consulting experience. He has developed a strong reputation as an expert in Federal and State single audits and has vast experience in auditing and financial consulting in the municipal industry. He served as the engagement partner on a special assignment with the Comptroller's Office of the State of Connecticut to provide accounting and financial reporting consulting to the State, including assistance provided to the State in its conversion to and compliance with GASB Statement No. 34. He also served on the Special Review Committee of the Government Finance Officer's Association (GFOA) where he performed technical reviews of comprehensive annual financial reports submitted to the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program. Rob currently serves as the engagement partner for several governmental audit clients including local governments, school districts, and several quasi-governmental organizations such as housing finance authorities, resource recovery authorities, and others.

Professional qualifications and memberships

- Member, American Institute of Certified Public Accountants
- Member, Connecticut Society of Certified Public Accountants (CSCPA)
- Member, CSCPA Governmental Accounting and Auditing Technical Committee
- Member, Government Finance Officers Association, former member of Special Review Committee
- Member, Government Finance Officers Association of Connecticut
- Licensed as a CPA in CT, RI and MA
- Served as the Treasurer for a small nonprofit organization and currently serves as its President.
- Rob was named to the Hartford Business Journal's Top 40 Under Forty list. This award recognizes those professionals who are at "the top of their game" and have a demonstrated record of success.

In addition to Rob's municipal audit expertise and federal single audit expertise, he has experience performing a number of special projects as follows:

Consulting Services

Rob served as a consultant to the State of Connecticut, Office of the State Comptroller under an eight year consulting agreement. A sample of consulting services provided to the Comptrollers' Office is as follows:

- Analysis of new GASB and FASB pronouncements, including benchmarking to other states. Projects included the following:
 - GASB No. 34 implementation
 - GASB No. 39 implementation
 - GASB No. 40 implementation
- Revisions to GAAP closing packages mailed by the Comptroller's Office to each state agency to be responsive to any new pronouncements
- Analysis of Core-CT (Peoplesoft) system development and implementation costs
- Financial reporting and disclosure consulting

In addition, Rob has performed a myriad of accounting and consulting services for our public sector clients, including the following:

- Implementation of new GASB and FASB pronouncements
- Internal control risk assessments
- Development of policies and procedures manuals
- Agreed-upon procedures engagements/special audits
- Assistance with bond offerings, issuance of consents, issuance of agreed-upon procedures reports to underwriter, letters to underwriters
- Training
- Analysis of cost allocation plans for a major state agency
- Accounting system implementation and development of chart of accounts
- Development of monthly "flash" reporting
- GASB No. 42 impairment analysis



James T. Schmid, CPA, CFE, ABV
Partner and National Practice Leader of Construction Forensic Services

Jim Schmid is a Partner at Grant Thornton and the National Practice Leader of Construction Forensics.

Experience

Jim provides construction controls monitoring, cost monitoring, contract close-out audits and contract claims analysis and expert testimony. He also provides contract billing fraud investigation services for clients in construction and other contract intensive industries. He is a licensed CPA, a Certified Fraud Examiner and is certified by the AICPA in Advanced Business Valuation.

Jim's background includes both industrial engineering and accounting/finance. His approach to evaluating damages utilizes both of these disciplines. Additionally, he has acted as technical reviewer for the popular college accounting textbook, Accounting Principles and has authored chapters for four books on construction:

- "Pricing the Loss"
- "Project Management Forms"
- "Post Failure Accounting Systems and Methods of Pricing Damages"
- "Payment Delay Claims"

Jim began his career as an industrial engineer with a large tier-one automotive industry supplier. As an industrial engineer Jim performed product line and part cost studies, conducted time and motion studies and optimization of production routing. Since then he has been a director with Coopers & Lybrand in San Francisco, owner of a California-based construction management firm and vice president of a large Michigan-based automobile supplier of interior trim, seating and airbags.

Education

Bachelor of Science, Engineering – Oakland University
MBA – University of Michigan

Thomas C. Hardin, CPE, LEED-AP
Owner, Pan American Consulting Services, LLC
Construction Consulting Services Practice (Subcontractor)



Thomas' School construction experience has focused primarily on the "Pre-Construction" aspects of major construction projects in the Public and Private sector. A good portion of this work has been working with Municipalities, their Building Committee, their Owners Representative and their Design Teams in the Public Schools arena. Tasks associated with Preconstruction would include:

- Contract reviews to determine roles and responsibilities
- Feasibility Studies
- Assistance with preliminary budgets for Town/City approvals
- Estimates during Concept, Design Development and Construction Documents, etc., ensuring the Design Team stayed on budget through Design phases
- Provide feedback for Value Management opportunities and track decisions made by Building Committee
- Recommendation of Bid Alternates to provide Owner with flexibility during the subcontractor award process
- Review Documents during Design Phases for Constructability and / or trade conflicts
- Participate in BIM Modeling reviews and Clash Detection
- Review and participate in LEED process to ensure the school is going to meet the State required LEED Silver Equivalency
- Preparation of Document Sets for presentation to State of CT BSF and coordination for the Plan Completion Test
- Provide pricing feedback and coordination with EDO49 documents to maximize State Reimbursement
- Coordinate and review documents with Municipality for Approvals and Permits
- Coordination and Preparation of Subcontractor Bid Packages, including Alternates and Unit Pricing to protect owner during changes

Thomas remained involved in the Operations during the Construction of the projects to provide history and feedback during Subcontract review and award. He also provided feedback on Potential Change Orders to ensure the Subcontractors were providing appropriate Change Order Request values.

Thomas' many years in the Estimating field for a large CM / General Contractor has provided a large knowledge base of costs associated with all aspects of construction. This experience includes a mix of "Hard Bid" Lump sum projects as well as CM as Advisor projects. He has been included in Merit Shop projects, Prevailing Wage Projects as well as PLA projects. Thomas has a good understanding of the Wage requirements of the State of Connecticut as they apply to School Construction Projects.

Thomas has the following CT School experience:

- Full Preconstruction Services including Bidding Phase for the following State funded (or partially funded) school projects:
 - The Carrington School – Waterbury \$28 Million and currently under construction with Friar Associates
 - The Asian Studies School – City of Hartford \$8 Million multi-phase renovation in occupied school – recently completed with The SLAM Collaborative
 - Wallingford Vo-Ag School – Wallingford \$30 Million – Completed several years ago with Tai Soo Kim Partners
 - Hamden Middle School – Hamden \$54 Million – Completed several years ago with Tai Soo Kim Partners
 - North Haven High School – North Haven \$72 Million – Completed several years ago with Kaestle Boos Associates
- Understanding of the State of CT BSF (Bureau of School Facilities) requirements and procedures.
- Understanding of State of Connecticut "reimbursable costs and partially reimbursable costs".
- Participation in a number of PCT meetings and follow up meetings with Craig Smith and Team at the BSF.
- Familiar with CT Post Construction Audit process for Eligible and Partial Eligible cost reimbursement.
- Involvement in many other projects for Private institutions including Dormitory Buildings, Student Unions, Science and Academic buildings, etc. Projects include clients such as Wesleyan University, The Hotchkiss School, Berkshire School, Etc.

Prior to starting Pan American Consulting Services, LLC., Thomas worked for KBE Building Corporation for 16 years. KBE is a \$300 Million Commercial Construction Firm providing Preconstruction, CM@Risk, CM Advisor and Design Build contracting services. Thomas' experience at KBE includes the positions of Tenant Services Manager, Estimator, Senior Estimator, Chief Estimator, Director of Estimating, and most recently, Preconstruction Manager. In the Director of Estimating role, Thomas was responsible for procurement and the management of a team of 16 Estimators in the CT & MD offices. As Preconstruction Manager, Thomas provided Owner Guidance, Budget Estimating, Value Management, Constructability Reviews and Document Management on Projects ranging from \$5 Million to \$120 Million.

Technology

Thomas utilizes a number of cutting edge technologies in the Construction Industry used for Analysis and Estimating. These technologies include OnCenter on screen Take-off, Timberline Estimating software, iSqFt Online Solicitation and Collaboration tools, Revit Modeling Viewers, etc. This Technology allows for accurate pricing and tracking with an emphasis on Graphics. These Graphics ensure that all items have been included in the estimate and help to relay information to the client. These Graphics allow for overlays and the ability to track changes very accurately during the Design Phases.

Professional qualifications and memberships

CPE – Certified Professional Estimator, Certified by the American Society of Professional Estimators.
LEED AP – LEED Accredited Professional certified by the USGBC (US Green Building Council).

Education

Bachelor of Science in Construction Engineering, Roger Williams University

DEDICATED TO DIVERSITY

Grant Thornton is dedicated to providing a workplace that engages and includes people of diverse and differing backgrounds. We understand that the more our partner and employee population represents our communities and our clients, the more successful we will be in our business. As such, the firm demonstrates its commitment to diversity through our recruiting practices, operational policies and innovative approach to building a culture of inclusiveness.

A commitment to recruiting diverse candidates

Grant Thornton's entry level recruiting efforts are focused on colleges and universities with diverse student bodies. Through active relationships on campuses across the country and diversity organizations — such as the National Association of Black Accountants (NABA), the Pan-Asian Leaders in Finance and Accounting (ASCEND) and the Association of Latino Professionals in Finance and Accounting (ALPFA) — we are able to recruit and hire a population of top candidates with extremely varied backgrounds. Our experienced and lateral level recruiting efforts mirror these practices, as we actively seek opportunities to attend career and job fairs that attract women and candidates of diverse backgrounds.

A commitment to ensuring diversity operationally

As a government contractor, Grant Thornton complies with governmental requirements surrounding the diversity of our work force. To ensure that we closely track our efforts to employ a diverse population, the firm participates in both the EEO-1 and Vets 100 filings for each of our 50 offices on an annual basis. Furthermore, each of our offices prepare comprehensive Affirmative Action Plans each year that describe our employee populations and include action plans that outline the good faith efforts we make to attract, recruit, retain and promote women and minorities.

A commitment to building a culture of inclusiveness

Grant Thornton offers a host of opportunities for its partners and employees to meet their personal and professional goals. The Women @ Grant Thornton, Work Life Integration Task Force, Flexible Work Arrangements Policies, leadership development and technical training opportunities, and cutting edge technology resources are but a few examples of how we are supporting our people of varied backgrounds in pursuing successful and fulfilling careers. Additionally, Grant Thornton seeks opportunities to enhance the culture of the firm as one that not only accepts but encourages diversity in its workforce. To this end, the firm has built strategic alliances with organizations renowned for their efforts in workplace diversity, including: Catalyst; Working Mother Media; and the AICPA Diversity, Work/Life & Women's Initiatives Task Force.

CONTINUITY

Not only do you want the right resources on your team, you want a team that builds their knowledge of your organization over time and that can leverage their knowledge to help you reach your goals. You can be confident in our commitment to provide the best possible continuity of your engagement team. We provide our employees with a culture that encourages quality people to join our firm and grow with us. For our clients, this means that we attract and retain top talent and that our people have high levels of job satisfaction, resulting in the delivery of outstanding client service.

We consider it our responsibility to mitigate any transitional issues that arise from turnover for any reason.

In the event of staff turnover, we understand that the Town of Trumbull reserves the right to approve or reject replacement personnel. We also understand that consultants and firm specialists can only be changed with the express written permission of the Town of Trumbull, which retains the right to approve or reject replacements. Any other audit personnel may be changed at the discretion of Grant Thornton provided that they have the same or better qualifications or experience.

FOCUS ON TRAINING AND DEVELOPMENT

Our firm provides extensive training to members of our government and not-for-profit industry team. Our professionals attend in-house training are required to complete in excess of 120 CPE credit hours every three years.

6. *Similar Engagements with Other Government Entities*

FULLY DEDICATED GOVERNMENTAL PRACTICE

Grant Thornton considers our governmental practice to be one of the most strategic and important industry practices within our firm. We are one of the few large international accounting firms to have a team of fully-dedicated professionals from staff to partner who work exclusively with governmental clients. You will receive outstanding service from a team with deep industry knowledge and extensive experience working with complex organizations. The Town will receive attentive, client-centered industry specific service from professionals who have chosen to make a difference in the government sector.

At Grant Thornton, the long-term relationships we build with clients rely upon trust, teamwork and the desire to exceed performance expectations. Our team is not only talented in what we do, but passionate about how we do it. We look forward to exceeding your expectations for the services described in this proposal.

Grant Thornton has extensive plans to continue to rapidly build our government practice nationally and locally. This continues to be one of our firm's national strategic goals. We will continue to dedicate significant resources to support our double-digit growth in this industry sector.

NATIONAL GOVERNMENTAL PRACTICE

Grant Thornton's national government practice is a focused audit and advisory practice with the mission of providing responsive and innovative financial, performance management and systems solutions to governmental organizations.

Accountability to the public is essential for every government entity. We provide that independent, objective, fact-based assessment of stewardship, cost, or performance of programs and operations. The Grant Thornton Government Advisory Service Line is exclusively dedicated to providing specialized services to the public sector. Our distinguished professionals bring invaluable real-world experience and understand operating under the unique constraints faced by the public sector. We have a legacy of being among the profession's pioneers in developing public sector planning techniques, performance measures, evaluation criteria, and financial management systems.

We have served as a contractor for virtually every department in the federal government, either directly and/or indirectly through grant programs. We work with state, municipal, county and regional governments and authorities; with K-12 schools, colleges and universities; construction and financing authorities and regional economic development organizations.

CONSTRUCTION RELATED ENGAGEMENTS

With more than 2,500 construction and real estate companies served nationally, Grant Thornton has an in-depth understanding and appreciation for the services required. We have developed an extensive library of client training programs on owner financial and audit oversight of large construction projects and we have authored numerous white papers and articles on this topic. Additionally, we have developed numerous engagement tools specifically targeting the needs of construction project owners. Over the past five years, Grant Thornton has worked with every type of construction project, every type of construction project owner and every type of construction contract including lump sum, GMP, fast-track, T&M, design-build, CM and CM-at-risk. Construction compliance and financial oversight services that we have provided for owners.

INDUSTRY INVOLVEMENT

From top management down, we are strategically committed to your industry. Our professionals pursue training in construction-specific issues and demonstrate their expertise through thought leadership, newsletter, article and speaking opportunities nationwide. We are national sponsors, leaders, participants and speakers with a number of industry associations including the Construction Financial Management Association (CFMA), the Association of General Contractors (AGC), the National Association of Home Builders (NAHB), and the American Institute of Certified public accountants.

Case Studies

UTILITY

We were engaged by the Law Department of Florida Power & Light to audit a contractor's invoices for work performed to acquire land rights and to construct a 230-mile transmission line in Texas. Costs analyzed exceeded \$25 million. Our work resulted in the identification of significant billing errors in labor, equipment rental, subcontractor cost, material purchases and mark-up fees.

GOVERNMENT CONTRACTING

We were engaged by the Board of Directors of the Afognak Native Corporation to assess the company's policies and procedures related to construction of over \$300 million in ongoing projects. The purpose of our engagement was to provide an assessment of these policies and procedures to determine the source of past problems and to develop recommendations regarding future best practices.

HEALTH CARE

During the past two years we have been engaged by Northwestern Memorial Hospital (NMH) to perform construction contract compliance audit services for the Galter inpatient bed expansion, new parking garage, daycare center and the new outpatient care pavilion (OCP). We also performed an assessment of the construction controls for the OCP. We are currently teaming with NMH's internal audit staff to monitor the OCP construction project and train the internal audit staff.

BANKING

Our banking client was the lead lender and equity sponsor of close to \$100 million of financing to a distressed low income housing tax credit and market rate multifamily development, construction and management company. Our investigation focused on the complex related-party transactions between the construction business and other parties. We also assisted the bank in evaluating the management-prepared work out plan from the construction and real estate development businesses. Ultimately, the bank decided not to refinance the debt and foreclosed on its loans and took control of the properties.

MUNICIPALITY

The Town of Trumbull Connecticut engaged CCR LLP (predecessor firm to Grant Thornton LLP) to perform a forensic audit of a \$24 million sewer project. Our investigation focused on contract issuance, governance issues and other related matters which resulted in significant contract overages. We assisted the Town in identifying irregularities surrounding the contract award, conflicts of interest and the other matters in the performance of the contract. The total hours worked on this assignment were approximately 300 hours.

GOVERNMENTAL EXPERIENCE

Below we have outlined our experience with other public agencies and authorities.

Representative list of state and local government entities			Connecticut government clients
<ul style="list-style-type: none"> • Austin Community College District • Brazos River Authority • Capital City Economic Development Authority (State of CT) • Central Oklahoma Transportation and Parking Authority • City of Arlington, Texas • City of Carrollton, Texas • City of Columbus, Ohio • City of Coppell, Texas • City of Dallas, Texas • City of Farmers Branch, Texas • City of Irving, Texas • City of Lewisville, Texas • City of Mesquite, Texas • City of Newport, Rhode Island • City of Plano, Texas • City of Phoenix, Arizona • City of San Antonio, Texas • Collin County Community College District • Dallas County Community College District • Dallas Parkland Hospital 	<ul style="list-style-type: none"> • Douglas County Sewer Improvement District • Harris County – Houston Sports Authority • Houston Port Authority • Kingsbury General Improvement District • Lower Manhattan Development Corporation • McGee Creek Authority • Nassau County Interim Finance Authority • New York City Transitional Finance Authority • New York City Sewer and Water Authority • New York State Department of Motor Vehicles • New York State Department of Transportation • Oklahoma City, Oklahoma • Oklahoma City Industrial and Cultural Facilities Trust • Oklahoma City Public Property Authority • Oklahoma City Water Utilities Trust • Oklahoma City Zoological Trust • Oklahoma Industries Authority, OK County 	<ul style="list-style-type: none"> • Oklahoma State University • Oklahoma Student Loan Authority • Oklahoma Turnpike Authority • Philadelphia Authority for Industrial Development • Public Employer Risk Management Association (New York) • Q Student Residents (Queens College) • Rhode Island Resource Recovery Corporation • Rhode Island Housing and Mortgage Finance Corporation • South Tahoe Public Utility District • Special Transportation Fund of the State of Connecticut • Tahoe Douglas Fire Protection District • Texas Tech University • University of Massachusetts • University of Massachusetts Building Authority • Westchester County Medical Center 	<ul style="list-style-type: none"> • Connecticut Resource Recovery Authority • Connecticut Health and Educational Facilities Authority • Town of Brookfield, Connecticut • Town of Canterbury, Connecticut • Town of Canton, Connecticut • Town of East Windsor, Connecticut • Town of Ellington, Connecticut • Town of Essex, Connecticut • Town of Hebron, Connecticut • Town of Killingly, Connecticut • Town of Monroe, Connecticut • Town of New Milford, Connecticut • Town of Portland, Connecticut • Town of Putnam, Connecticut • Town of Somers, Connecticut • Town of Willington, Connecticut • Town of Montville, Connecticut

REFERENCES

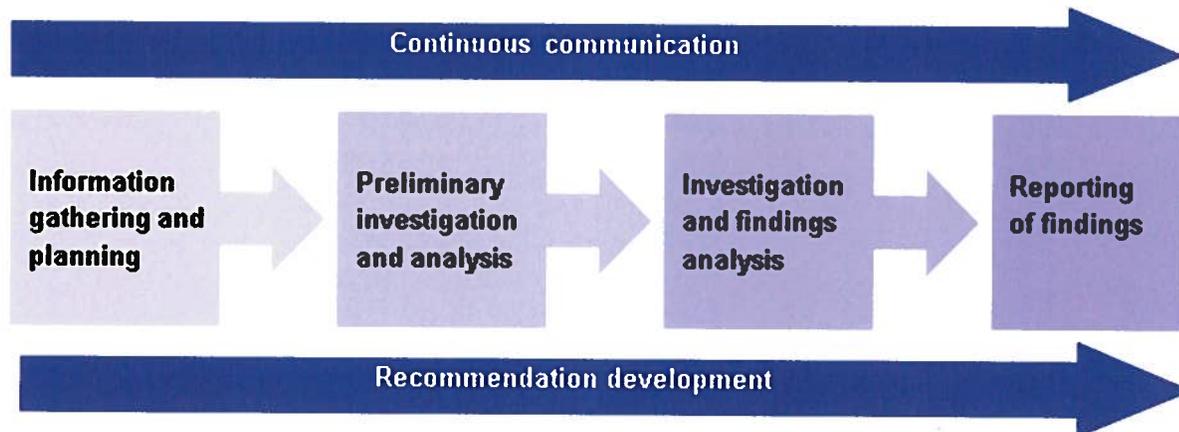
Please contact our references to hear more about their Grant Thornton experience:

Name of Government	Client Contact	Years of Service	Approximate Hours	Population
Town of New Milford	Raymond Jankowski 860.355.6066	2006-2008, 2012 - present	750	30,000
City of Newport RI	Laura Sitrin, CPA 401.845.5394	2009 - 2012	700	25,000
Town of Monroe	Carl Tomchik 860.452.5454	2006 - present	650	20,000
Town of Montville	Terry Hart 860.848.3030 ext. 314	2011 - present	600	20,000
Town of Brookfield	Bill Leverence 203.775.7308	2003 - present	600	18,000

7. Audit Approach

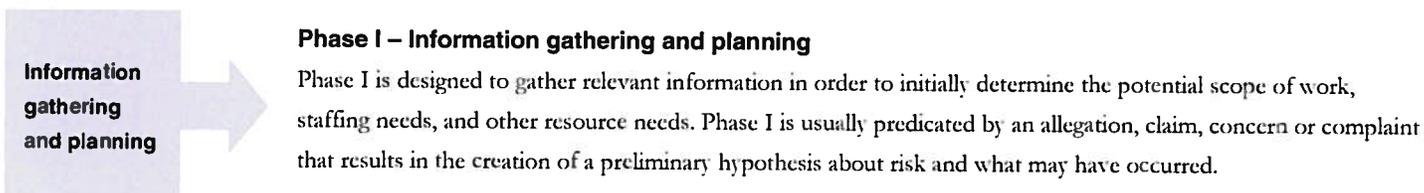
Our forensic accounting and investigation services process

Grant Thornton executes our work in a phased approach. Following is a brief graphic and description of this approach:



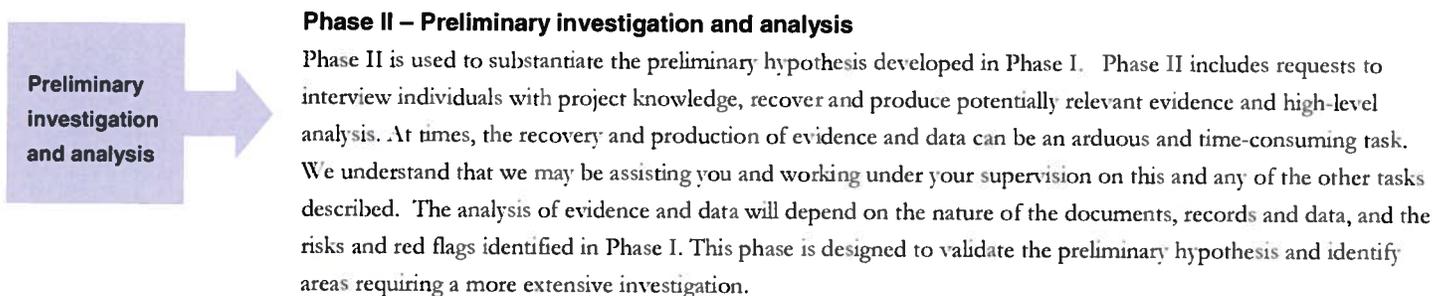
CONTINUOUS COMMUNICATION AND RECOMMENDATION DEVELOPMENT

We insist on two-way, continuous communication between designated representatives of the Town of Trumbull and our professional service team. This is an important part of our award winning client service. In this way, we can better understand and deliver on your expectations. This is also an effective way to protect legal privileges and control costs.



In summary, Phase I will include the following procedures:

- Meet with designated Town officials to obtain an understanding their understanding of the issues surrounding the construction project and to define expectations
- Obtain and analyze allegations, claims, concerns or complaints
- Initial assessment of risk and red flags indicative of improper activity
- Identify, locate and determine the accessibility of evidence (e.g., documents, records, reports, data) potentially relevant to the investigation
- Evaluate the size, complexity and time period to be investigated and analyzed
- Consult with you to develop preliminary investigation scope and reporting process
- Prepare initial Phase II work plan under your direction



This phase will include the following investigative procedures:

- Collect and review selected evidence and data, including Building Committee meeting agendas and minutes, correspondence, select bid documents, etc.
- Interview identified individuals with project knowledge (our fee quote assumes up to 15 interviews – additional interviews will be billed on an hourly fee basis)
- Perform an analysis of key areas, transactions and/or time periods
- On site investigation with bid documents to verify scope
- Evaluate the results
- Plan Phase III investigative procedures

As discussed above, we will be in constant communication with the designated representatives of the Town of Trumbull so that all parties are aware of the effort undertaken and related costs.



**Investigation
and findings
analysis**

Phase III – Investigation and findings analysis

Phase III will be focused on the investigation and analysis of the validated hypothesis. It targets specific individuals, companies, transactions, or groups of accounts that have been assessed in Phase II as having a significant risk for unacceptable, illegal or undesirable activity. The result is expected to be findings supported by facts, evidence and professional experience.

Obviously, it is not possible to describe the specific procedures and analyses that might be performed in this phase of the investigation until Phase II has been completed.

However, we can share with you a few of the procedures we have used in the past for similar matters and that we expect to use in this assignment as follows:

- Review Value Management logs, design documents and other items to determine if appropriate values were incorporated and identified
- Review evidence collected to determine inconsistencies
- Be aware of and look for discrepancies between source documents and other information presented in reports or obtained elsewhere, such as in the interview process
- Review certain selected contracts or sections of contracts to determine scope of work and accountability
- Search for indications of non-compliance with the CT False Claims Act

The time to complete Phase III procedures may vary significantly and will depend on facts and circumstances unknown to us at this time. We will be in constant communication with the designated representatives of the Town of Trumbull so that all parties are aware of the status of our work.



**Reporting of
findings**

Phase IV – Reporting of findings

We will communicate the findings and results of our work in a written report. Our report will also include recommendations to the Town of appropriate actions to prevent future abnormal activities. We also expect to deliver the findings from our investigation to be communicated verbally to the First Selectman. We are talented and effective at communicating our results in reports, demonstratives and expert testimony in plain, understandable language. Our professionals have been qualified and have testified as experts in Federal, Bankruptcy, State and Tax Courts, as well as before arbitration panels. Our engagement is normally complete and the investigation closed following the reporting of our findings.

ADDITIONAL INVESTIGATIVE SERVICES

We are available to expand our forensic investigation at your request. In addition, we understand that we may be expected to testify in possible future litigation related to this construction project. Our rates for any additional services, including but not limited to the expansion of our forensic investigation or expert testimony, are included in Appendix C. Examples of additional services that can be provided and may be appropriate in this investigation are as follows:

- Review of field observation reports
- Review punch list process
- Review to determine if proper personnel were assigned to the project per contract
- Review to ensure LEED process was followed
- Review commissioning process
- Review BSF submission for PCT and non-PCT compliance report
- Review for cost control by the Construction Manager including a review of change orders
- Review document submissions to determine if meeting State requirements
- Review bid submission process
- Review scope review notes and recommendations for award
- Review materials testing reports to investigate installations not meeting minimum requirements
- Developing a best practices document for the Town to use for future large scale construction projects

Construction seminars and webinars for owners.

Online Access Instructions: Below is a sampling of the special programs our professionals put together on an ongoing basis for construction industry clients and prospects. To access any of the following webinars, simply click on the link indicated and follow the instructions. First time users will need to register with the platform carrier, LearnLive, by following the registration instructions on the first screen. Users who have previously registered with LearnLive will be routed directly to the webinar.

TOP TEN CONSTRUCTION PROJECT FRAUD SCHEMES

This webinar provides advice on ways that construction project owners and their attorneys can identify and reduce the risks of fraudulent activity. Construction companies face a higher risk of corporate fraud than companies operating in other industries. The very nature of construction and other third-party contracting relationships creates opportunities for things to go wrong and remain undetected.

Link: <https://university.learnlive.com/Demo.aspx?id=321>

CONSTRUCTION CONTRACT TERMS CRITICAL TO MITIGATING FRAUD IN THE PAYMENT PROCESS

This webinar is intended to help you better define accounting controls needed in today's increasingly complex construction delivery process. Construction contracts generally do not provide sufficient specificity when defining the accounting terms, procedures and documents the owner requires from the Contractor to mitigate fraud during the payment process.

Link: <https://university.learnlive.com/Demo.aspx?id=322>

OWNER INTERNAL CONTROLS CRITICAL TO SUBCONTRACTOR SELECTION, BUY-OUT AND CHANGES

This construction fraud webinar provides valuable tips to help you identify the greatest areas of owner internal control weakness and guidance on safeguarding funds flowing through the general contractor/construction manager to the subs in new construction project delivery systems.

Link: <https://university.learnlive.com/Demo.aspx?id=323>

CONSTRUCTION CONTRACT CLOSE-OUT; ACCOUNTING AND COMPLIANCE

This webinar focuses on the construction contract close-out for the construction project owner's last practical opportunity to ensure it pays the contractor only the amount of money it is obligated to under the contract. Since most major construction contracts today are wholly or partially cost-based contracts, the owner's accounting and internal audit departments are primarily responsible for ensuring that the final settlement with the contractor is correct. Errors in final settlement of cost based construction contracts frequently range from one to three percent of the final contract price. This means that for a \$50 million contract, the owner typically faces a significant risk of losing \$500,000 to \$1,500,000 if the close-out process is not properly handled.

Link: <https://university.learnlive.com/Demo.aspx?id=324>

TOP TEN REASONS FOR CONSTRUCTION PROJECT BUDGET DISASTERS

This construction webinar is intended to help CFOs, accountants, internal auditors and BOD audit committees understand the reasons construction costs often exceed construction budgets and how to avoid or mitigate unanticipated construction cost pitfalls or "budget disasters." Presented by three leading experts in the construction industry, this webcast provided critical observations on construction management issues and legal, accounting and administrative concerns that if not addressed can have a chilling effect on operating profit, cash flow, credit ratings and banking relationships. This webcast will arm you with important guidance that can help you protect your valuable construction project.

Link: <https://university.learnlive.com/Demo.aspx?id=325>

CONSTRUCTION PROJECT RISK MITIGATION AND MANAGEMENT

This construction webinar focuses on the tools contractors can use to identify and mitigate construction project risk. It is intended to help financial personnel at construction companies participate more effectively in the construction project risk mitigation and management process. The risk mitigation tool described here provides for risk to be controlled either contractually, through insurance or through modifications in the company's policies, procedures and organization resources.

Link: <https://university.learnlive.com/Demo.aspx?id=326>

ETHICS AND COMPLIANCE – WHEN THE CUSTOMER USES SOME (OR ALL) FEDERAL FUNDING

On July 14th, 2011, Grant Thornton LLP held a webcast on the ethic and compliance issues companies face if their customer pays for its purchases with some Federal money. The webcast first discusses how a customer can be identified as paying with some Federal money. Next the webcast discusses the unique ethics and compliance requirements that are attached to these Federal dollars. The webcast discusses in detail the False Claims Act and the consequences of noncompliance. Finally, the webcast presents some simple and inexpensive ways of avoiding problems and improving your company's compliance profile.

Link: <https://university.learnlive.com/Demo.aspx?id=407>

8. *Identification of Anticipated Potential Audit Problems*

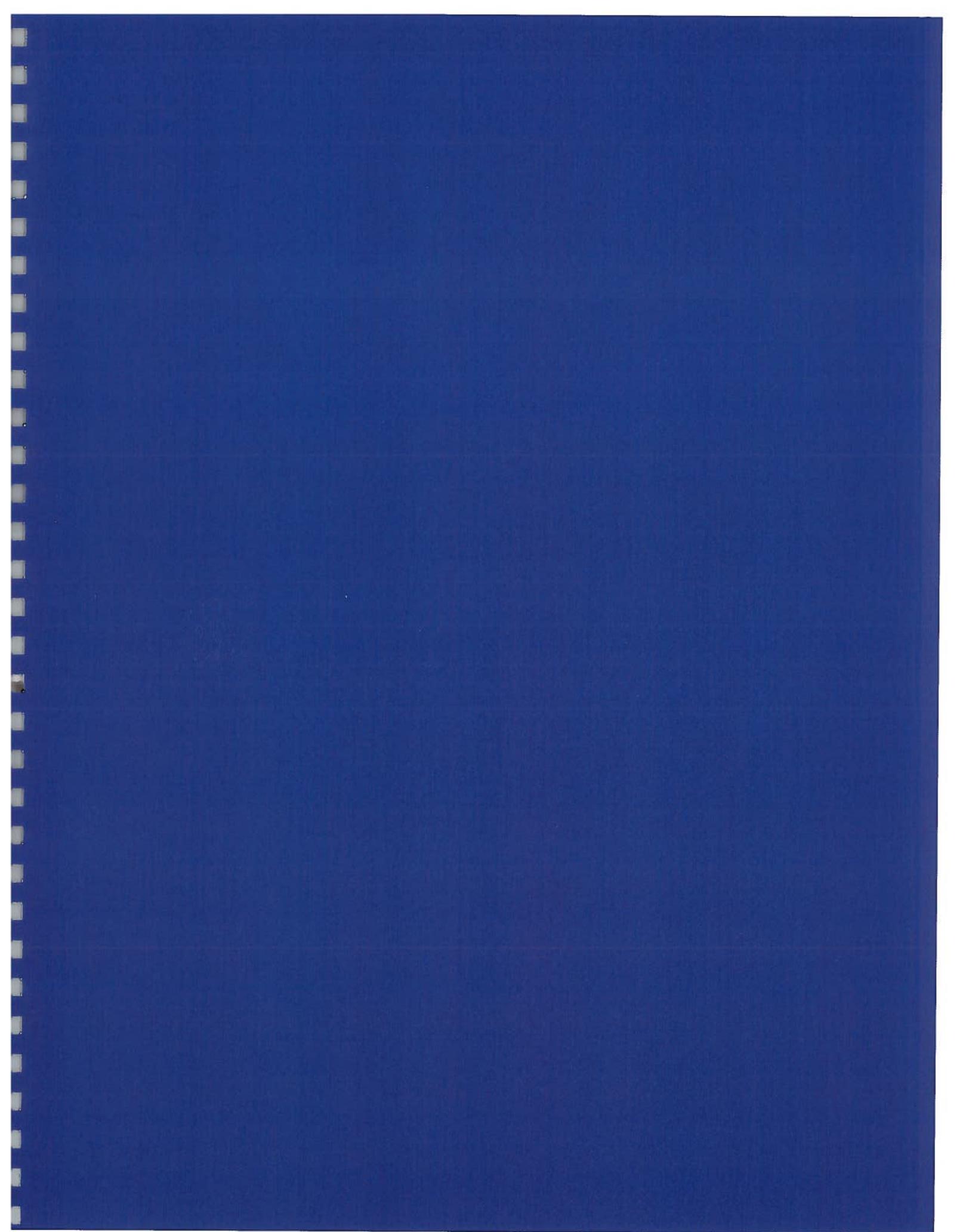
Based on our current knowledge of the Town and this project, we are not aware of any potential audit problems at this time. It is possible in this type of audit that individuals that we need access to will not be available or cooperative. This could cause gaps in gathering the requisite knowledge and information flow. As part of our audit approach, we will perform upfront planning and coordination with project contacts, as well as status meetings throughout the course of the engagement and other special meetings, as necessary.

ISSUE RESOLUTION

Most issues are resolved by the engagement team and the local office's quality review function. The National Construction Forensics practice has dedicated partners who work with the local engagement teams to resolve industry-unique audit, accounting and reporting issues. These consultants are quick and responsive. To the extent transactions or issues are complex and require National consultation, the Regional Director of Professional Standards will work with the engagement team, all subject matter experts and our client for the timely resolution of significant technical issues.

We will hold regular meetings to review any the periodic findings and to discuss any developments in the project. As the Request for Proposal indicates, if the town requests further forensic investigation or the auditor recommends further investigation, we will discuss potential additional hours and fees prior to performing any additional work and obtain the necessary approvals before performing the additional work.

As to issues that do arise, the initial point of contact for technical matters will your lead engagement partner, who will coordinate all communication with technical specialists and other professional personnel.



APPENDIX A:
PROPOSER
GUARANTEES
AND
WARRANTIES

APPENDIX A

PROPOSER GUARANTEES AND WARRANTIES

Proposer Guarantees

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-state of Connecticut) corporations.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Town of Trumbull.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Grant Thornton LLP By (Signature) *Catherine M. Parente*
Company Name

124 Hebron Ave. Glastonbury, CT 06033-2063 Catherine Parente
Address Print Name

Grant Thornton LLP Partner
Company Name Title

2/22/13 401-808-8031
Date Telephone/Fax

APPENDIX B: INSURANCE EXHIBIT

Grant Thornton LLP maintains professional liability insurance and general commercial liability insurance coverage for the provision of accounting and advisory services. The insurance coverage and limits are consistent with other national accounting firms of its size. Upon acceptance of Grant Thornton's proposal to provide services, and upon request, Grant Thornton will provide the Town verification of professional liability insurance and/or a certificate of general commercial liability insurance.

APPENDIX B

INSURANCE EXHIBIT - PROFESSIONAL SERVICES

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the firm, his agents, representatives, or employees. The cost of such insurance shall be included in the proposal.

For the purpose of this clause, the term "professional individual or firm" shall also include the individual's or firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and products / completed operations.
2. Automobile Liability \$1,000,000 combined single limit per occurrence for bodily injury and property damage
3. Umbrella Liability \$1,000,000 per occurrence, following form.
4. Workers' Compensation Limits as required by State of Connecticut Labor Code
5. Employers' Liability \$100,000 each accident \$500,000 disease/policy limit \$100,000 disease/each employee
6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion.) \$1,000,000 per occurrence \$1,000,000 aggregate
7. Personal Property Coverage
8. Adequate insurance to cover the value of personal property (including but not limited to, personal computers) belonging to the Auditor while located on Town property, while in use or in storage, for the duration of the contract.

B. Aggregate Limits

Any aggregate limits must be declared to and be approved by the Town. At the option of the Town, the insurer shall increase or eliminate the aggregate limit and notify the Town of any erosion of aggregate limits.

C. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and be approved by the Town. At the option of the Town, the insurer shall reduce or eliminate such deductibles or self-insured retention's as regards the Town or the Auditors shall procure a bond which guarantees payment of the losses and related investigations, claims administration and defense expenses. At no time will the Town be responsible for the payment of deductibles or self-insured retention's.

D. Notice of Cancellation or Non-renewal

Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions;

1. Liability, (General, Automobile, Professional) Coverage;
 - a. **"The Town of Trumbull and its respective officers, agents, officials, employees, volunteers, boards and commissions"** are to be named as **additional insured** with regards to liability arising out of activities performed by or on behalf of the Auditor; products and completed operations of the Auditor; premises owned, leased or used by

the Auditor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

- b. The Auditor's insurance coverage shall be the primary insurance as regards the Town. Any insurance or self-insurance maintained by the Town shall be in excess of the Auditor's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Town.
- d. Coverage shall state that the Auditor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employer's Liability Coverage**

- a. The insurer shall agree to waive all rights of subrogation against the Town for losses arising from the work performed by the Auditor for the Town.
- b. If State statute does not require the Auditor to obtain Workers' Compensation insurance, then the Auditor shall furnish the Town with adequate proof of the self-employment status/ The Auditor agrees to waive all rights of claims against the Town for losses arising from the work performed by the Auditor. In the event that during the contract this self employment status should change, the Auditor shall immediately furnish proper notice to the Town and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the Auditor as required by this Exhibit.

F. Acceptability of Insurers

- 1. Insurance is to be placed with insurers which have a Best's rating of at least A.
- 2. Insurance companies must either be licensed to do business in the State of Connecticut or be deemed to be acceptable by the Town's Finance Director.

G. Verification of Coverage

The Auditor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Finance Director before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the rights to require complete, certified copies of all required policies, at any time.

All insurance documents required by this Exhibit shall be mailed to the Director of Finance.

Signed: *Catherine M. Parente*

Title: Partner

Date; 2/22/13

EXHIBIT I: PEER REVIEW

System Review Report

To the Partners of
Grant Thornton LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of Grant Thornton LLP (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and audits of carrying broker-dealers.

In our opinion, the system of quality control for the accounting and auditing practice of Grant Thornton LLP applicable to non-SEC issuers in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Grant Thornton LLP has received a peer review rating of *pass*.

BKD, LLP

November 30, 2011

AICPA Peer Review Program
Administered by the
National Peer Review Committee

December 9, 2011

Stephen Mark Chipman, CPA
Grant Thornton LLP
175 W Jackson Blvd Fl 20
Chicago, IL 60604

Dear Mr. Chipman:

It is my pleasure to notify you that on December 8, 2011 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is November 30, 2014. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Betty Jo Charles
Chair—NPRC
nprc@aicpa.org 919 402-4502

cc: Andrew Lear, CPA

Firm Number: 10026656 Review Number: 322811

EXHIBIT II: SAMPLE FINANCIAL STATEMENTS

Due to the size of the Sample Documents for Connecticut municipalities we are providing, we have included PDF files on the attached CD-ROM.

EXHIBIT III:
REQUESTED
EXCEPTIONS



TOWN OF TRUMBULL, CONNECTICUT

REQUEST FOR PROPOSAL (RFP) SPECIAL FORECSIC AUDIT SERVICES TRUMBULL HIGH SCHOOL LIKE NEW RENOVATION PHASE I & II

Grant Thornton Exceptions:

Grant Thornton accepts in principle the contract terms and conditions included in the solicitation as drafts of certain provisions of a contract, the final terms of which we anticipate being mutually negotiated through clarifications, changes and additional provisions to cover the circumstances of the engagement as finally awarded. Grant Thornton reserves the right to negotiate the terms and conditions outlined in the Client's solicitation and as required by our industry professional standards for the mutually agreed upon scope of services to be provided to the Client by Grant Thornton. We are confident that we will be able to come to a mutually satisfactory agreement with the Client regarding terms and conditions, as we have many times in the past in similar procurement situations with public sector entities. The included terms and any specified exceptions shall not be interpreted to prohibit Grant Thornton from proposing additional or alternative contract terms and conditions during negotiation of the final contract upon award.

J. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any contractor or subcontractor of the Town offers and agrees to assign to the public purchasing body all rights, title and interest in and to all causes of action it may have under Sec. 4 of the Clayton Act, 15 U.S.C. Section 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

Any assignment or subcontracting for work to be performed related to this request, in whole or in part, and any other interest in conjunction with Town procurement shall not be permitted without the express written consent of ~~the Town of Trumbull~~either party.

K. HOLD HARMLESS CLAUSE

~~Any contractor or subcontractor of the Town agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request and subsequent Contract, whether or not due in whole or in part of any act, omission or negligence of the Town or any of its representatives or employees.~~

"Contractor shall indemnify the Town of Trumbull against any and all claims or liability arising from either any bodily injury or property damage or any infringement of third-party intellectual property rights, caused by the Contractor or its personnel in the performance of this contract. Notwithstanding the foregoing, Contractor and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity)."

With respect to the services, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability.

B. Professional Qualifications Required

1. General Requirements

Firms submitting proposals must be qualified to perform independent audits of municipalities of the State of Connecticut and have certification in financial forensics (CFF) as well as Certified Fraud Examiner (CFE). The firm must have been engaged during the last five (5) years, as independent Forensic Auditors. The selected firm shall be retained for the express purpose of rendering an opinion on the activity and procedures related to the design, construction and management of the Trumbull High School Like New Renovation Project (Phase I & II) from May 2008 to the present.

2. Independence

- a. The firm should provide an affirmative statement that it is independent of the Town of Trumbull as defined by generally accepted accounting standards and the U.S. Comptroller General's Government Auditing Standards.
- b. The firm should also list and describe the firm's professional relationships involving the Town of Trumbull or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
- c. In addition, the firm shall give the Town of Trumbull written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Connecticut

An affirmative statement should be included indicating that the firm and its municipal partner are qualified to practice in Connecticut.

4. Firm Qualifications and Experience

- a. The proposal should state the size of the firm, the size of the firm's forensic governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be so employed on a part-time basis.
- b. The firm shall also provide information on the results of the firm's latest federal or state desk reviews or field reviews of its audits. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

- a. The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Connecticut. The firm shall also list all credentials that indicate its ability to conduct a forensic audit and shall indicate how the quality of staff over the term of the agreement will be assured. Ideally, the firm selected firm shall have staff or available consultants with experience in reviewing plans for sewer design and construction.
- b. The proposer should identify the extent to which its staff reflects the Town of Trumbull's commitment of Affirmative Action.
- c. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Town of Trumbull. However, in either case, the Town of Trumbull retains the right to approve or reject replacements **for good cause**.
- d. Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Town of Trumbull, which retains the right to approve or reject replacements.
- e. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

APPENDIX B

INSURANCE EXHIBIT - PROFESSIONAL SERVICES

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the

individual or the firm, his agents, representatives, or employees. The cost of such insurance shall be included in the proposal.

For the purpose of this clause, the term "professional individual or firm" shall also include the individual's or firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and products / completed operations.
2. Automobile Liability \$1,000,000 combined single limit per occurrence for bodily injury and property damage
3. Umbrella Liability \$1,000,000 per occurrence, following form.
4. Workers' Compensation Limits as required by State of Connecticut Labor Code
5. Employers' Liability \$100,000 each accident \$500,000 disease/policy limit \$100,000 disease/each employee
6. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion.) \$1,000,000 per occurrence \$1,000,000 aggregate
7. Personal Property Coverage
8. Adequate insurance to cover the value of personal property (including but not limited to, personal computers) belonging to the Auditor while located on Town property, while in use or in storage, for the duration of the contract.

B. Aggregate Limits

Any aggregate limits must be declared to and be approved by the Town. At the option of the Town, the insurer shall increase or eliminate the aggregate limit and notify the Town of any erosion of aggregate limits.

C. Deductibles and Self-Insured Retention's

The deductibles for automobile, umbrella and property insurances ~~Any deductibles or self-insured retention's will be~~ must be declared to by proposer and be approved by the Town. At the option of the Town, the insurer shall reduce or eliminate such deductibles or self-insured retention's as regards the Town or the Auditors shall procure a bond which guarantees payment of the losses and related investigations, claims administration and defense expenses. At no time will the Town be responsible for the payment of deductibles or self-insured retention's.

D. Notice of Cancellation or Non-renewal

~~Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.~~

The insurance policies shall provide for no less than thirty (30) days prior written notice of cancellation, which the insurance carrier shall endeavor to provide

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions;

1. Liability, (General, ~~and~~-Automobile, ~~Professional~~) Coverage;

- a. "The Town of Trumbull and its respective officers, agents, officials, employees, volunteers, boards and commissions" are to be named as additional insured with regards to liability arising out of activities performed by or on behalf of the Auditor; products and completed operations of the Auditor; premises owned, leased or used by the Auditor. The coverage shall contain no special limitations on the scope of protection afforded to the Town. The policy shall provide blanket additional insured coverage.
- b. The Auditor's insurance coverage shall be the primary insurance as regards the Town. Any insurance or self-insurance maintained by the Town shall be in excess of the Auditor's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Town.
- d. Coverage shall state that the Auditor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer's Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the Town for losses arising from the work performed by the Auditor for the Town.
- b. If State statute does not require the Auditor to obtain Workers' Compensation insurance, then the Auditor shall furnish the Town with adequate proof of the self-employment status/ The Auditor agrees to waive all rights of claims against the Town for losses

arising from the work performed by the Auditor. In the event that during the contract this self employment status should change, the Auditor shall immediately furnish proper notice to the Town and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the Auditor as required by this Exhibit.

F. Acceptability of Insurers

1. Insurance is to be placed with insurers which have a Best's rating of at least A.
2. Insurance companies must either be licensed to do business in the State of Connecticut or be deemed to be acceptable by the Town's Finance Director.

G. Verification of Coverage

The Auditor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Finance Director before work commences. Renewal of expiring certificates shall be filed ~~thirty (30) days~~ prior to expiration. The Town reserves the rights to require complete, certified copies of all required policies, at any time.

All insurance documents required by this Exhibit shall be mailed to the Director of Finance.

Signed: _____ Title: _____

Date; _____

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