

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

TOWN HALL  
Trumbull

TELEPHONE  
(203) 452-5005



AGENDA No .732

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

DATE: December 11, 2014  
TIME: 7:00 p.m.  
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a special meeting on Thursday, December 11, 2014 at 7:00 p.m. at the Trumbull Town Hall, for the following purpose:

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1. RESOLUTION TC25-127: To consider and act upon a resolution which would approve the reappointment by the First Selectman of Vincent DeGennaro of 91 Deer Run Drive, as an alternate member of the Board of Finance for a term of December 1, 2014 extending to the first Monday in December 2017.
2. RESOLUTION TC25-135: To consider and act upon a resolution which would approve the reappointment by the First Selectman of Richard Girouard of 18 Firehouse Road as a member of the Inland Wetlands and Watercourses Commission for a term of December 1, 2014 extending to extending to the first Monday of December 2017.
3. RESOLUTION TC25-136: To consider and act upon a resolution which would approve the appointment by the First Selectman of Andrew Lubin of 55 Killian Avenue as an alternate member of the Inland Wetlands and Watercourses Commission for a term of December 2013 extending to extending to the first Monday of December 2016. (Elstein)
4. RESOLUTION TC25-137: To consider and act upon a resolution which approve the recommendation by the First Selectman to appoint Mark Block of 60 Ridgeview Avenue as a member of the Ethics Commission for a term of December 1, 2014 extending to the first Monday of December 2019.

5. RESOLUTION TC25-138: To consider and act upon a resolution which would reject funding for a labor agreement between the Town of Trumbull Board of Education and the Trumbull Administrators Association beginning July 1, 2015 and ending June 30, 2018.
6. RESOLUTION TC25-139: To consider and act upon a resolution which would approve the agreement between the Town of Trumbull and Accurate Door and window, LLC.
7. RESOLUTION TC25-140: To consider and act upon a resolution which approve Trumbull's withdrawal from the Health District.
8. RESOLUTION TC 25-141: To consider and act upon a resolution which would approve the Five Year Capital Plan.

#### VIII ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO

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

## RESOLUTIONS

1. RESOLUTION TC25-127: BE IT RESOLVED, That the reappointment by the First Selectman of Vincent DeGennaro of 91 Deer Run Drive, be and the same, is hereby approved as an alternate member of the Board of Finance for a term of December 1, 2014 extending to the first Monday in December 2017.
2. RESOLUTION TC25-135: BE IT RESOLVED, That the reappointment by the First Selectman of Richard Girouard of 18 Firehouse Road, be and the same is hereby as a member of the Inland Wetlands and Watercourses Commission for a term of December 1, 2014 extending to extending to the first Monday of December 2017.
3. RESOLUTION TC25-136: BE IT RESOLVED, That the appointment by the First Selectman of Andrew Lubin of 55 Killian Avenue, be and the same is hereby approved as an alternate member of the Inland Wetlands and Watercourses Commission for a term of December 2013 extending to extending to the first Monday of December 2016.
4. RESOLUTION TC25-137: BE IT RESOLVED, That the recommendation by the First Selectman to appoint Mark Block of 60 Ridgeview Avenue, be and the same is hereby approved as a member of the Ethics Commission for a term of December 1, 2014 extending to the first Monday of December 2019. (2/3 Town Council Affirmative Vote)
5. RESOLUTION TC25-138: BE IT RESOLVED, That funding for a labor agreement between the Town of Trumbull Board of Education and the Trumbull Administrators Association beginning July 1, 2015 and ending June 30, 2018 is hereby rejected.
6. RESOLUTION TC25-139: BE IT RESOLVED, That the agreement between the Town of Trumbull and Accurate Door and window, LLC is hereby approved.
7. RESOLUTION TC25-140: BE IT RESOLVED, That Trumbull shall withdraw from the Health District immediately; and,  
Said withdrawal shall become effective on July 1, 2015. (Full Resolution Attached)
8. RESOLUTION TC 25-141: BE IT RESOLVED, That the Five Year Capital Plan is hereby approved.

**FULL RESOLUTION ~~TC25-142~~ TC25-140**

**RESOLUTION ~~TC25-142~~ TC25-140: BE IT RESOLVED, WHEREAS,** the Town of Trumbull approved the formation of and its participation in the Trumbull/Monroe Health District (DISTRICT) on August 4, 2003 and officially became part of that Health District on February 29, 2004, and;

**WHEREAS,** the district is governed by an appointed board which included two (2) appointed members from the Town of Monroe (Monroe) and four (4) appointed members from the Town of Trumbull (TRUMBULL), and;

**WHEREAS,** the budget for the District is partially funded through the Towns annual budget.

**WHEREAS,** the Trumbull contribution to the District in Fiscal Year 2004-2005 was \$188,554.

**WHEREAS,** Trumbull's contribution to the District in Fiscal Year 2014-2015 is now \$315,380.00.

**WHEREAS,** in light of the sharp increase in cost to the Town of Trumbull over the last decade, the Town questions the level of service provided to residents in light of these escalating costs to Trumbull taxpayers.

**WHEREAS,** the Town of Trumbull's Finance Department has determined a savings to Trumbull taxpayers if this function is brought back in house.

**WHEREAS,** section 19a-246 of the Connecticut General Statutes allows any constituent Town to withdraw from a Health District by vote prior to January first in any year.

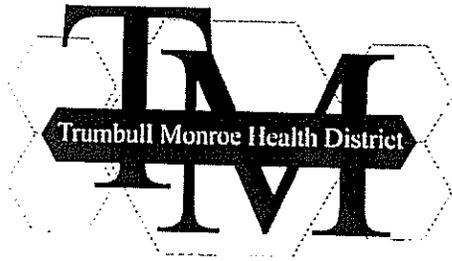
**WHEREAS,** it is in the best interest of Trumbull to withdraw from the District.

**NOW THEREFORE, BE IT RESOLVED:**

- (1) Trumbull shall withdraw from the District immediately;
- (2) Said withdrawal shall become effective on July 1, 2015;

Dated this 21<sup>st</sup> day of November, 2014.

After review of the District's budget, Trumbull questions the validity and usefulness of remaining a participant in the Trumbull Monroe Health District, as well as the increasing contribution from Trumbull taxpayers needed to fund the District.



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

June 24, 2014

Sue Walden  
CT Department of Public Health  
Office of Local Health Administration  
410 Capitol Avenue, MS #11LOC  
P.O. Box 340308  
Hartford, CT 06134-0308

**RE: Per Capita Funding SFY 2015**

Dear Sue:

Enclosed is the application and supporting documentation for the SFY 2015 per capita funding.

If you need additional information or have any questions, please contact me at 203.452.5195 or via email at [psulik@tmhd.org](mailto:psulik@tmhd.org).

Sincerely,

Patricia Sulik, MPH, RS  
Director of Health

Enc.



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

SFY 2015 PER CAPITA FUNDING APPLICATION FOR:

Trumbull-Monroe Health District  
2 Corporate Drive  
Suite 116  
Trumbull, CT 06611

SFY 2015 Per Capita Allocation \$104,169.80 Population (2012) 56,308

This application certifies that Trumbull-Monroe Health District is in compliance with the following terms of the State Aid to Full-time Health Departments/Districts Program:

1. The Health District board employs a duly authorized full-time Director of Health as defined in C.G.S. Section 19a-245.
2. Each town in the health district expends at least \$1.00 per capita per fiscal year from annual local tax receipts for health district services.
3. If this grant application is approved, monies granted will not be used to substitute for funds budgeted for the district health department under the normal budgetary process.
4. The information provided on behalf of the health district in this application and attachments is true and correct.

Name of Individual  
Completing the Application:

\_\_\_\_ Patricia Sulik  
(Please print or type)  
Signature: \_\_\_\_\_ *Patricia Sulik* \_\_\_\_\_

Director of Health:

\_\_\_\_ Patricia Sulik  
(Please print or type)  
Signature: \_\_\_\_\_ *Patricia Sulik* \_\_\_\_\_

Chairperson of the  
Board of Directors:

\_\_\_\_ Raymond W. Knapp  
(Please print or type)  
Signature: \_\_\_\_\_ *Raymond W. Knapp* \_\_\_\_\_





2 Corporate Drive, Suite 116  
Trumbull, CT 06611

RECEIVED:  
14 MAY 12 AM 11:37  
MONROE TOWN CLERK

AGENDA  
May 13, 2014  
7:30 PM

Board of Directors Meeting and Public Hearing  
Trumbull Monroe Health District  
2 Corporate Drive, Suite 116  
Trumbull, Connecticut

**Mr. Raymond Knapp-Board Chair**

Motion to approve minutes of the March 11, 2014, Regular Meeting

**Patrice Sulik-Director of Health**

District report and update

**Old Business:**

Public Hearing for Budget and Anticipated Vote  
Pension Fund-Potential Cost Savings-update

**New Business:**

Status of budget figures for FY 2013-2014



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

RECEIVED  
14 MAY 14 PM 1:19  
MONROE TOWN CLERK

Pending Approval

May 13, 2014

To: Suzanne Burr Monaco  
Town Clerk, Trumbull

Marsha Motter  
Town Clerk, Monroe

From: Patrice Sulik  
Director of Health

Re: Trumbull Monroe Health District Board of Directors Regular Meeting and Public  
Hearing  
2 Corporate Drive, Suite 116, Trumbull, Connecticut  
Minutes/Voting Record for May 13, 2014

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Listed below are minutes, motions, votes and a list of members in attendance for the above-noted Meeting of the Trumbull Monroe Health District's Board of Directors.

Members Present: Mr. Raymond Knapp-Board Chair  
Mr. Richard Bellows-Trumbull  
Ms. Eileen Pannese-Trumbull  
Dr. Paul Moyse-Monroe

Members Absent: Dr. Guido Napolitano-Trumbull

Also Present: Dr. Joel Kunkel, Medical Advisor, Patrice Sulik, Director of Health

Meeting was called to order at 7:34 PM

A warm welcome was extended to new Board Member, Dr. Paul Moyse.

**MOTION MADE:** (Mr. Bellows) and seconded (Ms. Pannese) to approve the minutes of the March 11, 2014, Regular Meeting of the Board.

**Vote:** 2 Yes, 1 abstention, **MOTION CARRIED.**

Patrice provided an update on Health District activity for the Board. This update focused on the National Project Public Health Ready award the Health District received on behalf of Region 1 for public health preparedness and the status of the preparedness grant, which comes through the State Health Department from CDC.

**Old Business:**

Public Hearing for Budget-no one from the public was present.

MOTION MADE: (Mr. Bellows) and seconded (Dr. Moyse) to approve the Health District budget for the 2014-2015 fiscal year as presented (copy attached).

Vote: UNANIMOUS, MOTION CARRIED.

The loan to refinance the unfunded accrued liability for the pension has been finalized.

**New Business:**

The status of the current year's budget figures was reviewed.

There being no further discussion, MOTION was made to adjourn (Dr. Moyse) and seconded (Ms. Pannese) at 8:18 PM.

Vote: UNANIMOUS, MOTION CARRIED.

	Final Approved Budget 2012-2013	ACTUALS YTD 7/1/12-6/30/13	Final Approved Budget 2013-2014	ACTUALS YTD 7/1/13-1/31/14	Proposed Budget 2014-2015	
Expenses:					may 13 update	
Salaries	\$368,740	\$370,694	\$395,255	\$238,491	416,777	Director: \$1,035 2% per contract; 2% increase for staff: Chief Sanitarian, 76,339 (includes upgrade), Nurse, 70,047, Registered Sanitarian, 51,210, FT Sanitarian (from part time), 46,410, Administrative Assistant, 42,427, Receptionist, 22,750 (includes upgrade), Health Educator, 16,560.
Benefits	167,298	174,960	183,596	107,195	162,915	30,617 (FICA+) 7.65% salaries; Pension for FTT 53,714 (ER+EE)- 8,493(EE)=45,221 Net Pension Expense. Insurance:Health \$1,527 (ER+EE) - 8,750(EE Portion)=42,777; ancillary lines, insurance declination and deductible, 44,000.
Sub-total	536,038	545,654	578,851	345,686	579,692	EAP 300 (merged with Monroe EAP)
Refinance of Startup Pension Costs					11,708	
Business Insurance	35,937	34,786	38,960	32,320	42,856	Figure based on 10% increase from current year's actual. Worker's comp, Property, Auto, General and Public Officials Liability, Umbrella
Sub-total	35,937	34,786	38,960	32,320	54,564	
Consulting/Contract Labor:						
Medical Advisor	2,500	2,500	2,500	2,500	2,500	Stipend for Dr. Joel Kunkel
Audit	7,500	7,500	7,500	3,750	7,500	Costs for completing audit
Legal	4,000	3,605	5,000	0	5,000	Legal fees
Bookkeeper	10,000	9,067	9,000	4,747	8,050	Contract bookkeeping services
Information Technology	5,000	5,000	5,000	7,500	7,500	Contract with IT company
Sub-total	29,100	27,672	29,100	18,497	30,550	
Program Expense:						
Vaccine Clinic Expense	22,000	23,440	25,000	24,227	25,000	Vaccine and associated expenses to administer vaccine
Community Health	2,000	407	2,000	1,212	2,000	Community health programs
Food Safety Training	1,500	0	1,500	5,195	4,850	Costs associated with conducting QFO classes for food service workers-certified trainer and ServSafe manuals.
Sub-total	25,500	23,847	28,500	30,634	31,850	
Office Expense:						
Automobile	6,500	8,601	6,500	5,371	7,500	Covers gas and auto repairs (through Town of Trumbull)
Computer Hardware/Software	1,000	1,631	2,000	1,292	7,500	Costs to repair/replace equipment as needed/software costs
Office Supplies/Expenses	6,000	6,917	6,000	3,836	6,500	Covers typical office supplies in addition to copy machine lease and paper-new expenses with new office
Field Supplies	1,000	203	1,000	634	1,000	Sanitarian inspection equipment/supplies; complaint response water analysis
Payroll Processing	1,000	1,340	1,300	571	1,500	Costs to Prime Pay for payroll; switched from Paychex for savings
Postage & Delivery	2,000	1,647	2,000	708	1,600	Postage Costs/Courier costs for laboratory specimens (rabies)
Telephone	3,000	3,089	3,000	1,355	3,000	Office Phones
Staff Professional Dev.	3,000	1,121	3,000	1,423	3,500	includes conferences, seminars and professional memberships
Sub-total	23,500	24,549	24,800	15,190	32,100	
Facility/Maintenance Costs						
Sub-total	40,576	39,551	41,388	22,968	42,216	Estimated costs for rent/utilities/maintenance
Other/Miscellaneous:						
Fund reserve	1,000	0	4,000	0	5,000	Intentional plan to fund reserve to 25-33% of operating budget
Fund capital expenses	2,000	2,000	4,000	0	5,000	Intentional plan to fund capital expense to keep budget stable
Sub-total	3,000	2,000	8,000	0	10,000	
Total Operating Expenses	\$693,651	\$698,059	\$749,599	\$465,295	\$780,992	

	Final Approved Budget 2012-2013	ACTUALS YTD 7/1/12-6/30/13	Final Approved Budget 2013-2014	ACTUALS YTD 7/1/13-1/31/14	Proposed Budget 2014-2015 may 13 update
Revenue					
Per Capita:					
Town of Monroe	139,124	139,124	159,958	79,979	170,582
Town of Trumbull	257,590	257,950	295,737	221,802	315,380
State DPH	102,782	102,727	103,694	103,694	104,170
Sub-total	499,496	499,801	559,389	405,475	590,132
Fees/licenses:					
Beauty/Barbershop Licenses	19,000	17,815	19,000	16,818	19,000
Day Care Inspections	2,700	1,900	2,700	1,400	2,700
Food Licenses	60,000	56,705	60,000	16,736	60,000
Pool Licenses	2,000	1,650	2,100	150	1,900
Septic	40,000	56,350	43,000	25,900	43,000
Well Permits	2,000	1,650	2,000	1,950	2,000
Food Service Fees	6,000	5,300	6,000	4,250	7,000
Sub-total	131,700	141,610	134,800	67,204	135,600
Programs					
Community Health	5,000	575	5,000	575	2,000
Vaccine Clinics	45,000	50,270	45,000	14,059	45,000
Tick Program	400	429	410	279	410
Food Safety Training	5,000	2,625	5,000	5,450	7,350
Sub-total	55,400	53,899	55,410	20,363	54,760
Other:					
Interest Income	0	522	0	55	0
Miscellaneous	529	0	0	182	500
Sub-total	529	522	0	237	500
Total Revenues	\$687,125.00	\$695,832.00	\$749,599.00	\$493,279.00	\$780,992.00
Net income/(loss)	0	\$0.00		\$27,984.00	784,643



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

TRUMBULL MONROE HEALTH DISTRICT

FY 2014-2015 BOARD OF DIRECTORS REGULAR MEETINGS

(GENERALLY HELD THE SECOND TUESDAY EVERY OTHER MONTH)

7:30 PM

Tuesday, July 8, 2014

Tuesday, September 9, 2014

Tuesday, November 18, 2014 (November 11 is a holiday)

Tuesday, January 13, 2015

Tuesday, March 10, 2015

Tuesday, May 12, 2015

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A RED BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON REVERSE SIDE



Town of Monroe, CT  
 Accounts Payable  
 7 Fan Hill Road  
 Monroe, CT 06468  
 Phone: (203) 452-2800 x-1007  
 Fax: (203) 261-6197

General Fund  
 Newtown Saving Bank  
 51-7229  
 2211

Vendor Number: 3365  
 Check Date: 11/05/2013  
 Check Number: 00002007

VOID 120 DAYS FROM DATE OF ISSUE

\$39,989.50

Pay Thirty Nine Thousand Nine Hundred Eighty Nine Dollars and 50 cents \*\*\*\*\*

00002007

To The Order Of

TRUMBULL-MONROE  
 HEALTH DISTRICT  
 2 CORPORATE DR SUITE 116  
 TRUMBULL, CT 06611

*Steve Malone* MP  
 Authorized Signature  
*[Signature]* MP  
 Authorized Signature

⑈00002007⑈ ⑆221172296⑆ 727001821⑈

Town of Monroe, Monroe CT

Page 1 of 1

Check Number: 00002007

Invoice Date	Invoice Number	Description	Invoice Amount										
10/01/2013	9-17-13	13-14 Funding 2nd qtr PO# 11512000	\$39,989.50										
<table border="1"> <thead> <tr> <th>Vendor No</th> <th>Vendor Name</th> <th>Check No</th> <th>Check Date</th> <th>Check Amount</th> </tr> </thead> <tbody> <tr> <td>3365</td> <td>TRUMBULL-MONROE</td> <td>00002007</td> <td>11/05/2013</td> <td>\$39,989.50</td> </tr> </tbody> </table>				Vendor No	Vendor Name	Check No	Check Date	Check Amount	3365	TRUMBULL-MONROE	00002007	11/05/2013	\$39,989.50
Vendor No	Vendor Name	Check No	Check Date	Check Amount									
3365	TRUMBULL-MONROE	00002007	11/05/2013	\$39,989.50									

THIS DOCUMENT HAS A COLORED BACKGROUND, AN ULTRAVIOLET INK FEATURE, BLEED THRU NUMBERING AND A WATERMARK ON THE BACK.



TOWN OF TRUMBULL  
TRUMBULL, CT 06611  
GENERAL FUND

People's Bank  
Municipal Banking

CHECK NO. 086480  
86480

51-7218/2211

VENDOR	CHECK DATE	CHECK AMOUNT
5939	03/20/2014	\$73,934.25

\*\*\*\*\*73,934 DOLLARS AND 25 CENTS

NOT VALID AFTER 60 DAYS

PAY

TRUMBULL MONROE HEALTH DISTRICT  
2 CORPORATE DR. STE. 116  
TRUMBULL CT 06611

TO THE  
ORDER OF:

*Margaret J. Liles*  
*M Jones*

AUTHORIZED SIGNATURE

M

⑈086480⑈ ⑆221172186⑆ 012 7010558⑈

86480

TOWN OF TRUMBULL, Trumbull, CT 06611

032014

086480

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
03/11/14	032014	MTHS APRIL-JUNE 2014	73,934.25	20140099	135173

5939 TRUMBULL MONROE HEALTH DISTRICT

73,934.25

86480

PER CAPITA GRANT IN AID BUDGET PROPOSAL  
 SFY 2015  
 July 1, 2014 – June 30, 2015

DIRECTOR OF HEALTH Patricia Sulik POPULATION (2012) 56,308

SIGNATURE of DOH Patricia Sulik ALLOCATION (2015) \$104,169.80

BUDGET LINE ITEMS	SFY 2015 Per Capita Allocation	Carryover Funding from Prior Years
1. Salary and Wages*	\$104,169.80	-0-
2. Fringe Benefits* %		
3. Office Supplies		
4. Contractual **		
5. Equipment		
6. Other		
a.		
b.		
c.		
d.		
e.		
f.		
TOTALS	\$104,169.80	-0-

\*Complete the salary/fringe position schedule.

\*\*Complete the Subcontractor detail information for each subcontractor

## PROPOSED USE OF PER CAPITA FUNDS

Provide a **budget justification for each line in your budget**, describing how your district intends to use the per capita funds. If funds are used to support a position, please complete the salary detail and fringe position schedule. If the district is subcontracting out services or using a consultant, please complete subcontractor detail sheet and indicate the name of consultant/agency and rate of pay and/or funding detail for the services.

BUDGET LINE ITEM	JUSTIFICATION
Director of Health-Patricia Sulik	(50.02 x 22 hours/week x 52 weeks=57,223.88). The Director of Health will cover the towns of Trumbull and Monroe. The cost will cover approximately 63% of the Director's salary. The Director will fulfill functions in administration, environmental health, community health and communicable disease follow-up. The Director is active with the Greater Bridgeport Region on the Community Health Improvement Plan and works collaboratively with the Stratford Health Department on preparedness planning and activities.
Chief Sanitarian-Richard Jackson	(41.94 x 20 hours/week x 52 weeks=43,617.60). The Chief Sanitarian will supervise work assignments for the environmental health division as well as providing the array of environmental activities required in the community. The Chief Sanitarian will also serve in a leadership role in the Department for QI, Strategic Planning and Staff Development. The cost will cover approximately 57% of the Chief Sanitarian's salary.
Public Health Nurse-Heather Henning	(40.82 x 81.54 hours per year =3,328.32*). The Public Health Nurse will perform communicable disease follow-up, provide community nursing services and, when needed, certain environmental health functions. The cost will cover approximately 4.5% of the Nurse's salary.
	*This calculation equals 3,328.46 due to rounding of numbers, 3,328.32 will be charged to the grant, leaving a remainder of .14 to be covered by other funding.


**Subcontractors**

Program: Per Capita Grant

Subcontractor Name:

Address:

Telephone:

Select One: A  Budget Basis B  Fee-for-Service C  Hourly Rate

Indicate One:  MBE  WBE x  Neither

Line Item	Amount
<b>Total Subcontract Amount:</b>	

Subcontractor Name:

Address:

Telephone: ( ) ( - )

Select One: A  Budget Basis B  Fee-for-Service C  Hourly Rate

Indicate One:  MBE  WBE x  Neither

Line Item	Amount
<b>Total Subcontract Amount:</b>	

Subcontractor Name:

Address:

Telephone: ( ) ( - )

Select One: A  Budget Basis B  Fee-for-Service C  Hourly Rate

Indicate One:  MBE  WBE x  Neither

Line Item	Amount

Per Capita Grant Salary/Fringe Position Schedule

Position Detail	Site/ Location	Hours wk/ wks per Year	Hourly Rate	Total Salary Charged	Fringe Benefit Rate %	Total Fringe Benefits
1.Position: Director of Health Name: Patricia Sulik	Trumbull	35hour/we ek/52 weeks	50.02	57,223.8 8	0 %	0
2.Position: Chief Sanitarian Name: Richard Jackson	Trumbull	35 hours/wee k/52 weeks	41.94	43,617.6 0	0 %	0
3.Position: Public Health Nurse Name: Heather Henning	Trumbull	35 hours/wee k/52 weeks	40.82	3,328.32	0 %	0
4.Position: Name:		/			%	
5.Position: Name:		/			%	
6.Position: Name:		/			%	
7.Position: Name:		/			%	
8.Position: Name:		/			%	
9.Position: Name:		/			%	
10.Position: Name:		/			%	
11.Position: Name:		/			%	
12.Position: Name:		/			%	
13.Position: Name:		/			%	
14.Position: Name:		/			%	
15.Position: Name:		/			%	
16.Position: Name:		/			%	
<b>Totals</b>				104,169. 80		0

**APPLICATION CHECKLIST**

*Please make sure the following items are submitted with your application:*

- Signed and Completed Per Capita Application
- Signed Invoice
- Organizational Chart for the District Health Department
- Job Descriptions for any positions to be funded by this grant
- Health District Budget for SFY 2015
- Copies of checks from member towns (if available)

**PLEASE RETURN YOUR COMPLETED APPLICATION TO:**

Sue Walden  
CT Department of Public Health  
Office of Local Health Administration  
410 Capitol Avenue, MS #11LOC  
P.O. Box 340308  
Hartford, CT 06134-0308

**VENDOR INVOICE FOR GOODS OR SERVICES  
RENDERED TO THE STATE OF CONNECTICUT**  
CO-17 Rev 7/03

**VENDOR:** Please complete this form and send it to the  
**DEPARTMENT BILLING ADDRESS SHOWN ON PURCHASE ORDER**

**STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER  
CENTRAL ACCOUNTS PAYABLE DIVISION**

(1) Business Unit Name	(2) Business Unit Number	(3) Invoice Number	(4) Invoice Amount \$104,169.80
------------------------	--------------------------	--------------------	------------------------------------

(5) Document Date	(6) Invoice Date 7/1/14	(7) Accounting Date	(8) Rpt. Type T	(9) VENDOR FEIN/SSN - SUFFIX 000-000-420
-------------------	----------------------------	---------------------	--------------------	---

**VENDOR/PAYEE: FIELDS 9, 10 14 and 18 ARE MANDATORY FOR PAYMENT**

(10) <b>PAYEE:</b>  Trumbull-Monroe Health District ADDRESS: 2 Corporate Drive, Suite 116 Trumbull, CT 06611	(11) Voucher Number
	(12) Voucher Date: _____  Prepared by: _____

(13) **VENDOR BILLING COMMENTS**  
SFY 2015 Per Capita Grant

(14) Give a full description of goods or services completed	(15) Quantity	(16) Units	(17) Unit Price	(18) Amount
SFY 2015 State Aid pursuant to Section 19a-245 of the Connecticut General Statutes. For the period 7/1/14 - 6/30/15				\$104,169.80

I certify that the above is a valid claim and has not been paid

xx *Patricia Sulik*

(Contractor) Signature of Authorized Person  
Patricia Sulik, Director of Health

(Name & Title)

**BUSINESS UNIT USE ONLY**

REQUIRED							OPTIONAL		REQR
Amount	FUND	Department	SID	Program	Account	Project	Activity	Agency Chart	Budget Ref
\$104,169.80	11000	DPH48558	17009	42006	55070	DPH17009LOC	N/A	N/A	15

(32) **DEPARTMENT NAME AND ADDRESS:**  
STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
410 CAPITOL AVENUE, MS# 11GCT  
PO BOX 340308  
HARTFORD, CT. 06134-0308

(33) PO NO.

(34) **COMMODITIES RECEIVED or SERVICES RENDERED- Signature**

**(DPH AUTHORIZED SIGNATURE)**

(35) PO BUS UNIT

(36) Receiving Report No.

(37) Date of Receipt

**SHIPPING INFORMATION**

(38) Date shipped	(39) From City/State	(40) Via Carrier	(41) F.O.B.
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**VENDOR INVOICE FOR GOODS OR SERVICES  
 RENDERED TO THE STATE OF CONNECTICUT**  
 CO-17 Rev 7/03  
**VENDOR:** Please complete this form and send it to the  
**DEPARTMENT BILLING ADDRESS SHOWN ON PURCHASE ORDER**

**STATE OF CONNECTICUT  
 OFFICE OF THE STATE COMPTROLLER  
 CENTRAL ACCOUNTS PAYABLE DIVISION**

(19) Business Unit Name	(20) Business Unit Number	(21) Invoice Number	(22) Invoice Amount \$
(23) Document Date	(24) Invoice Date 7/1/14	(25) Accounting Date	(26) Rpt. Type T
(27) VENDOR FEIN/SSN - SUFFIX 000-000-420			

VENDOR/PAYEE: FIELDS 9, 10 14 and 18 ARE MANDATORY FOR PAYMENT

(28) PAYEE:  Trumbull-Monroe Health District ADDRESS: 2 Corporate Drive, Suite 116 Trumbull, CT 06611	(29) Voucher Number  (30) Voucher Date: _____ Prepared by: _____
---	---

(31) VENDOR BILLING COMMENTS  
 SFY 2015 Per Capita Grant

(32) Give a full description of goods or services completed	(33) Quantity	(34) Units	(35) Unit Price	(36) Amount
SFY 2014 State Aid pursuant to Section 19a-245 of the Connecticut General Statutes. For the period 7/1/14- 6/30/15				\$

I certify that the above is a valid claim and has not been paid

xx *Patricia Sulik*  
 (Contractor) Signature of Authorized Person  
 Patricia Sulik, Director of Health  
 (Name & Title)

**BUSINESS UNIT USE ONLY**

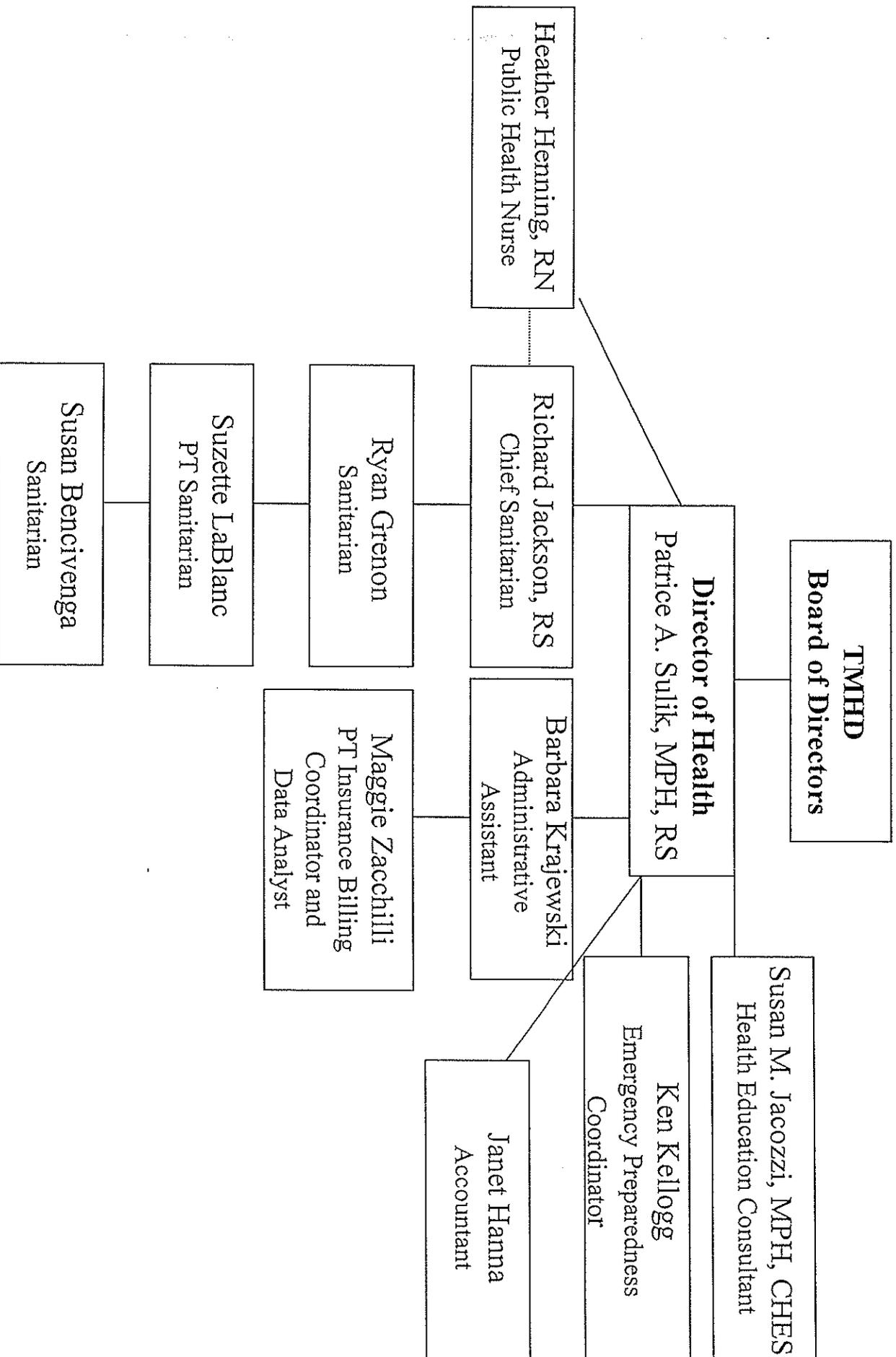
REQUIRED							OPTIONAL		REQR
Amount	FUND	Department	SID	Program	Account	Project	Activity	Agency Chart	Budget Ref
\$	11000	DPH48558	17009	42006	55070	DPH17009LOC	N/A	N/A	15

(42) DEPARTMENT NAME AND ADDRESS: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH 410 CAPITOL AVENUE, MS# 11GCT PO BOX 340308 HARTFORD, CT. 06134-0308	(43) PO NO.	(44) COMMODITIES RECEIVED or SERVICES RENDERED- Signature  (DPH AUTHORIZED SIGNATURE)
	(45) PO BUS UNIT	(46) Receiving Report No. (47) Date of Receipt

**SHIPPING INFORMATION**

(48) Date shipped	(49) From City/State	(50) Via Carrier	(51) F.O.B.
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# TMHHD Organization Chart





2 Corporate Drive, Suite 116  
Trumbull, CT 06611

## **Job Description** **Director of Health**

### **Position Summary**

Work is performed under the direction of the Trumbull Monroe Health District Board and responsibilities are carried out with considerable latitude for independent judgement and action subject to the requirements of applicable laws, rules, regulations and established policies. Work is performed primarily in a professional business office environment. May be some exposure to infectious or contagious disease. May require the use of protective clothing or gear. May work in confined or restricted areas and may occasionally involve incidental exposure to physical harm.

### **Essential Job Functions**

- Consults with and advises the District Board on the development and review of strategic district plans and policies as well as issues concerning the management and administration of the Health District; researches information and makes recommendations to the Board.
- Acts as Treasurer and Secretary to the Trumbull Monroe Health District Board and as Executive Officer of the District.
- Identifies community health needs, develops and coordinates programs, implements legislative changes and disseminates public health information; oversees and directs all environmental health inspections and activities; conducts field inspections when needed; communicates to educate and persuade other agencies, appropriate public and private entities and various other community organizations on health issues; conducts hearings, appeals and investigations regarding health issues, practices and enforcement actions.
- Establishes goals, objectives and performance standards and conducts administrative reviews and program evaluations in order to monitor, and improve, the effectiveness and efficiency of District services.
- Identifies employee skills and training needs. Prepares plans for providing adequate training and skill development opportunities.
- Appoints employees in the District, conducts and reviews performance evaluations; administers salary and benefit program; approves salary adjustments and disciplinary actions; participates in employee relations and acts as a liaison with the Board; adjusts employee grievances.

- Identifies programmatic needs and strives toward the development of comprehensive health district programs; develops effective working relationships with Town agencies and appropriate public and private entities and various community groups and organizations.
- Establishes and utilizes technology in order to provide relevant information for decision making, improve productivity and enhance individual and programmatic accountability.
- Conducts a variety of administrative tasks, including budget preparation, authorizing and monitoring expenditures, preparing reports and grant applications; monitoring staffing patterns and workloads and establishing employee performance standards and goals.

#### Additional Job Responsibilities

- Enhances professional competency of community and environmental health issues through participation in continuing education programs, professional associations, attendance at meetings, conferences, workshops and through consistent review of relevant literature.
- Performs related work as required.

#### Knowledge, Skills and Abilities

- Extensive knowledge of laws and regulations governing communicable disease prevention and control; thorough knowledge of clinical manifestations of communicable diseases and measures for their control and eradications.
- Thorough knowledge of public health laws, ordinances and regulations.
- Extensive knowledge of modern environmental sanitation practices and requirements.
- Knowledge of causes, methods of transmission, treatment and control of communicable diseases.
- Knowledge of biophysical and psychosocial sciences and mastery of those clinical skills, which allow for provision of health care to patients.
- Knowledge of principles of epidemical, disease pathogenesis and treatment.
- Knowledge of health promotion/risk reduction strategies and program implementation; ability to develop a plan of care to meet identified individual, family, school or community health problems.
- Extensive managerial ability including the ability to plan and set objectives, direct and control diverse programs, develop and train employees, and work with advisory boards, citizens groups and various local, state and federal officials.
- Skill in expressing ideas clearly and logically both written and orally.
- Skill in decision making under uncertain conditions with limited data.
- Ability to analyze data in order to determine patterns of health and illness in the community and to recognize the impact of various environmental, cultural and social influences upon these patterns.

- Ability and skill in developing effective working relations with District Board, Town management, peers, staff, community groups and other organizational entities.
- Ability to prepare clear and concise written reports and correspondence and communication in both a written and oral manner.

**Minimum Qualifications**

Possession of a Master's Degree in Public Health and Registered Sanitarian license with six (6) years of progressively responsible experience in the area of public health. Must meet qualifications for bonding and an equivalent combination of education and experience necessary to qualify for designation of Health Director as provided in the Connecticut General Statutes.

Must possess valid Connecticut Driver's License.

The above job description is illustrative and not a complete itemization of all facets of any job.



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

## **Job Description** **Chief of Environmental Health**

### **Definition**

Directly responsible to the Director of Health. The primary responsibility of this position is to oversee and manage all environmental health programs of the District, including the supervision of sanitary inspectors, sanitarians and contractors. This position also involves the performance of fieldwork.

### **Specific Responsibilities**

Applies advanced knowledge of environmental health to the control and improvement of environmental health in the community.

- Maintains and organizes the ongoing records of complaints and inspections, both in computer software program and in street files or "hard copies".
- Supervises Sanitarians I and II as applicable, and other environmental health employee(s) and contracted inspector(s).
- Performs fieldwork, such as soil testing; inspections and re-inspections of sewage disposal systems, food service facilities, public pools, daycare centers, beauty and nail salons/barber shops and bathing areas; investigates complaints; assists the Public Health Nurse during the investigation of outbreaks of foodborne illness and other diseases which may be caused by environmental factors; obtains samples.
- Delegates and assigns the environmental health staff duties to be done by deadlines, in order to meet Public Health Code requirements.
- Prepares reports to the State Departments of Public Health, Environmental Protection and others as necessary.
- Prepares reports for the Director of Health.
- Reports any findings of significance to the Director of Health.
- Reviews plans of food service facilities and sewage disposal systems.
- Works closely with the Administrative Assistant during license renewal periods to ensure facilities meet the requirements of re-licensing.
- Reports and updates supply needs to the Administrative Assistant.
- Available to respond to public health emergencies and take a leadership role during emergencies.
- Willing to be able to respond during off-hours.
- Attend emergency response planning meetings in Trumbull and Monroe.

### **Minimum Credentials**

Four-year college degree in public health or environmental health or related field. Five years experience working as a Registered Sanitarian.

### Qualifications

- Considerable knowledge of the principles, practices and techniques applied in conducting inspections or investigations to ascertain adequacy of environmental sanitation.
- Ability to organize data.
- Ability to prepare written reports containing findings, analysis, conclusions and corrective recommendations.
- Strong oral, interpersonal and written communications skills.
- Good computer skills.
- Ability to work with diverse organizations and interest and to work collaboratively.
- Willingness to take direction.
- Willingness to work as a team within a public service environment.
- Strong initiative and ability to work independently.

### Special Requirements

- Required to travel in the course of daily work and must possess a valid Connecticut driver's license.
- Must have a current State certification Phase I and II for subsurface sewage disposal.
- State certified to inspect food service establishments.
- Must be able to climb and crawl to remote sites to perform inspections.
- Supervisory experience is a plus.
- Experience and/or certification in Bioterrorism response planning is a plus.

### Physical Demands

The physical demands and work environment described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office settings with the duties of the job requiring hand-eye coordination, sitting, standing, walking and lifting or moving up to 15 pounds. Vision abilities required by this job include close vision and the ability to adjust focus.

THE TRUMBULL MONROE HEALTH DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

**Job Description**  
**Public Health Nurse/Educator**

**Definition**

Directly responsible to the Director of Health. The primary responsibility of this position is to manage the health promotion and disease prevention educational programs of the District and to implement such programs. The position may involve the supervision of the contractual employees or District employees.

This professional may also have direct functional interactions with chief administrators of specific program sites, such as a superintendent or administrator of a school facility or system, a director of a senior center, or a Chief Executive of Trumbull or Monroe.

**Specific Responsibilities**

Assists the Director of Health in organizing, scheduling, coordinating and implementing public health programs offered by the District.

- Investigation and follow-up of communicable/reportable disease cases. These include, but are not limited to, Salmonellosis, Shigellosis, Escherichiacoli 0157 H7, sexually transmitted diseases, tuberculosis, foodborne illnesses and all other reportable diseases. Insures proper treatment of individuals and insures that the potential spread of disease into the community is limited.
- Coordinates and conducts public health education programs throughout the District, offered by the District.
- Provides an immunization program.
- Has a critical role in coordinating and implementing the District's annual influenza vaccine clinic(s) offered to residents. Maintains such records as defined by State regulation.
- Maintains records of reportable disease cases, as defined by State regulation.
- Maintains medical and employee safety manuals and updates as necessary.
- Supervises contractual and District employees as part of the implementation of public health programs.
- Maintains close communication with Town of Trumbull and Monroe school nurses, for the prevention and response to outbreaks of illness.
- Works closely with the environmental health staff during the investigation of outbreaks of foodborne illness and other diseases which may be caused by environmental factors.
- Prepares reports to the State Departments of Public Health and others as necessary.
- Prepares reports to the Director of Health.
- Reports any findings of significance to the Director of Health.
- Works closely with the Director of Health for the upkeep of financial records of grant-supported programs.
- Works with other staff members on various special projects related to community and/or environmental health.
- Reports and updates supply needs to the Office Manager.

- Available to respond to public health emergencies.
- Attend emergency response training program.

### Minimum Credentials

- Three years experience as a Registered Nurse in the public health setting, three years experience as a Public Health Educator or a total combination of at least 6 years experience as public health nurse/educator.
- Four-year college degree in public health or health education or related field.

### Qualifications

- Considerable knowledge of the principles, practices and techniques applied infectious disease control, public health education and public health.
- Ability to organize data.
- Ability to prepare written reports containing findings, analysis, conclusions and corrective recommendations.
- Strong oral, interpersonal and written communication skills.
- Good computer skills.
- Ability to work with diverse organizations and interest and to work collaboratively.
- Willingness to take directions.
- Willingness to work as a team with a public service environment.
- Strong initiative and ability to work independently.

### Special Requirements

- Required to travel in the course of daily work and must possess a valid Connecticut driver's license.
- Must have a current State license as a Registered Nurse.
- Supervisory experience is a plus.
- Experience and/or certifications in Bioterrorism response planning is a plus.

### Physical Demands

The physical demands and work environment described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office settings with the duties of the job requiring hand-eye coordination, sitting, standing, walking and lifting or moving up to 15 pounds. Vision abilities required by this job include close vision and the ability to adjust focus.

THE TRUMBULL MONROE HEALTH DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.  
Commissioner



Dannel P. Malloy  
Governor  
Nancy Wyman  
Lt. Governor

May 2, 2014

Ms. Patrice Sulik, MPH, RS  
Director of Health  
Trumbull-Monroe Health District  
2 Corporate Drive  
Suite 116  
Trumbull, CT 06611

Re: SFY 2015 Per Capita Grant Application

Dear Ms. Sulik:

Enclosed please find the Per Capita Application for SFY 2015 (for the period July 1, 2014 through June 30, 2015), a copy of the "Guidelines for the Use of Per Capita Funds" and the SFY 2014 Per Capita Allocation Plan.

Full-time district departments of health are eligible to receive state aid of \$1.85 per capita pursuant to Connecticut General Statute (CGS) Section 19a-245. In addition, CGS Section 19a-245 requires a minimum of \$1.00 per capita match for each town in the district. If copies of the checks from member towns are not included with the application, please submit copies of checks as soon as you receive them.

Please complete the application and return all required submittals by June 26, 2014. The application checklist for required submittals is located on Page 7 of the application. All applications will be reviewed and approved by the Office Local Health Administration prior to payment. If you have any questions regarding the Per Capita Application, please feel free to contact Sue Walden at (860) 509-7706 or via e-mail at [sue.walden@ct.gov](mailto:sue.walden@ct.gov). Thank You.

Sincerely,

Juanita D. Estrada, M.S.  
Supervisor  
Office of Local Health Administration

cc: Sue Walden

English

Customer Service

USPS Mobile

Register / Sign In



Search USPS.com or Track Packages

Quick Tools

Ship a Package

Send Mail

Manage Your Mail

Shop

Business Solutions

# USPS Tracking™



Customer Service >  
Have questions? We're here to help.

Tracking Number: EU922799635US

Scheduled Delivery Day: Friday, June 27, 2014, 12:00 pm  
Money Back Guarantee  
Signed for By: C ROBERTS // HARTFORD, CT 06134 // 9:16 am

## Product & Tracking Information

Postal Product:  
Priority Mail Express 1-Day™

Features:  
\$100 insurance included

PO to Addressee

DATE & TIME  
June 27, 2014 , 9:16 am

STATUS OF ITEM  
Delivered

LOCATION  
HARTFORD, CT 06134

Proof of Delivery

Text Updates

Email Updates

Your item was delivered at 9:16 am on June 27, 2014 in HARTFORD, CT 06134. The item was signed for by C ROBERTS.

DATE & TIME	STATUS OF ITEM	LOCATION
June 27, 2014 , 9:07 am	Arrival at Post Office	HARTFORD, CT 06114
June 27, 2014 , 2:26 am	Processed through USPS Sort Facility	HARTFORD, CT 06102
June 26, 2014 , 10:04 pm	Depart USPS Sort Facility	HARTFORD, CT 06199
June 26, 2014 , 7:48 pm	Processed through USPS Sort Facility	HARTFORD, CT 06199
June 26, 2014 , 5:08 pm	Depart Post Office	MONROE, CT 06468
June 26, 2014 , 9:51 am	Acceptance	MONROE, CT 06468

## Available Actions

## Track Another Package

What's your tracking (or receipt) number?

Track It

### LEGAL

- Privacy Policy >
- Terms of Use >
- FOIA >
- No FEAR Act EEO Data >

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- Buy Stamps & Shop >
- Print a Label with Postage >
- Customer Service >
- Delivering Solutions to the Last Mile >
- Site Index >

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- Newsroom >
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- Careers >

### OTHER USPS SITES

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- Postal Inspectors >
- Inspector General >
- Postal Explorer >
- National Postal Museum >

# **Computer Programming & Systems, Inc.**

## **1.0 DEFINITION OF SERVICES**

Computer Programming and Systems (CPS) will provide the following:

- Desktop, workstation, and server support
- Operating system service level upgrades as necessary
- Telephone access to CPS's Helpdesk facility
- Network and workstation printing support
- Installation and support of additional servers/desktops/workstations

Trumbull Monroe Health District (TMHD) at TMHD's location in Trumbull, CT will determine the nature, scope and priority of any requested support services.

## **2.0 DATES/RATES OF SERVICE**

This agreement is effective as of July 1<sup>st</sup>, 2013 and terminates after 100 hours of support.

The contract period will include 100 hours of consulting services billed at \$100 per hour.

Total cost for the contract period (excluding additional hours) is \$10,000 payable in four payments of \$2,500, with the first payment due as of July 1st, 2013.

TMHD or CPS may terminate this agreement at any time by providing 30 days notice. CPS will bill for any services that were provided through the date that the agreement is terminated if such services were not previously billed. Payment for these services will be due within 30 days of the date the agreement is terminated.

Services will be provided between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding Federal and State Holidays. If an emergency arises outside of the aforementioned hours/days, CPS will furnish telephone support and will furnish TMHD with telephone numbers to use in such emergency situations.

# **Computer Programming & Systems, Inc.**

## **3.0 BILLING FOR SERVICES**

Travel at the then applicable IRS standard mileage rate and expenses will be billed to TMHD. Travel time to and from TMHD will not be charged against any contract or support hours. It is agreed that CPS will bill TMHD and that those bills will be addressed to:

Ms. Patrice A. Sulik  
Trumbull-Monroe Health District  
2 Corporate Drive – Suite 116  
Trumbull, CT 06611

All invoices will be paid net thirty (30) days in U.S. dollars. On each invoice, CPS shall itemize separately any and all taxes required to be collected or paid by CPS that are expressly applicable to consulting services provided under this agreement, including sales, use and excise taxes, but excluding taxes based upon CPS's income. Payment shall be made by mail to the following location:

Computer Programming & Systems, Inc.  
45 Church Street – Suite 201  
Stamford, CT 06906

## **4.0 NON-DISCLOSURE/CONFIDENTIALITY/OWNERSHIP OF MATERIALS**

It may be necessary or desirable for TMHD to disclose to CPS information which is confidential or proprietary to TMHD and its affiliated companies. Confidential Information by way of illustration includes, but is not limited to, information or materials related to the business affairs or procedures of TMHD and its affiliated companies, or to the design programs, flowcharts and documentation of TMHD's data processing applications system and software, whether or not owned by TMHD. Therefore, CPS agrees not to disclose such information to any other companies or persons, either during or at any time after the period of this agreement.

Any work products produced by CPS in connection with this agreement shall become the exclusive property of TMHD. CPS hereby grants, conveys and transfers to TMHD, and TMHD accepts, all the right, title, and interest in the Services and any materials produced by CPS pursuant to this agreement, unless ownership of Services or materials is otherwise provided for under a Schedule to this agreement.

# **Computer Programming & Systems, Inc.**

## **5.0 WARRANTY**

CPS hereby represents and warrants to TMHD that performance of the work by CPS will not violate any proprietary rights of any third party, including, but not limited to confidential relationships, patent and copyright rights.

CPS warrants that any hardware and software recommended by it will function with the existing TMHD system and if additional hours beyond normal expectations are required to adapt hardware or software purchased, such hours will be provided at no charge to TMHD.

## **6.0 INDEPENDENT CONTRACTOR RESPONSIBILITIES**

Because the work in question involves the exercise of considerable skill and discretion and does not lend itself to close supervision and control, it is understood that CPS will be working in the capacity of an independent contractor and not as an employee of TMHD. As an independent contractor, CPS has been informed of the necessity of undertaking full responsibility for the payment of all taxes including, but not limited to, estimated Federal Income taxes, Social Security and any other taxes with respect to consulting fees generated under this agreement.

## **7.0 SURVIVABILITY**

Paragraphs 4.0, 5.0 and 6.0 shall survive the termination of this agreement.

## **8.0 INSURANCE/ACCIDENTS/INJURIES/LIABILITIES**

Each party agrees to indemnify and hold the other harmless from any loss, damage, cost or expense which one party may sustain or incur by reason of or arising from any accident or injury to its personnel or employees while on the premises of the other.

CPS agrees, at CPS's expense and during the term of this agreement, to maintain all necessary insurance.

**Computer  
Programming  
& Systems,  
Inc.**

**9.0 GENERAL**

CPS agrees that it will at all times comply with the security and safety regulations in effect at TMHD's premises, and maintain security of materials belonging to TMHD.

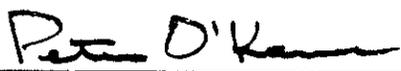
This agreement constitutes the entire agreement between the parties with respect to its subject matter and shall supersede all previous oral and written proposals, negotiations, representations, commitments, and other communications between the parties.

This agreement shall be governed and interpreted by the Laws of the State of Connecticut.

This agreement may not be released, discharged, changed or modified except by an instrument in writing signed by both parties.

Accepted and Agreed to:

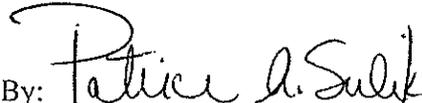
Computer Programming & Systems, Inc.

By:   
Peter O'Karma

Title: Vice President

Date: July 1st, 2013

Trumbull Monroe Health District

By:   
Patrice A. Sulik

Title: Director of Health

Date: July 1st, 2013



Account# 62400  
 Line Item Office Supplies  
 Amount 15.00

GREATAMERICA LEASING CORPORATION  
 200 FIRST STREET SE, CEDAR RAPIDS IA 52401  
 P.O. BOX 509, CEDAR RAPIDS IA 52405-0009

AGREEMENT NO.: 632069

**CUSTOMER ("you" or "your")**

FULL LEGAL NAME: Trumbull Monroe Health

ADDRESS: 2 Corporate Dr Ste 116

**VENDOR** (Vendor is not Owner's agent nor is Vendor authorized to alter any term or condition of this Agreement)

Action Copy Watertown CT

**EQUIPMENT AND PAYMENT TERMS**

QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES SERIAL NO.

1 Copier CS 5035 M3019904 1 Print/Scan V

1 SRDF-2 FEEDER D3279477 1 PE 75 PAPER BAWER F3002568

EQUIPMENT LOCATION: 2 Corporate Dr Ste 116  SEE SCHEDULE SECURITY DEPOSIT: \$75.00

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT: \$75.00 (PLUS TAX) PURCHASE OPTION:  FAIR MARKET VALUE  10% OF EQUIPMENT COST

**ADDITIONAL TERMS AND CONDITIONS**

AGREEMENT. You want us, GreatAmerica Leasing Corporation, to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**OWNER**

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN OWNER FUNDS VENDOR FOR THE EQUIPMENT.

OWNER: GREATAMERICA LEASING CORPORATION

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

**UNCONDITIONAL GUARANTY**

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Owner to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by Owner related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X INDIVIDUAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X Patricia A. Sulik NAME & TITLE: Patricia A. Sulik Director of Health DATE: 6/29/2010

\_\_\_\_\_



SALES ORDER

Copiers, Faxes, Sales, Service, Supplies

ATTN: Janet

1278 Main Street - Watertown, CT 06795  
Tel. 860-274-1709 - Fax 860-274-2965

BILL TO PURCHASER'S NAME: Trumbull Monroe Health District  
ADDRESS: Trumbull Town Hall Annex  
CITY: Trumbull CT 06611  
STATE: CT ZIP: 06611  
PHONE NO.: 203 452 5195  
TAX EXEMPT NO:

SHIP TO COMPANY: 5892 Main St  
ADDRESS:  
CITY:  
STATE: ZIP:  
Thank You

ITEM	EQUIPMENT DESCRIPTION	SERIAL NO.	QUANTITY	UNIT PRICE	TOTAL
	Copier CS 5035 Copier		1		
	SEDE 2		1		
	DE 75 paper trays		1		
	print/scan system		1		

SUPPLIES

5 years or 150,000 (Copier/prints) ~~Free~~ lease \$110.00 per month  
All Inclusive Service + Supplies (EXCLUDED is paper only)  
(Del end of June - 1st week of July)

Purchaser bears full responsibility for replacement of photo conductors (drums etc.) Purchaser also bears the responsibility for the agreed upon maintenance per copy cost, which is \_\_\_\_\_ per copy.

TERMS: The ACTION COPY INC. equipment indicated above is purchased under ACTION COPY INC.'s standard terms, which are: The seller retains title to all equipment and supplies (subject of this agreement) until purchase price is paid in full. In the event buyer makes default in payment, the Buyer will be liable for the payment of any legal fees or other costs incurred in any action to collect this debt.

THIS IS A BINDING ORDER, not subject to cancellation. No trials accepted. This order cannot be changed except in writing by an ACTION COPY INC. officer.

AUTHORIZED SIGNATURE: Patricia A. Sull

TITLE: DIRECTOR OF HEALTH  
DATE: 5/18/10 PURCHASE NUMBER:  
SALESMAN: NO.:

Sub-total	_____
State and Local Taxes	_____
Trade-in Allowance	_____
Model	_____
Ser. #	_____
Set-up and delivery	_____
TOTAL	_____
Less Deposit	_____
BALANCE DUE	_____
Net 10 Days	_____

REFERENCES TELEPHONE  
BANK  
BANK OFFICER  
TRADE

SERVICE AGREEMENT I wish my purchased equipment to be covered by an ACTION COPY INC. maintenance agreement effective 90 days from date of installation of new equipment.

**Option 2:**

**Purchase Price**

	<u>List Price</u>	<u>Action Copy Price</u>
<del>5035</del> Copystar CS3035 Copier - Refurbished .....	\$ 5,995.00.....	Incl.
SRDF-2 -Document Feeder.....	\$ 1,360.00.....	Incl.
PF-75 Large drawer .....	\$ 1,470.00.....	Incl.
Print/Scan U .....	\$ 2,200.00.....	Incl.
Copier stand .....	\$ <u>200.00</u> .....	<u>Incl.</u>
.....	\$ 11,225.00.....	\$3,550.00

**Lease Price**

36 month FMV Lease Option	\$135.00
<b>Includes Service and Supplies for 3 years or 75,000 copies.</b>	<b>(Excluded is paper only.)</b>

48 month FMV Lease Option	\$115.00
<b>Includes Service and Supplies for 4 years or 100,000 copies.</b>	<b>(Excluded is paper only.)</b>

60 month FMV Lease Option	<del>\$105.00</del> 110.00
<b>Includes Service and Supplies for 5 years or <sup>150,000</sup><del>75,000</del> copies.</b>	<b>(Excluded is paper only.)</b>

Thank you for your time and consideration. I look forward to hearing from you and serving your copier needs in the future.



Steven M. Niele  
President

\$ 11,000.00/new



# Action Copy Incorporated

**Copiers \* Faxes \* Sales \* Service \* Supplies**

1278 Main Street  
Watertown, CT 06795  
Tel.: 1 (800) 808-0886/(860) 274-1709  
Fax: (203) 274-2965

Steven M. Niele  
President  
email: [actioncopy@99main.com](mailto:actioncopy@99main.com)  
[www.usa.copystar.com](http://www.usa.copystar.com)

March 30, 2010

Trumbull Monroe Health District  
Trumbull Town Hall Annex  
5892 Main Street  
Trumbull, Ct 06611

Dear Janet,

This proposal is in reference to our conversation regarding a copier for your office. Following is pricing that I feel would suit your needs.

**Option 1:**

**Purchase price**

	<b>List Price</b>	<b>Action Copy Price</b>
Copystar CS3035 Copier - Refurbished .....	\$ 5,995.00.....	Incl.
SRDF-2 -Document Feeder.....	\$ 1,360.00.....	Incl.
PF-75 - Large drawer .....	\$ 1,470.00.....	Incl.
Copier stand.....	\$ 200.00.....	Incl.
.....	\$ 9,025.00.....	\$2,650.00

**Lease price**

36 month FMV Lease Option	\$109.00
<b>Includes Service and Supplies for 3 years or 75,000 copies.</b>	<b>(Excluded is paper only.)</b>

48 month FMV Lease Option	\$99.00
<b>Includes Service and Supplies for 4 years or 100,000 copies.</b>	<b>(Excluded is paper only.)</b>

60 month FMV Lease Option	\$85.00
<b>Includes Service and Supplies for 5 years or 125,000 copies.</b>	<b>(Excluded is paper only.)</b>

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Leasing Corporation ("GreatAmerica") and Trumbull Monroe Health District ("Governmental Entity", "you", or "your"), which agreement is identified in GreatAmerica's records as agreement number 632069 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

**GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE**  
(As Stated Above) X Patricia A. Sulik Patricia A. Sulik 7/1/10  
SIGNATURE PRINT NAME & TITLE DATE  
Director of Health

**GreatAmerica Leasing Corporation**  
SIGNATURE PRINT NAME & TITLE DATE



SALES ORDER

Copiers, Faxes, Sales, Service, Supplies

ATTN: Janet

1278 Main Street - Watertown, CT 06795  
Tel. 860-274-1709 - Fax 860-274-2965

BILL TO PURCHASER'S NAME: Trumbull Monroe Health District  
ADDRESS: Trumbull Town Hall Annex  
CITY: Trumbull CT 06611  
STATE: CT ZIP: 06611  
PHONE NO: 203 452 5195  
TAX EXEMPT NO:

SHIP TO COMPANY: 5892 Main St  
ADDRESS:  
CITY:  
STATE: ZIP:  
Thank You

ITEM	EQUIPMENT DESCRIPTION	SERIAL NO.	QUANTITY	UNIT PRICE	TOTAL
	Copier CC 5035 Copier		1		
	SEDE 2		1		
	DE 75 paper drawer		1		
	Print/Scan System		1		
SUPPLIES					
	5 years or 150,000 (Copies/prints) <del>110.00</del> per unit				
	All Inclusive Service + Supplies (excluded 11 paper only)				
	(Del end of Year - 1st week of July)				

Purchaser bears full responsibility for replacement of photo conductors (drums etc.) Purchaser also bears the responsibility for the agreed upon maintenance per copy cost, which is \_\_\_\_\_ per copy.

TERMS: The ACTION COPY INC. equipment indicated above is purchased under ACTION COPY INC.'s standard terms, which are: The seller retains title to all equipment and supplies (subject of this agreement) until purchase price is paid in full. In the event buyer makes default in payment, the Buyer will be liable for the payment of any legal fees or other costs incurred in any action to collect this debt.

THIS IS A BINDING ORDER, not subject to cancellation. No trials accepted. This order cannot be changed except in writing by an ACTION COPY INC. officer.

X Patricia A. Sull  
AUTHORIZED SIGNATURE

TITLE: DIRECTOR OF HEALTH  
DATE: 5/18/10 PURCHASE NUMBER:  
SALESMAN: NO.:

Sub-total \_\_\_\_\_  
State and Local Taxes \_\_\_\_\_  
Trade-in Allowance \_\_\_\_\_  
Model \_\_\_\_\_  
Ser. # \_\_\_\_\_  
Set-up and delivery \_\_\_\_\_  
TOTAL \_\_\_\_\_  
Less Deposit \_\_\_\_\_  
BALANCE DUE Net 10 Days \_\_\_\_\_

REFERENCES TELEPHONE  
BANK  
BANK OFFICER  
TRADE

SERVICE AGREEMENT I wish my purchased equipment to be covered by an ACTION COPY INC. maintenance agreement effective 90 days from date of installation of new equipment.

## EMPLOYMENT AGREEMENT

<sup>eu</sup>  
**Whereas**, the Trumbull Monroe Health District (hereinafter referred to as the "Health District") has been created in accordance with the provisions of the Connecticut General Statutes, as amended, by the joint action of the Towns of Trumbull and Monroe both in the County of Fairfield and the State of Connecticut, to provide health services to residents of said towns and to residents of such other towns as may be added thereto by action of said Health District and the governing bodies of such other towns in accordance with said statutes; **and**

<sup>u</sup>  
**Whereas**, the Board of said Health District wishes to engage the services of a **Director of Health** with such qualifications as are required of said person to direct the operations of the Health District subject to the supervision of said Board; **and**

<sup>u</sup>  
**Whereas**, the Board has sought and found an individual who meets the requirements as set forth in the statutes for such **Director of Health** and have determined to engage the services of such person in accordance with the Statutes and the Constitution and By-Laws of said **Health District**; **and**

<sup>u</sup>  
**Whereas**, said individual represents and guarantees to the Board that they meet the requisite requirements for a **Health Director** as required by the Statutes and the Constitution and By-Laws of said **Health District**;

**Now, therefore**, it is mutually agreed by the parties hereto:

1) That Patricia A. Sulik, MPH (hereinafter referred to as the "Director"), now residing at 21 Hawthorne Drive, Monroe, CT 06468, to be reappointed the **Director of Health** of the **Health District** for a **three (3) year period**; which period shall commence on **Friday, May 31, 2013 and terminate at midnight on May 30<sup>th</sup>, 2016**, unless the Director's employment is terminated as provided for in section 9. *W*

The Director's position is an exempt position, which will have the normal working hours of the Health District, namely, a thirty-five hour five-day (Monday thru Friday) week. The Director will be required to perform some of the required duties outside of normal working hours, including but not limited to attendance at meetings and responding to emergencies. In recognition of this need to work flexible hours, the Director will be allowed reasonable discretion and flexibility in the required thirty-five hour work week, subject to the notification and approval of the Chairperson of the Board for the adjustments to the Director's regular work schedule.

2) The duties of the Director of Health shall be those as outlined and set forth in the Connecticut General Statutes, Title 19, and as they may be amended from time to time and as further set forth in the Constitution and By-Laws of the Health District and as may be further prescribed by the Board of Directors of said Health District.

3) The annual salary of the **Director** shall be **Eighty-nine thousand, two-hundred fifty dollars and 00/100 cents, (\$89,250)** a 0% increase from the current year's salary which shall be payable in the same manner as for all other staff employed by the Health District. An increase in salary of 2% per annum will be automatically provided on each anniversary from the date of this agreement through the end of the contract period.

4) The District shall provide the **Director** with a car for her use to conduct the business of the District in accordance with Board policy, and, as the Director resides in one of the District towns, the Director shall have permission to use the car for traveling to and from her residence to the Health District offices as this will facilitate response to after-hour emergencies.

5) The **Director** is entitled to annual vacation time of seventeen (17) working days, which shall accrue in the manner prescribed by the Board. The scheduling of said vacation time shall be subject to and under the direction of said Board. The **Director** shall be subject to all other personnel policies in effect for Health District staff.

6) The **Director** is entitled to receive all other fringe benefits presently offered to the general staff (i.e., health insurance, life insurance, etc), provided, however, that such entitlements shall be subject to any and all currently established policies currently in effect, i.e. minimum employment qualifications periods; health examination requirements, etc.

7) The **Director** affirmatively represents to the Board that she has been trained in public health; that she holds a Master's degree in Public Health; that she possesses a current Connecticut Registered Sanitarian License; and that she has a minimum period of two (2) years of public health administration experience. The Director further represents that the education component of these requirements was satisfied at a duly licensed and fully accredited institution and program for the same; that there are no unresolved issues concerning the satisfaction of the licensing requirements of the job description; and, lastly, that she is not subject or party to any outstanding and/or unresolved employment or professional actions. The Director further makes these representations to the Board knowing that the Board shall rely thereon and that such representation was a substantial factor in deciding the Directors employment.

8) The **Director** agrees to use her best efforts and devote such time and full energies to the execution of the duties of director as set forth herein. The Director will maintain positive, complete and open communications with both towns First Selectmen and Finance Chairpersons. The Director agrees to maintain her professional skills and licensing in accordance with the requirements of all applicable Federal Rules and Regulations; Connecticut General Statutes, Connecticut Public Health Department Regulations, and local town ordinances as apply to the duties of the Health District and the duties of Director, as they may be amended from time to time.

9) The **Board** may vote to terminate the Director's employment during the term of this agreement pursuant to the Connecticut General Statutes, as the same may be amended from time to time.

10) If the **Director** wishes to terminate her employment with the Health District during the three year term of this agreement, the Director may only do so after giving the Board **three (3) months written notice, which period shall run from the date of the next regularly scheduled meeting of the Board; provided, however, that the Board may agree to a shorter time.**

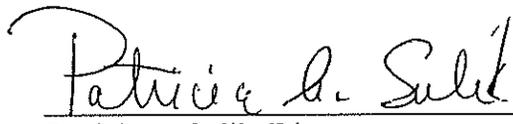
11) In the event that any of the provisions of this agreement shall be found to be in violation of any provisions of the law as the same may be amended from time to time, only that paragraph or provision shall be removed from this agreement and the remaining provisions shall remain in full force and effect. Any disagreements with the interpretation of the provisions of this agreement shall be settled by mediation only, the cost of said mediation equally shared by both the Director and the Board.

12) The use of any gender or number shall include other genders or numbers as appropriate.

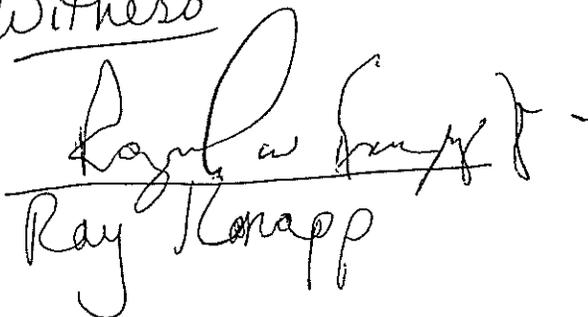
13) This agreement shall be interpreted in accordance with the laws of the State of Connecticut.

Dated at Trumbull, Connecticut this 12 day of March, 2013

  
Lawrence Dinkes, Chairperson

  
Patricia A. Sulik, Director

Witness

  
Ray Konapp



Northwest Hills Chevrolet Pontiac LLC  
 2065 East Main Street  
 Torrington, CT 06790  
 Tel. (860) 482-0700

DEALER CONVEYANCE FEE  
 FOR MOTOR VEHICLE

Date 01/03/07  
 Salesperson DAVID R. CAPUANO

Purchaser's Name FRANK L. HONROK HEALTH DISTRICT Phone \_\_\_\_\_  
 Address 5859 MAIN STREET City FRUMBULL State CT Zip 06611

Please Enter My Order For  USED  DEMONSTRATOR  NEW 2007 CHEVROLET TRUCK (YEAR & MAKE)  
TRAIL BLAZER (MODEL) 6 (CYL) Stock No C2367

Ident. No. 16ND113577199761 Trim \_\_\_\_\_ Color White To Be Delivered On Or About 01/03/07  
 DATE OF BIRTH \_\_\_\_\_

FILL OUT THIS SECTION IF USED CAR OR TRUCK IS TO BE TRADED IN AS PART PAYMENT AND DO WARRANT THE TITLE THERE TO BE FREE AND CLEAR, EXCEPT FOR THE UNPAID BALANCE, AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE, I THE UNDERSIGNED, STATE THAT THE MILEAGE AS SHOWN ON THE ODOMETER, \_\_\_\_\_ IS THE ACTUAL MILEAGE WHICH THE CAR HAS BEEN DRIVEN.

THE MILEAGE AS SHOWN ON THE ODOMETER OF THE MOTOR VEHICLE TO BE PURCHASED IS: 14

Make & Year of Used Car Truck	Reg. No.
Model Cyl. Body Type Color	
Ident. No. Title No.	
Allowance \$ <u>N/A</u> Balance Owed \$ <u>N/A</u>	
To Whom Owed	
Net Allowance \$ <u>N/A</u>	

SELLING PRICE OF CAR OR TRUCK 22638.00

EXTRA OR OPTIONAL EQUIPMENT

- FLOORMATS UTILITY
- GVW RATING 5750 LBS
- REAR AXLE RATIO 3.42
- VORTICE 4200 SFI 16
- TRANSMISSION 4 SPEED AUTO
- 50 STATE EMISSIONS
- R/D ASSISTANCE /CE
- RETAIL AMENITY DELETE
- LICENSE PLATE BRACKET FRONT
- LS DECOR

NO INSURANCE IS INCLUDED IN THIS ORDER

Enter My Order For Insurance as follows:

Fire and Theft \$ N/A  Collision Amount Deductible \$ N/A  Property Damage \$ N/A  
 Life-S. N/A  Accident and Health \$ N/A  Auto Medical \$ N/A

My Insurance Company Is: \_\_\_\_\_ Address \_\_\_\_\_

CT. Insurance I.D. No. \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_

THIS MOTOR VEHICLE IS NOT GUARANTEED BY NORTHWEST HILLS CHEVROLET PONTIAC THIS VEHICLE IS SUBJECT TO A LIMITED WARRANTY OF \_\_\_\_\_ MILES OR \_\_\_\_\_ MONTHS, WHICHEVER OCCURS FIRST. COPY GIVEN CUSTOMER UPON DELIVERY OF VEHICLE.

\$3,000 OR MORE BUT LESS THAN \$5,000 THIS MOTOR VEHICLE IS GUARANTEED TO BE MECHANICALLY OPERATIONAL AND SOUND FOR A PERIOD OF 30 DAYS OR 1,500 MILES WHICHEVER PERIOD ENDS FIRST. THIS GUARANTEE SHALL INCLUDE THE FULL COST OF BOTH PARTS AND LABOR. ALL LABOR MUST BE PERFORMED IN OUR SHOP. NO OUTSIDE INVOICE FOR REPAIRS CAN BE HONORED BY US.

\$5,000 OR MORE THIS MOTOR VEHICLE IS GUARANTEED TO BE MECHANICALLY OPERATIONAL AND SOUND FOR A PERIOD OF 60 DAYS OR 3,000 MILES WHICHEVER PERIOD ENDS FIRST. THIS GUARANTEE SHALL INCLUDE THE FULL COST OF BOTH PARTS AND LABOR. ALL LABOR MUST BE PERFORMED IN OUR SHOP. NO OUTSIDE INVOICE FOR REPAIRS CAN BE HONORED BY US.

"AS IS" THIS VEHICLE IS SOLD "AS IS". THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS, WE MUST KEEP THEM, EVEN IF WE SELL "AS IS". TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES INTO WRITING.

LIEN HOLDER \_\_\_\_\_ PURCHASER  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. PLEASE FINANCE AS FOLLOWS:

Name of Co. \_\_\_\_\_  
 Contract 1 At \$ 22638.00  
 Payment \_\_\_\_\_ At \$ N/A  
 First Payment Due FEBRUARY 02 2007

I HAVE BEEN OFFERED:		ACCEPT	DECLINE	
RUST PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>		<u>N/A</u>
EXTENDED SERVICE CONTRACT	<input type="checkbox"/>	<input type="checkbox"/>		<u>N/A</u>
WINDOW ETCHING 139.00	<input type="checkbox"/>	<input type="checkbox"/>		<u>N/A</u>
GAP INC.				<u>N/A</u>
DEALER CONVEYANCE FEE				<u>N/A</u>
Dealer Conveyance Fee is not payable to the State of CT.				
CASH PRICE				<u>22638.00</u>
SALES TAX	<u>N/A</u>			<u>N/A</u>
LIC.	REG.	TRANS.	TITLE	LIEN
<u>N/A</u>	<u>N/A</u>		<u>N/A</u>	<u>N/A</u>
1. TOTAL CASH PRICE DELIVERED				<u>22638.00</u>
2. CASH DOWN PAYMENT	DEPOSIT SUBMITTED WITH ORDER		<u>N/A</u>	<u>N/A</u>
	CASH ON DELIVERY		<u>N/A</u>	<u>N/A</u>
	REBATE		<u>N/A</u>	<u>N/A</u>
NO REFUND OF DEPOSIT				
3. TRADE IN			<u>N/A</u>	<u>N/A</u>
LESS BALANCE OWING TO			<u>N/A</u>	<u>N/A</u>
4. TOTAL DOWN PAYMENT (2 + 3)				<u>N/A</u>
5. UNPAID BALANCE OF CASH PRICE (1 - 4)				<u>22638.00</u>
6. OTHER CHARGES	INSURANCE			<u>N/A</u>
	VENDOR'S SINGLE INTEREST FEE			<u>N/A</u>
7. AMOUNT FINANCED (5 + 6)				<u>22638.00</u>
8. FINANCE CHARGE * (THE DOLLAR AMOUNT THE CREDIT WILL COST YOU)				<u>N/A</u>
9. TOTAL OF PAYMENTS (7 + 8)				<u>22638.00</u>
10. TOTAL SALE PRICE (1 - 6 - 8)				<u>22638.00</u>
11. ANNUAL PERCENTAGE RATE		<u>N/A</u>		%

I have read the terms and conditions on the back hereof and agree to them as a part of this order the same as if they were printed above my signature. The front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same has been made or entered into. I hereby acknowledge receipt of a copy of this order, and certify that I am of legal age. THIS ORDER SHALL NOT BE BINDING UPON THE SELLER UNTIL IT IS ACCEPTED BY ITS AUTHORIZED OFFICER AS SHOWN BY HIS SIGNATURE ON THE ORIGINAL ORDER ON THE FORM BELOW.

Purchaser's Signature: And I have received a copy of this order \_\_\_\_\_  
 Accepted By: Northwest Hills Chevrolet Pontiac LLC Dealer Recommended By: \_\_\_\_\_  
 By: Alan J. Honrok (Name and Title) Date 01/03/07

FINAL PAYMENT CASH OR CERTIFIED CHECK SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS

CERTIFICATE OF ORIGIN FOR A VEHICLE

0928



RBLPD019  
INVOICE NO.

1AD99214289

DATE  
12/12/06  
VEHICLE IDENTIFICATION NO.  
1GNDT13S772199761

YEAR  
2007

MAKE  
CHEVROLET

BODY TYPE  
TRAILBLAZER LS 4WD

SHIPPING WEIGHT  
4489

H.P. (S.A.E.)  
32.1

G.V.W.R.  
5750

NO. CYLS.  
06

SERIES OR MODEL  
CT15506

N.T.R.  
1/2

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

02147 KQDHND

NORTHWEST HILLS CHEVROLET PONTIAC, L  
2065 E MAIN ST  
TORRINGTON

CT 06790-3111

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

\*\*\*\*\*  
\* THIS VEHICLE \*  
\* HAS A \*  
\* 50-STATE \*  
\* EMISSION \*  
\* SYSTEM \*  
\*\*\*\*\*

GENERAL MOTORS CORPORATION  
& SUBSIDIARIES

BY: *Rachel C. [Signature]*  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

G48067123

DETROIT MI 48243-1114

CITY - STATE

GM 521 REV. 10-05

0  
1  
A  
1  
1

DRIVER'S LIC. #1 \_\_\_\_\_  
 DRIVER'S LIC. #2 \_\_\_\_\_



1ALCOTTVILLE RD. (RTE. 83)  
 VERNON, CT 06066  
 (860) 872-9145  
 Fax: (860) 871-6085

DATE OF ORDER FOR MOTOR VEHICLE

Date 3/23/10  
 Salesperson \_\_\_\_\_  
 Bus. Phone \_\_\_\_\_  
 Email (203) 452-5195

Purchaser's Name TRUMBULL MONROE HEALTH DISTRICT Phone (203) 452-5195

Address 5892 MAIN ST City TRUMBULL State CT Zip 06611

Please Enter  DEMONSTRATOR  
 My Order For  USED  NEW 2010 GMC (YEAR & MAKE) CANYON (MODEL) 4 (CVL) Stock No. SJ9599

Ident. No. 1GTHR092A8115894 Trim EBONY SL Color SUMMIT WH To Be Delivered On Or About \_\_\_\_\_

Body Type REG CAB 4WD SOCIAL SECURITY #1 \_\_\_\_\_ DATE OF BIRTH #1 \_\_\_\_\_  
 SOCIAL SECURITY #2 \_\_\_\_\_ DATE OF BIRTH #2 \_\_\_\_\_  
 THE MILEAGE AS SHOWN ON THE ODOMETER OF THE MOTOR VEHICLE TO BE PURCHASED IS: 211

FILL OUT THIS SECTION IF USED CAR OR TRUCK IS TO BE TRADED IN AS PART PAYMENT AND DO WARRANT THE TITLE THERETO TO BE FREE AND CLEAR, EXCEPT FOR THE UNPAID BALANCE, AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE, I THE UNDERSIGNED, STATE THAT THE MILEAGE AS SHOWN ON THE ODOMETER IS THE ACTUAL MILEAGE WHICH THE CAR HAS BEEN DRIVEN.

Make & Year Of Used Car/Truck \_\_\_\_\_ Reg. No. \_\_\_\_\_

Model \_\_\_\_\_ Cyl. \_\_\_\_\_ Body Type \_\_\_\_\_ Color \_\_\_\_\_

Ident. No. \_\_\_\_\_ Title No. \_\_\_\_\_

Allowance \$ N/A Balance Owed \$ N/A

To Whom Owed \_\_\_\_\_

Net Allowance \$ N/A

NO INSURANCE IS INCLUDED IN THIS ORDER

Enter My Order For Insurance as follows:

Fire and Theft \$ N/A  Collision Amount Deductible \$ N/A  Property Damage \$ N/A

Life \$ N/A  Accident and Health \$ N/A  Auto Medical \$ N/A

My Insurance Company is: TRAVELERS

CT. Insurance ID No. GP09314606

Purchaser's Signature \_\_\_\_\_

THIS MOTOR VEHICLE NOT GUARANTEED

By Scranton Motors, Inc. This vehicle is subject to a limited warranty of General Motors Corp.

For \_\_\_\_\_ months or \_\_\_\_\_ Miles. Whichever occurs first. Copy given to customer.

THIS MOTOR VEHICLE IS GUARANTEED TO BE MECHANICALLY OPERATIONAL AND SOUND FOR A PERIOD OF 60 DAYS OR 3,000 MILES WHICHEVER PERIOD ENDS FIRST. THIS GUARANTEE SHALL INCLUDE THE FULL COST OF BOTH PARTS AND LABOR, ALL LABOR MUST BE PERFORMED IN OUR SHOP. NO OUTSIDE INVOICE FOR REPAIRS CAN BE HONORED BY US.

"AS IS"

THIS VEHICLE IS SOLD "AS IS". THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP THEM, EVEN IF WE SELL "AS IS".

TO PROTECT YOURSELF, ASK US: TO PUT ALL PROMISES INTO WRITING, AND IF WE OFFER A WARRANTY ON THIS VEHICLE.

PLEASE BRING THE FOLLOWING ITEMS WITH YOU AT TIME OF DELIVERY

TITLE ON VEHICLE BEING TRADED Drivers License

CURRENT REGISTRATION CERT. \$ 19,536.00

(NO FAULT) INSURANCE CARD

CASH OR CERTIFIED CHECK DUE \$ \_\_\_\_\_

CASH DUE OTHER \$ \_\_\_\_\_

TOTAL DUE \$ \_\_\_\_\_

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

PLEASE FINANCE AS FOLLOWS:

Name of Co. \_\_\_\_\_

Contract 1 At \$ N/A

Payment \_\_\_\_\_ At \$ N/A

First Payment Due MAR 23 YEAR 10

SELLING PRICE OF CAR OR TRUCK 19511.00

EXTRA OR OPTIONAL EQUIPMENT \_\_\_\_\_

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CASH PRICE 19511.00

SALES TAX N/A

FEDERAL LUXURY EXCISE TAX N/A

~~FOR SECURITY PURPOSES (HEADL 2K 3YR) 155.00~~

PAINT PROTECTOR N/A

INTERIOR PROTECTION N/A

EXTENDED SERVICE AGREEMENT N/A

~~WARRANTY EXTENSION (HEADL 2K 3YR) 155.00~~

CT. LEMON LAW SURCHARGE N/A

EMISSION EXEMPTION FEE N/A

Dealer Conveyance Fee is not payable to the State of CT.

LIC.	REG.	TRANS.	TITLE	LIEN	CONVEYANCE FEE
			<u>25.00</u>		<u>N/A</u>

1. TOTAL CASH PRICE DELIVERED 19536.00

2. CASH DOWN PAYMENT	DEPOSIT SUBMITTED WITH ORDER	<u>N/A</u>	<u>19536.00</u>
	CASH ON DELIVERY	<u>N/A</u>	
	REBATE	<u>N/A</u>	
	REBATE	<u>N/A</u>	

NO REFUND OF DEPOSIT

3. TRADE IN N/A

LESS	BALANCE OWING TO	<u>N/A</u>
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4. TOTAL DOWN PAYMENT 19536.00

5. UNPAID BALANCE OF CASH PRICE (1-4) N/A

6. OTHER CHARGES	INSURANCE	<u>N/A</u>
VENDOR'S SINGLE INTEREST FEE		<u>N/A</u>

7. AMOUNT FINANCED (The amount of credit provided to you or on your behalf) (5+6) N/A

8. FINANCE CHARGE \* (THE DOLLAR AMOUNT THE CREDIT WILL COST YOU) N/A

9. TOTAL OF PAYMENTS (7+8) N/A

10. TOTAL SALE PRICE (The total cost of your purchase on credit including your down payment of \$) (1+6+8) N/A

11. ANNUAL PERCENTAGE RATE N/A %

I have read the terms and conditions on the back hereof and agree to them as a part of this order the same as if they were printed above my signature. The front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same has been made or entered into. I hereby acknowledge receipt of a copy of this order, and certify that I am of legal age. THIS ORDER SHALL NOT BE BINDING UPON THE SELLER UNTIL IT IS ACCEPTED BY ITS AUTHORIZED OFFICER AS SHOWN BY HIS SIGNATURE ON THE ORIGINAL ORDER ON THE FORM BELOW.

Purchaser's Signature: And I have received a copy of this order Rich Jacob

Accepted By SCRANTON MOTORS INC. Dealer Recommended By: \_\_\_\_\_

By \_\_\_\_\_ (Name and Title) Date 03/23/10

FINAL PAYMENT CASH OR CERTIFIED CHECK SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS

**STATE OF CONNECTICUT  
DEPARTMENT OF MOTOR VEHICLES**

VEHICLE IDENTIFICATION NUMBER (VIN) 1GTHBD92A8115894    YEAR 2010    MAKE GMC    MODEL CANYON    BODY STYLE PICKUP    CYL. 04    NEW/USED NEW  
 TITLE NUMBER 032185665    DATE OF ISSUE 05/27/2010    PRIOR TITLE NUMBER    PRIOR TITLE STATE    PURCHASE DATE 03/23/2010    ODOMETER READING 000211

**OWNER(S):**  
 TRUMBULL MONROE HEALTH DISTRICT  
 5892 MAIN ST  
 TRUMBULL CT 06611-2466

**FIRST LIENHOLDER:**

**DATE OF LIEN:**

**SECOND LIENHOLDER:**

**DATE OF LIEN:**



TRUMBULL MONROE HEALTH DISTRICT  
 5892 MAIN ST  
 TRUMBULL CT 06611-2466

VEHICLE IDENTIFICATION NUMBER (VIN)



TITLE NUMBER



RELEASE OF LIENS	
FIRST LIEN INTEREST IN DESCRIBED VEHICLE IS HEREBY RELEASED	
NAME	
AUTHORIZED SIGNATURE <b>X</b>	DATE RELEASED
SECOND LIEN INTEREST IN DESCRIBED VEHICLE IS HEREBY RELEASED	
NAME	
AUTHORIZED SIGNATURE <b>X</b>	DATE RELEASED

SB0604 REV. 03/08

The Commissioner of Motor Vehicles hereby certifies that an application for a certificate of title for the motor vehicle described herein has been duly filed, pursuant to the provisions of the laws of the State of Connecticut, and based on the statements of the applicant and the records on file with this agency. The applicant named is the owner of said vehicle. The Department of Motor Vehicles further certifies that the vehicle is subject to any security interests shown herein.

IN WITNESS WHEREOF,  
 I have affixed my hand.

*Robert M. Ward*

COMMISSIONER OF MOTOR VEHICLES

VOID IF ALTERED



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

November 25, 2014

Dennis J. Kokenos, Esq.  
Owens, Schine & Nicola  
799 Silver Lane  
P.O. Box 753  
Trumbull, CT 06611

**RE: Information Request regarding the Health District for Town of Trumbull**

Dear Dennis:

On behalf of Board Chair Ray Knapp I am forwarding the information that has been requested. I want to be clear that the request that was emailed to me on Friday, November 21<sup>st</sup>, 2014 was the first request we received for this information, formal or informal.

The attached sheet will serve as an index for the documents provided. We will continue working to see if there are other items that meet the criteria of the request that did not immediately come to mind, but the document copies provided include the majority, if not all of what has been requested.

If you have additional questions or need clarification, please contact Ray Knapp or myself.

Sincerely,

Patrice A. Sulik, MPH, RS  
Director of Health

Cc: Board of Health  
Steve Vavrek, Monroe First Selectman

## **Town of Trumbull Request for Documents, November 25, 2014**

### Documents Included:

- Application from our Per Capita “grant” from state. Not a true grant, so we do not get a signed contract.
- Personnel Procedures Manual; we have other personnel forms; if this are relevant we can provide.
- Lead Grant
- Public Health Preparedness Grant
- Contract for Patrice Sulik
- Information on the cars the Health District owns-no loans for cars
- Lease Agreement
- Contract for IT support
- Lease for copy machine
- Contracts from companies we buy medical supplies and vaccines from
- TD Bank Loan-with the knowledge and support of both elected officials, we refinanced unfunded accrued liability for pension that was already owed to the state when I came in 2007. We estimate a savings of \$111,000 to taxpayers by taking this loan.
- We have two subcontractors that work on grants and a bookkeeper, but none of them have agreements that guarantee any amount of work after the current fiscal year.
- Although we are exploring leaving the pension plan, there would be annual costs into the future-there is an annual amount charged for each person in the plan-I will find and get this document to you-if memory serves it is approximately \$90.00 per year per person.

LEASE AGREEMENT

This Lease Agreement made on <sup>May</sup> ~~April~~ 11, 2010 by and between Corporate Drive, LLC, c/o Felner Corporation, 35 Brentwood Avenue, Fairfield, CT (hereinafter called "Landlord"), of the first part, and Trumbull Monroe Health District 5892 Main Street, Trumbull, CT 06611 (hereinafter called "Tenant"), of the second part.

WITNESSETH:

That in consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord premises containing approximately 3,269 square feet, (hereinafter called "Leased Premises"), the premises described as Suite 113 and 116, in the office building (the "Office Building") situated at 2 Corporate Drive, Trumbull, CT. This lease shall be for the term, upon the rentals and subject to the terms and conditions set forth in this Lease Agreement and Schedules hereto.

Landlord hereby warrants that Tenant shall have peaceful and quiet use and possession of the Leased Premises without hindrance on the part of Landlord. Tenant's rights under this Lease Agreement are and shall always be subordinate to the operation and effect of any mortgage, deed of trust or other security instrument now or hereafter placed upon the Office Building, or any part thereof, by Landlord, and Tenant will, upon Landlord's request, execute and deliver such instrument as may be appropriate to effect such subordination. With respect to any current and/or future mortgages or deeds of trust, Landlord agrees to make good faith, reasonable efforts to obtain a non-disturbance provision in favor of Tenant.

Tenant will, upon the request of Landlord or of the mortgagee or trustees, under any such mortgage or deed of trust, execute an attornment instrument and attorn to such mortgagee or trustees and become its Tenant on the terms herein contained for the unexpired residue of the term of this Lease Agreement.

1. USE

The Leased Premises shall be used by Tenant solely for the purpose of conducting therein the operations and activities of a municipal and public health department and other operations ancillary to such use (the "Tenant's Use"), for no other purpose. It is understood and agreed that the Tenant's Use includes all routine and emergency activities that would be typically incumbent on and undertaken by a local health department which at times may involve being operational 24/7 for a period of time during emergency situations.

2. TERM

The term of the demise shall be for a period of one hundred twenty (120) months, beginning June 15, 2010 and ending June 14, 2020 (the "Initial Term").

3. Rent and Common Area Maintenance (CAM)

The rent, which sum includes any and all Operating Expenses, defined below, and real property taxes and such expenses which might otherwise be payable by Tenant (hereinafter, the "Total Rent") for the demised term shall be payable monthly in advance of the fifteenth day of each calendar month for the term hereof, in installments as follows:

July 15, 2010 through June 14, 2011	\$3,083.33
June 15, 2011 through June 14, 2012	\$3,144.97
June 15, 2012 through June 14, 2013	\$3,207.86
June 15, 2013 through June 14, 2014	\$3,272.02
June 15, 2014 through June 14, 2015	\$3,337.46
June 15, 2015 through June 14, 2016	\$3,404.21

June 15, 2016 through June 14, 2017	\$3,472.29
June 15, 2017 through June 14, 2018	\$3,541.74
June 15, 2018 through June 14, 2019	\$3,612.57
June 15, 2019 through June 14, 2020	\$3,684.82

Upon signing of this Lease, the Tenant will deposit with Landlord the sum of Six Thousand One Hundred Sixty-Six and 66/100 (\$6,166.66) Dollars as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease Agreement. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease Agreement, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Total Rent, or any other sum as to which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease Agreement, including but not limited to, any damages or deficiency in the reletting of the Leased Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Landlord. If Landlord applies any part of said deposit to cure any default of Tenant, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this Lease.

In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease Agreement, the security shall be returned to Tenant, without interest, after the date fixed as the end of the Lease Agreement and after delivery of the entire possession of the Leased Premises to Landlord. In the event of a sale or lease of the Office Building, of which the Leased Premises form a part, Landlord shall have the right to transfer the security to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Landlord solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

#### 4. IMPROVEMENTS

The parties have signed outline specifications identified as Schedule "A" a copy of which is attached hereto, describing improvements to be provided and installed by Tenant at its expense, and Tenant agrees to perform the work and make the installations in the Leased Premises which are set forth in Schedule "A". The Leased Premises will be considered as "ready for occupancy" on the date on which Tenant shall have substantially completed all work to be performed by it in accordance with Schedule "A", but in no event beyond June 15, 2010. Upon occupying the Leased Premises, Tenant thereby accepts the same and acknowledges that the Leased Premises are in the condition called for hereunder.

Tenant has submitted to Landlord and Landlord has approved a plan for Tenant's space (hereinafter referred to as "Tenant's Plan") containing all designations and selections to be made by Tenant.

Landlord's approval of Tenant's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligation on the part of the Landlord to do any work or make any installations in or about the Leased Premises.

All improvements to be provided by Tenant shall be at its expense and shall be subject to Landlord's approval, which the Landlord agrees not unreasonably to withhold.

On or prior to the date upon which Tenant occupies the Leased Premises, Landlord may, by notice to Tenant, change the location of and amend the description of the Leased Premises from Suite 113 and Suite 116 to a similar location on the same floor or another floor of the Office Building and Landlord represents that such other space will contain substantially identical dimensions; provided, however, that the Landlord reimburses the Tenant for costs of the

improvement made by Tenant to the Leased Premises in accordance with the Tenant's Plan. On the happening of the foregoing event, Tenant and Landlord agrees to execute an agreement re-describing the Leased Premises.

On not less than sixty (60) days notice to Tenant, the Landlord shall have the right to move the Tenant out of the Leased Premises and into similar space at the Office Building of at least equal area. In such event Landlord shall remove, relocate and reinstall the Tenant's equipment, furniture and fixtures and redecorate the new space similar to the old space, all of which shall be done at Landlord's sole cost and expense and without cost or expense to the Tenant, and for the balance of its term this Lease Agreement shall continue in full force and effect and shall apply to the new space with the same force and effect as though this Lease Agreement had originally been for such new space.

Tenant represents and warrants to Landlord that NO BROKERS were involved in negotiating this Lease Agreement and Tenant agrees to indemnify and hold Landlord harmless from any and all claims of other brokers arising out of or in connection with the negotiation of or the entering into of this Lease Agreement between Landlord and Tenant, if such broker claims that he acted through or on behalf of the Tenant.

## 5. COMMON AREAS

a. Tenant shall have the right to use the common areas and parking areas of the Office Building (the "Office Building Area") in common with other tenants of the Office Building. Tenant shall not have the right to exclusive use of any automobile inside reserved parking spaces or other such facilities as may be constructed and designated, from time to time, by Landlord in the Office Building Area for use by specific tenants of the Office Building, all to be subject to the terms and conditions of this Lease Agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Landlord shall have the right to make changes or revisions in this common area of the Office Building and the Office Building Area, and Landlord shall have the right to construct additional buildings in the Office Building Area for such purposes as Landlord may deem appropriate.

Landlord shall be solely responsible for the payment of the real property taxes, insurance and "operating costs" of the Office Building and the Office Building Area, and Tenant shall have no obligation therefor. "Operating Costs" shall refer to expenses incurred in operating and maintaining the Office Building and Office Building Area in a manner deemed by Landlord reasonable and appropriate and for the best interests of the tenants in the Office Building, including, without limitation, the following:

- A. All costs and expense directly related to the Office Building and Office Building Area of operating, repairing, lighting, cleaning, insuring, removing snow, ice and debris, policing and regulating traffic in the area immediately adjacent to the Office Building and the depreciation of machinery and equipment used for such operations.
- B. All costs and expense, other than those of a capital nature, of replacing paving, curbs, walkways, landscaping (including replanting and replacing flowers and other planting) drainage and lighting facilities in the Office Building and Office Building Area.
- C. Electricity and fuel used in lighting, heating, ventilating and air condition the Office Building, including the Leased Premises.
- D. Maintenance of mechanical and electrical equipment including heating, ventilating and air conditioning equipment in the Office Building.
- E. Window cleaning and janitor service, including janitor equipment and supplies.
- F. Maintenance of elevators, rest rooms, lobbies, hallways and other common areas of the Office Building.
- G. Painting and decoration of all common areas in the Office Building and the Office Building Area.

- H. All other expenses which would be considered as an expense of maintaining, operating or repairing the Office Building and the Office Building Area under sound accounting principles.
- I. Management fees, commissions, wages and salaries of all persons engaged in the maintenance, leasing and operation of the Office Building and Office Building Area.

## 6. TERMINATION

This Lease Agreement and the tenancy hereby created shall cease and determine at the end of the original term hereof, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Leased Premises from a Tenant holding over to the same extent as if statutory notice had been given. For the period of four (4) months prior to the expiration of the original term of this Lease Agreement to any renewal or extension thereof, Landlord shall have the right to display on the exterior of the Leased Premises the customary sign "For Rent", and during such period Landlord may show the Leased Premises and all parts thereof to prospective tenants during normal business hours.

At the expiration or earlier termination of this Lease Agreement, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the Leased Premises, broom clean and in as good condition as they were at the beginning of the term, reasonable wear excepted. All property of Tenant remaining on the Leased Premises after the expiration or earlier termination of this Lease Agreement shall be conclusively deemed abandoned and at Landlord's option, may be retained by Landlord, or may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal. Landlord may have any such property stored at Tenant's risk and expense.

## 7. OPERATION BY TENANT

Tenant will replace promptly at its own expense with glass of like kind and quality any plate glass of the Leased Premises which may become broken or cracked due to any act or negligence, by act or omission, of Tenant, its agents, employees, invitees and licensees, unless damaged by fire, or act of Landlord, its agents or employees. Tenant will maintain the interior of the Leased Premises at its own expense in a clean, orderly and sanitary condition. Tenant will not use or permit the use of any apparatus or musical instruments for sound reproduction or transmission in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Leased Premises. Tenant will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Leased Premises. Tenant will comply with all laws and ordinances, all rules and regulations of governmental authorities, all regulations and recommendations of the Fire Underwriters Rating Bureau and such rules and regulations as Landlord may prescribe on written notice to Tenant with respect to the use or occupancy of the Leased Premises, Office Building or Office Building Area by Tenant. Tenant will not receive or ship articles of any kind except through facilities provided for that purpose by Landlord.

## 8. REPAIRS

Landlord will keep the exterior of the Leased Premises in repair, provided that Tenant shall give Landlord written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by the carelessness or negligence of Tenant, its agents, employees, or servants, in which event Tenant shall be responsible therefor. Tenant will keep the interior of the Leased Premises in good repair and will surrender the Leased Premises at the expiration of the term or at such other time as it may vacate the Leased Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear and damage by fire, unavoidable accident or Act of God. Tenant will not overload the electrical wiring serving the Leased Premises or within the Leased Premises, and will install at its own expense,

but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus.

#### **9. ALTERATIONS BY TENANT**

Tenant will not make any alteration to the Leased Premises or any part thereof without first obtaining Landlord's written approval of such alteration; and Tenant agrees that any improvements made by it shall immediately become the property of Landlord and shall remain upon the Leased Premises in the absence of agreement to the contrary. Tenant will not cut or drill into or secure any fixtures, apparatus or equipment of any kind to any part of the Leased Premises without first obtaining Landlord's written consent.

Tenant shall within ten (10) days after notice from Landlord discharge any mechanic's lien for materials or labor claimed to have been furnished to the Premises on Tenant's behalf.

#### **10. SIGNS AND ADVERTISING**

Tenant will not place or suffer to be placed or maintained on the exterior of the Leased Premises any sign, advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Landlord's written approval thereof, which approval shall be unreasonably withheld; and Tenant further agrees to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

#### **11. PUBLIC LIABILITY INSURANCE**

Tenant will keep in force at its own expense so long as this Lease Agreement remains in effect, public liability insurance with respect to the Leased Premises in companies and in form acceptable to Landlord with minimum limits of One Million on account of bodily injuries to or death of one person, and One Million on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of One Million; and Tenant will further deposit the policy or policies of such insurance or certificates thereof, with Landlord. Such policies shall name Landlord and, at the request of Landlord its mortgagee, as an additional insured. If Tenant shall not comply with its covenants made in this Section 14, Landlord may, at its option, cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay the premiums for such insurance promptly upon Landlord's demand.

#### **12. NO LIABILITY**

Tenant agrees to take such steps as it may deem necessary and adequate for the protection of itself; and its agents, employees, and invitees, and the property of the foregoing, against injury, damage or loss, by insurance, as a self-insurer, or otherwise. The Landlord, its agents and employees shall not be liable for any damage to property of the Tenant entrusted to employees of the Office Building or to any property, goods, or things contained in the Leased premises or stored in the basement, or other part of the Office Building, unless due to negligence of the Landlord and its agents.

Tenant shall not be entitled to claim a constructive eviction from the Leased Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, unless Landlord shall have failed within a reasonable time after receipt of such notice to remedy such conditions.

To the extent possible, Tenant shall obtain, on each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all claims against the Landlord as to such claims covered by such insurance. Nothing herein shall be construed to vary the force and effect of the first paragraph of this Section 12, and nothing contained in this Section 12 shall be deemed to excuse Landlord from its own negligence.

#### **13. INDEMNITY BY TENANT**

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof or any other part of Landlord's property, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors or employees. Nothing contained in this Section 13 shall be deemed to excuse or indemnify the Landlord from its own negligence.

#### **14. FIRE OR OTHER CASUALTY**

In the event the Leased Premises shall be damaged by fire, or other casualty, the Tenant shall give immediate notice thereof to the Landlord, and after such notice, an equitable reduction of rent shall be allowed by Tenant for the time such part or parts of the Leased Premises shall remain incapable of use and occupancy, and this Lease Agreement shall, unless notice is given as set forth below, continue in full force and effect, and the Landlord shall, at its own expense, with reasonable promptness, subject to force majeure as defined in Section 22, and delays in making of insurance adjustments by Landlord, repair the Premises. If the damage results from the act or omission of Tenant, or Tenant's agents, employees or invitees, Tenant shall not be entitled to any abatement or reduction of rent. Landlord need not restore fixtures and improvements owned by Tenant or floor coverings, furnishing and other decorative features furnished by Tenant. In the event the Leased Premises or the Office Building shall before or after the commencement of the term, be so damaged that the Landlord shall decide not to repair the same, or if the Landlord shall decide to demolish or rebuild either the Leased Premises or the Office Building, for any reason whatsoever, upon notice to Tenant, the term of this Lease shall cease and terminate, effective as of the time of the damage, and the accrued rent, if any, shall be paid up to the time of the damage. All proceeds of insurance payable as a result of fire or other casualty shall be the sole property of the Landlord. Landlord agrees that if the repairs provided for herein cannot be made within six (6) months from the date of the casualty, subject to force majeure as defined in Section 22, then in such event Tenant shall have the right, after said six (6) months period but prior to substantial completion, to terminate this Lease on thirty (30) days written notice to Landlord.

#### **15. CONDEMNATION**

If the Leased Premises or any part thereof shall be taken by eminent domain, this Lease Agreement shall terminate on the date when title vests pursuant to such taking, and the rent and additional rent shall be apportioned as of said date. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; excepting that Tenant shall be entitled to any separate award rendered for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty.

#### **16. INSPECTION BY LANDLORD**

Tenant will permit Landlord, its agents, employees and contractors to enter the Leased Premises and all parts thereof upon reasonable notice and during business hours to inspect the same and to enforce or carry out any provision of this Lease Agreement.

#### **17. NO ASSIGNMENTS OR SUBLETTING**

Tenant will not assign this Lease Agreement in whole or in part, nor sublet all or any part of the Leased Premises or permit the use of any part of the Leased Premises by any other person, firm or entity without the written consent of Landlord first obtained. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. The consent of Landlord referred to herein shall not be withheld unreasonably.

#### **18. PERFORMANCE BY TENANT**

Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly upon receipt of written notice specifying action desired by Landlord in connection with any such covenant, except the covenant to pay rent,

commence to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of Landlord within three (3) days after delivery thereof, then Landlord may, at its option, enter upon the Leased Premises, and to the things specified in said notice, and Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand, any expense incurred by Landlord in taking such action.

#### 19. DISTRAINT: OTHER REMEDIES OF LANDLORD

A. If Tenant defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, Landlord may give to Tenant notice of such default and if Tenant does not cure any rent default within five (5) days, or other default, within ten (10) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such ten (10) days, if Tenant does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), or if the Tenant shall compound its debts, or make an assignment for the benefit of creditors, or if a receiver or trustee is applied for or appointed for the Tenant, or if there be filed a petition in bankruptcy or insolvency, or for an arrangement for reorganization by or against the Tenant, or if the Tenant is adjudicated a bankrupt or is adjudged to be insolvent, or if there is advertised any sale of Tenant's property under process of law, or if the assets or property of the Tenant in the Premises shall be attached or levied upon, then Landlord may terminate this Lease Agreement on not less than three (3) days' notice to Tenant, and on the date specified in said notice the term of this Lease Agreement shall terminate and Tenant shall then quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease Agreement shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.

B. In any case where Landlord has recovered possession of the Premises by reason of Tenant's default, Landlord may at Landlord's option occupy the Premises or cause the Leased Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, any may relet the Leased Premises or any part thereof as agent of Tenant or otherwise, for a term or terms to expire prior to, at the same time as or subsequent to, the original expiration date of this Lease Agreement, at Landlord's option, and receive the rent therefor, applying the same first to the payment of such expense as Landlord may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting and the reletting, including brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay the Landlord damages equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions, and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. The Tenant shall not be entitled to any surplus accruing as a result of any reletting. If Landlord elects pursuant hereto to occupy and use the Leased Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent or damages as herein defend, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder.

C. Anything in this Lease Agreement to the contrary notwithstanding, at Landlord's option, Tenant shall pay a "late charge" of eight (8%) percent of any installment of rental (or any such other charge or payment as may be considered additional rent under this Lease Agreement) when paid more than seven (7) days after the due date hereof, to cover the extra expense involved in handling delinquent payments.

#### 20. REMEDIES CUMULATIVE

No mention in this Lease Agreement of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of Landlord to insist in any one or more instance upon a strict performance of any covenant of this Lease Agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

#### 21. SUCCESSORS AND ASSIGNS

This Lease Agreement and the covenants and condition herein contained shall incur to the benefit of and be binding upon Landlord, its successors and assigns and shall be binding upon Tenant, its successors and assigns, and shall insure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.

#### 22. FORCE MAJEURE

Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

#### 23. NOTICES

All notices from Tenant to Landlord required or permitted by any provision of this Lease Agreement, shall be directed to Landlord at c/o Felner Corporation, 35 Brentwood Avenue, Fairfield, CT. All notices from Landlord to Tenant so required or permitted shall be directed as follows, namely: Trumbull Monroe Health District, 5892 Main Street, Trumbull, CT 06611, Attention: Patrice Sulik, Director. Tenant shall send a copy of all notices of default of Landlord to Landlord's first mortgagee, notice of the interest of which shall have been given to Tenant. Either party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address.

#### 24. ESTOPPEL CERTIFICATES

Tenant shall, from time to time, upon not less than ten (10) days' prior written request by Landlord execute, acknowledge and deliver to Landlord a written statement certifying that this Lease Agreement is unmodified and in full force and effect (or that same is in full force and effect as modified, listing the instruments or modification), the dates to which the rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage Landlord's interest in any underlying lease or in the Office Building or the Office Building Area.

#### 25. APPLICABLE LAW

This Lease Agreement shall be construed under the laws of the State of Connecticut.

#### 26. CAPTIONS AND HEADINGS

The captions and headings throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or interest of this Lease Agreement nor in any way affect this Lease Agreement.

27. UNDERSTANDING OF PARTIES

It is expressly understood and agreed that this Lease Agreement shall be binding upon both parties from the date hereof until the commencement of the term as provided herein and thereafter according to its terms, provided, however, that if the Leased Premises shall not be ready for occupancy (as defined in Section 4), on, or before the fifteenth day of June, 2010, this Lease Agreement shall become void and of no further force and effect. If this Lease Agreement shall automatically terminate as provided in this Section, both Landlord and Tenant shall be relieved of all obligations in connection herewith and all claims, rights or causes of action hereunder, except that Landlord shall return the deposits made by Tenant. If this Lease Agreement shall become void, as provided in this Section, Tenant will, upon demand, execute a written instrument in recordable form containing a release and surrender of all right, title and interest in, or to, the Leased Premises under the provision of this Lease Agreement or otherwise.

28. OPTION

Provided Tenant is not in default under any of the terms and conditions of the Lease Agreement, Tenant is hereby given the option to renew this Lease, as same may be amended, from time to time, for an additional term of five (5) years commencing upon the expiration of the Initial Term thereof, upon the same terms, covenants and conditions as are set forth for the original term, except that the rental shall be a the then prevailing rate for the Office Building.

In order to exercise this renewal option, Tenant shall notify Landlord by registered mail, return receipt requested, one hundred twenty (120) days prior to the expiration of the Initial Term.

If Tenant exercises the option as provided for herein, the renewal term shall commence immediately upon expiration of the original term. In the event Tenant does not exercise the renewal option, as provided herein, the term shall expire as provided in the said Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement under their respective seals as of the day and year first above written.

ATTEST:

\_\_\_\_\_

LANDLORD:  
CORPORATE DRIVE, LLC

By:

Brian Vaughn  
Brian Vaughn, Its Member

TENANT:  
TRUMBULL MONROE HEALTH DISTRICT

Boyd Clain

By:

Lawrence D. ...

By:

Patricia A. Suli?



2 Corporate Drive – Suite 116  
Trumbull, CT 06611

PHONE (203) 452- 5195

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# Personnel Procedures Manual

Revised August 2012

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**SECTION 1            INTRODUCTION**

**1.0    PURPOSE**

The purpose of this Personnel Procedures Manual (“Manual”) is to provide employees with a single, concise source to refer to when faced with questions or issues concerning employment with the Trumbull Monroe Health District (the “District”).

By providing clearly defined personnel procedures, the Manual serves as a centralized source of guidance to all employees, including as it relates to employment privileges, benefits and responsibilities, except where conditions of employment are otherwise specifically provided for in a separate written employment agreement. Please understand that this Manual can only highlight and summarize our policies and procedures. If you seek additional information, do not hesitate to ask the Director of Health (“Director”). A copy of this Manual shall be made readily available for employee review.

The District reserves the right to revise, rescind, or supplement these policies at any time, for any reason, and without warning. Nothing herein should be construed as a contract or promise. Should any changes occur, new written procedures will all be included in the Manual. This Manual replaces any prior versions.

**1.1    AMENDMENTS AND/OR REVISIONS**

Amendments and/or revisions to this Manual shall be made by action of a quorum of the District Board of Directors based upon the recommendations of a designated committee thereof. Such amendments and/or revisions become effective upon such action.

Although the Board is the final authority with respect to personnel policies, the Board may, at their discretion, entertain suggestions for revision from staff.

**1.2    ADMINISTRATION OF POLICIES**

The Director shall be responsible for the development and implementation of these personnel procedures. In addition, the Director shall be responsible for the employment, training, and supervision of all employees, subject to such rules, regulations or procedures established by the Board of Directors.

The Director may designate another staff member to act on his/her behalf in the administration of these policies.

**SECTION 2            AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY**

**2.0    POLICY STATEMENT**

It is the policy of the District to provide a workplace that is free from illegal discrimination and harassment and to ensure equal employment opportunity for all employees regardless of race, religion, color, creed, national origin, sex, marital status, age, mental or physical disability, genetic information, or any other characteristic protected by local, state or federal law. Further, the District is an affirmative action employer, in compliance

with all applicable state and federal laws. Accordingly, the District requires that individuals and organizations with which we do business do not engage in discriminatory practices.

The goals and objectives of this Policy include to:

- a. Ensure fair treatment and non-discrimination in hiring and employment;
- b. Provide compliance with State and Federal affirmative action/equal employment requirements and regulations; and
- c. Provide a basis for encouraging those who do business with the District to practice the principles of Affirmative Action and Equal Employment Opportunity

## **2.1 PROGRAM RESPONSIBILITY**

The Director shall serve as the Affirmative Action/Equal Opportunity Officer to carry out the Affirmative Action/Equal Employment Opportunity Policy and Program. The Director shall be the focal point for the District's efforts and shall advise and assist staff and management personnel in all matters regarding implementation of and compliance with the Affirmative Action/Equal Employment Opportunity Policy and be responsible for the successful execution of the program, utilizing the assistance of appropriate State and community agencies.

## **2.2 PRACTICES**

The Affirmative Action/Equal Opportunity Officer shall undertake the following actions to ensure affirmative action/equal employment opportunities in the District:

- a. Periodically review all position qualifications and job descriptions to ensure requirements are relevant to the tasks to be performed. Make recommendations as needed to delete requirements not reasonably related to the tasks to be performed.
- b. Ensure pay and fringe benefits depend upon job responsibility and, along with overtime work, are administered on a non-discriminatory basis.
- c. Inform and provide guidance to staff and management personnel who make hiring decisions so that all applications for selection, promotion and termination, including those of minorities and women, are considered without discrimination and all applicants are given equal opportunity in accordance with the law.
- d. Seek to create a pool of qualified candidates to encourage diversity and ensure equal employment opportunity in hiring.
- e. Ensure that contractors and subcontractors fully comply with all applicable non-discrimination and affirmative action requirements.

- f. Ensure that the District does not knowingly do business with any contractor or subcontractor who unlawfully discriminates against members of any protected class under state or federal law.
- g. Encourage contractors, subcontractors and suppliers to develop and follow a plan of affirmative action/equal employment opportunity, the existence and administration of which will be a factor in deciding the approval and continuation of contracts.
- h. Solicit and encourage the participation of minority business subcontractors and suppliers of goods and services.

## **2.3 COORDINATION WITH STATE AND FEDERAL LAWS**

The District recognizes its responsibility to comply with all applicable State and Federal laws and to ensure that equal opportunity and non-discrimination policies of State and Federal agencies with which it conducts business are carried out.

## **SECTION 3 DEFINITIONS**

### **3.0 GENERAL DEFINITIONS**

Definitions of the terms of these personnel policies are as follows:

Appointing Authority: The appointing authority shall mean the Director of Health, except where it pertains to personnel action in regard to the Director of Health position, in which case it shall mean the Board of Directors.

Board, Board of Directors, Board Director: The District governing body known as the Trumbull Monroe Health District Board of Directors and its members.

Date of Hire: The effective date of the individual's employment with the District.

### **3.1 DEFINITIONS OF EMPLOYEE CLASSIFICATIONS**

For purposes of salary administration, employee benefit eligibility and other personnel matters, it is necessary to classify employees in certain categories. The terms which denote these categories shall be used throughout the Manual. Whenever used, their meaning shall be as follows:

Exempt Employee: An employee of the District who is defined as "exempt" pursuant to Federal and State of Connecticut Wage and Hour Laws.

Non-Exempt Employee: An employee of the District who is not defined as "exempt" pursuant to Federal and State of Connecticut Wage and Hour Laws.

Probationary Employee: An employee who is hired on a trial basis during an initial period of employment. All newly-hired District employees are on a probationary status which extends six (6) months from the date of hire.

Full-Time Employee: An employee who works 35 hours or more per week on a regular and continuing basis.

Part-Time Employee: An employee who works less than 35 hours per week on a regular and continuing basis.

Temporary Employee: An individual who substitutes for a regular employee for the duration of authorized leave of absence, or who is hired for a specific length of time to complete a defined job task. A temporary employee may be employed on either a full-time or part-time basis.

Regular Employee: A full-time employee, excluding individuals employed on a temporary basis.

## **SECTION 4            RECRUITMENT/SELECTION PROCESS**

### **4.0    RECRUITMENT**

The Director shall administer and coordinate the hiring process for all positions.

The District shall conduct its employee selection process so as to achieve the best possible match between applicants for jobs and open positions. It is the District's policy to select the most qualified person available for a position based upon the knowledge, skills, and abilities required to perform the job.

An applicant's knowledge, skills and abilities related to the position for which he/she has applied shall be judged according to factors such as, but not limited to, his/her education, previous experience, personal interview, references and test results where applicable.

The Director shall screen all applications received to determine qualification for the position to be filled.

Applicants may be disqualified for consideration for employment for reasons including, but not limited to, the following:

- a. They do not possess the qualifications for the job or possess the required qualifications at date of employment.
- b. They have demonstrated an unsatisfactory employment record or personal record as evidenced by information contained on the application form or by the results of a reference check.
- c. They have made false statements of any material facts or practiced deception in their application.
- d. The applicant is not within the legal age limits prescribed by law.

### **4.1    EMPLOYEE SELECTION PROCEDURES – APPLICATION**

Applicants shall be required to complete the District's application form. The application form includes the District's Affirmative Action/Equal Employment Opportunity Policy and does not include questions contrary to State and Federal laws and regulations.

When the position being recruited is of a professional nature, the Director may allow a resume to substitute for the District application form, provided that all information required on the application form is obtained from the applicant.

Applications shall be accepted by the Director at any time. Prospective employees shall be required to answer only those questions that are considered relevant to the particular position for which they are applying.

All applications shall be kept on active file for a period of one (1) year. The Director shall screen active application files for possible candidates. Candidates shall be contacted to determine current interest in employment prior to the applicable position being filled.

#### **4.2 TESTING**

Examinations may be developed for certain positions based on the position's responsibilities, the qualifications required, and resources available.

The examination may consist of oral interview/application review, a structured questionnaire, practical tests, and written tests, among other examination methods. In all cases, the testing shall be job-related and designed to determine the candidate's knowledge, skills, and abilities for the position.

#### **4.3 INTERVIEW PROCESS**

The employment interview is a supplement to and part of the selection process. The primary function of the interview is to obtain data or ascertain knowledge, skills, and abilities of a candidate not available through review of resumes or other testing mechanisms. Certain guidelines shall be observed to maximize the validity and reliability of the interview process as well as ensure the adherence to any applicable affirmative action/equal employment opportunity requirements.

Consistency shall be determined in the questions asked of all candidates. Questions must be job related and designed to measure job knowledge, experience, education, or to solicit responses which reflect those personal traits which are job related. Questions which pertain to race, sex, religion or marital status or other inquiries which tend to directly or indirectly disclose such information are prohibited.

The Director may, for any position opening, determine that an interview panel shall be selected to conduct the interview process.

#### **4.4 REFERENCE CHECK**

Before any offer of employment is extended, the Director shall conduct a reference check on the final candidate(s). The check includes verification of employment duties, dates of employment, work record, attendance record, strengths, weaknesses, safety record, and other pertinent information.

No reference check or background investigation shall be conducted without first notifying the applicant.

Certain positions may be designated by the Director or the Board to undergo a criminal record check by the Police Department or other designated individual/agency. Any such criminal record check shall be conducted in accordance with applicable legal requirements.

Results of the reference check and/or background check shall help determine the applicant's fitness for the position.

#### **4.5 PRE-EMPLOYMENT PHYSICALS**

A pre-employment medical examination may be required, including testing for use of controlled substances as permitted under the law. Written notice of the District's intent to conduct a drug test shall be given to applicants at the time they are given the application form. Testing shall be performed in compliance with all applicable legal requirements.

#### **4.6 APPOINTMENT**

For all positions, an employment confirmation letter prepared by the Director is forwarded to the final accepting candidate outlining the terms of employment.

### **SECTION 5 GENERAL EMPLOYMENT POLICIES & PROCEDURES**

#### **5.0 JOB DESCRIPTION**

A job description will be prepared when a new job or position is created, or when an existing position is significantly altered. A job description shall become effective upon approval of the Board.

The goal of each job description is to give a clear and easily understood portrayal of the position and the qualifications required to fill the position. The job description does not constitute an employment agreement between the District and employee and is subject to change by the Director. Examples of duties listed in the job description are intended to give a general sense of the responsibilities of the various types of work performed and omission of specific duties does not exclude such duties from the position if the work is similarly related or a logical assignment of the position.

#### **5.1 HOURS OF WORK**

The normal working hours are seven (7) hours per day from 8:30 a.m. to 4:30 p.m., Monday through Friday, with a one (1) hour unpaid lunch period per day.

Among other reasons, the standardization of working hours is necessary to provide:

- a. Continuity in access by and services to the citizenry;
- b. Facilitation of teamwork; and
- c. Facilitation of supervisory assistance

Occasions may arise when the service of the citizenry can be improved through the adjustment of an employee's work hours. Any such adjustment must first be approved in writing by the Director.

In the event of a public health emergency occurring outside of normal work hours, as determined in the discretion of the Director and/or the Board, employees may be required to report for duty, as dictated by the Director. Except in the case of an emergency that prevents an employee from reporting for duty, an employee that refuses to report for duty shall be deemed to be insubordinate and disciplined in accordance with Section 6. Payment for such hours shall be governed by Section 5.3.

## **5.2 COMPENSATORY TIME**

Exempt employees earn compensatory time at the rate of one and one-half times (1 ½) each hour of overtime worked when called back to work at the direction of the Director. In the event of such a call back, the employee shall be compensated for a minimum period of two (2) hours (i.e. 3.5 hours of compensatory time).

This provision shall not apply where call back is for hours that are contiguous with the employee's regular work hours. This provision may only be applied once in any given day (i.e. a 24 hour period).

Employees are encouraged to use compensatory time within 30 calendar days, with the consent of the Director, which consent shall not be unreasonably withheld. Accrued and unused compensatory time shall be paid out at the applicable rate upon separation from employment.

## **5.3 OVERTIME**

Overtime shall be paid to non-exempt employees at a rate of one and one-half times (1 ½) the employee's straight time hourly rate for hours worked in excess of 35 hours in a workweek. Overtime must be approved in advance by the Director.

In the event of a public health emergency occurring outside of normal work hours, as determined in the discretion of the Director and/or the Board, personnel (exempt and non-exempt) responding to such emergency shall be paid a minimum of four (4) hours. A public health emergency includes, but is not limited to, an extreme weather event, widespread power outage, and mass dispensing of vaccines.

This provision shall not apply where call back is for hours that are contiguous with the employee's regular work hours. This provision may only be applied once in any given day (i.e. a 24 hour period).

There shall be no pyramiding or duplication of overtime.

## **5.4 PROBATIONARY PERIOD**

There shall be a six (6) month probationary period for new hires, transfers, and promoted employees.

The probationary period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. The District reserves the right to terminate the probationary employee's service on the basis of unsatisfactory performance or other reasons deemed sufficient by the District.

If an employee is unable or unwilling to perform the work, the employee shall be terminated as early as possible. Individuals shall be notified of such action in writing.

Prior to the end of the probationary period, the employee will be formally evaluated in writing. It is expected that informal evaluations will also be conducted to assess performance and to advise employees of expectations regarding performance. Significant job deficiency(ies) shall be documented in the employee's personnel file. These evaluations provide the necessary justification for retention of the person at the conclusion of the probationary period.

Under unusual circumstances, determined in the discretion of the Director, the probationary period may be extended. Extension may occur only after an evaluation of the employee's abilities and demonstrated potential.

If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, shall not be considered as time worked for purposes of completing the probationary period.

### **5.5 PERFORMANCE APPRAISAL**

The Director shall prepare performance evaluations annually of all employees.

The purpose of the performance appraisal is twofold: (1) to account for the past; and (2) to improve future performance. It also serves as a mechanism for getting employees to contribute to management development; assists employees in understanding their responsibilities and management's expectations; provides for periodic feedback; and can be used to develop necessary documentation for career planning.

### **5.6 PERSONNEL RECORDS**

The Director is responsible for establishing and maintaining a personnel file for each employee.

In order to help ensure accuracy and completeness, each employee is obligated to notify the Director of any changes in information such as home address, contact information, marital status, number of dependents, etc., contained in his/her personnel file. Only the Director may remove items from the respective files.

The Director shall treat as confidential all employee information, except as requested to verify information relating to job title, base salary, and dates of employment or release of other information as authorized by the employee or as required under the law.

Upon request to the Director, employees shall have the right to inspect and/or copy their personnel file in accordance with the law.

### **5.7 DATE OF HIRE/ANNIVERSARY DATE**

A regular employee returning from a leave of absence without pay shall have his/her anniversary date extended by the same length of time the employee was on leave without pay.

An employee reinstated to the same position or a position in the same class following layoff from the District shall have his/her anniversary period extended by the same length of time as the duration of the layoff.

There shall be no change in the employee's anniversary date in the following instances: reallocation of an employee's position to a new classification title when there have been no recent, abrupt and/or significant changes in assigned tasks and responsibilities; and where an employee's position classification is downgraded or upgraded in salary to reflect changes in market conditions.

## **5.8 DEMOTIONS**

An employee reassigned to a position in a lower classification regardless of the reason (disciplinary, in lieu of layoff, for reasons of disability or incapacity, etc.) shall receive a reduction in pay commensurate with the nature of the demotion.

No employee shall be demoted to a position for which he/she does not possess the minimum qualifications. An employee being demoted shall be notified at least two (2) weeks prior to demotion, except in emergency situations.

Any demotion to prevent layoffs may be reversed if the employee's previous position is reopened within one (1) year.

Persons demoted to new positions shall be subject to the standard probationary period for the new position, unless specifically waived by the Director.

## **5.9 PROMOTIONS**

Employees are encouraged to apply for any vacancy for which they may qualify.

No offer of promotion may be made to any employee prior to completion of the recruitment and selection process.

Whenever an employee is promoted to a higher position, or whenever an employee's position is upgraded, a new pay rate, commensurate with the promotion/upgrade shall be determined by the Director, with the approval of the Board.

Promotions do not change the person's date of hire. However, the anniversary date for future pay increases may be revised to coincide with the promotion date. Persons so promoted shall be subject to the standard probationary period for the new position, unless specifically waived by the Director. Those who fail the probationary period may resume appointment held prior to the promotion unless that position has been filled.

## **5.10 PAY PRACTICES**

District employees are paid on a bi-weekly basis, every other Thursday. There are twenty-six (26) pay periods in the year. If a pay day falls on a holiday, the day of pay shall be the last working day preceding the normal pay day.

## **5.11 PAYROLL DEDUCTIONS/GARNISHMENTS**

The following deductions are required by law from each employee's paycheck:

- a. Federal/State Income Tax Withholding
- b. Social Security
- c. Deductions authorized by law (i.e. garnishments)
- d. Pension deductions (if applicable)
- e. Medicare

Additional deductions which are optional and may be requested by the employee include:

- a. Charitable contributions
- b. Credit Union
- c. Deferred Compensation
- d. Holiday Club
- e. Payment of health/dental insurance premiums (if applicable)

With each paycheck, the employee receives a statement of deductions and earnings which itemizes the various deductions made, as well as appropriate cumulative totals. It is the employee's responsibility to maintain current payroll deduction information with the Director.

Any notice of garnishment shall be forwarded immediately to the Director who will forward a copy of the notice to the payroll administrator. The payroll administrator shall make the deductions from the employee's wages and a check for the garnished amount shall be written and forwarded to the Creditor as directed.

## **5.12 TIME SHEETS/PREPARATION OF PAYROLL**

Time sheets/cards are to be completed by all employees. The time sheet shall include: employee name, pay period, hours to be compensated broken down on a daily basis into hours worked, holiday, vacation, leave of absence, etc., employee signature and signature of the Director. Signatures attest to the accuracy of the information on the time sheets/cards.

Falsification of time records for payroll purposes is reason for disciplinary action, up to and including termination of employment.

## **SECTION 6 EMPLOYEE CONDUCT & DISCIPLINARY PROCEDURES**

### **6.0 SMOKING POLICY**

In response to the increasing evidence that tobacco smoke creates a danger to the health of persons who are present in a smoke-filled environment and to regulate the use of smoking materials by District employees while on duty the District is a smoke-free building. Smoking is only allowed outside of the building.

## **6.1 CONTRIBUTIONS AND HONORARIUMS**

Speeches and presentations which are related to District services delivered by District employees to community and professional organizations, whether the organization or group is inside or outside the District, are made without charge. If an organization or group wishes to give an honorarium or contribution for such speech or presentation, the remuneration must be made to the District and not to any individual employee.

## **6.2 STANDARDS OF EMPLOYEE CONDUCT**

It shall be the duty of employees to maintain high standards of cooperation, efficiency and integrity in their work with the District. If an employee's conduct falls below standard, including as set forth in the Code of Ethics attached hereto as Exhibit D, he/she may be subject to disciplinary action, up to and including termination of employment.

Misconduct for which an employee may be disciplined, up to and including termination of employment, includes, but is not limited to, the following:

- a. Reporting to work under the influence of intoxicants or non-prescription/illegal drugs, or using such substances while at work (see "Drug & Alcohol Free Workplace Policy," Appendix C).
- b. Failure to follow the orders of one's supervisor, i.e. insubordination.
- c. Being absent from work without permission or failure to report to the supervisor or Director when one is going to be absent.
- d. Being habitually absent or tardy for any reason (see "Tardiness/Absenteeism," Section 6.3).
- e. Failure to perform assigned work in an efficient or effective manner.
- f. Being wasteful of material, property or working time.
- g. Inability to get along with fellow employees so that the work being done is hindered and not up to required levels.
- h. Failure to observe property security procedures.
- i. Conduct on the job which violates the common decency or morality of the community.
- j. Commission of a felony or gross misdemeanor.
- k. Violating safety rules and regulations.
- l. Removal of District money, merchandise or property, including property in custody of the District without permission.

- m. Dishonesty, including intentionally giving false information, intentionally falsifying records, including payroll records, or making false statements when applying for employment.
- n. Being on District premises during non-working hours without permission.
- o. Divulging or misusing confidential information, including removal from District premises, without proper authorization, any employee lists, records, designs, drawings, or confidential/proprietary information of any kind.
- p. Accepting fees, gifts, or other items in return for the performance of the employee's official duties for the District.
- q. Inability or unwillingness to perform an assigned job.
- r. Abuse of sick leave privileges by reporting sick when not sick or obtaining sick leave pay falsely or under false pretenses.
- s. The use of profanity or abusive language towards a fellow employee or member of the general public while performing official duties as a District employee.
- t. Off-duty misconduct which bears a relationship to the employee's continuing ability to perform his/her work.

The above standards are not intended to interfere with or restrain protected activity or to infringe upon employees' statutory rights.

### **6.3 TARDINESS/ABSENTEEISM**

Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected as soon as reasonably possible. Failure to provide such notice shall be construed as an unexcused absence.

Notification of tardiness/absenteeism by another employee, friend, or relative is not considered proper, except in emergency situations where the employee is physically unable to provide notification. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action.

### **6.4 DISCIPLINARY ACTION/GRIEVANCES**

It shall be the policy of the District to administer discipline fairly, reasonably and with just cause. Discipline will be issued in private, between the Director, an impartial witness and the employee at issue, to the extent practical in the discretion of the Director.

District employees are expected to satisfy reasonable standards of job performance and personal and professional conduct. Failure or refusal to meet these standards shall constitute just cause for disciplinary action.

Disciplinary action is not primarily intended to be punitive, but rather to maintain the efficiency and integrity of District service and with hopes of correcting the employee's misconduct. The nature and severity of the offense and the employee's prior record shall be considered. The District will evaluate the circumstances and facts as objectively as possible, applying the degree of discipline suitable to the severity of the infraction.

Before an employee may be suspended or dismissed the Director shall provide the employee with an explanation of the charges, the discipline to be imposed, and an opportunity for the employee to present his/her side of the story (i.e. a Loudermill Hearing). If the employee is suspended or dismissed, such action shall be effective immediately, absent extenuating circumstances as determined by the Director to warrant the effective date occurring at a later date or time.

### Grievances

If an employee has a problem or complaint regarding the imposition of disciplinary action, every effort should be made to resolve the matter informally. If a satisfactory resolution cannot be reached, the following procedure shall be used:

- (1) Within ten (10) calendar days of the incident, the aggrieved employee shall submit the grievance in writing to the Director. If the Director believes it to be warranted, he/she may make adjustments to the disciplinary action imposed, including reducing or removing such disciplinary action.
- (2) If the Director is unable or unwilling to adjust the grievance he/she shall so notify the employee within five (5) calendar days or as soon thereafter as practical if additional time or information is needed to investigate the grievance. If the employee chooses to appeal the Director's decision, any appeal must be submitted in writing within five (5) calendar days to the Board Chair. If the Board Chair believes the appeal has merit, the Board will discuss the grievance with the employee and any other person(s) involved in the grievance and, if appropriate, attempt to adjust the problem within ten (10) working days. The Board will advise the employee of its decision in writing.
- (3) The decision of the Board shall be final, except as otherwise permitted by applicable law. Any grievances not submitted by the employee within any of the time frames referenced above shall be considered waived.

## **6.5 TYPES OF DISCIPLINARY ACTION**

### Verbal Warning

This type of discipline should be applied to infractions of a relatively minor degree or in situations where the employee's performance needs to be discussed.

### Written Warning

This notice shall be issued in the event the employee continues to disregard a verbal warning or if the infraction is severe enough to warrant a written reprimand in the employee's personnel file. The warning shall state the nature of the infraction in detail and what corrective action must be taken by the employee to avoid further discipline.

### Suspension

The Director may suspend an employee with or without pay for a period not to exceed five (5) working days at any one time. Such period may be extended at the discretion of the Board. The Director shall prepare a written statement specifically setting forth the reasons for such suspension and, upon request, a copy of such statement shall be furnished to the affected employee.

### Demotion

The Director may reduce the salary and/or demote an employee. A written statement of the reasons for any such action shall be furnished to the employee with a copy placed in the employee's personnel file.

### Dismissal

Based upon the severity of the offense and/or the employee's continued disregard for the disciplinary actions identified above, the Director may terminate an employee.

## **SECTION 7 EMPLOYEE BENEFITS**

### **7.0 AVAILABILITY OF BENEFITS**

Employee benefits described in this Manual are available to regular, full time employees. Employee benefits are not available to part-time or temporary employees, except as expressly stated otherwise herein or as set forth in a separate written employment agreement.

### **7.1 GROUP MEDICAL INSURANCE**

Regular full time employees shall be eligible for coverage under the District's medical plan. Eligible employees are required to pay a percentage of the premium as set forth by the Director with the approval of the Board.

Eligible employees shall be given an option once a year to decline medical coverage. Those who elect such option (i.e. decline coverage) shall be ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option not been chosen. The District shall pay such employees 50% of the cost of the employee's individual medical insurance premium in the pay period after the date pre-existing medical coverage ceases or medical coverage would have commenced. Such employee must show evidence of health coverage from another source (e.g. coverage under a spouse's plan).

The District reserves the right to change the insurance plan, including the insurance carrier, level of employee benefits and the premium percentage, at its sole discretion and without further discussion with employees.

**7.2 DENTAL INSURANCE**

Regular full time employees shall be eligible for coverage under the District’s dental plan. Eligible employees are required to pay a percentage of the premium as set forth by the Director with the approval of the Board.

The District reserves the right to change the dental plan, including the insurance carrier, level of employee benefits and the premium percentage, at its sole discretion and without further discussion with employees.

**7.3 RETIREMENT SYSTEM**

The District is a member of the Municipal Employees’ Retirement Fund (MERF). Eligible employees will contribute two and one-quarter (2 ¼) percent of salary to this plan; the District will contribute the amount legally required by the plan. The District retains the sole discretion to change or discontinue the plan at any time.

**7.4 DEFERRED COMPENSATION**

The District provides all employees the benefit of eligibility to participate in a deferred compensation plan. The plan offers payroll deduction of before tax dollars to be invested into various funds chosen by the employee. The District does not contribute to this plan. The District retains the sole discretion to change or discontinue the plan at any time.

**7.5 HOLIDAYS**

The District will follow the Holiday Schedule for the Town of Trumbull. Part-time employees receive paid holidays on a pro-rated basis (i.e. a five (5) hour per day employee will be paid five (5) hours for a paid holiday).

**7.6 VACATION TIME**

All regular full time employees shall have the following vacation schedule:

0 – 5 years of service	12 days
5 –10 years of service	17 days
10 – 15 years of service	20 days
15 or more years of service	22 days

Part-time employees receive pro-rated vacation.

Absent unusual circumstances, as determined by the Director, employees will be approved for use of vacation days where such days are requested at least two (2) weeks in advance. Vacation requests submitted less than

two (2) weeks in advance will be approved or denied in the discretion of the Director based upon the needs of the District, including employee workload and coverage.

Vacation time is accrued on a monthly basis. Employees can carry over up to one (1) week of vacation time (35 hours for full time employees or the equivalent for part time employees) into the next calendar year.

## **7.7 SICK DAYS**

Regular full time employees shall earn paid sick days at the rate of one and one-quarter (1 ¼ ) days for each month worked, up to a maximum of 15 sick days per year. One (1) sick day equals seven (7) hours. Part time employees, excluding per diem/temporary employees, receive a pro-rated amount of sick days.

Accumulated sick days may not exceed 60 days.

An employee hired after 9/11/12 will accrue sick time each month to equal ten (10) sick days per year.

For any sick leave of three (3) consecutive days or more, the employee must submit documentation by a licensed physician. Any questionable patterns in use of sick days will be addressed with the employee and may result in discipline.

In addition to the above-stated uses, employees can use up to five (5) of his/her accumulated sick days per year to help care for a family member, which shall include the employee's parent, foster parent, step-father, step-mother, child, brother, sister, grandmother, grandfather, grandchild, step-son, step-daughter, step-brother, step-sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandmother, grandfather, step-father, and step-mother.

The Board approved a buyback of sick time from Health District employees at 1/3 the value of the hours, providing that each employee willing to participate in the buyback must maintain a minimum bank of 15 sick days and will be limited to an accrual of no more than 55 days at any point in time.

Upon separation from employment, employees are entitled to payout of 1/3 of any accumulated, unused sick days to a maximum of 15 days. Any additional days are forfeited and shall not be paid out.

## **7.8 INSURANCES**

All regular full-time employees are eligible for a term life insurance policy in the amount of the employee's basic annual salary, up to a maximum of \$100,000.

All regular full-time employees are eligible for an Accidental Death and Disability insurance policy in the amount of \$30,000.

All regular full-time employees are eligible for short term and long term disability insurance.

Eligibility and benefits are subject to the terms established by the specific insurance provider. The District reserves the right to change the insurance carrier and level of benefits or to cancel any and all insurance plans in its sole discretion and without further discussion with employees.

## **7.9 CONTINUATION OF MEDICAL INSURANCE**

In accordance with state and/or federal law (the Consolidated Omnibus Budget Reconciliation Act of 1985) (“COBRA”), an employee, the employee’s spouse and/or eligible dependent(s) may continue health insurance coverage through the District’s health care plan at the District’s group rate (employee or dependent pay 100% of premium) for a specified period of months, depending on the qualifying event. Eligible employees should contact the Director to obtain detailed information regarding such coverage.

## **7.10 SOCIAL SECURITY**

All employees are automatically included as participants in the Social Security System which provides workers with certain benefits, including retirement insurance, survivor’s insurance, disability insurance and Medicare for the disabled and the aged.

The District and the employee must each pay a social security and Medicare hospital insurance tax on wages. Employee contributions stop each year once they have paid the required amount as designated by the Federal Government. The salary limit and percentage are subject to change at the beginning of each year according to Federal guidelines.

## **7.11 WORKERS’ COMPENSATION**

The District complies with the state workers’ compensation system, which provides benefits for an employee injured on the job or with an occupational illness, as defined by law. Such benefits may include payment of medical bills, physical and vocational rehabilitation, and financial compensation while the worker is disabled and unable to work, lump sum payments for particularly serious injuries such as the loss of finger, eye, foot, etc., and/or death benefits and compensation to the worker’s family.

Any employee involved in a job-related injury or an occupational illness as defined by State law must report the incident to the Director immediately.

Employees seeking further information are encouraged to contact the Director.

## **7.12 UNEMPLOYMENT COMPENSATION**

The District is a covered employer under the Unemployment Compensation law. The basic objective of the program is to provide a partial replacement of wages for employees during short periods of involuntary unemployment. The District reserves the right to make changes, such as to the insurance carrier or to become self-insured, at its sole discretion and without further discussion with employees.

## **7.13 CONFLICT WITH PLAN DOCUMENTS**

Should the description of any of the benefits provided for herein conflict with the terms of any plan documents or policy, for example from the District’s health insurance provider, the terms of such plan documents/policy shall govern.

**SECTION 8            EMPLOYEE LEAVE**

**8.0    BEREAVEMENT LEAVE**

Upon the death of a family member, a regular full time employee is entitled to an absence up to a maximum of three (3) days with pay, if needed within the work week for the purpose of attending the funeral and/or making funeral arrangements. Part time employees are entitled to a pro-rated amount. A family member for the purposes of bereavement leave shall include the employee's parent, foster parent, step-father, step-mother, spouse, child, brother, sister, grandmother, grandfather, grandchild, step-son, step-daughter, step-brother, step-sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandmother, grandfather, step-father, and step-mother. The Director may require proof to substantiate leave.

**8.1    JURY DUTY**

Employees shall be granted leave for required jury duty. Employees shall receive their normal base salary for up to five (5) days, subject to extension at the discretion of the Director. To be eligible for such compensation, the employee must submit satisfactory evidence of jury duty service to the Director. Whenever an employee is released from jury duty service before the end of the employee's regular work day, and the employee's jury duty service was less than eight (8) hours in that day, the employee shall report to work for the remainder of his/her regular work day. Employees are expected to report for a scheduled work day if jury duty service is not required on that day.

The District reserves the right to request an employee who is called for jury duty be excused if their absence would create a hardship on the operational effectiveness of the department to which he/she is assigned.

Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for such time, unless that time is taken by the employee as accrued vacation.

**8.2    MILITARY LEAVE**

Military leaves of absence are granted to employees in accordance with state and/or federal law.

In addition, where military pay (including all forms of compensation from the military) is less than an employee's normal straight-time earnings, the District shall pay the employee the difference between such military pay and his/her straight-time pay for up to two (2) weeks.

**8.3    LEAVE OF ABSENCE WITHOUT PAY**

The Director may, at his/her sole discretion, grant a leave of absence without pay to any employee for a period of not to exceed six (6) months. Such unpaid leave must be requested in writing by the employee.

**SECTION 9**            **MOTOR VEHICLE POLICIES**

**9.0**    **DRIVER'S LICENSES**

Any employee whose work requires that he/she drive District vehicles must hold a valid Connecticut State Driver's License. Any employee who does not hold a valid driver's license shall not be allowed to operate a District vehicle until such time as he/she obtains a valid license.

All new employees who are assigned work entailing the operation of a District vehicle shall be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment. Periodic checks of employees' drivers' licenses shall be made by the Director.

Any employee who performs work which requires the operation of a District vehicle must notify the Director if his/her license is expired, suspended or revoked. An employee who fails to immediately report such to the Director and continues to operate a District vehicle shall be subject to discipline, up to and including termination.

Any employee unable to perform the duties of his/her position because he/she no longer holds a valid license, may be subject to disciplinary action, including reassignment, demotion, or termination of employment.

**9.1**    **USE OF DISTRICT OWNED MOTOR VEHICLES**

Employee use of district owned motor vehicles is subject to the following conditions:

- District owned motor vehicles shall be used for official District business only.
- District owned motor vehicles shall not be taken home or overnight unless authorized by the Director.
- District owned motor vehicles shall be legally and appropriately operated and/or parked at all times. Violations issued to the driver of the vehicle shall be the responsibility of the driver, not the District.
- Seat belts shall be used by the driver and all passengers at all times when the vehicle is in motion.
- Employees with District owned motor vehicles are responsible for maintenance and general upkeep in compliance with the District maintenance schedule.

**9.2**    **PERSONAL VEHICLES**

When a District owned motor vehicle is not available, employees may use their personal vehicles on District business provided that prior approval has been obtained from the Director.

Reimbursement per mile is allowed based on current Internal Revenue Service regulations. All mileage will be based upon departure from the employee's work base.

If travel to the District office is required on a non-business day (i.e. holidays and weekends), such mileage is reimbursable.

### 9.3 COLLISION INVESTIGATIONS

If, while operating a District-owned vehicle or a privately-owned vehicle in the performance of official duties, an employee is involved in an accident resulting in personal injury or property damage, he/she shall:

- a. Request that all parties and properties concerned remain at the scene of the accident if possible until a law enforcement representative has investigated and released them;
- b. Refrain from making statements regarding the accident to anyone other than the investigating law enforcement representative, appropriate District officials and representative, and representatives of his/her own insurance company if the employee's privately-owned vehicle is involved. Statements made to investigating authorities should be confined to factual observation; and
- c. Forward a copy of all police reports and any documents/statements attached thereto to the Director.

**APPENDIX A**  
**NON-HARASSMENT POLICY**

The Trumbull Monroe Health District believes that every employee has the right to work in an environment free from intimidation and harassment because of race, color, religion, marital status, sex, sexual orientation, national origin, citizenship, ancestry, present or past history of mental disorder, mental retardation, learning disability, physical disability, age or any other basis protected by federal or state law. It is the policy of the District to maintain a working environment free from harassment, insults or intimidation. **ALL SUCH HARASSMENT IS UNLAWFUL AND IN VIOLATION OF DISTRICT POLICY.** The District will not tolerate any conduct or speech in violation of this policy.

Verbal or physical conduct by a supervisor or co-worker relating to an employee's sex which has the effect of creating an intimidating, hostile or offensive work environment, unreasonably interfering with the employee's work performance, or adversely affecting the employee's employment opportunities is prohibited.

While it is difficult to define sexual harassment precisely, it does include any unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Although not an exhaustive list, the following are examples of the type of conduct prohibited by the policy against sexual harassment:

1. Unwelcome sexual relations with a co-worker or supervisor;
2. Unwelcome attention of a sexual nature such as degrading comments, propositions, jokes, tricks or noises;
3. Intentional physical conduct which is sexual in nature, such as patting, pinching, brushing against another's body, etc.
4. Sexual displays, publications or other materials on District property.
5. The threat or suggestion that continued employment advancement, assignment or earnings depend on whether or not the employee will submit to or tolerate harassment.

It is not the District's intention to regulate social relationships that are freely entered into by employees. However, it is our intent to develop and maintain a workplace free of harassment and intimidation. We expect the full support and cooperation of every employee to achieve this goal.

**OTHER WORKPLACE HARASSMENT DEFINED**

This Policy is equally applicable to verbal or physical conduct or written comments directed at individuals because of their race, color, religion, gender, national origin, ancestry, age, veteran status, marital status,

disability, sexual orientation or any other protected characteristic with the purpose or effect of creating an intimidating, hostile or offensive work environment.

Prohibited harassment includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes, comments, or slurs;
2. Visual conduct such as derogatory posters, photography, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching, or blocking normal movement or interfering with work;
4. Retaliation for having reported or threatened to report harassment.

### **FILING AND INVESTIGATION OF COMPLAINTS OF SEXUAL AND OTHER HARASSMENT**

Any employee who 1) observes sexually harassing or other harassing conduct by managers, coworkers or third parties; 2) believes that he or she has been the object of sexual or other workplace harassment by a manager, coworker, or third parties; or 3) believes that he or she has been the object of unlawful discrimination must report the incident immediately to their supervisor. If the employee does not feel comfortable addressing the issue with their supervisor, the employee should contact the Director of Health. If the complaint is not resolved to the satisfaction of the employee by the Director of Health, he or she should contact the Board Chair. An employee may bypass any step in the procedure which requires discussions between the employee and the individual accused of harassment.

Employees are encouraged to put their complaint in writing and should include details of the incident(s), names of the individual(s) involved, and name(s) of any witnesses. It is expected that the employee asserting the complaint will fully cooperate in any resulting investigation and related activities and refrain from discussing the matter with coworkers unnecessarily. The District will investigate the complaint immediately and make every effort to ensure that the matter is resolved quickly and appropriately and kept confidential to the extent possible.

If the District determines that a violation of its harassment policy has occurred, prompt and appropriate remedial action will be taken. Any employee determined by the District to have violated policy will be subject to appropriate disciplinary action, up to and including termination of employment.

### **NO RETALIATION**

Retaliatory action against an individual who files a complaint in good faith will not be tolerated and may subject an offending employee to disciplinary action, up to and including termination of employment.

However, the District also recognizes that false accusations of harassment or their unlawful conduct can be damaging to an accused employee and disruptive to our agency's operations; knowingly making false accusations may constitute misconduct for which disciplinary action may be imposed.

## **APPENDIX B**

### **WORKPLACE VIOLENCE POLICY**

It is the Trumbull Monroe Health District's policy to promote a safe working environment for its employees. The District recognizes that violence is a growing problem in the workplace and is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation and other disruptive behavior. While this kind of conduct is not pervasive in the District, no employer is immune.

Violence, threats of violence, intimidation and other disruptive behavior in the work place will not be tolerated; that means, all reports of incidents will be taken seriously and will be investigated. Such behavior can include oral or written statements, gestures, or expressions that cause or threaten physical harm or bodily injury to any employee of the District or the public. Such behavior is unacceptable and individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, criminal penalties or both. For purposes of this Policy, prohibited conduct includes, but is not limited to, the following behaviors while at the workplace, on District property, or while conducting District business:

- Direct or indirect (veiled) threats, acts or gestures of violence or harm;
- Intimidating, belligerent, incendiary, disrespectful, harassing, bullying or other inappropriate or aggressive behavior and language;
- Unauthorized possession or use of firearms, weapons, or any other dangerous or hazardous devices or substances;
- Making inappropriate references to firearms, weapons, or any other dangerous or hazardous devices or substances;
- Physical assault or battery, actual or attempted, such as hitting or shoving an individual;
- Aggressive or unwanted contact, including horseplay;
- Threatening to harm an individual or his/her family, friends or associates, or their property;
- The intentional destruction or threat of destruction of property owned, operated, or controlled by the District;
- Making harassing or threatening telephone calls, letters, or other forms of electronic or written communications (voice mail, e-mail, etc.);
- Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the District; and
- Harassing surveillance (i.e. "stalking") and/or the willful, malicious, and repeated following of another person in reasonable fear of his/her safety.

In accordance with this policy, except as required as a condition of employment, no employee shall bring to any District worksite any weapon or dangerous instrument (pen knives or other knives or cutting tools used for work but not issued by the District must be approved by the Director). A weapon includes, but is not limited to, a firearm, including a BB gun, whether loaded or unloaded, any knife or switch blade with or without an automatic spring release device, a stiletto, a martial arts weapon or a taser. A dangerous instrument includes, but is not limited to, any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury.

The District is committed to a policy of zero tolerance for incidents of workplace violence. Therefore, any employee found engaging in any such conduct or actual possession of any weapon or dangerous instrument at

any District worksite will be subject to discipline up to and including termination of employment.

We need your cooperation to implement this policy effectively and maintain a safe working environment. Do not ignore violent, threatening, harassing and intimidating or other disruptive behavior. If you observe or experience such behavior by anyone in the District, whether he or she is a District employee or not, report it immediately to a supervisor or manager. Supervisors who receive such reports should seek advice from the Health Director regarding investigating the incident and the appropriate action to take. There will be no retaliation of any type against any employee who makes an honest report under this Policy. This Policy does not restrict employees' statutory rights.

In an emergency or if circumstances require immediate attention, employees should not hesitate to contact the police by calling 911. Do not approach someone with a weapon; speak calmly and try to get away from the situation and call 911 immediately.

Employees are encouraged to access the District's Employee Assistance Program ("EAP") in accordance with the conditions under which it operates. By working with employees with personal problems, the EAP may assist in addressing potential violence before it occurs. If you would like more information on accessing the EAP, or have any questions about this policy, please contact the Director of Health. EAP can be directly accessed by calling 1-800-526-3485 or by going online at [www.solutions-eap.com](http://www.solutions-eap.com)

**APPENDIX C**  
**DRUG & ALCOHOL FREE WORKPLACE POLICY**

**Purpose:** To comply with the requirements of the Federal Drug Free Workplace Act of 1988 (the “Act”) and to establish a safe and healthy workplace that is drug and alcohol free. This policy serves as notification to all employees of the requirements of the Act and the District’s ongoing, good-faith efforts to maintain a drug and alcohol free workplace.

**Definitions:** “Controlled Substances” includes, but is not limited to, any narcotic drug, hallucinogenic substance, amphetamine, and marijuana among many others commonly thought of as illegal drugs, as well as certain medications if not taken under a physician’s prescription or according to a physician’s orders. Controlled substances are specifically defined in federal law, Schedules I – V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812) and 21 C.F.R. §§ 1300.11 – 1300.15.

1. Application

Any individual who is employed by, who conducts business for the District or on the District’s property, or is applying for a position with the District, must abide by this Policy. A copy of this Policy shall be provided to every employee, as well as posted on the Employee Bulletin Board.

2. Policy Statement

The unlawful manufacture, distribution, dispensing, possession (whether physical or in a district vehicle, desk, etc.), or use of a controlled substance, whether the employee is on or off duty, in District workplaces, vehicles and district-owned property/residences, or at all times while conducting District business, is strictly prohibited. It is prohibited for any employee to be under the influence of a controlled substance, including alcohol and prescription drugs used inappropriately or not prescribed for him/her by a physician, while on the job or in the workplace. All employees are expected and required to report to work on time and in appropriate mental and physical condition for work and to uphold the District’s regard or reputation in the community. Violations of this policy will result in disciplinary action, up to and including termination, and/or completion of a drug abuse assistance or rehabilitation program. Violations may also have criminal consequences.

The District reserves the right to have employees tested, screened and/or searched on District property for drug and alcohol use/possession, as it deems necessary and as in compliance with any existing laws.

3. Notification Requirements

As mandated by the Act, employees, as a condition of employment, must abide by this policy and must report any conviction under a criminal drug statute. **This report must be made in writing within five (5) days after the conviction to the employee's supervisor and/or the Director of Health.**

Within 10 days of receipt of a report of a conviction, the Substance Abuse Coordinator designated by the District must notify any applicable federal granting/contracting agency of the violation. Such notice must include the convicted employee's position/title and the applicable grant or contract identification number.

4. Penalties for Violations

Employees who violate this Policy will be subject to discipline up to and including termination of employment, as prescribed by the District's personnel manual and may be referred to a drug abuse assistance or rehabilitation program. Any individual referred to such program is required to demonstrate satisfactory participation in such program.

The Act requires that appropriate personnel actions must be taken within 30 days of receipt of a report of a conviction.

An employee undergoing prescribed medical treatment which may alter their physical and/or mental ability must report this treatment to the Director. The Director will determine whether a temporary change in the employee's job assignment is warranted during the period of treatment.

5. Awareness Program/ Treatment Services

The District, in compliance with the Act and with the goal of maintaining a drug free environment, has established the following Drug Free Awareness Program to help make employees aware of the dangers of drug abuse and the available counseling, rehabilitation, and employee assistance programs.

- a. Employees needing help in dealing with drug and/or alcohol dependency are encouraged to use the Employee Assistance Program (EAP) and health insurance plans, as appropriate. EAP can be contacted by calling 1-800-526-3485 or online at [www.solutions-eap.com](http://www.solutions-eap.com)
- b. Employees are encouraged to contact the Director of Health for more information on available programs and to obtain contact information for current providers.
- c. The District will provide on-going training and education for all employees through its current EAP program. Such training and education will include information about this Policy, the consequences of violation the Policy, and available drug counseling and employee assistance programs.
- d. It is required that employees be given a copy of this Policy and be kept informed of any further steps in our Awareness Program, including information on rehabilitation programs.

**APPENDIX D**  
**CODE OF ETHICS FOR DIRECTORS AND EMPLOYEES**

**Section 1-1 – Declaration of Policy**

The proper operation of a health district requires that the Board of Directors and employees be independent, impartial, and responsible to the people; that the decisions and policy be made in the proper channels of the District's structure; and that the public have confidence in the integrity of its health district. In recognition of these goals, there is hereby established a code of ethics for Directors and employees.

**Section 1-2 – Responsibilities**

Board of Directors and employees are bound to uphold the Constitution of the United States and Constitution of the State of Connecticut, and to carry out impartially the laws of the Nation, State, District, and Towns and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully their duties, regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

**Section 1-3 – Dedication to Service**

All Board Director and employees of the District should be loyal to the objectives of the District and the programs developed to attain those objectives.

**Section 1-4 – Administration**

Board of Directors and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by the officially recognized confidentiality of their work.

**Section 1-5 – Fair and Equal Treatment**

- a. *Use of Public Property* – No Board Director or employee shall request or permit the use of District-owned equipment, materials or property for personal convenience or profit except when such services are available to the public generally or are provided as District policy for the use of such official or employee in the conduct of their official business.
- b. *Obligations to Citizens* – No Board Director or employee shall grant special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

**Section 1-6 – Conflict of Interest**

No Board Director or employee shall engage in any business of transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties in the public interest or would tend to impair his independence of judgment or action in the performance of his official duties. Personal, as distinguished from financial, interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of Board Directors and employees:

- a. *Incompatible Employment* – No Board Director or employee shall engage in or accept private employment or render services for private interest when such employment or services is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties.
- b. *Disclosure of Confidential Information* – No Board Director or employee shall, not without proper authorization, disclose confidential information concerning the property of affairs of the District, nor shall he use such information to advance the financial or other private interest of himself or others.
- c. *Gifts and Favors* – No Board Director or employee shall accept any gift, either in the form of service, loan, thing or promise, from any person who to his knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the District; nor shall any such official or employee (1) accept any gift, favor or thing of value that may tend to influence him in the discharge of his duties; or (2) grant in the discharge of his duties any improper favor, service or thing of value.
- d. *Advice and Recommendations* – No Board Director or employee shall offer advice or make recommendations to the public, which would compromise the equal opportunities of others or cause harm. Such advice or recommendations include, but are not limited to, choice of time or location of a planned event, choice of a professional or commercial supplier of goods or services, such as a physician or retail establishment, and product choices.

#### **Section 1-7 – Violations**

Violations of any provisions of this article should raise conscientious questions for the Board of Directors or employee concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the Health District. Violation by employees constitutes a cause for suspension, discharge, or other disciplinary action.

*Approved by the Trumbull Monroe Health District Board of Directors on May 9, 2006.*

**APPENDIX E**  
**INTERNET, COMPUTER, E-MAIL AND TELEPHONE USAGE**

Electronic resources are important communication tools and this Policy has been established to help ensure responsible and productive usage. An employee's use of the internet, computer, e-mail, and any other electronic resources constitutes the employee's agreement to abide by the Policy set forth below or as may be modified in the future at the District's sole discretion.

Employees, independent contractors, and consultants ("Users") may be provided with access to the District's electronic resources to assist them in the performance of their jobs. It is imperative that, while using the District's electronic resources, all Users conduct themselves in a responsible manner consistent with this Policy and related policies and practices of the District. When used in this Policy, the term "electronic resources" includes, but is not limited to, the District's telephone system(s), District owned cellular phones, and entire computer network, including the District's computer system, file servers, applications servers, communications servers, e-mail servers, voice mail, fax servers, web servers, work stations, stand alone computers, laptops, software, data files and all internal and external computer and communications networks that may be accessed directly or indirectly from the District's computer network.

Employees who violate this Policy may be subject to discipline, up to and including termination of employment. Anyone who observes violations of this Policy shall notify the Director of Health of such violation.

**Ownership of Electronic Resources**

All computer resources, equipment, services and technology are the property of the Trumbull-Monroe Health District and may only be used for approved, legal purposes. All Users are permitted access to assist them in the performance of their jobs. Use of computer resources is a privilege that may be revoked at any time, in whole or in part, at the sole discretion of the District.

**No Expectation of Privacy**

Users should never consider electronic communication via the computer resources covered herein to be either private or secure. E-mail can be stored indefinitely on any number of computers. Copies of a user's messages may be forwarded to others either electronically or on paper. In addition, e-mail sent to non-existent or incorrect user names may be delivered to unintended recipients. Certain electronic communications may be subject to Freedom of Information requirements.

The District has the right, but not the duty, to monitor any and all aspects of its computer system. Users understand that the District may use manual or automated means to monitor use of its computer resources. Such monitoring may include, but is not limited to, monitoring sites visited by Users on the internet, monitoring chat groups and news groups, reviewing material downloaded by Users to the internet, and reviewing e-mails sent and received by Users. All electronic data and information, whether composed, received or sent by the User is property of the District and may be disclosed for any purpose without notice to or permission of the User. Users should always ensure that electronic message and other data and information is accurate, appropriate, ethical and lawful.

Some Users have been provided passwords for the use of the District's computer resources. Use of passwords to gain access to the computer system or to encode particular files or messages does not imply that the Users have an expectation of privacy in such access or materials. Passwords must be disclosed to the District upon request.

### **Quality of Communications**

Users must make each electronic communication truthful and accurate. They must use the same care in drafting e-mail and other electronic documents as they would for any other written communication. Users must keep in mind that anything created or stored in the computer system may, and likely will, be treated as public records subject to review by others, including members of the public.

Information published or otherwise distributed electronically is subject to the same laws, policies, regulations and procedures regarding the distribution and retention of Town records, including, but not limited to regulation of records of retention, public requests for information and distribution of information to the public.

The District's policies prohibiting harassment apply to the use of the District's electronic communications, including the internet and e-mail system. Harassing, offensive and/or disruptive messages, materials, images, cartoons or jokes regarding race, gender, age, sexual orientation, national origin, disability, religious or political beliefs or any other protected class are strictly prohibited. Other prohibited uses include, but are not limited to, posting, sending or receiving obscene, pornographic, sexually explicit, or offensive material, destructive programs such as viruses, harassing, intimidating or defaming material, proprietary information such as copyrighted materials and trade secrets without prior authorization; or any illegal purposes.

### **Telephones/Cellular Phones**

Telephones are for business calls and should not be used for personal calls, except as held to a minimum number and time limit that does not interfere with the individual's work and the District's business. If a toll call is placed, the call must be billed to the individual's personal number and it is his/her responsibility to ensure that no cost to the District results.

The District may provide cellular telephones to some employees as a business tool. They are provided to assist employees in communicating with other employees, management, clients, and others with whom they may conduct business.

The use of personal cell phones and other electronic devices such as pagers is restricted to break time and in designated areas.

A copy of this Policy shall be provided to every employee, as well as posted on the Employees Bulletin Board.

## **APPENDIX F** **DRESS CODE POLICY**

### **Purpose**

To establish consistent, non-discriminatory guidelines related to personal appearance and appropriate attire for District employees.

The District requires employees to represent the District to the public in a manner which shall be courteous, efficient and helpful. District employees should always be well-groomed and dressed in a manner suitable for the public service environment and to reflect favorably the District's image, as provided herein.

### **Acceptable Attire**

A neat, professional appearance is expected of all District employees. Generally, subject to the demands of the particular position at a given time, the District promotes casual business attire, which means clothing that allows employees to feel comfortable at work, yet is appropriate for an office environment. Casual business attire includes: slacks, khakis, jeans that are neat and without tears or holes; sports shirts, skirts, dresses, and walking shorts; turtlenecks and other sweaters; and loafers and tennis shoes. Appearance and clothes must be neat and clean. On regular work days (i.e. not a "casual day," as addressed below) jeans and tennis shoes may only be worn by field staff. It is expected that all employees will exercise good judgment and dress appropriately for their jobs.

### **Factors to Consider**

When determining appropriate dress for employees, the following factors should be considered:

- What is the nature of their work?
- What is the nature of their public contact, if any, and the normal expectation of outside parties with whom they work?
- What are the safety considerations of their work environment? Employees are required to wear proper safety equipment at all times, with no exceptions.
- Does their appearance reflect an image of professionalism and the District's concern for delivering quality services to the public?
- Is their appearance distracting or disrespectful of other employees?
- Is their appearance consistent with that expected of employees in similar work environments?
- Is there any gear, uniform etc. required to be worn by the District?

### **Unacceptable Attire**

Unacceptable clothing includes, but is not limited to: t-shirts, sweatpants, sweatshirts, or workout attire; cutoffs and beach clothes; halter or tank tops; dresses, skirts, or shorts that are excessively short; sheer clothing or clothing that otherwise is revealing, distracting, or provocative; clothing with any writing, pictures or logos that are considered vulgar, obscene, derogatory, insulting or otherwise disrespectful to members of a diverse workforce; and beach attire such as flip-flops.

### **Grooming**

Hairstyles, make-up, and the grooming of beards and mustaches are left to the employees' discretion; however, employees always should maintain a clean and neat appearance. Jewelry, accessories and the like must remain businesslike and should not interfere with an employees' work.

### **Casual Day**

At the discretion of the District, Friday may be designated as "casual day." On those days, subject to the work requirements of each employee, employees may dress in comfortable, casual attire, as long as it is neat, clean, in good taste, and projects a positive image of the District. All staff may wear jeans and tennis shoes on casual day. Employees must still consult the above "factors to consider" in determining appropriate dress; casual day does not authorize employees to wear unacceptable attire as described above under any circumstances.

### **Enforcement**

The Director shall discuss the subject of personal appearance with the employee if it is felt the employee's appearance does not positively reflect the image of the District. If, after such discussion, the employee continues to maintain an appearance that does not positively reflect the image of the District, the employee may be subject to disciplinary action in accordance with the District's disciplinary procedures.

Employees who feel they may need a religious or other accommodation should contact the Director.

Please remember that this policy provides a guideline for proper dress. Employees are expected to consult the Director in advance as to any questions concerning the appropriateness of specific appearance or attire.

**Acknowledgment of Receipt of Personnel Procedures Manual**

I acknowledge that I have received a copy of the Trumbull Monroe Health District's Personnel Procedures Manual on the date listed below and I understand that it contains important information on the District's personnel policies and on my obligations and privileges as an employee. I understand that I am expected to read and familiarize myself with the Manual. I further understand that nothing in this Manual constitutes a contract or promise of continued employment with the District and that the District has the sole authority to change the policies and procedures in this Manual at any time as it deems appropriate.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee's Name – Printed

\_\_\_\_\_  
Date

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NOV 12 2014

Jewel Mullen, M.D., M.P.H., M.P.A.  
Commissioner



Dannel P. Malloy  
Governor  
Nancy Wyman  
Lt. Governor

November 7, 2014

Patricia Sulik, MPH, RS  
Director of Health  
Trumbull-Monroe Health District  
2 Corporate Drive, Suite 116  
Trumbull, CT 06611

RE: SFY 2015 Lead Poisoning Prevention Financial Assistance Application for the period July 1, 2014  
– June 30, 2015

Dear Ms. Sulik,

Thank you for submitting your agency's SFY 2015 Lead Poisoning Prevention (LPP) Financial Assistance application. The application has been reviewed and approved by Krista Veneziano, Lead Poisoning Prevention Program Coordinator. Attached is a copy of the approved application for your information and use when reporting expenses at the end of the 2014/2015 funding period.

If you have questions regarding payment, please contact me at (860) 509-7710. If you have programmatic questions, contact Krista Veneziano at (860) 509-7677.

Sincerely,

A handwritten signature in black ink that reads "Lynne Tinyszyn".

Lynne Tinyszyn, MS #12RSV  
Regulatory Services Branch  
Administration

cc: K. Veneziano

Phone: (860) 509-8000 • Fax: (860) 509-7184 • VP: (860) 899-1611  
410 Capitol Avenue, P.O. Box 340308  
Hartford, Connecticut 06134-0308  
[www.ct.gov/dph](http://www.ct.gov/dph)

*Affirmative Action/Equal Opportunity Employer*

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.  
Commissioner



Dannel P. Malloy  
Governor  
Nancy Wyman  
Lt. Governor

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APPLICATION FOR: SFY 2015 LEAD POISONING PREVENTION FINANCIAL ASSISTANCE

Trumbull-Monroe Health District  
2 Corporate Drive, Suite 116  
Trumbull, CT 06611

**Lead Poisoning Prevention Allocation: \$4,465.00**

This application certifies that the Trumbull-Monroe Health District is in compliance with CGS Section 19a-111j regarding Financial Assistance to Local Health Departments for Lead Poisoning Prevention as well as the applicable provisions of sections 19a-110, 19a-111a, 19a-206, 47a-52 and 47a-54f, and agrees to carry out the following activities:

1. Provide case management and environmental health services that shall include medical, behavioral, epidemiological and environmental intervention strategies for each child having:
  - one venous blood lead level that is equal to, or greater than, twenty micrograms of lead per deciliter of blood or
  - two venous blood lead levels, collected from samples taken not less than three months apart, that are equal to, or greater than, fifteen micrograms of lead per deciliter of blood but less than twenty micrograms of lead per deciliter of blood.

A local health department shall initiate case management services for such child not later than five business days after the local health department receives the test results that the child has a blood lead level as described in this paragraph.

2. Provide lead poisoning educational services that shall include the distribution of educational materials concerning lead poisoning prevention, proper nutrition for good health, the potential eligibility for services for children from birth to three years of age, and laws and regulations concerning lead abatement to the parent and legal guardian for each child with a:
  - venous blood lead level equal to, or greater than, five micrograms of lead per deciliter ( $\mu\text{g}/\text{dL}$ ) of blood, and
  - capillary blood lead screening test results of  $10\mu\text{g}/\text{dL}$  or more.

Phone: (860) 509-8000 • Fax: (860) 509-7184 • VP: (860) 899-1611  
410 Capitol Avenue, P.O. Box 340308  
Hartford, Connecticut 06134-0308  
[www.ct.gov/dph](http://www.ct.gov/dph)

*Affirmative Action/Equal Opportunity Employer*

3. Participate in the CT Department of Public Health lead surveillance system for the collection, tabulation, analysis and reporting of lead poisoning prevention and control statistics (a.k.a., Maven – Lead module). Such activities shall include acknowledging cases, generating retest reminder letters, entering epidemiological investigation findings, entering environmental data, generating the Lead Inspection and Testing Summary Form, and generating orders for lead abatement.
4. Provide education and outreach to medical providers within your geographical jurisdiction on their increased active role in the prevention of lead poisoning of their patients (DPH letter dated April 12, 2013). Such activities shall include providing the medical practices with a hardcopy of the two fact sheets for distribution to their patients, instructions on where they can find the fact sheets on the DPH website ([www.ct.gov/dph/lead](http://www.ct.gov/dph/lead), Resources under the Medical Providers heading), the DPH's *Requirements and Guidance for Childhood Lead Screening by Health Care Professionals in Connecticut*, and assurance that all patients will be tested according to the State Requirements.
5. Submit, not later than September 30, annually, to the Department of Public Health a report concerning the local health department's lead poisoning and prevention control program. Such report shall contain: (1) A proposed budget for the expenditure of program funds for the new fiscal year; (2) a summary of planned program activities for the new fiscal year; (3) a signed and completed expenditure report for the previous fiscal year, and (4) a narrative summary of your program's activities completed during the previous fiscal year.
6. The information provided on behalf of the health department in this application and attachments is true and correct.

Name of Individual  
Completing the Application:

Patricia A. Sulik-Director of Health

(Please print or type name and title)

Signature: Patricia A. Sulik

Date: 9/20/14

Director of Health:

Patricia A. Sulik-Director of Health

(Please print or type name)

Signature: Patricia A. Sulik

Date: 9/20/14

Chief Elected Official (for  
Full Time Health Dept.) or  
Board Chairman (for Health  
District):

Raymond Knapp

(Please print or type)

Signature: Raymond Knapp

Date: 9/23/14

**BUDGET FOR:  
 LEAD POISONING PREVENTION  
 July 1, 2014 – June 30, 2015**

Category	Amount
1) Salary/Wages*	
2) Fringe Benefits*	
3) Travel per mile X miles	
4) Training	
5) Educational Materials	500.00
6) Office Supplies	200.00
7) Medical Materials	
8) Contractual (Subcontracts)**	1,350.00
9) Telephone	
10) Advertising	
11) Other Expenses (List Below)	
a) Program Incentives	1,415.00
b) Television and install for educational messages	1,000.00
c)	
12) Administrative and General Costs***	
Total DPH Grant	4,465.00

\*Complete Salary/Fringe Position Schedule. In addition, Fringe Benefits must be itemized on the Budget Justification Schedule.

\*\*Complete Subcontractor Budget Detail Sheet.

\*\*\*Submit the municipality/health district's Cost Allocation Plan (CAP) with this application if you are requesting A&G Costs. A&G Costs will not be allowed without a copy of the CAP.

**BUDGET JUSTIFICATION**

Provide a budget justification for each line in your budget, describing how your department/district intends to use LPP funds.

**NEW:** Fringe Benefits must be itemized on the Budget Justification Schedule. That justification shall include a breakdown of the overall composition of the Fringe Benefit Cost Pool and indicate either percentage or actual amount that each component comprises of the total Fringe Benefit amount being requested.

BUDGET LINE ITEM	JUSTIFICATION
5. Educational Materials \$500.00	Purchase and/or make copies of fact sheets, brochures, guidelines for medical providers, nutritional information, etc.
6. Office Supplies \$200.00	Purchase paper, envelopes, toner, stamps, etc. for mailings
8. Contractual \$1,350	The subcontractor will coordinate the outreach program and work with Public Health Nurse to provide materials to medical providers in the community.
11a. Other Expenses (Incentives) \$1,415.00	Purchase incentives/giveaways for hardware stores, contractors, medical providers, etc. Incentives may include buckets, sponges, gloves, lunch sacks and non-perishable nutritious foods.
11b. Other Expenses (Television) \$1,000.00	Purchase and install television in reception area to run lead safety and lead poisoning prevention videos.

Use additional sheets as necessary.

**Subcontractor Budget Detail:** Provide the detail for each subcontractor listed in the Budget (just as for the primary contract budget). If it is not known who the subcontractor will be, an estimated amount and whatever budget detail is anticipated should be provided.

Subcontractor Name: Susan M. Jacozzi, MPH, CHES

Address: 141 Brushy Hill Road, Newtown, CT 06470

Telephone: 203.258.4547

Select One:    A  Budget Basis    B  Fee-for-Service    C  Hourly Rate

Indicate One:         MBE                     WBE                     Neither

Line Item	Amount
Health Educator 45.00 per hour x 30 hours	
	1,350.00
Total Subcontract Amount:	1,350.00

Subcontractor Name:

Address:

Telephone: (    ) (    -    )

Select One:    A  Budget Basis    B  Fee-for-Service    C  Hourly Rate

Indicate One:         MBE                     WBE                    x        Neither

Line Item	Amount
Total Subcontract Amount:	

## Summary of Planned Program Activities

The Trumbull Monroe Health District (TMHD) will provide a variety of lead poisoning prevention education activities and outreach activities during the 2014-2015 fiscal year. TMHD will reach out to medical providers in the towns of Trumbull and Monroe in an effort to increase their active role in the prevention of lead poisoning of their patients. The public health nurse will send a mailing to medical providers in the fall/winter which will include a hard copy of the two DPH fact sheets for distribution to their patients, instructions on where they can find the facts sheets on the DPH website, and the DPH's *Requirements and Guidance for Childhood Lead Screening by Health Care Professionals in Connecticut*. The public health nurse will follow up with all medical providers within two weeks of the mailing. In conjunction, the Health District's nursing suite and reception area will be stocked with the lead poisoning educational materials and fact sheets. A link for all materials will be available on the TMHD website.

TMHD will conduct an educational campaign in October, during Lead Poisoning Prevention Week. For this very popular program, the subcontractor will once again work with the three (3) local hardware stores in the community to partner to increase awareness of childhood lead poisoning. TMHD will provide stores with educational brochures and promotional items, such as buckets, sponges, gloves, lead safety coloring books and crayons in addition to lunch sacks and non-perishable food items to increase awareness of the nutritional component of lead poisoning prevention.

TMHD will make educational materials available to the Building Departments of both member towns to make the information available to contractors and residents applying for Building Permits. The subcontractor will also approach library staff in the member towns to create a display highlighting books and materials relating to lead poisoning prevention during the month of October. Materials will be distributed to local realty agencies. In addition, as is our practice in October and periodically throughout the year, TMHD will place an educational display board in the main lobby highlighting lead safety.

TMHD intends to purchase and install a television for the front lobby area to play lead safety videos throughout the year. Lead Safety PSA's from CDC will be played on a loop. PSA's include "Henry and Fred learn about lead" and "Lead Report". Throughout these activities and outreach efforts we are confident we can raise awareness of lead poisoning prevention in our community.



Department of Public Health  
Contracts & Grants Management Section  
PO Box 340308, 410 Capitol Ave.  
Hartford, CT 06134-0308  
Telephone: (860) 509-7704 FAX: (860) 509-8210

July 8, 2014

Patricia Sulik, Director of Health  
Trumbull - Monroe Health District  
2 Corporate Drive, Suite 116  
Trumbull, CT 06611

Re: DPH Contract Log #2012-1154-2  
Contract for: Public Health Emergency Preparedness  
Contract Period: August 10, 2011 - June 30, 2015  
Amended Award Maximum: \$131,320.00

Dear Ms. Sulik:

Enclosed is a copy of the fully executed Contract Amendment listed above. Please forward copies of the fully executed Contract to the appropriate financial and programmatic staff in your agency. If you have contract questions regarding this Amendment please contact me at (860) 509-7704. Programmatic questions should be directed to Sue Walden at (860) 509-7813.

Sincerely,

A handwritten signature in cursive script that reads "Anthony Nwankwo".

Anthony Nwankwo

cc: Sue Walden

**PERSONAL SERVICE AGREEMENT**

CO-802A REV.2/2000 (electronic version)  
PRINT OR TYPE

STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER  
CENTRAL ACCOUNTS PAYABLE DIVISION

- The State Agency And The Contractor As Listed Below Hereby Enter Into An Agreement Subject to the terms and conditions stated herein and/or Attached hereto and Subject to the Provisions of Section 4-98 of the Connecticut General Statutes as Applicable
- Acceptance of this Contract implies Conformance with Terms and Conditions, as attached hereto and incorporated by reference.

DPH Log #2012-1154-2

		(1) <input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment		(2) Identification No P.S.				
<b>CONTRACTOR</b>		(3) Contractor Name Trumbull - Monroe Health District		(4) Are you Presently a State Employee <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
		Address 2 Corporate Drive, Suite 116, Trumbull, CT 06611		Contractor FEIN/SSN 000-00-0420				
<b>STATE AGENCY</b>		(6) Agency Name And Address State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308		(6) AGENCY NO. 48500				
<b>CONTRACT PERIOD</b>		(7) DATE (FROM) 8/10/2011	THROUGH (TO) 6/30/2015	(8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither				
<b>CANCELLATION CLAUSE</b>		THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)			(9) Required No. of days written notice: 30			
<b>COMPLETE DESCRIPTION OF SERVICE</b>		(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) A. Contract Log #2012-1154 is amended as follows: (Continued on Page 2)						
<b>COST AND SCHEDULE OF PAYMENTS</b>		(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be made according to the schedule in Section 8. of this Amendment. The total funding added by this contract Amendment shall not exceed \$32,830. The total amount of the amended Contract shall not exceed \$131,320.						
(12) Act CD	(13) Doc Typ	(14) Comm Typ	(15) LSE Typ	(16) Org Agcy 48500	(17) Doc No.	(18) Commit Agency 48500	(19) Commit Num	(20) FEIN/SSN 000-00-0420
(21) COMMITTED AMOUNT \$			(22) OBLIGATED AMOUNT \$32,830			(23) CONTRACT PERIOD (from/to) 8/10/2011   6/30/2015		
<b>REQUIRED</b>								<b>OPT</b>
(24) Amount	(26) FUND	(26) Department	(27) SID	(28) Program	(29) Account	(30) Project	(31) Budget Ref	(32) CFDA
\$32,830	12060	DPH48557	22333	42008	55050	DPH22333PHP;2015		93.069
An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.								
<b>ACCEPTANCES AND APPROVALS</b>				(33) STATUTORY AUTHORITY: 4-8, 19a-2a, <b>The Contractor herein IS NOT a Business Associate under HIPAA:</b>				
(34) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) <i>Patricia Sulik</i> Patricia Sulik				TITLE Director of Health			DATE 6/24/14	
(35) AGENCY (AUTHORIZED OFFICIAL) <i>Lisa A. Davis</i> Lisa A. Davis, MBA, BSN, RN				TITLE Deputy Commissioner			DATE 6/28/14	
(36) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.				TITLE			DATE	
(37) ATTORNEY GENERAL (APPROVED AS TO FORM AND LEGAL SUFFICIENCY)							DATE	

## TERMS/CONDITIONS

### EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part of consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Sixteen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This Contract is subject to Executive Order No. 7C of Governor M. Jodi Reil, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that: a. The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: 1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or 2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. b. For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title. c. Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

### NON-DISCRIMINATION

(a) For purposes of this Section, the following terms are defined as follows:

- (i) "Commission" means the Commission on Human Rights and Opportunities;
- (ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-60e and 46a-60f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-60e and 46a-60f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**INSURANCE** Before commencing performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) Professional Liability: \$1,000,000 limit of liability. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee.

**STATE LIABILITY** The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

Contract Log #2012-1154 between Trumbull - Monroe Health District (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on December 20, 2011 and subsequently amended on January 23, 2013 is hereby further amended as follows:

1. The term of this Contract is extended for an additional 365 days and the end date of the Contract is changed from June 30, 2014 to June 30, 2015.
2. All references to Term Contract "Year" in the previously amended and/or original Contract are deleted and replaced with the term "Funding Period".
3. Funding in the amount of \$32,830 is added to Funding Period Four by this Amendment. The funding for Funding Period One remains unchanged. The funding for Funding Period Two remains unchanged. The funding for Funding Period Three remains unchanged. Funds provided under this Amendment will be distributed to the line item as outlined in the amended budget in **Section 11** of this Amendment. The total maximum amount payable under the Contract as hereby amended shall not exceed \$131,320.
4. **Sub Sections, 2 and 3 of Section E, "Contractor Reporting/Deliverable Requirements"** of the previously amended Contract do not apply to Funding Period Four of this amendment
5. The following Reporting Schedules for Funding Period Four are hereby added by this Amendment to the Reporting Schedules contained in Section E "Contractor Reporting/Deliverable Requirements" of the previously amended Contract

**FUNDING PERIOD FOUR**

1. For: **PERIODIC PROGRAM AND/OR STATISTICAL REPORTS (Deliverables)**

Funding Period FOUR: 07/01/2014 to 06/30/2015

REPORTING PERIOD	REPORTS DUE BY
July 1, 2014 through June 30, 2015	July 15, 2015

2. For: **FINANCIAL REPORTING AND CASH NEEDS REPORTS**

Funding Period FOUR: 07/01/2014 to 06/30/2015

REPORTING PERIOD	REPORTS DUE BY
July 1, 2014 to September 30, 2014	October 15, 2014
October 1, 2014 to December 31, 2014	January 15, 2014
January 1, 2015 to March 31, 2015	April 15, 2015
April 1, 2015 to June 30, 2015	August 31, 2015

6. **Sub Section 4** is hereby added by this Amendment to **Section E "Contractor Reporting/Deliverable Requirements"** of the previously amended Contract.

4. The Contractor shall submit to the Department periodic program, statistical, fiscal, expenditure and cash management reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:
  - a. The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section 11** of this Contract.
  - b. The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth in the Department of Public Health's contract as identified herein.
  - c. The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than sixty (60) days after the completion of all scheduled work or the end of the Contract period.

- 1) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
- 2) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

7. **Section F Cost and Schedule of Payments** of the previously amended Contract is hereby deleted and replaced with the following for funding period four:

**F. Cost and Schedule of Payments:**

1. The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in **Section 11** of this Contract.
2. The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
3. If this Contract includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
4. **Cash Management**  
 Funding under this Contract which use Federal grant funds are subject to Federal cash management standards as follows:
  - a. The Department, as grantee of such funds, shall monitor cash draw-downs by the Contractor (subgrantee) to minimize the time elapsing between the transfer of funds and the subsequent disbursement of such funds,
  - b. Contractor (subgrantee) shall submit to DPH the PH111 Cash Management Report form quarterly in addition to any other contractually-required expenditure reports, and
  - c. any payment to be made under this provision may be reduced if cash needs documentation provided by such Contractor (subgrantee) supports such a reduction in payment amount.
5. **Payments and Payment Schedule; Under-expenditures, Surplus or Excess Payments and Refunds**
  - a. **Maximum Payment**  
 The total amount of payment made under this Contract shall not exceed \$131,320
  - b. **Payment and Payment Schedule**  
 Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.

**i. Funding Periods One through Three**

Funding Period One: 8/10/11 - 8/9/12			
Payment	Amount	Conditions	Not Before
1	\$16,415	To be made upon execution of this Contract	Paid
2	\$16,415	To be made upon receipt and approval of financial Expenditure Report due <b>February 15, 2012</b> , and Final Expenditure Report and	Paid

		final refund due from previous Contract.	
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Funding Period Two: 8/10/12 - 6/30/13			
Payment	Amount	Conditions	Not Before
3	\$16,415	To be made at start of Year 2 of the Contract and receipt and approval of all required program deliverables from prior Contract Year.	Paid
4	\$16,415	To be made upon receipt and approval of financial Expenditure Report due February 15, 2013, and Final Expenditure Report and final refund due from previous Contract Year.	Paid

Funding Period Three: 7/1/13 - 6/30/14			
Payment	Amount	Conditions	Not Before
5	\$16,415	To be made at start of Year 3 of the Contract and receipt and approval of all required program deliverables from prior Contract Year.	Paid
6	\$16,415	To be made upon receipt and approval of financial Expenditure Report due February 15, 2014, and Final Expenditure Report and final refund due from previous Contract Year.	Paid

ii. **Funding Period FOUR**

Funding Period Four: 7/1/14 - 6/30/15			
Payment	Amount	Conditions	Not Before
7	\$8,208	To be made upon execution of this Contract Amendment	July 1
8	\$8,207	upon receipt and approval by the Department of the final reports, any refund due to the Department from the previous Funding Period, and an approved PH-111 Cash Needs Report.	November 1
9	\$8,208	upon receipt and approval by the Department of the final reports, any refund due to the Department from the current Funding Period, and an approved PH-111 Cash Needs Report.	February 1
10	\$8,207	upon receipt and approval by the Department of the final reports, any refund due to the Department from the current Funding Period, and an approved PH-111 Cash Needs Report.	April 1

6. **Reimbursement**

If any payment under this Contract includes reimbursement of direct expenses, such payments made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.

7. **Under-expenditures**

When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after giving 30 days written notice to the Contractor.

**8. Payment Reduction**

In addition to applicable provision of Part II, Section D of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

- a. has not submitted or completed required deliverables, or
- b. has not submitted required reports or audits, or
- c. has submitted reports that have not received Department approval, or
- d. has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

**9. Surplus or Excess Payments; Refund**

The Contractor shall:

- a. upon demand by the Department at the end of the term of the Contract, remit in full to the Department any:
  - i. funds paid in excess of allowable budgeted costs and/or
  - ii. unexpended funds.
- b. not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
- c. be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

**8. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"):**

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
3. The State of Connecticut Agency named on page 1 of this Contract is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

6. **Definitions:**

- a. "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
- b. "Business Associate" shall mean the Contractor.
- c. "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- e. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- f. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- h. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- l. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- m. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- o. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

7. **Obligations and Activities of Business Associates:**

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- f. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- g. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with HIPAA Standards.
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulation promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with clause (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulation promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. §164.528 and section 134056 of the HITECH Act (42 U.S.C. §17935) and any regulation promulgated thereunder.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- n. In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; (c) provide a copy of the individual's PHI in an electronic health record; or (d) amend PHI in the individual's designated record set, the Business Associate agrees to notify the covered entity, in writing, within five business days of the request.
- o. Business Associate agrees that it shall not, and shall ensure that its subcontractor do not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.

8. Obligations in the Event of a Breach.
- a. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - b. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - c. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    - 1) A description of what happened, including the date of the breach and the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    - 2) A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    - 3) The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
    - 4) A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
    - 5) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
    - 6) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs a) to d), inclusive of g.xvi.3) of this Section and determine whether, in its opinion there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
    - 7) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.406.
    - 8) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the

Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

- 9) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

9. **Permitted Uses and Disclosure by Business Associate:**

- a. **General Use and Disclosure Provisions:** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. **Specific Use and Disclosure Provisions:**
  - 1) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - 2) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - 3) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

10. **Obligations of Covered Entity:**

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

11. **Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

12. **Term and Termination:**

- a. **Term:** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause 7.x. of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered

Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- b. **Termination for Cause:** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - 2) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - 3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. **Effect of Termination:**
  - 1) Except as provided in k.ii. of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause 7.x. of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - 2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

13. **Miscellaneous Provisions:**

- a. **Regulatory References:** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment:** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. **Survival:** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. **Effect on Contract:** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. **Construction:** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. **Disclaimer:** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees,

contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- g. **Indemnification:** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, under this section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

9. **Indemnification:**

1. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
  2. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
  3. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  4. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
  5. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributory negligent.
  6. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
10. All provisions of the Contract, as hereby and previously amended except those provisions specifically changed by this or prior amendments shall remain in full force and effect.
11. **Amended Approved Budget:**

Effective Date: 5/27/2014  
 CONTRACT NUMBER: 2012-1154-2  
 CONTRACT PERIOD: 08/10/2011 through 06/30/2015  
 FUNDING PERIOD: 07/01/2014 through 06/30/2015  
 STATE FISCAL YEAR (SFY): 2015  
 PROVIDER: Trumbull-Monroe Health District

Approved by: *wagnerd*

<b>4000 INCOME</b>		<b>Total Income</b>
<b>4100 CONTRACT FUNDING</b>	<b>SID</b>	<b>\$ 32,830</b>
4102 Federal/Other Funds	22333	\$ 32,830
<b>TOTAL INCOME</b>		<b>\$ 32,830</b>
<b>5000 DIRECT EXPENSES</b>		<b>Total Expenses</b>
<b>5100 SALARIES</b>		<b>\$ 24,868</b>
5101 Staff Salaries & Wages		\$ 24,868
<b>5200 FRINGE BENEFITS</b>		<b>\$ 3,346</b>
<b>5400 TRANSPORTATION</b>		<b>\$ 2,000</b>
5401 Staff Travel Reimbursement		\$ 2,000
<b>5500 MATERIALS AND SUPPLIES</b>		<b>\$ 1,100</b>
5503 Equipment (Less than \$5,000)		\$ 1,100
<b>5800 OTHER EXPENSES</b>		<b>\$ 1,000</b>
5801 Communications		\$ 1,000
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ 32,314</b>
<b>7000 INDIRECT EXPENSES</b>		<b>Total Expenses</b>
<b>7100 ADMINISTRATIVE &amp; GENERAL</b>		<b>\$ 516</b>
All Other A&G		\$ 516
<b>TOTAL INDIRECT EXPENSES</b>		<b>\$ 516</b>
<b>TOTAL EXPENSES</b>		<b>\$ 32,830</b>
<b>INCOME/EXPENSE SUMMARY</b>		<b>Total</b>
TOTAL INCOME		\$ 32,830
TOTAL EXPENSES		\$ 32,830
<b>EXCESS/(SHORTAGE)</b>		<b>\$ -</b>

Effective Date: 5/27/2014  
 CONTRACT NUMBER: 2012-1154-2  
 CONTRACT PERIOD: 08/10/2011 through 06/30/2015  
 FUNDING PERIOD: 07/01/2014 through 06/30/2015  
 STATE FISCAL YEAR (SFY): 2015  
 PROVIDER: Trumbull-Monroe Health District

Approved by: *wagnerd*

<b>4000 INCOME</b>		<b>PHP</b>
<b>4100 CONTRACT FUNDING</b>	<b>SID</b>	<b>\$ 20,830</b>
4102 Federal/Other Funds	22333	\$ 20,830
<b>TOTAL INCOME</b>		<b>\$ 20,830</b>
<b>5000 DIRECT EXPENSES</b>		<b>PHP</b>
<b>5100 SALARIES</b>		<b>\$ 12,868</b>
5101 Staff Salaries & Wages		\$12,868.00
<b>5200 FRINGE BENEFITS</b>		<b>\$3,346.00</b>
<b>5400 TRANSPORTATION</b>		<b>\$ 2,000</b>
5401 Staff Travel Reimbursement		\$ 2,000
<b>5500 MATERIALS AND SUPPLIES</b>		<b>\$ 1,100</b>
5503 Equipment (Less than \$5,000)		\$ 1,100
<b>5800 OTHER EXPENSES</b>		<b>\$ 1,000</b>
5801 Communications		\$ 1,000
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ 20,314</b>
<b>7000 INDIRECT EXPENSES</b>		<b>PHP</b>
<b>7100 ADMINISTRATIVE &amp; GENERAL</b>		<b>\$ 516</b>
All Other A&G		\$ 516
<b>TOTAL INDIRECT EXPENSES</b>		<b>\$ 516</b>
<b>TOTAL EXPENSES</b>		<b>\$ 20,830</b>
<b>INCOME/EXPENSE SUMMARY</b>		<b>PHP</b>
TOTAL INCOME		\$ 20,830
TOTAL EXPENSES		\$ 20,830
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>

Effective Date: 5/27/2014  
 CONTRACT NUMBER: 2012-1154-2  
 CONTRACT PERIOD: 08/10/2011 through 06/30/2015  
 FUNDING PERIOD: 07/01/2014 through 06/30/2015  
 STATE FISCAL YEAR (SFY): 2015  
 PROVIDER: Trumbull-Monroe Health District

Approved by: wagnerd

<b>4000 INCOME</b>		<b>PHP -</b>
		<b>Subcontractor 1</b>
		Susan Jacozzi
<b>4100 CONTRACT FUNDING</b>	<b>SID</b>	<b>\$ 5,000</b>
4102 Federal/Other Funds	22333	\$ 5,000
<b>TOTAL INCOME</b>		<b>\$ 5,000</b>
<b>5000 DIRECT EXPENSES</b>		<b>Subcontractor 1</b>
<b>5100 SALARIES</b>		<b>\$ 5,000</b>
5101 Staff Salaries & Wages		\$5,000.00
<b>5200 FRINGE BENEFITS</b>		<b>\$0.00</b>
<b>5400 TRANSPORTATION</b>		<b>\$ -</b>
5401 Staff Travel Reimbursement		
<b>5500 MATERIALS AND SUPPLIES</b>		<b>\$ -</b>
5503 Equipment (Less than \$5,000)		
<b>5800 OTHER EXPENSES</b>		<b>\$ -</b>
5801 Communications		
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ 5,000</b>
<b>7000 INDIRECT EXPENSES</b>		<b>Subcontractor 1</b>
<b>7100 ADMINISTRATIVE &amp; GENERAL</b>		<b>\$ -</b>
All Other A&G		
<b>TOTAL INDIRECT EXPENSES</b>		<b>\$ -</b>
<b>TOTAL EXPENSES</b>		<b>\$ 5,000</b>
<b>INCOME/EXPENSE SUMMARY</b>		<b>PHP -</b>
TOTAL INCOME		\$ 5,000
TOTAL EXPENSES		\$ 5,000
<b>EXCESS/(SHORTAGE)</b>		<b>\$ -</b>

Effective Date: 5/27/2014  
 CONTRACT NUMBER: 2012-1154-2  
 CONTRACT PERIOD: 08/10/2011 through 06/30/2015  
 FUNDING PERIOD: 07/01/2014 through 06/30/2015  
 STATE FISCAL YEAR (SFY): 2015  
 PROVIDER: Trumbull-Monroe Health District

Approved by: *wagnerd*

<b>4000 INCOME</b>		<b>PHP -</b>
		<b>Subcontractor 2</b>
		Kellogg Professional Services, LLC
<b>4100 CONTRACT FUNDING</b>	<b>SID</b>	<b>\$ 7,000</b>
4102 Federal/Other Funds	22333	\$ 7,000
<b>TOTAL INCOME</b>		<b>\$ 7,000</b>
<b>5000 DIRECT EXPENSES</b>		<b>Subcontractor 2</b>
<b>5100 SALARIES</b>		<b>\$ 7,000</b>
5101 Staff Salaries & Wages		\$7,000.00
<b>5200 FRINGE BENEFITS</b>		<b>\$0.00</b>
<b>5400 TRANSPORTATION</b>		<b>\$ -</b>
5401 Staff Travel Reimbursement		
<b>5500 MATERIALS AND SUPPLIES</b>		<b>\$ -</b>
5503 Equipment (Less than \$5,000)		
<b>5800 OTHER EXPENSES</b>		<b>\$ -</b>
5801 Communications		
<b>TOTAL DIRECT EXPENSES</b>		<b>\$ 7,000</b>
<b>7000 INDIRECT EXPENSES</b>		<b>Subcontractor 2</b>
<b>7100 ADMINISTRATIVE &amp; GENERAL</b>		<b>\$ -</b>
All Other A&G		
<b>TOTAL INDIRECT EXPENSES</b>		<b>\$ -</b>
<b>TOTAL EXPENSES</b>		<b>\$ 7,000</b>
<b>INCOME/EXPENSE SUMMARY</b>		<b>PHP -</b>
TOTAL INCOME		\$ 7,000
TOTAL EXPENSES		\$ 7,000
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



## TERM NOTE

April 8, 2014

**\$100,000.00**

For value received, the undersigned **Trumbull Monroe Health District, a Connecticut unincorporated association**, with an address of **2 Corporate Drive, Unit 116, Trumbull, Connecticut 06611** (the "Borrower"), promises to pay to the order of TD Bank, N.A., a National Association with an address of 178 Main Street, New Britain, Connecticut 06051 (together with its successors and assigns, the "Bank"), the principal amount of **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)** on or before **April 8, 2024** (the "Maturity Date"), as set forth below, together with interest from the date hereof on the unpaid principal balance from time to time outstanding until paid in full. The Borrower shall pay consecutive monthly installments of principal and interest, as follows: **\$988.02** commencing on **May 8, 2014**, and the same amount (except the last installment which shall be the unpaid balance) on the 8th day of each month thereafter. The aggregate principal balance outstanding shall bear interest thereon at a per annum rate equal to **Three and Forty-Three Hundredths Percent (3.43%)**.

The principal amount of this Note will be amortized over **120** months starting from the date of this Note.

Principal and interest shall be payable at the Bank's main office or at such other place as the Bank may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated on the basis of actual number of days elapsed and a 360-day year.

Although the repayment of the loan evidenced by this Note has been designed as if it were to extend for the term set forth above, Borrower understands that Bank expressly reserves the right and option, exercisable at its discretion, to declare the entire unpaid balance under this Note together with all interest which shall have accrued thereon to be due and payable on June 30, 2015 and on each succeeding one (1) year anniversary of that date during the term hereof, hereinafter referred to as the "Loan Call Date". In the event that Bank desires to exercise its option to declare the loan due, it shall deliver written notice thereof by regular first class mail to Borrower within the 180 day period commencing on the 90th day prior to and ending on the 90th day after a Loan Call Date. Borrower shall, within 90 days after the date of written notice by Bank of its exercise of the option, repay the entire principal balance due under this Note together with all unpaid interest which shall have accrued thereon as well as any sums which may then be due under this Note or any other document constituting a part of the within loan transaction.

At the option of the Bank, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default (each, an "Event of Default"): (1) default of any liability, obligation, covenant or undertaking of the Borrower, any endorser or any guarantor hereof to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower, any endorser or any guarantor hereof under any other loan document delivered by the Borrower, any endorser or any guarantor, or in connection with the loan evidenced by this Note or any other agreement by the Borrower, any endorser or any guarantor with the Bank continuing for 15 days with respect to any default (other than with respect to the payment of money for which there is no grace period); (2) failure of the Borrower, any endorser or any guarantor hereof to maintain aggregate collateral security value satisfactory to the Bank continuing for 15 days; (3) default of any material liability, obligation or undertaking of the Borrower, any endorser or any guarantor hereof to any other party continuing for 15 days; (4) if any statement,

Loan Number - Note 1: 23691559001

representation or warranty heretofore, now or hereafter made by the Borrower, any endorser or any guarantor hereof in connection with the loan evidenced by this Note or in any supporting financial statement of the Borrower, any endorser or any guarantor hereof shall be determined by the Bank to have been false or misleading in any material respect when made; (5) if the Borrower, any endorser or any guarantor hereof is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (6) the death of the Borrower, any endorser or any guarantor hereof and, if the Borrower, any endorser or any guarantor hereof is a partnership or limited liability company, the death of any partner or member; (7) the institution by or against the Borrower, any endorser or any guarantor hereof of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Borrower, any endorser or any guarantor hereof is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower, any endorser or any guarantor hereof of an assignment for the benefit of creditors or the granting by the Borrower, any endorser or any guarantor hereof of a trust mortgage for the benefit of creditors; (8) the service upon the Bank of a writ in which the Bank is named as trustee of the Borrower, any endorser or any guarantor hereof; (9) a judgment or judgments for the payment of money shall be rendered against the Borrower, any endorser or any guarantor hereof, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (10) any levy, lien (including mechanics lien) except as permitted under any of the other loan documents between the Bank and the Borrower, seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower, any endorser or any guarantor hereof; (11) the termination or revocation of any guaranty hereof; or (12) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower, any endorser or any guarantor hereof, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower, any endorser or any guarantor hereof to the Bank has been or may be impaired.

Any payments received by the Bank on account of this Note shall, at the Bank's option, be applied to any accrued unpaid interest, then to outstanding and due amounts of principal; then to any required escrow payment if applicable; then to any debt protection insurance premium if applicable; and then to any fees including late charges and then to any costs. Notwithstanding the foregoing, any payments received after the occurrence and during the continuance of an Event of Default shall be applied in such manner as the Bank may determine. The Borrower hereby authorizes the Bank to charge any deposit account which the Borrower may maintain with the Bank for any payment required hereunder without prior notice to the Borrower.

If pursuant to the terms of this Note, the Borrower is at any time obligated to pay interest on the principal balance at a rate in excess of the maximum interest rate permitted by applicable law for the loan evidenced by this Note, the applicable interest rate shall be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

**The Borrower represents to the Bank that the proceeds of this Note will not be used for personal, family or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224.**

The Borrower and each endorser and guarantor hereof grant to the Bank a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Bank or any Bank Affiliate (as hereinafter defined) to the Borrower and/or each endorser or guarantor hereof and any cash, securities, instruments or other property of the Borrower and each endorser and guarantor hereof in the possession of the Bank or any Bank Affiliate, whether for safekeeping or otherwise, or in transit to or from the Bank or any Bank Affiliate (regardless of the reason the Bank or Bank Affiliate had received the same or whether the Bank or Bank Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower and/or any endorser or guarantor hereof to the Bank or any Bank Affiliate and such deposits and other sums may be

applied or set off against such liabilities and obligations of the Borrower or any endorser or guarantor hereof to the Bank or any Bank Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank or any Bank Affiliate.

No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waives presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of every kind in connection with the delivery, acceptance, performance or enforcement of this Note and assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and waives all recourse to suretyship and guarantor defenses generally, including any defense based on impairment of collateral. To the maximum extent permitted by law, the Borrower and each endorser and guarantor of this Note waive and terminate any homestead rights and/or exemptions respecting any premises under the provisions of any applicable homestead laws, including without limitation, Section 52-352b of the Connecticut General Statutes Annotated.

The Borrower and each endorser and guarantor of this Note shall indemnify, defend and hold the Bank and the Bank Affiliates and their directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower, by any endorser or guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's selection, but at the expense of the Borrower and any endorser and/or guarantor), except for any claim arising out of the gross negligence or willful misconduct of the Bank.

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of all amounts under this Note including, without limitation, principal and interest, or in connection with the enforcement of, or realization on, any security for this Note, including, without limitation, to the extent permitted by applicable law, reasonable attorneys' fees and expenses. Upon the occurrence and during the continuance of an Event of Default, interest shall accrue at a rate per annum equal to the aggregate of 4.0% plus the rate provided for herein. If any payment due under this Note is unpaid for 15 days or more, the Borrower shall pay, in addition to any other sums due under this Note (and without limiting the Bank's other remedies on account thereof), a late charge equal to 6.0% of such unpaid amount.

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of the Bank and its successors, endorsees and assigns.

The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorsers or guarantors shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Bank. Each reference in this Note to the Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated, unless and until all liabilities, obligations and indebtedness to the Bank of the person from whom contribution is sought have been irrevocably satisfied in full. The release or compromise by the Bank of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes the Bank to complete this Note if delivered incomplete in any respect. A photographic or other reproduction of this Note may be made by the Bank, and any such reproduction shall be admissible in evidence with the same effect as the

original itself in any judicial or administrative proceeding, whether or not the original is in existence.

The Borrower will from time to time execute and deliver to the Bank such documents, and take or cause to be taken, all such other further action, as the Bank may request in order to effect and confirm or vest more securely in the Bank all rights contemplated by this Note or any other loan documents related thereto (including, without limitation, to correct clerical errors) or to vest more fully in or assure to the Bank the security interest in any collateral securing this Note or to comply with applicable statute or law.

The Borrower agrees to execute, re-execute, cause any Guarantor(s) or other third party(ies) involved in the loan transaction to execute and/or re-execute and to deliver to Bank or its legal counsel, as may be deemed appropriate, any document or instrument signed in connection with the Loan which was incorrectly drafted and/or signed, as well as any document or instrument which should have been signed at or prior to the closing of the Loan, but which was not so signed and delivered. Borrower agrees to comply with any written request by Bank within ten (10) days after receipt by Borrower of such request. Failure by Borrower to so comply shall, at the option of Bank, upon notice to Borrower, constitute an event of default under the Loan. The Borrower authorizes the Bank to make any credit inquiries Bank deems necessary and authorizes any person or credit reporting agency to give Bank a copy of the Borrower's credit report and any other financial information it may have.

This Note is delivered to the Bank at one of its offices, shall take effect as a sealed instrument and shall be governed by the laws of the State of Connecticut without giving effect to the conflicts of laws principles thereof.

Any notices under or pursuant to this Note shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Note or as any party may from time to time designate by written notice to the other party; notwithstanding the foregoing notices to the Bank with respect to accounting and collateral release and notices to the Trustee pursuant to a Deed of Trust shall be sent to the Bank as follows: Attention: VP Loan Servicing, Loan Services, 6000 Atrium Way, Mt. Laurel NJ 08054.

The term "Bank Affiliate" as used in this Note shall mean any "Affiliate" of the Bank. The term "Affiliate" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

The Borrower and each endorser and guarantor of this Note each irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Connecticut, over any suit, action or proceeding arising out of or relating to this Note. Each of the Borrower and each endorser and guarantor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Each of the Borrower and each endorser and guarantor hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's, endorser's or guarantor's address shown below or as notified to the Bank and (ii) by serving the same upon the Borrower(s), endorser(s) or guarantor(s) in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower or such endorser or guarantor.

**THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH HEREBY**

KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE, ANY OF THE OBLIGATIONS OF THE BORROWER, EACH ENDORSER AND GUARANTOR TO THE BANK, AND ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREES NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN, WAIVED. THE BORROWER, EACH ENDORSER AND GUARANTOR AND THE BANK EACH CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

THE BORROWER AND EACH ENDORSER AND GUARANTOR EACH HEREBY REPRESENTS, COVENANTS AND AGREES THAT THE PROCEEDS OF THE LOAN(S) EVIDENCED BY THIS NOTE SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT EACH SUCH LOAN IS A COMMERCIAL TRANSACTION AND DEFINED BY THE STATUTES OF THE STATE OF CONNECTICUT. THE BORROWER AND EACH ENDORSER AND GUARANTOR HEREBY EACH WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES, SECTION 52-278A ET. SEQ., AS AMENDED, OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES THE BANK MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. MORE SPECIFICALLY, THE BORROWER AND EACH ENDORSER AND GUARANTOR EACH ACKNOWLEDGES THAT THE BANK'S ATTORNEY MAY, PURSUANT TO CONNECTICUT GENERAL STATUTES, SECTION 52-278F, ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. THE BORROWER AND EACH ENDORSER AND GUARANTOR EACH ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY BY THE BANK'S ATTORNEY, AND THE BANK ACKNOWLEDGES THE BORROWER'S AND EACH ENDORSER'S AND GUARANTOR'S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT. THE BORROWER AND EACH ENDORSER AND GUARANTOR EACH FURTHER HEREBY WAIVES ANY REQUIREMENT OR OBLIGATION OF THE BANK TO POST A BOND OR OTHER SECURITY IN CONNECTION WITH ANY PREJUDGMENT REMEDY OBTAINED BY THE BANK AND WAIVE ANY OBJECTIONS TO ANY PREJUDGMENT REMEDY OBTAINED BY THE BANK BASED ON ANY OFFSETS, CLAIMS, DEFENSES OR COUNTERCLAIMS OF THE BORROWER AND EACH ENDORSER AND GUARANTOR OR ANY OTHER OBLIGATED PARTY TO ANY ACTION BROUGHT BY THE BANK. THE BORROWER AND EACH ENDORSER AND GUARANTOR EACH ACKNOWLEDGES AND AGREES THAT ALL OF THE WAIVERS CONTAINED IN THIS SECTION HAVE BEEN MADE KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF ITS COUNSEL.

Executed as an instrument under seal as of April 8, 2014.

Borrower:

Trumbull Monroe Health District

By: \_\_\_\_\_  
Lawrence Dinkes, Board Director

By: \_\_\_\_\_  
Patrice A. Sulik, Director

2 Corporate Drive, Unit 116  
Trumbull, Connecticut  
06611

# iLien Cover Page

Date Printed: 03/25/2014

Debtor:

Trumbull Monroe Health District  
2 Corporate Drive  
Unit 116  
Trumbull, CT 06611

[Loan #] REL [Rtshnp #]: 23691559001 REL 255369

Cost Center #: 2969

App #:

Purpose:

Submit Date (MM/DD/YY):

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 55095604

Order Confirmation #:

UserID: 162033

UserName: AISHA BEAUFORD

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: CT, Secretary of State

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: Fax:	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 13700 - TD BANK	
TD Bank, N.A. 2059 Springdale Road AIM# 02-259-01-55 Cherry Hill, NJ 08003	CTCT
File with: Secretary of State, CT	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Trumbull Monroe Health District				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2 Corporate Drive, Unit 116		CITY Trumbull	STATE CT	POSTAL CODE 06611
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME TD Bank, N.A.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1701 Route 70 East		CITY Cherry Hill	STATE NJ	POSTAL CODE 08034
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
 All personal property of Debtor of every kind and nature, wherever located, whether now owned or hereafter acquired, including without limitation, the following categories of property as defined in Revised Article 9 of the Uniform Commercial Code: goods (including inventory, equipment, fixtures, farm products and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of the foregoing.

Any terms used herein which is defined in either (i) Article 9 of the Uniform Commercial Code as in effect in the jurisdiction in which this financing statement was signed or authenticated by the Debtor at the time it was so signed or authenticated or (ii) Article 9 of the Uniform Commercial Code as in effect at any relevant time in the jurisdiction in which this financing statement is filed, has the meaning to be ascribed thereto with respect to any particular item of property under the more encompassing of the two definitions. This financing statement covers, and is intended to cover, all personal property of the Debtor.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
55095604 23691559001 REL 255369 2969



**Bank**

America's Most Convenient Bank®

**TD Bank, N.A.**

40 Danbury Road

Wilton, CT 06897

Office: 203-761-3850

Fax: 203-761-8742

Cell: 203-501-3407

March 14, 2014

### COMMITMENT LETTER

Ms. Patrice Sulik  
Trumbull Monroe Health District  
2 Corporate Drive, Unit 116  
Trumbull, CT 06611

**RE: Credit Facility - \$100,000 Commercial Term Loan**

Dear Ms. Sulik:

On behalf of TD Bank, N.A. (the "Bank"), I am pleased to offer Trumbull Monroe Health District (the "Borrower") a commitment for the credit accommodation (the "Credit Accommodation") that is described on the attached term sheet, subject to the following and the terms and conditions set forth on the attachment to this letter. The Terms and Conditions of the Loan dated of even date herewith are attached and are made part of this commitment letter with the same force and effect as if they were set forth herein.

If the terms and conditions set forth herein are acceptable to you, please acknowledge below and return a signed counterpart to this letter on or before the close of business on March 31, 2014. The closing of the Credit Accommodation must occur by April 30, 2014. The Bank's commitment hereunder will expire in the event the Bank has not received such acceptance on or before March 31, 2014 or the closing has not occurred by April 30, 2014, and the Bank will be under no obligation to offer any further Credit Accommodation.

The Bank may terminate this commitment letter, and will have no obligation to extend the Credit Accommodation, upon the happening of any of the following events: (a) the Bank does not receive the accepted copy of this commitment by March 31, 2014; (b) the Credit Accommodation does not for any reason close by April 30, 2014 (c) the Borrower's failure to comply with any term or condition set forth herein or in the attached Terms and Conditions of Loans or the Commitment Letter Rider; (d) any material adverse change occurs with respect to the economic value, business assets, liabilities, results of operations or condition (financial or otherwise) of the Borrower; (e) any report or statement made to the Bank by the Borrower in connection herewith is or proves to be false or misleading in any material respect as of the date made or furnished; or (f) any collateral securing the Credit Accommodations shall be materially damaged by fire or other casualty. This commitment letter will be superseded by the loan documents.

We look forward to being a partner in the health district's growth.

Sincerely yours,

TD BANK, N.A.

*Gregory Pastor*

Gregory Pastor, Vice President

The above commitment is hereby accepted on this \_\_\_\_ day of March, 2014:

Trumbull Monroe Health District

By: \_\_\_\_\_

Title: \_\_\_\_\_

TD BANK, N.A. ("BANK")

TERMS AND CONDITIONS OF CREDIT ACCOMODATION

DATED MARCH 14, 2014 ("LOAN")

I. Loan.

- (a) Borrower: Trumbull Monroe Health District
- (b) Guarantors: None
- (c) Credit Amount/Note: \$100,000.00
- (d) Type of Credit: Commercial Term Loan
- (e) Term: Ten (10) years with loan renewable annually commencing 6/30/15 with a final maturity date of 4/1/24 (not to exceed 10 years from closing date.
- (f) Purpose of Loan: To refinance existing debt
- (g) Interest Rate: Index and Spread: 69% (FHLBB + Applicable Spread)  
FHLBB Options: 10/10 Currently 3.49%  
Applicable Spread: 100bps  
Rate as of 3/14/14 = (3.49% + 1.00%) x .69% = 3.10%
- (h) Default Rate of Interest: The "default rate of interest" shall be four (4) percentage points in excess of the rate of interest charged prior to the occurrence of the event of default.
- (h) Late Charges: If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.
- (i) Payments: Monthly payments of principal and interest based on a 10-year amortization schedule.  
  
All payments to be made by auto-debit from the operating account of the borrower from a TD Bank account.
- (j) Prepayment Premium: Prepayment permitted without penalty at any time.
- (k) Depository Accounts: Borrower to maintain all depository accounts with Lender.

2. Fees and Expenses. (Mark, is this customary?)

The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and any other expenses) incurred or paid by the Bank in connection with the loan.

Origination Fee: None

3. Collateral. The following shall be given as collateral to secure the performance and payment of all obligations respecting the Loans: (This is what they describe as collateral-it isn't "real" collateral, but we are agreeing they are first in line as a creditor).

All obligations under the Credit Facility to the Borrower would be secured by a first priority perfected security interest in all of the Borrower's tangible and intangible assets and UCC-1 filing.

4. Insurance. (Barbara will scan and send this to Greg by Tuesday when she gets it from insurance company)

Receipt by the Bank of a prepaid fire and extended coverage insurance policy insuring the furnishings, fixtures, inventory, machinery and equipment constituting the Real Property in an amount satisfactory to Bank naming the Bank as Lender Loss Payee requiring a 30 day notice to Bank of cancellation or amendment. Receipt by the Bank of certificates of insurance in favor of Bank evidencing that comprehensive general public liability insurance protecting the Borrower are in full force and effect. All insurance shall be satisfactory to Bank as to amount, form, issuer and notice.

5. Legal Opinions. (You already know your part)

Prior to closing, there shall be delivered to the Bank an opinion of Borrower's counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) the loan documents create perfected liens and security interests in the real or personal property collateral; and (5) pursuant to section 19a-246C of the Connecticut State Statute that any obligation of the Borrower must be fully satisfied by the health district or municipality if the health district shall cease to exist.

6. Financial Reporting.

Borrower(s) shall furnish the following financial reports.

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Borrower Financial Statements	Annually	150 days after end of fiscal year
Approved Budget	Annually	Due June 15 <sup>th</sup> of each year
Minutes from Annual Budget Meeting (subsequent to approval)	Annually	Due June 15 <sup>th</sup> of each year

7. Financial Covenants. (I interpret this as meaning we will need to always have this much money, but I am not sure if that means actual cash in the bank or “paper money” on our audit statement as “unrestricted reserve fund”-can you clarify that with Greg for me? I believe it relates to our audit, but I want to be sure we can achieve this and not move forward blindly)

Debt service Coverage ratio – Minimum of 1.00 times debt service to be tested annually.

Defined as: changes in unrestricted assets (excluding unrealized gains or losses on investments and inclusive of unfinanced capital expenditures) plus interest expense, plus depreciation and amortization; divided by, interest expense plus current maturities of long-term debt.

8. Other Conditions:

The conditions set forth on the real estate rider attached hereto and incorporated herein by reference.

Prior to closing, Borrower will be required to post a full year of debt service reserve into a separate deposit account. This account will be used to fund monthly principal and interest payments on the proposed note. Borrower will be required to re-fund the reserve each year with a full year of principal and interest payments.

Prior to closing, acknowledgment from the First Selectmen from the Towns of Trumbull and Monroe that the district is entering into a loan agreement with Lender. (Barbara will get these acknowledgements and forward them to Greg-he told me an email from each would be sufficient)

Prior to closing, Borrower to provide a copy of the note evidencing payments/terms required under existing note of unfunded pension liability funding to the State of Connecticut. Those payments must be no less than the proposed payments of Lender’s debt. (Barbara will scan and send that document with the insurance receipt on Tuesday)

Receipt by the Bank of state and county UCC-1 searches in all jurisdictions which Bank deems appropriate, performed by a company designated by the Bank, the cost of which is to be borne by the Borrower, evidencing that the UCC-1 Financing Statements executed and delivered in accordance with this Commitment will be in a First Lien Position. (I am not sure what this is and how much it costs-do we originate it or does the bank-can you assist with this?)

Bank shall be in receipt of entity status searches for Trumbull Monroe Health District. The information shall be obtained by a company designated by the Bank, the cost of which is to be borne by the Borrower, and shall provide formation information as well as evidence that the entity is in good standing in the state of its formation. (Is this something we initiate? Can you assist or direct us in this?)

Bank shall be in receipt of the Operating Agreement and State-stamped Certificate of Formation Articles of Organization of Trumbull Monroe Health District. **(Do you know how we get state-stamped copies?-can you assist with this since I will be out of town?)**

All amounts now owed, or hereafter incurred, to any stockholder or former owner/seller as well as to any other debt holder shall be subordinated to the payment of all bank debt, if applicable. (OK)

All reasonable out-of-pocket expenses incurred by the bank in connection with the documentation of closing of the credit facility, whether or not the transaction actually closes shall be for the account of the borrower.

· Usual and customary covenants regarding maintenance of corporate existence, payment of taxes, limitations on additional indebtedness, operating leases, liens, distributions and dividends, capital expenditures, mergers, dispositions and acquisitions of assets, investments, maintenance of appropriate insurance, etc.

TD BANK, N.A.  
CONTROL SHEET FOR LOAN AND SECURITY AGREEMENT

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**BANK INFORMATION**

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Name of Loan Officer: Gregory Pastor  
Address of Bank 178 Main Street  
New Britain, Connecticut  
06051

Governing Law Connecticut

Name of Person  
Preparing Documents: Aisha D. Beauford

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**OBLIGOR INFORMATION**

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<u>Obligor:</u>	<u>Type of Entity:</u>
Trumbull Monroe Health District 2 Corporate Drive, Unit 116 Trumbull, Connecticut 06611	unincorporated association
Security Agreement Test Variable	There is a security agreement combined with this Loan Agreement.
Letter of Credit Test Variable for Note 1	There are no letter of credit provisions for Note 1
Number of Notes	One

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**WARNINGS!!!**

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**AUTHORITY DOCUMENTS WARNING!** You must prepare Authority Documents for any Obligor that is not a natural person. Failure to obtain such documents may jeopardize the Bank's ability to collect the loan and realize upon its collateral. Refer to the manual if you have any questions concerning which documents are required for each obligor.

Obligor Warnings:

Trumbull Monroe Health District

2 Corporate Drive, Unit 116  
Trumbull, Connecticut 06611

**LOAN AND SECURITY AGREEMENT WARNING!** You will need to prepare the schedules referred to in the Loan and Security Agreement for Trumbull Monroe Health District, but only if the conditions in Section 3 of the Loan and Security Agreement require a schedule. For example, if Trumbull Monroe Health District has any subsidiaries, Schedule 3.2 should be attached to the Loan and Security Agreement listing all of the subsidiaries. You should refer to the following sections in the Loan Agreement for Trumbull Monroe Health District:

3.2  Related Parties

3.4 (a)  Mortgages/Deeds of Trust/ Security Interests

3.4 (b)  Leases

**REVISED ARTICLE 9 WARNING!** Revised Article 9 of the Uniform Commercial Code ("**Revised Article 9**") is effective in Connecticut. The term "**Old Article 9**" as used herein means the version of Article 9 of the Uniform Commercial Code in effect in Connecticut prior to the effective date of Revised Article 9 ("**Effective Date**").

Revised Article 9 significantly changes filing requirements for most UCC financing statements. Notwithstanding which state law the parties choose to govern the loan documents, Revised Article 9, unlike old Article 9, provides that, in most cases, the law of the state in which Borrower (*not* the collateral) is "located" governs perfection of the security interest in the personal property of Borrower taken as collateral, and UCC-1 financing statements must be filed in the state where Borrower is located. Under Revised Article 9, the "location" of Borrower is determined primarily in three different ways: (1) an individual is located in the state of his or her principal residence; (2) an entity (e.g., a corporation, limited partnership, limited liability company, or business trust) which is organized (e.g., incorporated in the case of a corporation) under the laws of a state and is registered in such state (e.g., a certificate of incorporation has been filed by the corporation) is located in the state in which it is so registered; and (3) an entity which is organized under the laws of a state but is *not* registered with such state (e.g., some states do not provide for registration of partnerships), is deemed located in the state where its place of business (if there is only one such place) or its chief executive office (if the entity has more than one place of business) is located. Notwithstanding the foregoing, under Revised Article 9, certain types of collateral, including but not limited to fixtures, minerals and agricultural collateral, will still require filing where the collateral is located. Transactions with trusts can present very peculiar questions, and you should **CONSULT WITH COUNSEL** with respect to any such transactions.

Notwithstanding the change in location for the filing of UCC financing statements, lien searches should continue to be performed until June 30, 2006 as they would have been under Old Article 9 in all states where any personal property is located; this is recommended because secured parties that have a perfected security interest in property by filing a financing statement under Old Article 9 will continue to have a perfected security interest until the earlier to occur of the lapse of their UCCs (generally, 5 years from the filing date) and June 30, 2006, and will be able to continue their UCCs by filing continuation statements in compliance with Revised Article 9.

Note that under Revised Article 9, the debtor's name as it appears on the UCC form must be **exactly** the same name as appears on the organizational documents of the debtor. It is therefore important that the name which is used on the UCC form be taken directly from the charter documents of the debtor, such as articles or certificate of incorporation, organization or formation or partnership agreement or similar constitutive documents. In the case of an individual, you should verify the name of the individual by reference to a driver's license or social security card; if the individual uses hyphenated names or other variations, file against all variations.

**ALL ASSET SECURITY AGREEMENT WARNING!** You have chosen an All Asset Security Agreement for Trumbull Monroe Health District for this credit transaction. Certain types of collateral cannot be perfected by filing financing statements. Please review the manual and consult counsel if you have any question about how to perfect a security interest in your collateral. If Trumbull Monroe Health District has any Federal government receivables as collateral, you may need to comply with the Federal Assignment of Claims Act. Documenter does not currently supply the necessary forms. If Trumbull Monroe Health District has collateral respecting which a Certificate of Title, as defined in Section 9-102 of the Uniform Commercial Code, has been issued by a State with a statute that provides for the security interest to be indicated on the Certificate as a condition or result of the security interest obtaining priority over the rights of a lien creditor with respect to the collateral, you will need to obtain the Certificate of Title and follow state law requirements to perfect the security interest. Please see the manual and consult your counsel if you have any unusual collateral, including aircraft, federally documented vessels or agricultural products. To the extent that the collateral includes Commercial Tort claims, you must identify the claim with specificity in the Security Agreement and Financing Statement.

**PURCHASE MONEY SECURITY INTEREST IN EQUIPMENT WARNING!** If the Bank is financing the purchase of equipment a Purchase Money Security Interest under the Uniform Commercial Code can be obtained. It is advisable to do the following: (a) insure the description on the Security Agreement matches the description on the invoice, (b) insure the Borrower will not take delivery of the equipment more than 20 days before the Bank has filed a financing statement and (c) issue the check being used to purchase the equipment jointly to the Borrower and the seller of the equipment.

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**CONTROL DATA**

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Interest Calculation 360 Day Year

Type of Security Agreement for Obligor 1: All Assets

Financial Statements Date Test Variable for Obligor 1 Yes

June 30, 2013

Obligor 1 Financial Statements Form: audited

Note 1: \$100,000.00 Commercial Promissory Note

Type of Note Term Loan



## LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT (this "Agreement") is entered into as of **April 8, 2014**, between **Trumbull Monroe Health District, a Connecticut unincorporated association**, with its chief executive office located at **2 Corporate Drive, Unit 116, Trumbull, Connecticut 06611** (the "Borrower") and TD Bank, N.A., a National Association, with an address of 178 Main Street, New Britain, Connecticut 06051 (the "Bank").

FOR VALUE RECEIVED, and in consideration of the granting by the Bank of financial accommodations to or for the benefit of the Borrower, including without limitation respecting the Obligations (as hereinafter defined), the Borrower represents and agrees with the Bank, as of the date hereof and as of the date of each loan, credit and/or other financial accommodation, as follows:

### 1. THE LOAN

1.1 Loan. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to make a loan to Borrower in the original principal amount of **\$100,000.00** (the "Loan"). The Loan shall be evidenced by that certain Term Note, of even date herewith (the "Note") by Trumbull Monroe Health District in favor of the Bank in the original principal amount of **\$100,000.00**. This Agreement, the Note, and any and all other documents, amendments or renewals executed and delivered in connection with any of the foregoing are collectively hereinafter referred to as the "Loan Documents".

### 2. GRANT OF SECURITY INTEREST

2.1 Grant of Security Interest. In consideration of the Bank's extending credit and other financial accommodations to or for the benefit of the Borrower, the Borrower hereby grants to the Bank, for itself and as agent for any Bank Affiliate counterparty with respect to or otherwise holding any of the Obligations, a security interest in, a lien on and pledge and assignment of the Collateral (as hereinafter defined). The security interest granted by this Agreement is given to and shall be held by the Bank as security for the payment and performance of all Obligations, including, without limitation, all amounts outstanding pursuant to the Loan Documents.

2.2 Definitions. The following definitions shall apply:

- (a) "Code" shall mean the Connecticut Uniform Commercial Code, Title 42a C.G.S.A. as amended from time to time.
- (b) "Collateral" shall mean all of the Borrower's present and future right, title and interest in and to any and all of the personal property of the Borrower whether such property is now existing or hereafter created, acquired or arising and wherever located from time to time, including without limitation:
  - (i) accounts;
  - (ii) chattel paper;

Loan Number - Note 1: 23691559001

- (iii) goods;
  - (iv) inventory;
  - (v) equipment;
  - (vi) fixtures
  - (vii) farm products;
  - (viii) instruments;
  - (ix) investment property;
  - (x) documents;
  - (xi) commercial tort claims;
  - (xii) deposit accounts;
  - (xiii) letter-of-credit rights;
  - (xiv) general intangibles;
  - (xv) supporting obligations; and
  - (xvi) records of, accession to and proceeds and products of the foregoing.
- (c) "Debtors" shall mean the Borrower's customers who are indebted to the Borrower.
- (d) "Bank Affiliate" shall mean any "Affiliate" of the Bank. The term "Affiliate" shall mean with respect to any Person, (a) any Person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any subsidiary of such Person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.
- (e) "Obligation(s)" shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities, rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, forward transactions, currency swap transactions, cross-currency rate swap transactions, currency options and amounts, liquidated or unliquidated, owing by the Borrower to the Bank or any Bank Affiliate at any time, of each and every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Borrower to the Bank or any Bank Affiliate; or are due indirectly by the Borrower to the Bank or any Bank Affiliate as endorser, guarantor or other surety, or as borrower of obligations due third persons which have been endorsed or assigned to the Bank or any Bank Affiliate, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or contracted, including, without limitation, payment when due of all amounts outstanding respecting any of the Loan

Documents. Said term shall also include all interest and other charges chargeable to the Borrower or due from the Borrower to the Bank or any Bank Affiliate from time to time and all costs and expenses referred to in this Agreement, as well as any other debts, liabilities or obligations owing to Bank or any Bank Affiliate in connection with any lockbox, cash management, or other services (including electronic funds transfers or automated clearing house transactions).

- (f) "Person" or "party" shall mean individuals, partnerships, corporations, limited liability companies and all other entities.

All words and terms used in this Agreement other than those specifically defined herein shall have the meanings accorded to them in the Code.

2.3 Ordinary Course of Business. The Bank hereby authorizes and permits the Borrower to hold, process, sell, use or consume in the manufacture or processing of finished goods, or otherwise dispose of inventory for fair consideration, all in the ordinary course of the Borrower's business, excluding, without limitation, sales to creditors or in bulk or sales or other dispositions occurring under circumstances which would or could create any lien or interest adverse to the Bank's security interest or other right hereunder in the proceeds resulting therefrom. The Bank also hereby authorizes and permits the Borrower to receive from the Debtors all amounts due as proceeds of the Collateral at the Borrower's own cost and expense, and also liability, if any, subject to the direction and control of the Bank at all times; and the Bank may at any time, without cause or notice, and whether or not an Event of Default has occurred or demand has been made, terminate all or any part of the authority and permission herein or elsewhere in this Agreement granted to the Borrower with reference to the Collateral, and notify Debtors to make all payments due as proceeds of the Collateral to the Bank. Until Bank shall otherwise notify Borrower, all proceeds of and collections of Collateral shall be retained by Borrower and used solely for the ordinary and usual operation of Borrower's business. From and after notice by Bank to Borrower, all proceeds of and collections of the Collateral shall be held in trust by Borrower for Bank and shall not be commingled with Borrower's other funds or deposited in any Bank account of Borrower; and Borrower agrees to deliver to Bank on the dates of receipt thereof by Borrower, duly endorsed to Bank or to bearer, or assigned to Bank, as may be appropriate, all proceeds of the Collateral in the identical form received by Borrower.

2.4 Allowances. Absent an Event of Default the Borrower may grant such allowances or other adjustments to Debtors (exclusive of extending the time for payment of any item which shall not be done without first obtaining the Bank's written consent in each instance) as the Borrower may reasonably deem to accord with sound business practice, including, without limiting the generality of the foregoing, accepting the return of all or any part of the inventory (subject to the provisions set forth in this Agreement with reference to returned inventory).

2.5 Records. The Borrower shall hold its books and records relating to the Collateral segregated from all the Borrower's other books and records in a manner satisfactory to the Bank; and shall deliver to the Bank from time to time promptly at its request all invoices, original documents of title, contracts, chattel paper, instruments and any other writings relating thereto, and other evidence of performance of contracts, or evidence of shipment or delivery of the merchandise or of the rendering of services; and the Borrower will deliver to the Bank promptly at the Bank's request from time to time additional copies of any or all of such papers or writings, and such other information with respect to any of the Collateral and such schedules of inventory, schedules of accounts and such other writings as the Bank may in its sole discretion deem to be necessary or effectual to evidence any loan hereunder or the Bank's security interest in the Collateral.

2.6 Legends. The Borrower shall promptly make, stamp or record such entries or legends on the Borrower's books and records or on any of the Collateral (including, without limitation, chattel paper) as Bank shall request from time to time, to indicate and disclose that Bank has a security interest in such Collateral.

2.7 Inspection. The Bank, or its representatives, at any time and from time to time, shall have the right at the sole cost and expense of Borrower, and the Borrower will permit the Bank and/or its representatives: (a) to examine, check, make copies of or extracts from any of the Borrower's books, records and files (including, without limitation, orders and original correspondence); (b) to perform field exams or otherwise inspect and examine the Collateral and to check, test or appraise the same as to quality, quantity, value and condition; and (c) to verify the Collateral or any portion or portions thereof or the Borrower's compliance with the provisions of this Agreement.

2.8 Purchase Money Security Interests. To the extent the Borrower uses proceeds of any loans to purchase Collateral, the repayment of such loans shall be on a first-in-first-out basis so that the portion of the loan used to purchase a particular item of Collateral shall be repaid in the order in which Borrower purchased such item of Collateral.

2.9 Search Reports. Bank shall receive prior to the date of this Agreement UCC search results under all names used by the Borrower during the prior five (5) years, from each jurisdiction where any Collateral is located, from the State, if any, where the Borrower is organized and registered (as such terms are used in the Code), and the State where the Borrower's chief executive office is located. The search results shall confirm that the security interest in the Collateral granted Bank hereunder is prior to all other security interests in favor of any other person.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 Organization and Qualification. Borrower is a duly formed and validly existing unincorporated association under the laws of the State of its formation, with the exact legal name set forth in the first paragraph of this Agreement. Borrower is in good standing under the laws of said State, has the power to own its property and conduct its business as now conducted and as currently proposed to be conducted, and is duly qualified to do business under the laws of each state where the nature of the business done or property owned requires such qualification.

3.2 Related Parties. Borrower has no interest in any entities other than as previously specifically consented to in writing by the Bank, if any, and the Borrower has never consolidated, merged or acquired substantially all of the assets of any other entity or person other than as previously specifically consented to in writing by the Bank, if any.

3.3 Records. Borrower's organizational documents and all amendments thereto are in proper order. All members were and are properly issued and all books and records of the Borrower, including but not limited to its minute books and books of account, are accurate and up to date and will be so maintained.

3.4 Title to Properties; Absence of Liens. Borrower has good and clear record and marketable title to all of its properties and assets, and all of its properties and assets including the Collateral are free and clear of all mortgages, liens, pledges, charges, encumbrances and setoffs, other than the security interest granted to the Bank and those mortgages, deeds of trust, leases of personal property and security interests previously specifically consented to in writing by the Bank.

3.5 Places of Business. Borrower's chief executive office is correctly stated in the preamble to this Agreement, and Borrower shall, during the term of this Agreement, keep the Bank currently and accurately informed in writing of each of its other places of business, and shall not change the location of such chief executive office or open or close, move or change any existing or new place of business without giving the Bank at least thirty (30) days prior written notice thereof.

3.6 Valid Obligations. The execution, delivery and performance of the Loan Documents have been duly authorized by all necessary membership action and each Loan Document represents a legal, valid and binding obligation of Borrower and is fully enforceable according to its terms, except as limited by laws relating to the enforcement of creditors' rights.

3.7 Conflicts. There is no provision in Borrower's organizational or charter documents, if any, or in any indenture, contract or agreement to which Borrower is a party which prohibits, limits or restricts the execution, delivery or performance of the Loan Documents.

3.8 Governmental Approvals. The execution, delivery and performance of the Loan Documents does not require any approval of or filing with any governmental agency or authority.

3.9 Litigation, etc. There are no actions, claims or proceedings pending or to the knowledge of Borrower threatened against Borrower which might materially adversely affect the ability of Borrower to conduct its business or to pay or perform the Obligations.

3.10 Financial Statements. The Borrower has furnished to the Bank the following Financial Statements (the "Financial Statements"): balance sheet as of **June 30, 2013**, and statement of profit and loss for the period ending **June 30, 2013**. The balance sheet fairly presents the condition of the Borrower at the date thereof and the statement of profit and loss fairly presents the results of the operations of the Borrower for the period indicated, all in conformity with generally accepted accounting principles, consistently applied.

3.11 Accounts and Contract Rights. All accounts arise out of legally enforceable and existing contracts, and represent unconditional and undisputed bona fide indebtedness by a Debtor, and are not and will not be subject to any discount (except such cash or trade discount as may be shown on any invoice, contract or other writing delivered to the Bank). No contract right, account, general intangible or chattel paper is or will be represented by any note or other instrument, and no contract right, account or general intangible is, or will be represented by any conditional or installment sales obligation or other chattel paper, except such instruments or chattel paper as have been or immediately upon receipt by the Borrower will be delivered to the Bank (duly endorsed or assigned), such delivery, in the case of chattel paper, to include all executed copies except those in the possession of the installment buyer and any security for or guaranty of any of the Collateral shall be delivered to the Bank immediately upon receipt thereof by the Borrower, with such assignments and endorsements thereof as the Bank may request.

3.12 Title to Collateral. At the date hereof the Borrower is (and as to Collateral that the Borrower may acquire after the date hereof, will be) the lawful owner of the Collateral, and the Collateral and each item thereof is, will be and shall continue to be free of all restrictions, liens, encumbrances or other rights, title or interests (other than the security interest therein granted to the Bank), credits, defenses, recoupments, set-offs or counterclaims whatsoever. The Borrower has and will have full power and authority to grant to the Bank a security interest in the Collateral and the Borrower has not transferred, assigned, sold, pledged, encumbered, subjected to lien or granted any security interest in, and will not transfer, assign, sell (except sales or other dispositions in the ordinary course of business in respect to inventory as expressly permitted in this Agreement), pledge, encumber, subject to lien or grant any security interest in any of the Collateral (or any of the Borrower's right, title or interest therein), to any person other than the Bank. The Collateral is and will be valid and genuine in all respects. The Borrower will warrant and defend the Bank's right to and interest in the Collateral against all claims and demands of all persons whatsoever.

3.13 Location of Collateral. Except for sale, processing, use, consumption or other disposition in the ordinary course of business, the Borrower will keep all inventory and equipment only at locations specified in this Agreement or specified to the Bank in writing. The Borrower shall, during the term of this Agreement, keep the Bank currently and accurately informed in writing of each location where the Borrower's records relating to its accounts and contract rights, respectively, are kept, and shall not remove such records or any of them to another location without giving the Bank at least thirty (30) days prior written notice thereof.

3.14 Third Parties. The Bank shall not be deemed to have assumed any liability or responsibility to the Borrower or any third person for the correctness, validity or genuineness of any instruments or documents that may be released or endorsed to the Borrower by the Bank (which shall automatically be

deemed to be without recourse to the Bank in any event) or for the existence, character, quantity, quality, condition, value or delivery of any goods purporting to be represented by any such documents; and the Bank, by accepting such security interest in the Collateral, or by releasing any Collateral to the Borrower, shall not be deemed to have assumed any obligation or liability to any supplier or Debtor or to any other third party, and the Borrower agrees to indemnify and defend the Bank and hold it harmless in respect to any claim or proceeding arising out of any matter referred to in this paragraph.

3.15 Payment of Accounts. Each account or other item of Collateral, other than inventory and equipment, will be paid in full on or before the date shown as its due date in the schedule of Collateral, in the copy of the invoice(s) relating to the account or other Collateral or in contracts relating thereto. Upon any suspension of business, assignment or trust mortgage for the benefit of creditors, dissolution, petition in receivership or under any chapter of the Bankruptcy Code as amended from time to time by or against any Debtor, any Debtor becoming insolvent or unable to pay its debts as they mature or any other act of the same or different nature amounting to a business failure, the Borrower will immediately notify the Bank thereof.

3.16 Changes. Since the date of the Financial Statements, there have been no changes in the assets, liabilities, financial condition or business of the Borrower, other than changes in the ordinary course of business, the effect of which have, in the aggregate, been materially adverse.

3.17 Taxes. The Borrower has filed all Federal, state and other tax returns required to be filed (except for such returns for which current and valid extensions have been filed), and all taxes, assessments and other governmental charges due from the Borrower have been fully paid. The Borrower has established on its books reserves adequate for the payment of all Federal, state and other tax liabilities (if any).

3.18 Use of Proceeds. No portion of any loan is to be used for (i) the purpose of purchasing or carrying any "margin security" or "margin stock" as such terms are used in Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. 221 and 224 or (ii) primarily personal, family or household purposes. The Collateral is not used or acquired primarily for personal, family or household purposes.

3.19 Anti-Terrorism Laws. (a) Neither Borrower nor any Affiliate of Borrower is in violation of any statute, treaty, law (including common law), ordinance, regulation, rule, order, opinion, release, injunction, writ, decree or award of any Governmental Authority relating to terrorism or money laundering, including Executive Order No. 13224 and the USA Patriot Act (collectively, "Anti-Terrorism Law") or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. (b) Neither Borrower nor any Affiliate of Borrower, or to Borrower's knowledge, any of its respective agents acting or benefiting in any capacity in connection with the Loans, Letters of Credit or other transactions hereunder, is any of the following (each a "Blocked Person"): (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224; (iii) a Person with which Bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224; (v) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (vi) a Person who is affiliated with a Person listed above.

3.20 Environmental. As of the date hereof neither the Borrower nor any of Borrower's agents, employees or independent contractors (1) have caused or are aware of a release or threat of release of Hazardous Materials (as defined herein) on any of the premises or personal property owned or controlled by Borrower ("Controlled Property") or any property abutting Controlled Property ("Abutting Property"), which could give rise to liability under any Environmental Law (as defined herein) or any other Federal,

state or local law, rule or regulation; (2) have arranged for the transport of or transported any Hazardous Materials in a manner as to violate, or result in potential liabilities under, any Environmental Law; (3) have received any notice, order or demand from the Environmental Protection Agency or any other Federal, state or local agency under any Environmental Law; (4) have incurred any liability under any Environmental Law in connection with the mismanagement, improper disposal or release of Hazardous Materials; or (5) are aware of any inspection or investigation of any Controlled Property or Abutting Property by any Federal, state or local agency for possible violations of any Environmental Law.

To the best of Borrower's knowledge, neither Borrower, nor any prior owner or tenant of any Controlled Property, committed or omitted any act which caused the release of Hazardous Materials on such Controlled Property which could give rise to a lien thereon by any Federal, state or local government. No notice or statement of claim or lien affecting any Controlled Property has been recorded or filed in any public records by any Federal, state or local government for costs, penalties, fines or other charges as to such property. All notices, permits, licenses or similar authorizations, if any, required to be obtained or filed in connection with the ownership, operation, or use of the Controlled Property, including without limitation, the past or present generation, treatment, storage, disposal or release of any Hazardous Materials into the environment, have been duly obtained or filed.

Borrower agrees to indemnify and hold the Bank harmless from all liability, loss, cost, damage and expense, including attorney fees and costs of litigation, arising from any and all of its violations of any Environmental Law (including those arising from any lien by any Federal, state or local government arising from the presence of Hazardous Materials) or from the presence of Hazardous Materials located on or emanating from any Controlled Property or Abutting Property whether existing or not existing and whether known or unknown at the time of the execution hereof and regardless of whether or not caused by, or within the control of Borrower. Borrower further agrees to reimburse Bank upon demand for any costs incurred by Bank in connection with the foregoing. Borrower agrees that its obligations hereunder shall be continuous and shall survive the repayment of all debts to Bank and shall continue so long as a valid claim may be lawfully asserted against the Bank.

The term "Hazardous Materials" includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Law or that may have a negative impact on human health or the environment, including but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives.

The term "Environmental Law" means any present and future Federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Materials, relating to liability for or costs of remediation or prevention of releases of Hazardous Materials or relating to liability for or costs of other actual or threatened danger to human health or the environment. The term "Environmental Law" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act.

#### 4. AFFIRMATIVE COVENANTS

4.1 Payments and Performance. Borrower will duly and punctually pay all Obligations becoming due to the Bank and will duly and punctually perform all Obligations on its part to be done or performed under this Agreement.

4.2 Books and Records: Inspection. Borrower will at all times keep proper books of account in which full, true and correct entries will be made of its transactions in accordance with generally accepted accounting principles, consistently applied and which are, in the opinion of a Certified Public Accountant acceptable to Bank, adequate to determine fairly the financial condition and the results of operations of Borrower. Borrower will at all reasonable times make its books and records available in its offices for inspection, examination and duplication by the Bank and the Bank's representatives and will permit inspection of the Collateral and all of its properties by the Bank and the Bank's representatives. Borrower will from time to time furnish the Bank with such information and statements as the Bank may request in its sole discretion with respect to the Obligations or the Bank's security interest in the Collateral. Borrower shall, during the term of this Agreement, keep the Bank currently and accurately informed in writing of each location where Borrower's records relating to its accounts and contract rights are kept, and shall not remove such records to another location without giving the Bank at least thirty (30) days prior written notice thereof.

4.3 Financial Statements. Borrower will furnish to Bank:

- (a) as soon as available to Borrower, but in any event on or before **November 30th** after the close of each fiscal year, a full and complete signed copy of financial statements, prepared by certified public accountants acceptable to Bank, which shall include a balance sheet of the Borrower, as at the end of such year, statement of cash flows and statement of profit and loss of the Borrower reflecting the results of its operations during such year, bearing the opinion of such certified public accountants and prepared on an audited basis in accordance with generally accepted accounting principles, consistently applied together with any so-called management letter;
- (b) on or before **June 15th** after the close of each fiscal year, financial projections and cash flow reports including projected borrowing through the current fiscal year;
- (c) on or before **June 15th** after end of each fiscal year Borrower shall deliver minutes from the annual budget meeting showing satisfactory approval from the Town of Monroe and the Town of Trumbull of the District budget, including debt coverage ratio of the Bank's debt;
- (d) from time to time, such financial data and information about Borrower as Bank may reasonably request; and
- (e) any financial data and information about any guarantors of the Obligations as Bank may reasonably request.

4.4 Conduct of Business. The Borrower will maintain its existence in good standing and comply with all laws and regulations of the United States and of any state or states thereof and of any political subdivision thereof, and of any governmental authority which may be applicable to it or to its business; provided that this covenant shall not apply to any tax, assessment or charge which is being contested in good faith and with respect to which reserves have been established and are being maintained.

4.5 Notice to Account Debtors. The Borrower agrees, at the request of the Bank, to notify all or any of the Debtors in writing of the Bank's security interest in the Collateral in whatever manner the Bank requests and, hereby authorizes the Bank to notify all or any of the Debtors of the Bank's security interest in the Borrower's accounts at the Borrower's expense.

4.6 Contact with Accountant. The Borrower hereby authorizes the Bank to directly contact and communicate with any accountant employed by Borrower in connection with the review and/or maintenance of Borrower's books and records or preparation of any financial reports delivered by or at the request of Borrower to Bank.

4.7 Operating and Deposit Accounts. The Borrower agrees to maintain with the Bank its primary operating and/or deposit accounts.

4.8 Taxes. Borrower will promptly pay all real and personal property taxes, assessments and charges and all franchise, income, unemployment, retirement benefits, withholding, sales and other taxes assessed against it or payable by it before delinquent; provided that this covenant shall not apply to any tax assessment or charge which is being contested in good faith and with respect to which reserves have been established and are being maintained. The Bank may, at its option, from time to time, discharge any taxes, liens or encumbrances of any of the Collateral, and the Borrower will pay to the Bank on demand or the Bank in its sole discretion may charge to the Borrower all amounts so paid or incurred by it.

4.9 Maintenance. Borrower will keep and maintain the Collateral and its other properties, if any, in good repair, working order and condition. Borrower will immediately notify the Bank of any loss or damage to or any occurrence which would adversely affect the value of any Collateral. The Bank may, at its option, from time to time, take any other action that the Bank may deem proper to repair, maintain or preserve any of the Collateral, and the Borrower will pay to the Bank on demand or the Bank in its sole discretion may charge to the Borrower all amounts so paid or incurred by it.

4.10 Insurance. Borrower will maintain in force property and casualty insurance on all Collateral and any other property of the Borrower, if any, against risks customarily insured against by companies engaged in businesses similar to that of the Borrower containing such terms and written by such companies as may be satisfactory to the Bank, such insurance to be payable to the Bank as its interest may appear in the event of loss and to name the Bank as insured pursuant to a standard loss payee clause; no loss shall be adjusted thereunder without the Bank's approval; and all such policies shall provide that they may not be canceled without first giving at least Thirty (30) days written notice of cancellation to the Bank. In the event that the Borrower fails to provide evidence of such insurance, the Bank may, at its option, secure such insurance and charge the cost thereof to the Borrower. At the option of the Bank, all insurance proceeds received from any loss or damage to any of the Collateral shall be applied either to the replacement or repair thereof or as a payment on account of the Obligations. From and after the occurrence of an Event of Default, the Bank is authorized to cancel any insurance maintained hereunder and apply any returned or unearned premiums, all of which are hereby assigned to the Bank, as a payment on account of the Obligations.

4.11 Notification of Default. Immediately upon becoming aware of the existence of any condition or event which constitutes an Event of Default, or any condition or event which would upon notice or lapse of time, or both, constitute an Event of Default, Borrower shall give Bank written notice thereof specifying the nature and duration thereof and the action being or proposed to be taken with respect thereto.

4.12 Notification of Material Litigation. Borrower will immediately notify the Bank in writing of any litigation or of any investigative proceedings of a governmental agency or authority commenced or threatened against it which would or might be materially adverse to the financial condition of Borrower or any guarantor of the Obligations.

4.13 Pension Plans. With respect to any pension or benefit plan maintained by Borrower, or to which Borrower contributes ("Plan"), the benefits under which are guaranteed, in whole or in part, by the Pension Benefit Guaranty Corporation created by the Employee Retirement Income Security Act of 1974, P.L. 93-406, as amended ("ERISA") or any governmental authority succeeding to any or all of the functions of the Pension Benefit Guaranty Corporation ("Pension Benefit Guaranty Corporation"),

Borrower will (a) fund each Plan as required by the provisions of Section 412 of the Internal Revenue Code of 1986, as amended; (b) cause each Plan to pay all benefits when due; (c) furnish Bank (i) promptly with a copy of any notice of each Plan's termination sent to the Pension Benefit Guaranty Corporation (ii) no later than the date of submission to the Department of Labor or to the Internal Revenue Service, as the case may be, a copy of any request for waiver from the funding standards or extension of the amortization periods required by Section 412 of the Internal Revenue Code of 1986, as amended and (iii) notice of any Reportable Event as such term is defined in ERISA; and (d) subscribe to any contingent liability insurance provided by the Pension Benefit Guaranty Corporation to protect against employer liability upon termination of a guaranteed pension plan, if available to Borrower.

## 5. NEGATIVE COVENANTS

5.1 Financial Covenants. The Borrower will not at any time or during any fiscal period (as applicable) fail to be in compliance with any of the financial covenants in this section.

(a) Definitions. The following definitions shall apply to this Section:

(i) "GAAP" shall mean Generally Accepted Accounting Principles in effect from time to time in the United States.

(ii) "Debt Service Coverage Ratio - Pre Distributions" shall mean changes in unrestricted assets (excluding unrealized gains or losses on investments and inclusive of unfinanced capital expenditures) plus interest expense, plus depreciation and amortization; divided by interest expense plus current maturities of long-term debt.

(b) Debt Service Coverage Ratio - Pre Distributions. The Borrower shall not permit its Debt Service Coverage Ratio - Pre Distributions to be less than **1.0** to 1.0 for any fiscal year.

5.2 Limitations on Indebtedness. Borrower shall not issue any evidence of indebtedness or create, assume, guarantee, become contingently liable for, or suffer to exist indebtedness in addition to indebtedness to the Bank, except indebtedness or liabilities of Borrower, other than for money borrowed, incurred or arising in the ordinary course of business.

5.3 Loans or Advances. Borrower shall not make any loans or advances to any individual, partnership, corporation, limited liability company, trust, or other organization or person, including without limitation its members and employees; provided, however, that Borrower may make advances to its employees, including its officers, with respect to expenses incurred or to be incurred by such employees in the ordinary course of business which expenses are reimbursable by Borrower; and provided further, however, that Borrower may extend credit in the ordinary course of business in accordance with customary trade practices.

5.4 Distributions. Borrower shall not, without prior written permission of the Bank, make any distribution to any of Borrower's members in cash or in property or redeem, purchase or otherwise acquire, directly or indirectly, any member interests.

5.5 Investments. The Borrower shall not make investments in, or advances to, any individual, partnership, corporation, limited liability company, trust or other organization or person other than as previously specifically consented to in writing by the Bank. The Borrower will not purchase or otherwise invest in or hold securities, nonoperating real estate or other nonoperating assets or purchase all or substantially all the assets of any entity other than as previously specifically consented to in writing by the Bank.

5.6 Merger. Borrower shall not merge or consolidate or be merged or consolidated with or into any other entity.

5.7 Capital Expenditures. The Borrower shall not, directly or indirectly, make or commit to make capital expenditures by lease, purchase, or otherwise, except in the ordinary and usual course of business for the purpose of replacing machinery, equipment or other personal property which, as a consequence of wear, duplication or obsolescence, is no longer used or necessary in the Borrower's business.

5.8 Sale of Assets. Borrower shall not sell, lease or otherwise dispose of any of its assets, except in the ordinary and usual course of business and except for the purpose of replacing machinery, equipment or other personal property which, as a consequence of wear, duplication or obsolescence, is no longer used or necessary in the Borrower's business, provided that fair consideration is received therefor; provided, however, in no event shall the Borrower sell, lease or otherwise dispose of any equipment purchased with the proceeds of any loans made by the Bank.

5.9 Restriction on Liens. Borrower shall not grant any security interest in, or mortgage of, any of its properties or assets including the Collateral. Borrower shall not enter into any agreement with any person other than the Bank that prohibits the Borrower from granting any security interest in, or mortgage of, any of its properties or assets including the Collateral.

5.10 Other Business. Borrower shall not engage in any business other than the business in which it is currently engaged or a business reasonably allied thereto.

5.11 Change of Name, etc. Borrower shall not change its legal name or the State or the type of its formation, without giving the Bank at least 30 days prior written notice thereof.

## 6. DEFAULT

6.1 Default. "Event of Default" shall mean the occurrence of one or more of any of the following events:

- (a) default of any liability, obligation, covenant or undertaking of the Borrower or any guarantor of the Obligations to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower or any guarantor of the Obligations under any other Loan Document or any other agreement with the Bank continuing for 15 days with respect to any default (other than with respect to the payment of money for which there is no grace period);
- (b) failure of the Borrower or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Bank continuing for 15 days;
- (c) default of any material liability, obligation or undertaking of the Borrower or any guarantor of the Obligations to any other party continuing for 15 days;
- (d) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Borrower or any guarantor of the Obligations shall be determined by the Bank to have been false or misleading in any material respect when made;
- (e) if the Borrower or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (f) the death of the Borrower or any guarantor of the Obligations and, if the Borrower or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;

- (g) the institution by or against the Borrower or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Borrower or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Borrower or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (h) the service upon the Bank of a writ in which the Bank is named as trustee of the Borrower or any guarantor of the Obligations;
- (i) a judgment or judgments for the payment of money shall be rendered against the Borrower or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (j) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower or any guarantor of the Obligations;
- (k) the termination or revocation of any guaranty of the Obligations; or
- (l) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower or any guarantor of the Obligations to the Bank has been or may be impaired.

6.2 Acceleration. If an Event of Default shall occur, at the election of the Bank, all Obligations shall become immediately due and payable without notice or demand, except with respect to Obligations payable on DEMAND, which shall be due and payable on DEMAND, whether or not an Event of Default has occurred.

The Bank is hereby authorized, at its election, after an Event of Default or after Demand, without any further demand or notice except to such extent as notice may be required by applicable law, to take possession and/or sell or otherwise dispose of all or any of the Collateral at public or private sale; and the Bank may also exercise any and all other rights and remedies of a secured party under the Code or which are otherwise accorded to it in equity or at law, all as Bank may determine, and such exercise of rights in compliance with the requirements of law will not be considered adversely to affect the commercial reasonableness of any sale or other disposition of the Collateral. If notice of a sale or other action by the Bank is required by applicable law, unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Borrower agrees that ten (10) days written notice to the Borrower, or the shortest period of written notice permitted by such law, whichever is smaller, shall be sufficient notice; and that to the extent permitted by law, the Bank, its officers, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is the subject of widely distributed standard price quotations. Any sale (public or private) shall be without warranty and free from any right of redemption, which the Borrower shall waive and release after default upon the Bank's request therefor, and may be free of any warranties as to the Collateral if Bank shall so decide. No purchaser at any sale (public or private) shall be responsible for the application of the purchase money. Any balance of the net proceeds of sale remaining after paying all Obligations of the Borrower to the Bank shall be returned to such other party as may be legally entitled thereto; and if there is a deficiency, the Borrower shall be responsible for repayment of the same, with interest. Upon demand by the Bank, the Borrower shall assemble the Collateral and make it available to the Bank at a place designated by the Bank which is reasonably convenient to the Bank and the Borrower. The Borrower hereby acknowledges that the Bank has extended credit and other financial accommodations to the Borrower upon reliance of the Borrower's granting the Bank the rights and remedies contained in this

Agreement including without limitation the right to take immediate possession of the Collateral upon the occurrence of an Event of Default or after DEMAND with respect to Obligations payable on DEMAND and the Borrower hereby acknowledges that the Bank is entitled to equitable and injunctive relief to enforce any of its rights and remedies hereunder or under the Code and the Borrower hereby waives any defense to such equitable or injunctive relief based upon any allegation of the absence of irreparable harm to the Bank.

The Bank shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guarantees of, the Obligations or any of them, or to resort to such security or guarantees in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may do so, the Borrower hereby agrees that it will not invoke and irrevocably waives the benefits of any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Bank's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed. Except as required by applicable law, the Bank shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof.

6.3 Power of Attorney. The Borrower hereby irrevocably constitutes and appoints the Bank as the Borrower's true and lawful attorney, with full power of substitution, at the sole cost and expense of the Borrower but for the sole benefit of the Bank, upon the occurrence of an Event of Default or after DEMAND with respect to Obligations payable on DEMAND, to convert the Collateral into cash, including, without limitation, completing the manufacture or processing of work in process, and the sale (either public or private) of all or any portion or portions of the inventory and other Collateral; to enforce collection of the Collateral, either in its own name or in the name of the Borrower, including, without limitation, executing releases or waivers, compromising or settling with any Debtors and prosecuting, defending, compromising or releasing any action relating to the Collateral; to receive, open and dispose of all mail addressed to the Borrower and to take therefrom any remittances or proceeds of Collateral in which the Bank has a security interest; to notify Post Office authorities to change the address for delivery of mail addressed to the Borrower to such address as the Bank shall designate; to endorse the name of the Borrower in favor of the Bank upon any and all checks, drafts, money orders, notes, acceptances or other instruments of the same or different nature; to sign and endorse the name of the Borrower on and to receive as secured party any of the Collateral, any invoices, freight or express receipts, or bills of lading, storage receipts, warehouse receipts, or other documents of title of the same or different nature relating to the Collateral; to sign the name of the Borrower on any notice of the Debtors or on verification of the Collateral; and to sign, if necessary, and file or record on behalf of the Borrower any financing or other statement in order to perfect or protect the Bank's security interest. The Bank shall not be obliged to do any of the acts or exercise any of the powers hereinabove authorized, but if the Bank elects to do any such act or exercise any such power, it shall not be accountable for more than it actually receives as a result of such exercise of power, and it shall not be responsible to the Borrower except for its own gross negligence or willful misconduct. All powers conferred upon the Bank by this Agreement, being coupled with an interest, shall be irrevocable so long as any Obligation of the Borrower or any guarantor or surety to the Bank shall remain unpaid or the Bank is obligated under this Agreement to extend any credit to the Borrower.

6.4 Nonexclusive Remedies. All of the Bank's rights and remedies not only under the provisions of this Agreement but also under any other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.

6.5 Reassignment to Borrower. Whenever the Bank deems it desirable that any legal action be instituted with respect to any Collateral or that any other action be taken in any attempt to effectuate collection of any Collateral, the Bank may reassign the item in question to the Borrower (and if the Bank shall execute any such reassignment, it shall automatically be deemed to be without recourse to the Bank

in any event) and require the Borrower to proceed with such legal or other action at the Borrower's sole liability, cost and expense, in which event all amounts collected by the Borrower on such item shall nevertheless be subject to the Bank's security interest.

## 7. MISCELLANEOUS

7.1 Waivers. The Borrower waives notice of intent to accelerate, notice of acceleration, notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations, and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof.

7.2 Waiver of Homestead. To the maximum extent permitted under applicable law, the Borrower hereby waives and terminates any homestead rights and/or exemptions respecting any of its property under the provisions of any applicable homestead laws, including without limitation, Section 52-352b of the Connecticut General Statutes Annotated.

7.3 Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

7.4 Deposit Collateral. The Borrower hereby grants to the Bank a continuing lien and security interest in any and all deposits or other sums at any time credited by or due from the Bank or any Bank Affiliate to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of the Bank or any Bank Affiliate, whether for safekeeping or otherwise, or in transit to or from the Bank or any Bank Affiliate (regardless of the reason the Bank or Bank Affiliate had received the same or whether the Bank or Bank Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to the Bank or any Bank Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to the Bank or any Bank Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank or any Bank Affiliate.

7.5 Indemnification. The Borrower shall indemnify, defend and hold the Bank and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by the Borrower, any guarantor or endorser of the Obligations, or any other person (as well as from reasonable attorneys' fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower, or any guarantor or endorser of the Obligations (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's election, but at the expense of the Borrower), except for any claim arising out of the gross negligence or willful misconduct of the Bank. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by the Bank in favor of the Borrower.

7.6 Costs and Expenses. The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in establishing, maintaining, protecting or enforcing any of the Bank's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by the Bank in defending the Bank's security interest in, title or right to the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Obligations.

7.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

7.8 Complete Agreement. This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

7.9 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until released in writing by the Bank. The Bank may transfer and assign this Agreement and deliver the Collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the Collateral. The Borrower may not assign or transfer any of its rights or obligations under this Agreement. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

7.10 Further Assurances. Borrower will from time to time execute and deliver to Bank such documents, and take or cause to be taken, all such other or further action, as Bank may request in order to effect and confirm or vest more securely in Bank all rights contemplated by this Agreement and the other Loan Documents (including, without limitation, to correct clerical errors) or to vest more fully in or assure to the Bank the security interest in the Collateral granted to the Bank by this Agreement or to comply with applicable statute or law and to facilitate the collection of the Collateral (including, without limitation, the execution of stock transfer orders and stock powers, endorsement of promissory notes and instruments and notifications to obligors on the Collateral). To the extent permitted by applicable law, Borrower authorizes the Bank to file financing statements, continuation statements or amendments, and any such financing statements, continuation statements or amendments may be filed at any time in any jurisdiction. Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto which contain any information required by the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to Bank promptly upon request. In addition, Borrower shall at any time and from time to time take such steps as Bank may reasonably request for Bank (i) to obtain an acknowledgment, in form and substance satisfactory to Bank, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for Bank, (ii) to obtain "control" (as defined in the Code) of any Collateral comprised of deposit accounts, electronic chattel paper, letter of credit rights or investment property, with any agreements establishing control to be in form and substance satisfactory to Bank, and (iii) otherwise to insure the continued perfection and priority of Bank's security interest in any of the Collateral and the preservation of its rights therein. Borrower hereby constitutes Bank its attorney-in-fact to execute, if necessary, and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Agreement terminates in accordance with its terms, all Obligations are irrevocably paid in full and the Collateral is released.

The Borrower agrees to execute, re-execute, cause any Guarantor(s) or other third party(ies) involved in the loan transaction to execute and/or re-execute and to deliver to Bank or its legal counsel, as may be deemed appropriate, any document or instrument signed in connection with the Loan(s) which was incorrectly drafted and/or signed, as well as any document or instrument which should have been signed at or prior to the closing of the Loan(s), but which was not so signed and delivered. Borrower agrees to comply with any written request by Bank within ten (10) days after receipt by Borrower of such request. Failure by Borrower to so comply shall, at the option of Bank, upon notice to Borrower, constitute an event of default under the Loan(s). The Borrower authorizes the Bank to make any credit inquiries Bank deems necessary and authorizes any person or credit reporting agency to give Bank a copy of the Borrower's credit report and any other financial information it may have.

7.11 Amendments and Waivers. This Agreement may be amended and Borrower may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if Borrower shall

obtain the Bank's prior written consent to each such amendment, action or omission to act. No course of dealing and no delay or omission on the part of Bank in exercising any right hereunder shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Bank on any future occasion.

7.12 Terms of Agreement. This Agreement shall continue in full force and effect so long as any Obligations or obligation of Borrower to Bank shall be outstanding, or the Bank shall have any obligation to extend any financial accommodation hereunder, and is supplementary to each and every other agreement between Borrower and Bank and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Bank or any of the liabilities, obligations or undertakings of Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between Borrower and the Bank be construed to limit or otherwise derogate from any of the rights or remedies of Bank or any of the liabilities, obligations or undertakings of Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.

7.13 Notices. Any notice under or pursuant to this Agreement shall be a signed writing or other authenticated record (within the meaning of Article 9 of the Code). Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Agreement or as any party may from time to time designate by written notice to the other party; notwithstanding the foregoing notices to the Bank with respect to accounting and collateral release and notices to the Trustee pursuant to a Deed of Trust shall be sent to the Bank as follows: Attention: VP Loan Servicing, Loan Services, 6000 Atrium Way, Mt. Laurel NJ 08054.

7.14 Governing Law. This Agreement shall take effect as a sealed instrument and has been executed or completed and/or is to be performed in Connecticut, and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the laws of Connecticut without giving effect to the conflicts of laws principles thereof.

7.15 Reproductions. This Agreement and all documents which have been or may be hereinafter furnished by Borrower to the Bank may be reproduced by the Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

7.16 Publicity and Signage. The Bank, in its sole discretion, shall have the right to announce and publicize the source of financing made pursuant to this Agreement, as it deems appropriate, by means and media selected by the Bank. Such publication shall include all pertinent information relating to such financing, including without limitation, the term, purpose, pricing, loan amount, name of borrowing entity and location of property. The Bank shall also have the right to display a sign at any real property respecting which the Bank has a security interest which indicates that the Bank is providing the financing. If such sign is provided, the Borrower shall cause the sign to be displayed as requested by the Bank and shall maintain such display during the period requested by the Bank. The form and content of the sign and/or published information shall be in the sole discretion of the Bank and shall be considered the sole and exclusive property of the Bank. All expenses related to publicizing the financing shall be the sole responsibility of the Bank.

7.17 Cancellation Fees. All fees required to cancel, satisfy or terminate the collateral documents securing this Loan shall be paid by Borrower at the time of payoff of the Loan.

7.18 Jurisdiction and Venue. Borrower irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Connecticut, over any suit, action or proceeding arising out of or relating to this Agreement. Borrower irrevocably waives, to the fullest extent it may effectively do so under

applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Borrower hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's address shown in this Agreement or as notified to the Bank and (ii) by serving the same upon the Borrower in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Borrower.

7.19 JURY WAIVER. THE BORROWER AND BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE BORROWER CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

7.20 PREJUDGMENT REMEDY WAIVER. BORROWER HEREBY REPRESENTS, COVENANTS AND AGREES THAT THE PROCEEDS OF THE LOAN SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT SUCH LOAN IS A COMMERCIAL TRANSACTION AS DEFINED BY THE STATUTES OF THE STATE OF CONNECTICUT. BORROWER HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES ANNOTATED, SECTION 52-278A ET. SEQ., AS AMENDED, OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES BANK MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. MORE SPECIFICALLY, BORROWER ACKNOWLEDGES THAT BANK'S ATTORNEY MAY, PURSUANT TO CONNECTICUT GENERAL STATUTES ANNOTATED, SECTION 52-278F, ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. BORROWER ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY BY BANK'S ATTORNEY, AND BANK ACKNOWLEDGES BORROWER'S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT. BORROWER FURTHER HEREBY WAIVES ANY REQUIREMENT OR OBLIGATION OF BANK TO POST A BOND OR OTHER SECURITY IN CONNECTION WITH ANY PREJUDGMENT REMEDY OBTAINED BY BANK AND WAIVES ANY OBJECTIONS TO ANY PREJUDGMENT REMEDY OBTAINED BY BANK BASED ON ANY OFFSETS, CLAIMS, DEFENSES OR COUNTERCLAIMS OF BORROWER OR ANY OTHER OBLIGATED PARTY TO ANY ACTION BROUGHT BY BANK. BORROWER ACKNOWLEDGES AND AGREES THAT ALL OF THE WAIVERS CONTAINED IN THIS SECTION HAVE BEEN MADE KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF ITS COUNSEL.

Executed as an instrument under seal as of April 8, 2014.

Borrower:

Trumbull Monroe Health District

By: \_\_\_\_\_  
Lawrence Dinkes, Board Director

By: \_\_\_\_\_  
Patrice A. Sulik, Director

Accepted: TD Bank, N.A.

By: \_\_\_\_\_  
Name: Gregory Pastor  
Title: Duly Authorized Representative

JAMES J. MAHER (1931-1998)  
THOMAS M. MURTHA  
MARK A. PERKINS  
PETER G. KARAYIANNIS

MAHER AND MURTHA, LLC  
ATTORNEYS AND COUNSELORS AT LAW  
528 CLINTON AVENUE  
BRIDGEPORT, CONNECTICUT 06605-1729  
TELEPHONE 203-367-2700  
FACSIMILE 203-335-0589

PLEASE REPLY TO:  
P.O. BOX 901  
BRIDGEPORT, CT 06601-0901

[mperkins@maherandmurtha.com](mailto:mperkins@maherandmurtha.com)

April 7, 2014

TD Bank, N.A.  
40 Danbury Road  
Wilton, CT 06897

RE: **Trumbull Monroe Health District  
Commercial Term Loan**

To whom it may concern,

Maher and Murtha, LLC has been asked to provide TD Bank, with an opinion with regard to various issues relating to the Trumbull Monroe Health District's (Hereinafter referred to as the Health District.) application for a commercial loan. This letter is written in response to questions posed in the TD Bank's Terms and Conditions of Credit Accommodation letter dated March 14, 2014. Specifically, the letter seeks a legal opinion on the following issues:

1. **Is the borrower duly formed?** The Health District is properly formed. The Towns of Trumbull and Monroe formed the Health District pursuant to Conn. Gen. Stat. §19a-241(a). On January 8, 2004, the Town of Trumbull passed Resolution TC20-17, agreeing to unite with the Town of Monroe to form the Health District. On or about January 26, 2004, the Town of Monroe passed an ordinance agreeing to unite with the Town of Trumbull to create the Health District.
2. **Have all loan documents been validly authorized and executed by and on behalf of the Borrower?** The loan documents have been executed by Patrice A. Sulik in her official capacity as Director of Health for the Health District, and Lawrence Dinkes, in his official capacity as a member of the Board of Directors. Patrice Sulik as Director of the Health Department and Lawrence Dinkes as a member of the Board of Directors are authorized to execute the

documents pursuant to Trumbull's Resolution, Monroe's Ordinance and Conn. Gen. Stat. § 19a-243.

3. Are the loan documents valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements? The loan documents are legal, valid and binding. The loan documents are enforceable against the Health District and do not violate the Health District's organizational documents.
4. Do the loan documents create perfected liens and security interest in the real and personal property collateral? The loan documents, in particularly the UCC Financing Statement, create a perfected lien in the Health District's tangible and non-tangible personal property.
5. Pursuant to Conn. Gen. State. §19a-246(c), is the Health District required to fully satisfy its obligation to the Bank if the Health District should cease to exist? Pursuant to the aforementioned statute the Health District cannot cease to exist until such time that it makes payment or provision for payment of any outstanding balance owed to the Bank on this commercial loan.

This letter attempts to address all the issues presented in your letter of March 14, 2014. Please contact me should you have any questions regarding the information contained herein.

Very truly yours,

Mark A. Perkins

MAP:mmb

**TRUMBULL MONROE  
HEALTH DISTRICT**

**FINANCIAL STATEMENTS  
AS OF JUNE 30, 2013**

**TOGETHER WITH  
INDEPENDENT AUDITOR'S REPORT  
AND  
SUPPLEMENTAL REPORT**

**RECEIVED  
JAN 27 2014  
TOWN OF TRUMBULL**

**Costello Company, LLC**  
*Certified Public Accountant and Consultants*  
15 Wall Street, Hebron, CT 06248  
(860) 228-2822, fax (860) 228-2866

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# *COSTELLO COMPANY, LLC*

Charles T. Costello, CPA

*Certified Public Accountant and Consultants*

www.costellocompany.com

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Trumbull Monroe Health District  
Trumbull, Connecticut

### **Report on the Financial Statements**

I have audited the accompanying financial statements of the governmental activities and each major fund of the Trumbull Monroe Health District (the District) as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinions.

1A

### ***Opinions***

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Trumbull Monroe Health District as of June 30, 2013, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on page 8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, I have also issued my report dated November 4, 2013, on my consideration of the District's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Hebron, Connecticut  
November 4, 2013



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

Our discussion and analysis of the Trumbull Monroe Health District's financial performance provides an over view of the District's financial activity for the year ended June 30, 2013. Please review it in conjunction with the District's basic financial statements, which begin on page 3.

**Using This Annual Report:**

This annual report consists of a series of financial statements. The Statement of Net Assets and the Statement of Activities (pages 3-4) provide information about the activities of the District as a whole and present a longer term view of the District's finances.

Fund financial statements start on page 5. These statements tell how services were financed in the short term as well as what remains for future spending. They contain more detailed information than the government wide statements by providing data for the District's more financially significant funds.

The notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the governmental wide and fund financial statements, and can be found on pages 7A – 7E.

The required supplementary information is found on page 8. Information in this schedule pertains to comparative budget data.

**Financial Highlights:**

	<u>2013</u>	<u>2012</u>
Net Assets:		
Current Assets	\$ 173,733	\$ 206,500
Net Capital Assets	<u>49,695</u>	<u>43,868</u>
Total Assets	223,428	250,368
Total Liabilities	<u>71,751</u>	<u>89,063</u>
Total Net Assets	\$ <u>151,677</u>	\$ <u>161,305</u>

Financial Highlights: (continued)

	<u>2013</u>	<u>2012</u>
Changes in Net Assets:		
Program Revenue	\$ 334,451	\$ 402,335
General Revenue	<u>500,325</u>	<u>477,505</u>
Total Revenue	834,776	879,840
Total Expenses	<u>844,404</u>	<u>879,613</u>
(Decrease) Increase in Net Assets	\$ <u>(9,628)</u>	\$ <u>227</u>

Reporting the District as a Whole  
The Statements of Net Assets and Activities:

One of the most important questions asked about our finances is “Is the District, as a whole, better off or worse as a result of the year’s activities?” The Statements of Net Assets and Activities help to answer this question. Over time, increases or decreases in the net assets are an important indicator of the financial health of the District.

Net assets remained substantially the same for the year ended June 30, 2013.

Reporting the District’s Funds  
Fund Financial Statements:

The Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances report the assets and operations of the Governmental Funds. These funds are comprised of the General Fund and Special Program Funds.

The District’s basic services are reported in the general fund, the focus of which is on how money flows into and out of the fund and the balance available at the end of the year.

The District receives Federal and State grant money to conduct district wide health programs. The Emergency Preparedness, including Pandemic Influenza is accounted for in Special Program or Revenue Funds.

General Fund Budgetary Highlights:

Original vs. Final Budget	<u>Budgeted Amounts</u>	
	<u>Original</u>	<u>Final</u>
Total Revenue	\$693,651	\$693,651
Total Expenditures	\$693,651	\$693,651

Final Budget vs. Actual	<u>Final</u>	<u>Actual</u>
	<u>Budget</u>	<u>Actual</u>
Total Revenue	\$693,651	\$710,708
Total Expenditures	\$693,651	\$726,163

Capital Assets:

During the year the District purchased a new vehicle which costs the District \$15,550.

Economic Factors:

Net assets at the end of the fiscal year were substantially the same as those at the beginning of the year. Revenues received were used for the programs of the District.

The District is not sure how, or if the new Affordable Care Act will affect the services currently provided by the District.

Request for Information

Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

The Director of Health  
Trumbull Monroe Health District  
2 Corporate Drive, Suite 116  
Trumbull, CT 06611

**TRUMBULL MONROE HEALTH DISTRICT**  
**STATEMENT OF NET ASSETS**  
**JUNE 30, 2013**

Exhibit A

**ASSETS**

Current Assets:

Cash and Cash Equivalents	\$ 105,904
Certificates of deposits	58,678
Prepaid Insurance	8,151
Security deposit	1,000
Other assets	-
Total Current Assets	<u>173,733</u>

Non Current Assets:

Capital Assets	103,915
Accumulated Depreciation	(54,220)
Net Capital Assets	<u>49,695</u>

**TOTAL ASSETS**

**\$ 223,428**

**LIABILITIES:**

Accounts payable	\$ 21,418
Accrued Payroll and Benefits	18,783
Accrued Vacations	7,419
Deferred Revenue	24,131
Total Liabilities	<u>71,751</u>

**NET ASSETS:**

Invested in Capital Assets	49,695
Unrestricted Net Assets	<u>101,982</u>

**TOTAL NET ASSETS**

**\$ 151,677**

See accompanying notes to the financial statements.

**TRUMBULL MONROE HEALTH DISTRICT**  
**STATEMENT OF ACTIVITIES**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

	<u>Expenses</u>	<u>Program Revenue</u>		<u>Net (Expense) or Revenue &amp; Changes in Net Assets</u>
		<u>Charges for Services</u>	<u>Operating Grants and Support</u>	
<u>Functions/Programs</u>				
Primary Government:				
Immunizations	\$ 32,081	\$ 58,504	\$ -	\$ 26,423
General Public Health	678,532	151,879	-	(526,653)
Emergency Preparedness	113,826	-	113,826	-
Preventive & Health Service	6,742	-	6,742	-
Lead Poisoning Prevention	3,500	-	3,500	-
Depreciation	9,723	-	-	(9,723)
Total Primary Government	<u>\$ 844,404</u>	<u>\$ 210,383</u>	<u>\$ 124,068</u>	<u>\$ (509,953)</u>
General Revenues:				
Unrestricted Grants and Support				499,801
Interest and Investment Earnings				<u>524</u>
Total General Revenues				<u>500,325</u>
Change in Net Assets				(9,628)
Net Assets - Beginning				<u>161,305</u>
Net Assets - Ending				<u>\$ 151,677</u>

See accompanying notes to the financial statements

**TRUMBULL MONROE HEALTH DISTRICT**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**JUNE 30, 2013**

	<u>GENERAL FUND</u>	<u>EMERGENCY PREPAREDNESS</u>	<u>PREVENTIVE &amp; HEALTH SERVICES</u>	<u>LEAD POISONING PREVENTION</u>	<u>TOTAL</u>
<b>ASSETS</b>					
Cash & Cash Equivalents	\$ 76,190	\$ 29,714	\$ -	\$ -	\$ 105,904
Certificate of Deposits	58,678	-	-	-	58,678
Prepaid Insurance	8,151	-	-	-	8,151
Security Deposit	1,000	-	-	-	1,000
Other Assets	-	-	-	-	-
<b>TOTAL ASSETS</b>	<u>\$ 144,019</u>	<u>\$ 29,714</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 173,733</u>
<b>LIABILITIES AND FUND BALANCES</b>					
Accounts Payable	\$ 12,886	\$ 8,532	\$ -	\$ -	\$ 21,418
Accrued Payroll & Benefits	18,783	-	-	-	18,783
Accrued Vacations	7,419	-	-	-	7,419
Deferred Revenue	2,949	21,182	-	-	24,131
<b>TOTAL LIABILITIES</b>	42,037	29,714	-	-	71,751
<b>FUND BALANCES</b>					
Nonspendable	8,151	-	-	-	-
Unassigned	93,831	-	-	-	93,831
<b>TOTAL FUND BALANCES</b>	<u>101,982</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>101,982</u>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<u>\$ 144,019</u>	<u>\$ 29,714</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 173,733</u>

See accompanying notes to the financial statements.

TRUMBULL MONROE HEALTH DISTRICT  
Reconciliation of Fund Balance  
To Net Assets of Governmental Activities  
June 30, 2013

The amounts reported for Governmental Activities in the Statement of Net Assets (Exhibit A) are different from the Governmental Fund Balances. The details of this difference are as follows:

Total Fund Balance (Exhibit C, page 5-A)	\$ 101,982
Capital assets used in Governmental Activities are not financial resources and so are not reported in the funds.	
Capital Assets net of Depreciation	<u>49,695</u>
<b>TOTAL NET ASSETS OF GOVERNMENTAL ACTIVITIES</b> (Exhibit A, page 3)	<u>\$ 151,677</u>

See accompanying notes to the financial statements

**TRUMBULL MONROE HEALTH DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

	GENERAL FUND	EMERGENCY PREPAREDNESS	PREVENTIVE & HEALTH SERVICES	LEAD POISONING PREVENTION	TOTAL
<b>REVENUE</b>					
Local Revenue	\$ 397,074	\$ -	\$ -	\$ -	\$ 397,074
State Revenue	102,727	-	-	3,500	106,227
Federal Revenue	-	113,826	6,742	-	120,568
Permit, Fees & Other	151,879	-	-	-	151,879
Immunizations Fees & Clinics	58,504	-	-	-	58,504
Interest Income	524	-	-	-	524
<b>TOTAL REVENUE</b>	<u>710,708</u>	<u>113,826</u>	<u>6,742</u>	<u>3,500</u>	<u>834,776</u>
<b>EXPENDITURES</b>					
Personnel	370,036	19,422	3,770	3,000	396,228
Employee Benefits	169,848	5,049	990	-	175,887
Equipment & Supplies	437	1,833	1,169	-	3,439
Health & Immunization Programs	32,081	-	-	-	32,081
Insurance	34,786	-	-	-	34,786
Occupancy Expenses	42,650	-	-	-	42,650
Office Supplies & Postage	11,054	2,767	273	500	14,594
Professional & Contractual	31,110	84,755	540	-	116,405
Travel/Vehicle	26,225	-	-	-	26,225
Other Expenses	7,936	-	-	-	7,936
<b>TOTAL EXPENDITURES</b>	<u>726,163</u>	<u>113,826</u>	<u>6,742</u>	<u>3,500</u>	<u>850,231</u>
<b>EXCESS OF EXPENDITURES OVER REVENUE</b>	(15,455)	-	-	-	(15,455)
<b>OTHER FINANCIAL SOURCES (USES)</b>					
Transfer In (out)	-	-	-	-	-
<b>FUND BALANCES - Beginning of year</b>	<u>117,437</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>117,437</u>
<b>FUND BALANCES - End of year</b>	<u>\$ 101,982</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 101,982</u>

See accompanying notes to the financial statements.

TRUMBULL HEALTH DISTRICT  
 Reconciliation of Changes in Fund Balance  
 to Changes in Net Assets of Governmental Activities  
 June 30, 2013

The changes reported for Governmental Activities in the Statement of Activities (Exhibit B) are different from the changes in Governmental Fund Balances. The details of these differences are as follows:

NET CHANGE IN FUND BALANCE (Exhibit D, page 6A)	\$ (15,455)
<p>Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their useful lives and reported as depreciation expense.</p>	
Capital Asset Purchase	15,550
Depreciation Expense	<u>( 9,723)</u>
CHANGE IN NET ASSETS OF GOVERNMENTAL ACTIVITIES (Exhibit B)	<u>\$ (9,628)</u>

See accompanying notes to the financial statements

TRUMBULL MONROE HEALTH DISTRICT  
Notes to Financial Statements  
June 30, 2013

**1. Summary of Significant Accounting Policies**

The general purpose financial statements of the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the authoritative standard setting body for the establishment of governmental accounting and financial reporting principles. The more significant of these accounting policies follow.

**A. Reporting Entity**

The Trumbull Monroe Health District (the District) was established on March 1, 2004. The District is governed by a Board of Directors comprised of representatives from the towns of Trumbull and Monroe.

The purpose of the District is to promote and enhance public health. The District is committed to enforcing the State Public Health Code and to working with other providers of health to plan and coordinate programs which promote healthful living and prevent disease.

This report includes all of the services provided by the District to residents and businesses within its boundaries. The accompanying general purpose financial statements comply with the provisions of GASB Statement No. 14, "The financial Reporting Entity", in that the financial statements include all organizations, activities, and functions that comprise the District. In evaluating the District's reporting entity all applicable guidance was considered including financial accountability and the nature and significance of the relationship. The district is a single legal entity with no component units.

**B. Government Wide and Fund Financial Statements**

The government wide financial statements (the statement of net assets and the statement of activities) report information on all of the activities of the District.

The statement of activities demonstrates the direct expenses of the District. Program revenues include charges for services and grants and contributions that are restricted to meeting the operational or capital requirements. Other items not properly included among program revenues are reported as general revenues. Major governmental funds are reported as separate columns in the fund financial statements.

**C. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities and fund balances are included on the balance sheet. Operating statements of these funds present net increases and decreases in current assets.

Under the modified accrual basis of accounting revenues are recognized when they are both measurable and available and it recognizes expenditures in the accounting period in which the fund liability is incurred, as long as it is measurable.

Revenues from local sources consist primarily of town allocations and fees collected from immunizations and permits. These revenues are recognized using accrual principles of accounting.

Grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant. Accordingly, when such funds are received, they are recorded as deferred revenue until related and authorized expenditures have been made. At the end of the grant period unused funds are refunded.

**Fund Accounting**

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self balancing set of accounts. The District only uses governmental funds.

The governmental funds include the General Fund, Special Program Funds. The general fund is used to account for the general operations of the District. The Special Program Funds are used to account for assets set aside for Emergency Preparedness and other grant programs. The difference between governmental fund assets and liabilities is reported as fund balance.

**Fund Balance**

The District divides its fund balance is divided into two classifications, in conformity with GASB 54. The classifications are as follows:

Nonspendable – The non spendable fund balance includes amounts that cannot be spent because they are not in a spendable form. The nonspendable form includes items that are not expected to be converted to cash.

Unassigned - The unassigned fund balance includes excess resources that are not nonspendable.

**Budget Process and Basis of Budgeting**

The annual budget is prepared by February and presented to the Board in April. Public notice is given and a hearing held. The final budget is adopted by July 1.

**D. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**E. Capital Assets**

General capital assets result from expenditures in the governmental funds. These assets are reported in the governmental activities column of the government wide statement of net assets but are not reported in the fund financial statements. Purchased assets are capitalized at cost or estimated historical cost, and updated for additions and retirements during the year. Donated assets are recorded at fair value on the date donated. The District maintains a capitalization threshold of \$5,000. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets life are expensed in the year incurred. Capital assets are depreciated using the straight line method. When capital and the resulting gain or loss is recorded in operations.

Estimated useful lives, in years, for depreciable assets are as follows:

Furniture	7
Office Equipment	5
Computer Equipment	5
Computer Software	3

**F. Net Assets**

Net assets present the difference between assets and liabilities in the statement of net assets. Net assets invested in capital assets are reduced by the outstanding balances of any borrowed funds used for the acquisition or improvements of those assets. Net assets are reported as restricted when there are legal, grantor or creditor limitations and/or restrictions placed on their use.

**G. Deferred Revenue**

Deferred revenue consists of fees and/or grant funds received within the reporting period for services to be performed in the subsequent period.

**2. Deposits and Investments**

The deposit of public funds is controlled by the Connecticut General Statutes. Deposits may be placed with any qualified public depository. At June 30, 2013 the entire bank balance of \$164,582 was covered by Federal depository Insurance. Due to higher cash flows at certain times during the year the balances may exceed the amount covered by such insurance. Additional protection against loss is provided for deposits in excess of federally insured amounts by the Connecticut General Statutes. The statutes require every qualified public depository to maintain segregated collateral equal to at least three percent of the average public deposits held by the depository. Such amounts are available to the State Banking Commissioner to meet losses in excess of deposit insurance. It cannot be determined how much of the excess deposits of the District are covered by such provision.

**3. Capital Assets**

A summary of changes in capital assets, related depreciation and net capital assets is as follows:

	Balance 7/1/12	Additions and Current <u>Expense</u>	Disposals and Related <u>Depreciation</u>	Balance 6/30/13
Capital Assets Depreciation				
Furniture, Equipment & Leasehold				
Improvements	\$ 68,874	\$ -	\$ -	\$68,874
Vehicle	<u>19,491</u>	<u>15,550</u>	<u>-</u>	<u>35,041</u>
	88,365	15,550	-	103,915
Accumulated Depreciation	<u>( 44,497)</u>	<u>( 9,723)</u>	<u>-</u>	<u>(54,220)</u>
Net Capital Assets	<u>\$ 43,868</u>	<u>\$ 5,827</u>	<u>\$ -</u>	<u>\$49,695</u>

**4. Employee Retirement Plan**

The Health District participates in the State of Connecticut's Municipal Employee's Retirement System, (MERS). District employees who work more than 20 hours per week may participate in the plan. MERS is a cost sharing multiple employer public employee retirement plan established by the State of Connecticut and administered by the State of Connecticut Retirement Commission. MERS is considered to be part of the State of Connecticut's financial reporting entity and is included in the State's financial reports as a pension trust fund. Total contributions to the MERS plan totaled \$54,808 for the year ended June 30, 2013.

**5. Risk Financing**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance purchased through independent insurance carriers. Settled claims from these risks have not exceeded commercial insurance coverage. There were no significant reductions in insurance coverage from coverage in the prior year.

**6. Operating Lease**

On June 10, 2010 the District approved the terms of a new lease agreement which terminates on June 14, 2020. The lease agreement requires that the District pay monthly rent and common area maintenance of \$3,083 at the start of the lease term and escalates \$3,695 a month in the last year of the lease. Under the terms of the lease agreement, the District is required to pay a security deposit of \$6,167.

At June 30, 2013 future minimum lease payments under the initial term of the non-cancelable operating lease are as follows:

Year ending June 30:	
2014	\$ 39,264
2015	40,050
2016	40,050
2017	40,850
2018	40,850
Thereafter	<u>90,035</u>
	<u>\$ 289,499</u>

**8. Subsequent Events**

Management has evaluated subsequent events through November 4, 2013, the date the financial statements were available to be issued, and has determined that there were no matters requiring disclosure in, or adjustment to, these financial statements.

**TRUMBULL MONROE HEALTH DISTRICT  
SCHEDULE OF REVENUES AND EXPENDITURES  
BUDGET AND ACTUAL - GENERAL FUND  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

	<u>BUDGETED AMOUNTS</u>		<u>ACTUAL AMOUNT</u>	<u>VARIANCE WITH THE FINAL BUDGET POSITIVE (NEGATIVE)</u>
	<u>ORIGINAL</u>	<u>FINAL</u>		
<b><u>REVENUE</u></b>				
Allocation from Towns	\$ 397,074	\$ 397,074	\$ 397,074	\$ -
Allocation from State	102,782	102,782	102,727	(55)
Fees and Permits	137,860	137,860	151,879	14,019
Immunization Revenue	45,000	45,000	58,504	13,504
Health Education Programs	10,400	10,400	-	(10,400)
Interest and Other Income	535	535	524	(11)
<b>TOTAL REVENUE</b>	<b>\$ 693,651</b>	<b>\$ 693,651</b>	<b>\$ 710,708</b>	<b>\$ 17,057</b>
<b><u>EXPENDITURES</u></b>				
Personnel	\$ 368,740	\$ 368,740	\$ 370,036	\$ (1,296)
Fringe Benefits	167,298	167,298	169,848	(2,550)
Field Supplies	1,000	1,000	203	797
Equipment and Supplies	1,000	1,000	437	563
Health and Education	2,000	2,000	407	1,593
Immunization Expenditures	23,500	23,500	31,471	(7,971)
Insurance	35,937	35,937	34,786	1,151
Postage	2,000	2,000	1,693	307
Occupancy Expenditures	40,576	40,576	39,551	1,025
Office Supplies	6,000	6,000	9,361	(3,361)
Telephone	3,000	3,000	3,099	(99)
Professional Development/Dues	3,000	3,000	-	3,000
Professional Fees	30,100	30,100	39,046	(8,946)
Travel/Vehicle Expenditures	6,500	6,500	26,225	(19,725)
Reserve fund	1,000	1,000	-	1,000
Capital Expenditures Reserve Fund	2,000	2,000	-	2,000
<b>TOTAL EXPENDITURES</b>	<b>693,651</b>	<b>693,651</b>	<b>726,163</b>	<b>(32,512)</b>
<b>EXCESS OF REVENUE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (15,455)</b>	<b>\$ (15,455)</b>
<b>FUND BALANCE - BEGINNING</b>	<b>-</b>	<b>-</b>	<b>117,437</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 101,982</b>	

# COSTELLO COMPANY, LLC

Charles T. Costello, CPA

Certified Public Accountant and Consultants

www.costellocompany.com

## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors  
Trumbull Monroe Health District  
Trumbull, Connecticut

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Trumbull Monroe Health District (the District), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued my report thereon dated November 4, 2013.

### **Internal Control Over Financial Reporting**

In planning and performing my audit of the financial statements, I considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, I do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

9-A

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "C. J. Conway, LLC". The signature is written in a cursive style.

Hebron, Connecticut  
November 4, 2013



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

FACSIMILE TRANSMITTAL SHEET

TO:	<i>DeChantal P. Herring</i>	FROM:	<i>Heather (Herring)</i>
COMPANY:	<i>GSK</i>	DATE:	<i>7-10-14</i>
FAX NUMBER:	<i>215-933-3947</i>	TOTAL NO. OF PAGES INCLUDING COVER:	<i>6</i>
PHONE NUMBER:	<i>215-751-6523</i>	SENDER'S REFERENCE NUMBER:	
RE:	<i>"Public Customer" offer</i>	YOUR REFERENCE NUMBER:	

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

*Attached is our signed attachment A & Public Customer offer paperwork.*

*Please call with any questions.*

*Thank you, Heather*

This communication is intended for the use of the addressee named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this facsimile, you are hereby notified that any dissemination, review or use of this communication is strictly prohibited. If you have received this communication in error, please notify this office immediately by telephone and mail the original to us at the above listed address.

Public Customer Offer



June 30, 2014

Shipto # 260048  
TRUMBULL MONROE HEALTH DIST  
2 CORPORATE DR STE 116  
TRUMBULL, CT 06611

Three Franklin Plaza,  
Mail Code NY0300  
5 Crescent Drive  
Philadelphia, PA 19112  
www.gsk.com

Dear Public Customer,

GlaxoSmithKline LLC ("GSK") is pleased to make the following public customer offer available to non-federal public customers. GSK has identified your organization as a City/County or State (C/C/S) entity and therefore eligible to be offered this "Public Customer" offer. GSK recognizes entities, which are wholly owned by a state agency or political subdivision (i.e. city, county, township) as C/C/S eligible entities.

The Eligible Members of this Public Customer offer are defined as C/C/S entities, which includes state purchasing agencies, health departments, residential schools, colleges/universities without a hospital, student health clinics, city/county jails, police & fire departments, juvenile detention centers, county/state prisons. In addition, non-C/C/S entity that receives and administers vaccine products paid for and approved by an eligible C/C/S entity are only eligible to receive vaccines under this agreement on behalf of the eligible C/C/S entity.

Pricing, terms and conditions of this Public Customer offer is effective 30 days after the signed Attachment A is received by GSK.

**Terms and Conditions**

The Vaccine products included in this offer are Engerix-B® (brand of Hepatitis B vaccine), Havrix® (brand of Hepatitis A vaccine), Infanrix® (brand of Diphtheria and Tetanus Toxoids and Acellular Pertussis vaccine Absorbed (DTaP), Pediarix™ (brand of Diphtheria and Tetanus Toxoids, Acellular Pertussis Adsorbed, Hepatitis B (Recombinant) and Inactivated Poliovirus vaccine Combined), Boostrix® (Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine, Absorbed (Tdap)), Kinrix™ (brand of Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed and Inactivated Poliovirus Vaccine), Rotarix® [Rotavirus Vaccine, live, oral], Hiberix® (brand of Haemophilus influenzae type b Conjugate Vaccine (Tetanus Toxoid Conjugate), Cervarix [Human Papillomavirus Bivalent (types 16 and 18) vaccine, Recombinant) Suspension for Intramuscular Injection and Twinrix® (brand of Hepatitis A and B combination vaccine).

The Prices on this offer will be extended to you only for purchases of Vaccines directly from GSK. Eligible customers may verify current pricing with the GSK Vaccine Service Center at (1-866-GSK-VACC).

## Public Customer Offer

Please note that the sale of these vaccines is subject to the terms and conditions stated below:

GSK expects that you take such precautions as are necessary to prevent the Vaccines from falling into the hands of those who may not lawfully possess or handle them, and shall fully comply with local, state and federal laws applicable to the storage, and shipment of Vaccines.

You shall maintain all federal, state and local licensure or registration necessary for the lawful handling and use of all Vaccines and shall immediately notify GSK of any denial, revocation or suspension of any such licensure or registration or any changes in the Vaccines which you are authorized to handle and use.

You shall handle and store Vaccines in a clean and orderly location and in a manner that will assure that the proper rotation and quality of such Vaccines are maintained. You shall comply with GSK criteria on storing and shipping Vaccines that require special handling. You shall allow physical inspection of storage facility at any time GSK requests.

GSK reserves the right to alter the pricing, terms and conditions, terminate or withdraw this offer from any entity without prior notification.

OWN USE. Public Customer agrees that any Vaccine purchased, paid for or received under this Agreement shall be for its "own use" as defined by the United States Supreme Court in its opinions reported at Abbott Laboratories et al. v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976), and Jefferson County Pharmaceutical Association, Inc. v. Abbott Laboratories, et al., 103 S. Ct. 1011 (1983). Eligible Public Customers also agree and certify that Vaccines purchased, paid for or received under this Public Customer offer are for use in public immunization projects or the eligible entity's employee vaccination only. Vaccines purchased, paid for or received via this Public Customer offer are not to be resold or to compete with immunization programs in the private market.

### Public Customer Offer Prices:

NDC #58160-	Vaccine Description	Pkg. Size	Contract Price
<b><i>Boostrix</i></b>			
842-11	0.5mL Single Dose Vial	10	\$318.80
842-52	0.5mL Tip-Lok® Syringe	10	\$318.80
<b><i>Engerix-B</i></b>			
821-11	Single Dose 20 mcg/mL Vial	10	\$339.90
821-52	20mcg/mL, Prefilled Tip-Lok™ Syringe w/out needles	10	\$355.60
820-11	Single Dose 10mcg/0.5mL Vial	10	\$132.60
820-52	10mcg/0.5mL Prefilled Tip-Lok™ Syringe w/out needles	10	\$132.60
<b><i>Havrix</i></b>			
826-11	Single Dose 1440 EL.U./1mL Vial	10	\$290.30
826-52	1440 EL.U./mL Prefilled Tip-Lok™ Syringe w/out needles	10	\$298.60
825-11	Single Dose 720 EL.U./0.5mL Vial	10	\$193.60
825-52	720 EL.U./0.5mL, Prefilled Tip-Lok™ Syringe w/out needles	10	\$193.60
<b><i>Infanrix</i></b>			
810-11	Single Dose 0.5mL Vial	10	\$172.60
810-52	0.5 mL Prefilled Tip-Lok™ Syringe w/out needles	10	\$172.60

## Public Customer Offer

<b>Pediarix</b>			
811-52	Single Dose 0.5mL Prefilled Tip-Lok™ Syringe w/out needles	10	\$644.70
<b>Twinrix</b>			
815-11	1 Vial Dose/ML	10	\$555.50
815-52	Single dose/ML Prefilled Tip-Lok Syringes	10	\$571.50
<b>Rotarix</b>			
854-52	Vials 1 Dose/0.5mL	10	\$1,047.60
<b>Kinrix</b>			
812-11	Vials 1 Dose/0.5mL	10	\$445.50
812-52	Single dose/0.5mL Tip-Lok Syringes	10	\$445.50
<b>Cervarix</b>			
830-52	Tip-Lok Syringes 1 Dose/mL	10	\$1,267.20
<b>Menhiberix</b>			
801-11	Lyo Vac & Dilvl Combo Pk 1d/MI	10	\$218.80

Please note that the proposed prices for Rotarix, Cervarix, Havrix® & *Engerix B*® vaccines do not include the Federal Excise Tax of \$0.75 per dose. *Twinrix*® and Menhiberix \$1.50 per dose, *Infanrix*® and *Boostrix*®, \$2.25 per dose, Kinrix, \$3.00 per dose and Pediarix®, \$3.75 per dose.

### How to Order:

You shall transmit orders directly to GSK by ordering online at [www.gskvaccinesdirect.com](http://www.gskvaccinesdirect.com) or using a standard GSK Order Form provided by GSK, or in an alternate fashion agreed to by GSK. For further information on orders, contact GSK Vaccine Service Center at 1-866-475-8222. All orders are subject to acceptance and approval by GSK at its central Distribution Office in Philadelphia, Pennsylvania.

In the event there is a shortage of any Vaccines, GSK shall have the right to prorate such product among its customers in such a manner as GSK, in its sole discretion, deems to be in the public interest.

GSK shall ship the Vaccines to eligible customers at the addresses specified at the time of the order. Title to Vaccines shipped to Company will pass when delivered by GSK to carrier. **Return Privileges for credit, reimbursement or exchange does not apply to this Public Customer Offer except for Federal Excise Tax.**

### Payments:

You shall pay for all regular orders, with payment to be received by GSK no later than thirty (30) days for cash payments or EFT payments from the date of the invoice. Unauthorized deductions are not permitted and are in violation of this offer and may result in delayed shipments. You shall pay for purchases of Vaccines by check made payable to GSK or by electronic fund transfer (EFT). Payment must be sent to the following address:

GlaxoSmithKline Financial, Inc.  
P.O. Box 740415  
Atlanta, GA 30374-0415

If GSK does not receive payment within thirty (30) days from the date of invoice, GSK may elect to withhold shipment of Vaccines. For further information on EFT, contact GSK Customer Financial Services at 866-334-7111.

## Public Customer Offer

If you wish to take opportunity of this offer, please indicate by signing "Attachment A" and mailing it in the enclosed self-addressed stamped envelope, mailing it to the below address or faxing it to 215-933-3947.

GlaxoSmithKline  
Specialty Contract Operations  
NY0300  
5 Crescent Drive  
Philadelphia, PA 19112

If you have questions relating to this contract, kindly contact:

GlaxoSmithKline  
Babatunde Adedeji  
Contract Development Manager  
NY0300  
5 Crescent Drive  
Philadelphia, PA 19112

Anti-Bribery and Corruption. GSK is committed to the highest ethical standards and requires that all GSK employees and third parties acting for or on behalf of GSK conduct their activities in compliance with all anti-corruption laws and regulations. Company and GSK agree that Company is not a third party acting for or on behalf of GSK. Notwithstanding the foregoing, Company and GSK agree that nothing in this Agreement requires that Company make improper payments or other transfer of value to any private or government official or entity for the purpose of influencing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist GSK in obtaining or retaining business.

The terms of this Agreement shall apply only to those eligible Members located in the Continental U.S., Alaska and Hawaii provided that the terms of this Agreement shall not apply to Products dispensed in any state if the state (or state agency) has in force or enacts, implements or modifies a law, rule or regulation (such as a state unitary pricing, anti-discount or pricing, rebate or other law intended to impact the pricing, discounts or reimbursement of prescription drugs or penalize GSK for such pricing, discounts or reimbursement) or interpretation thereof and which law (1) prohibits or restricts in any material way the pricing, discounts and/or rebates described in this Agreement, (2) requires GSK to provide the same or similar pricing, discounts and/or rebates to other parties, including purchasers, users or otherwise of GSK's Products, to which GSK would not normally provide such pricing, discounts and/or rebates, or (3) otherwise results in a potentially adverse impact on GSK. In such case, GSK shall provide reasonable notice of its intent to exercise its rights under this clause, it being understood that the failure to give such notice does not waive any rights under this clause

Sincerely,



Kim Bradley  
Vice President – Customer Engagement

Public Customer Offer

June 30, 2014

Shipto # 260048  
TRUMBULL MONROE HEALTH DIST  
2 CORPORATE DR STE 116  
TRUMBULL, CT 06611

ATTACHMENT A

We agree to the terms and conditions as stated herein this Public Customer Offer, and that any Vaccines purchased, paid for or received under this offer shall be for the Public Customer's "own use" as defined by the United States Supreme Court in its opinions reported at Abbott Laboratories et al. v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976), and Jefferson County Pharmaceutical Association, Inc. v. Abbott Laboratories, et al., 103 S. Ct. 1011 (1983).

Eligible Public Customers also agree and certify that Vaccines purchased, paid for or received under this Public Customer Offer are for use in public immunization projects or the eligible entity's employee vaccination only. Vaccines purchased, paid for or received via this Public Customer Offer are not to be resold or to compete with immunization programs in the private market.

ENTITY'S NAME (if different from above): <i>Trumbull Monroe Health District</i>
Mailing Address (if different from your physical location above): <i>2 Corporate Drive, Suite 116, Trumbull, CT 06611</i>
Print Name: <i>Patricia A. Sulik</i>
<i>Patricia A. Sulik</i> Signature (Please sign prior to submission to GSK)
Date: <i>7/9/14</i>
Title: <i>Director of Health</i>
Phone Number: <i>203-452-5195</i>
Fax Number: <i>203-452-5304</i>



### Enrollment Form Vaccine Brand Choice

(Effective July 1, 2012)

Pricing Grid

Check Applicable Facility Type

- Acute  
 Non-Acute

Facility Name+ Trumbull Monroe Health District	Customer Contact Name: Heather Henning, Patrice Sulik
Facility Address+ 2 Corporate Drive Suite 116	Customer Contact Title: Public Health Nurse, Director of Health
City/State/Zip+ Trumbull <input type="text" value="Connecticut"/>	Customer Fax Number 203-452-5304
Facility Telephone Number+ 203-452-5195	Customer Primary Contact E-mail Address+ hhenning@tmhd.org, PSulik@tmhd.org
Acute Care Facility Facility DEA Number* (if applicable)	Designated Group Purchasing Organization (GPO) (if applicable)**
Non-Acute Care Facility: Health Industry Number or Merck Account Number (if applicable) 50029045	GPO Identification Number (if applicable)
Name of Merck Representative (if known):	Merck Representative Phone Number (if known):
Other E-mail Addresses (Enrollment form input will be sent to the e-mail addresses entered into this text box. Enter multiple e-mail addresses separated by semi-colons.) hhenning@tmhd.org	

+Required Fields - If not completed, enrollment may be delayed or denied.

\* By providing the Drug Enforcement Administration (DEA) registration number(s), consent is granted to Merck, to release the DEA number(s) to all necessary parties to administer Vaccine Brand Choice.

\*\* By indicating a GPO in this box, that GPO will become your GPO of record (this statement assumes that you are a pharmacy participating member of that GPO).

Eligible Facility (hereinafter "Eligible Facility") requests to enroll in Vaccine Brand Choice (the "Program"). Eligible Facility has read and accepted the attached Program Terms and Conditions, which are incorporated herein by reference. Eligible Facility will be enrolled and eligible for the discounts available through the Program on the first day of the following month, provided the Enrollment Form is received and accepted by Merck on or before the fifteenth (15th) day of the month in which the Enrollment Form was submitted. If the Enrollment Form is received and accepted after the fifteenth (15th) day of the month, Merck will make reasonable efforts to make the Eligible Facility eligible to receive discounts on purchases the first day of the following month at its sole discretion, otherwise, Eligible Facility shall be enrolled in the Program on the first day of the subsequent month. The date the pricing for the Program goes into effect is referred to as the "Enrollment Date". For example, if the Eligible Facility submits a completed Enrollment Form on October 14th and Merck receives and accepts the Enrollment Form, then that customer will have an Enrollment Date of November 1st. If this customer had, instead, submitted their Enrollment Form on October 16th to Merck (further assuming that the Enrollment Form was received and accepted), then the Eligible Facility would have an Enrollment Date of December 1st.

Upon enrollment, any Program discounts for which the Eligible Facility may qualify will be made available in accordance with the Program Terms and Conditions. Discounts available under the Program may not be combined with any other Merck discounts or rebates unless explicitly authorized in writing in advance by Merck. By executing this Enrollment Form, you represent and warrant that you have authority to request enrollment in the Program on behalf of Eligible Facility. Merck reserves the right to refuse Eligible Facility participation in the Program. In addition, by executing this Enrollment Form, you represent and warrant that you agree to the Program Terms and Conditions, which are attached hereto and incorporated herein by reference. Please fax this form to (215) 616-2820 or email to VaccineBrandChoice@Merck.com.

You acknowledge that by clicking on the box below you intend to create an electronic signature that has the same legal force and effect as a handwritten signature and thereby indicate your acceptance on behalf of the Facility of, and agreement with, the Terms & Conditions of the Program.

I have read and accept the Terms & Conditions of the Program.

Name: *Patricia A. Sulik*      Title: *Director of Health,*  
 Terms & Conditions

Submit

TRANSMISSION VERIFICATION REPORT

TIME : 08/19/2014 09:20  
NAME :  
FAX :  
TEL :  
SER.# : 000E8J860686

DATE, TIME	08/19 09:20
FAX NO./NAME	12156162820
DURATION	00:00:40
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM



2 Corporate Drive, Suite 116  
Trumbull, CT 06611

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FACSIMILE TRANSMITTAL SHEET

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TO:	<i>Marck</i>	FROM:	<i>Seattle (Korring)</i>
COMPANY:		DATE:	<i>8/19/14</i>
FAX NUMBER:	<i>215-616-2820</i>	TOTAL NO. OF PAGES INCLUDING COVER:	<i>2</i>
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:		YOUR REFERENCE NUMBER:	

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

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VACC-1039146-0000-05/12

Merck Confidential Information //

**Vaccine Brand Choice  
Terms & Conditions  
(Effective as of July 1, 2014)**

**1. Program Description and Definitions:**

Vaccine Brand Choice (the "Program") provides to an Eligible Facility (defined below) the opportunity to earn discounts on the Merck vaccines listed in Exhibit A (hereinafter "Merck Vaccines") commensurate with Eligible Facility's ability to achieve the required performance for the designated performance products in accordance with "Product Performance Calculation and Requirements" below. Unless explicitly authorized by Merck, discounts offered under the Program may not be combined with any other discounts or rebates. By accepting discounts under the Program, the Eligible Facility is agreeing to be bound by the Terms and Conditions of the Program including any modifications to the Program. Merck reserves the right to modify or discontinue the Program, including prices and discounts, in its sole discretion. In the event that Merck modifies the Program, the new terms and conditions will automatically apply to the Eligible Facility as of the effective date of the modification. Except to the extent otherwise specifically provided herein, Merck's Terms and Conditions of Sale in effect at the time of purchase for the Product shall govern purchases under this Program

**Vaccine Brand Choice Definitions**

"Aggregate Purchases" are valued at (1) wholesale acquisition cost for all formulations of RECOMBIVAX HB® 5 mcg/0.5 ml ("RECOMBIVAX HB® (pediatric formulation)"), VAQTA® 25U ("VAQTA® (pediatric formulation)"), and RotaTeq® and where applicable using the 10 pack vial, prefilled syringe or tube price per dose (2) wholesale acquisition cost for all formulations of ENGERIX-B, HAVRIX, and ROTARIX.

"Calendar Quarter" means January 1<sup>st</sup> to March 31<sup>st</sup>, April 1<sup>st</sup> to June 30<sup>th</sup>, July 1<sup>st</sup> to September 30<sup>th</sup> and October 1<sup>st</sup> to December 31<sup>st</sup>.

"Eligible Facility" includes:

Acute Care Facilities (Acute care, psychiatric and rehabilitation hospitals) and Non Acute Care Facilities (non-acute care long term care facilities (nursing home facilities – on site pharmacy, nursing home facilities – off site pharmacy, retirement centers, skilled nursing facilities, sub-acute care facilities), home health care providers, home infusion providers, hospice providers, ambulatory care providers (outpatient centers, surgery centers, oncology centers, dialysis centers, immediate care centers, post surgical recovery centers), prisons, staff/group model HMOs, clinics/medical groups, health departments, and physician practices). These Eligible Facilities may participate in the Program as members of a GPO, if they are participating in a GPO's pharmacy program and they meet the membership eligibility criteria in the member's GPO agreement with Merck. Eligible Facilities may also participate in the Program if they are not GPO members. Eligibility may also be contingent on the availability of data necessary to measure performance (e.g., market share) in the Program consistent with the Program Terms and Conditions. Final determination of the Eligible Facility's eligibility to participate in the Program will be made by Merck, in its sole discretion.

"Hepatitis A Pediatric Vaccine Market", whether or not capitalized, means all pediatric formulations of VAQTA®, HAVRIX and any new pediatric, monovalent vaccine containing a hepatitis A antigen.

"Hepatitis B Pediatric Vaccine Market", whether or not capitalized, means all pediatric formulations of RECOMBIVAX HB®, ENGERIX-B and any new pediatric, monovalent vaccine containing a hepatitis B antigen.

"IMS Quarter" means the quarterly reporting interval of IMS data as supplied by IMS Health, Inc. ("IMS").

"Measurement Review Period" ("MRP") means the IMS Quarter used for measuring the product performance of an Eligible Facility for Program Base Level Price or Discount Level placement in the Program. Product performance (i.e. market share) in the MRP determines Discount Level placement in the Program two Calendar Quarters later.

"Other Product Discounts" includes the following Merck Vaccines: VAQTA® (Hepatitis A Vaccine, Inactivated) (adult formulation)

"Percent Discount Off Catalog" means that, subject to the terms of the Thirty Day Discount (as defined in Section 3), when the Merck Catalog price changes for a product under the Program, the price of that product will also change, so the Eligible Facility will receive the same percent discount off the new Merck Catalog price.

"Preferred Rotavirus Vaccine" means that RotaTeq® is designated as a preferred agent in the Rotavirus Vaccine Market for use in medically appropriate patients.

"Preferred Hepatitis A Pediatric Vaccine means that the pediatric formulations of VAQTA® is designated as a preferred agent in the Hepatitis A Pediatric Vaccine Market for use in medically appropriate patients.

"Preferred Hepatitis B Pediatric Vaccine means that the pediatric formulations of RECOMBIVAX HB® is designated as a preferred agent in the Hepatitis B Pediatric Vaccine Market for use in medically appropriate patients.

"Product Group 1" includes the following Merck Vaccines: RotaTeq® (Rotavirus Vaccine, Live, Oral, Pentavalent), GARDASIL® [Human Papillomavirus Quadrivalent (Types 6, 11, 16, and 18) Vaccine, Recombinant], M-M-R®<sub>II</sub> (Measles, Mumps and Rubella Virus Vaccine Live), PedvaxHIB® [Haemophilus b Conjugate Vaccine (Meningococcal Protein Conjugate)], ProQuad® (Measles, Mumps, Rubella and Varicella Virus Vaccine Live) and ZOSTAVAX® (Zoster Vaccine Live).

"Product Group 2" includes the following Merck Vaccines: RECOMBIVAX HB® [Hepatitis B Vaccine (Recombinant)] (pediatric formulation), RECOMBIVAX HB® [Hepatitis B Vaccine (Recombinant)] (adult formulation), RECOMBIVAX HB® [Hepatitis B Vaccine (Recombinant)] 40 mcg/mL, PNEUMOVAX®23 (Pneumococcal Vaccine Polyvalent), VARIVAX® (Varicella Virus Vaccine Live), VAQTA® (Hepatitis A Vaccine, Inactivated) (pediatric formulation) and COMVAX® [Haemophilus b Conjugate (Meningococcal Protein Conjugate) and Hepatitis B (Recombinant) Vaccine].

"Rotavirus Vaccine Market", whether or not capitalized, means all formulations of RotaTeq® (Rotavirus Vaccine, Live, Oral, Pentavalent), ROTARIX and any new vaccine containing a rotavirus antigen.

#### "Vaccine Authorized Prime Vendor"

-For acute facilities, means those wholesalers that act in the capacity as prime vendor for Eligible Facility's GPO and may be listed in the agreement between Merck and Eligible Facility's GPO.

-For non-acute GPO facilities and non-acute members of a Merck approved system, means wholesalers and distributors that act in the capacity as prime vendor for Eligible Facility's GPO and may be listed in the agreement between Merck and Eligible Facility's GPO.

-For non-acute facilities that are not GPO members, means distributors for whom Merck has an agreement to act as Merck Vaccine Premier Physician Distributors to administer Program pricing to Eligible Facilities when purchasing a Merck Vaccine.

## 2. Enrollment in the Program

An Eligible Facility must complete the Enrollment Form (Exhibit B- Enrollment Form), signed by the appropriate personnel with such authority for the Eligible Facility and submit to Merck to enroll in the Program. Eligible Facility will be enrolled and eligible for the discounts available through the Program on the first day of the following month, provided the Enrollment Form is received and accepted by Merck on or before the fifteenth (15th) day of the month in which the Enrollment Form was submitted. If the Enrollment Form is received and accepted after the fifteenth (15th) day of the month, Merck will make reasonable efforts to make the Eligible Facility eligible to receive discounts on purchases the first day of the following month, at its sole discretion. Otherwise, Eligible Facility shall be enrolled in the Program on the first day of the subsequent month. The date the program pricing goes into effect is referred to as the Enrollment Date.

For example, if the Eligible Facility submits a completed Enrollment Form on October 14th and Merck receives and accepts the Enrollment Form, then that facility will have an Enrollment Date of November 1st. If this facility had, instead, submitted their Enrollment Form on October 16th to Merck (further assuming that the form was received and accepted by Merck), then the Eligible Facility would have an Enrollment Date of December 1st.

## 3. Program Discounts

### **Product Performance Calculation and Requirements**

Merck Vaccine performance (e.g., market share) shall be calculated for an Eligible Facility as further described herein. Market share calculations shall be rounded using standard rounding rules (i.e. .5% and higher rounds up to the next whole decimal; .49% and below rounds down to the whole decimal). As an example 14.5% rounds to 15%; 14.49% rounds down to 14%.

"Hepatitis B Pediatric Vaccine Market Share" will be calculated for the applicable IMS Quarter as follows: the Aggregate Purchases (minus returns) of all pediatric formulations of RECOMBIVAX HB® [Hepatitis B Vaccine (Recombinant)] made by the Eligible Facility divided by the Aggregate Purchases (minus returns) of all products in the Hepatitis B Pediatric Vaccine Market made by the Eligible Facility.

"Hepatitis A Pediatric Vaccine Market Share" will be calculated for the applicable IMS Quarter as follows: the Aggregate Purchases (minus returns) of all pediatric formulations of VAQTA® (Hepatitis A Vaccine, Inactivated) made by the Eligible Facility divided by the Aggregate Purchases (minus returns) of all products in the Hepatitis A Pediatric Vaccine Market made by the Eligible Facility.

"Rotavirus Vaccine Market Share" will be calculated for the applicable IMS Quarter as follows: the Aggregate Purchases (minus returns) of all formulations of RotaTeq® made by the Eligible Facility divided by the Aggregate Purchases (minus returns) of all products in the Rotavirus Vaccine Market made by the Eligible Facility.

If qualified, the Eligible Facility will be placed in one of the available Program Discount Levels as described below.

**Product Group 1 Discount Levels (Eligible Facility can only participate on one Discount Level in Product Group 1 during a Calendar Quarter):**

To qualify for the Product Group 1 Discount Level, the Eligible Facility must 1) make RotaTeq the Preferred Rotavirus Vaccine at the Eligible Facility and if a formulary exists at the Eligible Facility, such vaccine shall be listed therein as Preferred and 2) achieve at least an 80% market share for RotaTeq® (Rotavirus Vaccine, Live, Oral, Pentavalent) in the Rotavirus Vaccine Market OR be eligible for the Performance Requirement Exemption as defined below for the applicable IMS Quarter. If Eligible Facility qualifies for placement in such level, Eligible Facility will receive the discounts or pricing set forth in Table 1b for the Merck Vaccines in the Product Group 1 Discount Level.

**Product Group 2 Discount Levels (Eligible Facility can only participate on one Discount Level in Product Group 2 during a Calendar Quarter):**

- To qualify for the Product Group 2 Discount Level I, the Eligible Facility must 1) make the pediatric formulations of RECOMBIVAX HB® the Preferred Hepatitis B Pediatric Vaccine OR the pediatric formulations of VAQTA® the Preferred Hepatitis A Pediatric Vaccine available to physicians at the Eligible Facility and if a formulary exists at the Eligible Facility, such vaccine shall be listed as Preferred and 2) achieve at least an 80% market share for the pediatric formulations of RECOMBIVAX HB® in the Hepatitis B Pediatric Vaccine Market OR an 80% market share for the pediatric formulations of VAQTA® in the Hepatitis A Pediatric Vaccine Market OR be eligible for the Performance Requirement Exemption for the applicable IMS Quarter for the respective product outlined above. If Eligible Facility qualifies for placement in such level, Eligible Facility will receive the discounts or pricing set forth in Table 1 for the Merck Vaccines in the Product Group 2 Discount Level I.
- To qualify for the Product Group 2 Discount Level II, the Eligible Facility must 1) make the pediatric formulations of RECOMBIVAX HB® the Preferred Hepatitis B Pediatric Vaccine AND the pediatric formulations of VAQTA® the Preferred Hepatitis A Pediatric Vaccine available to physicians at the Eligible Facility and if a formulary exists at the Eligible Facility, such vaccines shall be listed as Preferred and 2) achieve at least an 80% market share for the pediatric formulations of RECOMBIVAX HB® in the Hepatitis B Pediatric Vaccine Market AND an 80% market share for the pediatric formulations of VAQTA® in the Hepatitis A Pediatric Vaccine Market for the applicable IMS Quarter. If Eligible Facility qualifies for placement in such level, Eligible Facility will receive the discounts or pricing set forth in Table 1 for the Merck Vaccines in the Product Group 2 Discount Level II. Eligible Facility will be eligible for Product Group 2 Discount Level II if BOTH product performance requirements are achieved through EITHER performance (i.e. market share ≥ 80%) or the Performance Requirement Exemption as defined below.

**Performance Requirement Exemption:** If Eligible Facility does not have purchases of a Merck Vaccine with a market share performance requirement and does not have competitive vaccine purchases in the relevant Vaccine Market during the applicable IMS Quarter, then the Eligible Facility will be considered as having met the performance requirement for that Merck Vaccine in determining Discount Level placement for the associated Calendar Quarter ("Performance Requirement Exemption"). For example, if a facility does not purchase any vaccine in the Hepatitis A Pediatric Vaccine Market during the applicable MRP, the facility will be considered as having met the performance requirement for VAQTA® in the Hepatitis A Pediatric Vaccine Market in Product Group 2. If the facility meets the 80% market share requirement for RECOMBIVAX®HB in the Hepatitis B Pediatric Vaccine Market during the same applicable MRP, then the facility will have access to Discount Level II in Product Group 2.

Notwithstanding any provision to the contrary set forth herein, it is the intention of the parties that each individual Merck Vaccine, excluding Merck Vaccines within each Group, shall be treated separately and independently for the purposes of determining the parties' respective rights and obligations in the Program, such that discounts on the Merck Vaccines within an individual Group shall not be contingent upon the product performance achieved for Merck Vaccines within any other Group or other individual Merck Vaccine not within a Group set forth in this Agreement.

In the event that the Eligible Facility does not satisfy the performance requirements in the respective Product Group to qualify for a Discount Level on Merck Vaccines associated with such performance product(s) (or does not qualify for a Performance Requirement Exemption for the Merck Vaccine(s)), the Eligible Facility will remain enrolled in the Program and will receive the Program Base Level price for the applicable Merck Vaccines.

**Percent Discount Off Catalog**

The Percent Discount Off Catalog (listed in Table 1) is used to determine pricing as set forth in Exhibit A (Vaccine Brand Choice price grid). The Merck Catalog Prices listed in Exhibit A are for convenience only; Merck retains the right, in its sole discretion, to increase or otherwise change the Catalog Price for any Merck Vaccine at any time. Purchases of RECOMBIVAX HB® [Hepatitis B Vaccine (Recombinant)] (pediatric formulation), VAQTA® [Hepatitis A Vaccine, Inactivated] (pediatric formulation), COMVAX® [Haemophilus b Conjugate (Meningococcal Protein Conjugate) and Hepatitis B (Recombinant) Vaccine], GARDASIL® [Human Papillomavirus Quadrivalent (Types 6, 11, 16, and 18) Vaccine, Recombinant], M-M-R® II (Measles, Mumps and Rubella Virus Vaccine Live), PedvaxHIB® [Haemophilus b Conjugate Vaccine (Meningococcal Protein Conjugate)], PNEUMOVAX®23 (Pneumococcal Vaccine, Polyvalent), ProQuad® (Measles, Mumps, Rubella and Varicella Virus Vaccine Live), RotaTeq® (Rotavirus Vaccine, Live, Oral, Pentavalent), VARIVAX® (Varicella Virus Vaccine Live), and ZOSTAVAX® (Zoster Vaccine Live) by Eligible Facility under the Program shall receive the Percent Discount Off Catalog listed in Table 1 below:

**Table 1**  
**Percent On-Invoice Discount Off Catalog for Product Group 1 Discount Level & Product Group 2, Discount Levels I & II.<sup>2</sup>**  
 Effective beginning December 6, 2013

Product Group 1		Discount Level	
Product	Program Base Level On-Invoice Discount	Meet Performance Requirement for RotaTeq® On-Invoice Discount	
RotaTeq®	\$.05	8%	
GARDASIL®	\$.05	6%	
M-M-R® II	\$.05	5%	
ProQuad®	\$.05	5%	
PedvaxHIB®	\$.05	5%	
Zostavax®	\$.05	2%	

Product Group 2		Discount Level I	Discount Level II
Product	Program Base Level On-Invoice Discount	Meet Performance Requirement for EITHER: Recombivax HB® (Pediatric/Adolescent) OR VAQTA® (Pediatric/Adolescent) On-Invoice Discount	Meet Performance Requirement for BOTH: Recombivax HB® (Pediatric/Adolescent) AND VAQTA® (Pediatric/Adolescent) On-Invoice Discount
VAQTA® 25U/1mL (pediatric/adolescent formulation)	9.62%	19.57%	25.89%
Recombivax HB® 5 mcg/mL (pediatric/adolescent formulation)	47.16%	53.50%	56.67%
* Recombivax HB® 10 mcg/mL (adult formulation)	17.5%	24.10%	30.7%
* Recombivax HB® 40 mcg/mL	39.50%	39.50%	39.50%
Comvax®	30.22%	33.02%	35.81%
* Pneumovax® 23	\$.05	1%	3%
* Varivax®	\$.05	1%	5%

1. Eligible Facility can only participate on either the Discount Level I or Discount Level II (where applicable) of a Product Group during a Calendar Quarter.  
 2. On-Invoice Discount is based on 10 pack vial or tube price

\* Purchases of VAQTA® 50U/1mL [Hepatitis A Vaccine, Inactivated] (adult formulation) by Eligible Facility under the Program shall receive the Percent Discount Off Catalog listed in Table 2 below.

**Table 2**  
**Percent On-Invoice Discount Off Catalog for products in the "Other Product Discounts" group**

Product	On-Invoice Discount
VAQTA® 50U/1mL	15% <sup>1</sup>

1. Percent Discount Off Catalog is based on 10 pack vial

### Thirty Day Discount

For certain Merck Vaccines, when a Catalog Price increase is affected for an eligible Merck Vaccine(s), Merck will provide the Eligible Facility with a thirty (30) day discount (the "Thirty Day Discount"), as of the catalog price increase effective date, for such applicable Merck Vaccine(s). Merck will provide the Eligible Facility and/or the GPO with Notice of the effective date for such price increase(s) (the "Price Increase Date"). Starting as of the Price Increase Date, Eligible Facilities shall receive a discount on the price(s) for such vaccine product(s) that shall continue for thirty calendar days thereafter (the "Thirty Day Discount"). The Thirty Day Discount will be equal to the amount of the price increase for the affected vaccine product(s) and will be provided at the time the order is placed during the thirty day period as an on-invoice discount with the intent that the Eligible Facility will be able to purchase such vaccine product(s) at the pre-increase price during such time period. The Thirty Day Discount only applies to products affected by a catalog price increase.

### 4. Measurement Review Period (MRP)

The Eligible Facility's performance in the MRP (i.e., market share achieved) will determine the Eligible Facility's discounts on purchases placed two Calendar Quarters later. Discount Level placement will be based on Eligible Facility's performance for each of the Merck Vaccines with a performance requirement in the Program for the applicable IMS Quarter (see Table 3 for example).

**Table 3**

Eligible Facility's discount level will be determined by its performance during the applicable MRP. The following is an example of the event timeline for discounts for an Eligible Facility enrolled in the Program:

1 <sup>st</sup> Quarter of 2013	2 <sup>nd</sup> Quarter of 2013	3 <sup>rd</sup> Quarter of 2013	4 <sup>th</sup> Quarter of 2013
Q1 2013 Program Discounts based on Q3 2012 as the MRP (Discount Structure in Table 1a)	Q2 2013 Program Discounts based on Q4 2012 as the MRP (Discount Structure in Table 1a)	Q3 2013 Program Discounts based on Q1 2013 as the MRP (Discount Structure in Table 1b)	Q4 2013 Program Discounts based on Q2 2013 as the MRP (Discount Structure in Table 1b)

An enrolled Eligible Facility will be subject to adjustment of its Program status based on IMS Quarter Reconciliations ("Quarterly Reconciliation"). Depending on actual performance achieved, there may be no adjustment required or Eligible Facility may not be eligible for Program discounts. Any changes that may be necessary as a result of the Quarterly Reconciliation review will be made effective on the first day of the second Calendar Quarter after the MRP in which the difference occurred (the "Quarterly Reconciliation Date").

For acute care facilities, Merck will use product performance (e.g., market share) information derived from IMS Health, Inc. ("IMS") DDD Class Index Reports ("DDD Data") to determine whether a Quarterly Reconciliation is required, and will notify Eligible Facility of such action.

For non-acute care facilities, Merck will use product performance (e.g., market share) information derived from IMS data, Vaccine Authorized Prime Vendor chargeback data and Merck internal sales data to determine whether a Quarterly Reconciliation is required, and will notify Eligible Facility of such action.

## Commitment Letter

The Commitment Letter is available for the Program and represents a one-time opportunity for Eligible Facility to receive the highest Discount Level for Product Group 1 or Product Group 2 regardless as to whether the Eligible Facility meets the market share requirements for that Discount Level in the respective Product Group. The Eligible Facility can choose to submit a Commitment Letter for each of the Products Groups as separate requests or for both Product Groups in the same request. Regardless to the timing of the submission, each Product Group can only be selected and submitted once during the Eligible Facility's participation in the Program and eligibility for discounts pursuant to the Commitment Letter shall not be renewed or extended. Contact your Eligible Facility's GPO and/or Merck representative for the Commitment Letter.

### 5. Program Data

#### For acute facilities:

Eligible Facility agrees to authorize Merck to utilize IMS Health, Inc. ("IMS DDD") data in order to verify product performance information. Eligible Facility also agrees that it will authorize or continue to authorize wholesaler(s) and other suppliers of DDD Data to supply IMS with information on all its purchases of products within the Hepatitis B Pediatric Vaccine Market, Rotavirus Vaccine Market and Hepatitis A Pediatric Vaccine Market. Eligible Facility understands and agrees that such data is required in order for Merck to determine product performance and achievement of discounts hereunder. Discounts will only be paid upon those Eligible Facility purchases for which such data has been received and accepted by Merck. Neither Merck nor Eligible Facility will issue any demand, process, subpoena, or other legal means for the appearance or production of information, witnesses, documents, or testimony of any of IMS's data sources for any purpose arising from or relating to the IMS data relevant to the Program. Failure of Eligible Facility to authorize release of IMS DDD Data shall be grounds for termination by Merck of Eligible Facility's participation in the Program.

#### For non-acute facilities:

*See order*  
Eligible Facility agrees to authorize Merck to utilize IMS Health, Inc. ("IMS") data, Vaccine Authorized Prime Vendor chargeback data and Merck internal sales data in order to verify product performance information. Eligible Facility also agrees that it will authorize or continue to authorize distributor(s) and other suppliers of IMS data to supply IMS with information on all its purchases of products within the Hepatitis B Pediatric Vaccine Market, Rotavirus Vaccine Market and Hepatitis A Pediatric Vaccine Market. Eligible Facility understands and agrees that such data is required in order for Merck to determine product performance and achievement of discounts hereunder. Discounts will only be paid upon those Eligible Facility purchases for which such data has been received and accepted by Merck. Neither Merck nor Eligible Facility will issue any demand, process, subpoena, or other legal means for the appearance or production of information, witnesses, documents, or testimony of any of IMS's data sources for any purpose arising from or relating to the IMS data relevant to the Program. Failure of Eligible Facility to authorize release of IMS data shall be grounds for termination by Merck of Eligible Facility's participation in the Program.

Should Eligible Facility dispute its performance, Program status, or any discounted price extended under the Program, such claims must be made in writing to Customer Contract Management, WP97-B366, Merck Sharp & Dohme Corp., West Point, PA 19486-0004 within 60 days of the end of the Calendar Quarter in which the disputed price was in effect. Final determination of performance, Program Status, or any discounted price extended under the Program will be made by Merck in its sole discretion.

### 6. Failure to Supply

With respect to Merck Vaccine Products that are used to measure performance in the Program (the "Performance Products"), in the event Merck determines in its sole discretion that (a) Merck has failed, or will be unable, to supply any Performance Product, directly to an Vaccine Authorized Prime Vendor and (b) that such failure to supply has directly caused an Eligible Facility not to receive such affected Performance Product for a period of 15 or more business days (each a "Failure to Supply"), Merck will notify Eligible Facility and/or the GPO in writing of such affected Performance Product and the effective start date and end date of the Failure to Supply of such affected Performance Product. For the Performance Product in Failure to Supply, the applicable market share requirement in the affected MRP shall be determined based on the purchase data for the MRP immediately preceding the Calendar Quarter in which the Performance Product is placed in Failure to Supply by Merck. If during the period the Performance Product in Failure to Supply qualifies as having met the performance requirement, then the Performance Product in Failure to Supply will be considered as having met the market share requirement for the remainder of the Failure to Supply period.

For example, if a Performance Product is placed under Failure to Supply effective in the 2<sup>nd</sup> Calendar Quarter of 2013, Merck shall evaluate the Eligible Facility's data from the first Calendar Quarter of 2013 to determine whether the Eligible Facility has achieved the applicable market share requirement for the Performance Product in Failure to Supply for the fourth calendar quarter of 2013. The market share achieved for the Performance Product in the fourth calendar quarter of 2013 shall remain in place for each calendar quarter thereafter until the performance product is no longer under Failure to Supply. If the Eligible Facility did not qualify as having met the market share during the first Calendar Quarter of 2013 but it achieves the market share requirement for the Performance Product in Failure to Supply during any future quarter in the Failure to Supply period, then that Eligible Facility

will be considered as having met the market share requirement for the Performance Product in Failure to Supply for all subsequent Calendar Quarters in the Failure to Supply period.

During the time period the Performance Product is in Failure to Supply, Eligible Facility must use its best efforts to continue to purchase any affected Performance Product, utilizing alternative Merck Vaccine Products (e.g., a monovalent vaccine that is a component of a multivalent vaccine) and package configurations (if applicable). During a Failure to Supply situation, Merck reserves the right to modify the performance requirements of the affected Group in the Program at its sole discretion. Additionally, Merck reserves the right to discontinue the affected Group in the Program until further notice immediately upon written notification to the Eligible Facility or its GPO. Nothing in this term shall permit an Eligible Facility to receive discounts in the event that a Failure to Supply results in whole or in part from the fault or negligence of Eligible Facility.

## 7. Reporting Discounts

Eligible Facility is aware of and will comply with Section 1128(B) of the Act (42 U.S.C. 1320a-7b) and 42 C.F.R. § 1001.952(h) when seeking reimbursement from any government or other entity for products supplied under this Agreement. Specifically, Eligible Facility acknowledges that the Act requires proper disclosure of any discounts, rebates, credits, reimbursement and other like programs provided for herein and warrant that Eligible Facility will comply with such disclosure requirements.

By enrolling in the Program or by accepting discounts under the Program if automatically enrolled, Eligible Facility represents and warrants that it will comply with all applicable laws and that it is aware of and will comply with Section 1128B(b) of the Social Security Act ("the Act") (42 U.S.C. §1320a-7b) and 42 C.F.R. § 1001.952(h) with respect to Merck Vaccines purchased at a discount under the Program. Specifically, Eligible Facility acknowledges that the Act requires proper disclosure of any discounts, rebates, administrative fees, credits, reimbursements and other like programs provided for herein and represents and warrants that Eligible Facility will comply with such disclosure requirements.

Eligible Facility represents and warrants that it will accurately report the net effective discount price and any other information that must be disclosed under applicable law, for each Merck Vaccine for which a discount has been paid under the Program to the U.S. Department of Health and Human Services, Medicare Part D PDP and MA-PD Plans, other Federal and State health care programs, enrollees and other individuals to the extent required under applicable federal or state law. Without limitation of the foregoing, all discounts and other remuneration paid by Merck under the Program and any other information that must be disclosed under applicable law, shall be disclosed by Eligible Facility to the Centers for Medicare and Medicaid Services ("CMS") in accordance with (i) CMS guidance (as it may be revised from time to time), (ii) any disclosure requirements in Eligible Facility's pharmacy contracts with Medicare Part D plans or other third parties; and (iii) any other disclosure or reporting obligations or requirements imposed by federal or state laws, regulations, or guidance. Confidential treatment shall be requested for any disclosures made to CMS and Medicare Part D Plans to the extent permitted by law.

## 8. Excluded Entities

Eligible Facility represents and warrants that prior to accepting discounts under the Program, it has screened itself, and its officers and directors against the Exclusion Lists and that it has informed Merck whether it, or any of its officers or directors has been in Violation. After participation in the Program begins, Eligible Facility shall notify Merck in writing immediately if any such Violation occurs or comes to its attention. Merck shall also have the right, in its sole discretion, to terminate Eligible Facility's enrollment immediately in the event of any such Violation.

For the purpose of this Section the term Violation shall mean that either Eligible Facility, or any of its officers or directors has been: (1) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. 1320a-7(a) (<http://oig.hhs.gov/fraud/exclusions/authorities.asp>); (2) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (<http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>) or the U.S. General Services Administration's list of Parties Excluded from Federal Programs (<http://www.epls.gov>); or (3) listed by any US Federal agency as being suspended, debarred, excluded, or otherwise ineligible to participate in Federal procurement or non-procurement programs, including under 21 U.S.C. 335a ([http://www.fda.gov/ora/compliance\\_ref/debar/](http://www.fda.gov/ora/compliance_ref/debar/)) (each of (1), (2) and (3) collectively the "Exclusions Lists").

## 9. Term and Termination

### a. Term

Participation in the Program begins the date the Eligible Facility is enrolled. Participation will continue until terminated by Merck or enrolled Eligible Facility.

### b. Termination of the Program

Merck may, at its sole discretion, terminate the Program or modify the Program Terms and Conditions for any reason or no reason with prior written notice to Eligible Facility or its GPO. Merck shall have the right, at any time during the term of the Eligible Facility's participation in the Program and at its sole discretion, to immediately increase the prices for any Merck product under the Program. This includes situations where the current contract prices are forecast by Merck to set a new Federal Supply Schedule Price, set a new Medicaid Best Price, or set a price lower than the price of the relevant Merck vaccine(s) under Merck's contract with the U.S. Centers for Disease Control and Prevention ("CDC").

### c. Termination for Cause

Merck may terminate the Eligible Facility's participation in the Program immediately upon a breach by Eligible Facility of these Program Terms and Conditions.

### d. Termination by Eligible Facility

Eligible Facility may terminate its participation in the Program for any reason with thirty (30) days prior written notice to Merck.

## 10. Miscellaneous

### **Ordering Procedures**

Acute care facilities: An Eligible Facility must place its individual orders with a Vaccine Authorized Prime Vendor.

Non-acute care facilities: An Eligible Facility may elect to place its individual orders directly with the Merck Order Management Center in accordance with the Merck Terms and Conditions of Sale for Pharmaceuticals and Vaccine Products in effect at the time of purchase or with a Vaccine Authorized Prime Vendor.

### **"Own Use"**

Eligible Facility agrees that all product purchases under the Program are for Eligible Facility's "own use" and shall be dispensed in accordance with the requirements of Abbott Laboratories v. Portland Retail Druggists Ass'n., 425 U.S. 1 (1976). If product purchased under the Program is not dispensed consistent with Eligible Facility's "own use," Eligible Facility will provide Merck with an accounting for all such dispensing and shall return all discounts attributable to such dispensing to Merck. Such accounting shall be made and return of discounts paid prior to the end of the month following any purchases not for "own use." Product used for purposes other than Eligible Facility's "own use" is not eligible for discounts under the Program. Violation of this "own use" provision shall be a material breach of these Terms and Conditions. Return of discounts is a non-exclusive remedy for violation of this "own use" provision and supplements other legal and equitable remedies to which Merck may be entitled.

### **Confidentiality**

Eligible Facility agrees that it will maintain as confidential the negotiations, existence, pricing, and terms of these Terms and Conditions of the Program for the duration of Eligible Facility's enrollment in the Program and for twelve (12) months thereafter. Breach by Eligible Facility of this confidentiality provision shall be a material breach of these Terms and Conditions. If Eligible Facility is required to disclose information relating to these Terms and Conditions of the Program that is within the scope of this provision by order of court or pursuant to a subpoena or other legally enforceable process, Eligible Facility shall provide Merck with notice of such order, subpoena or process sufficiently in advance for Merck to protect its interests.

### **Audit**

Merck shall have the right, upon written notice, to review and audit data and other documentation of Eligible Facility, as necessary to verify Eligible Facility's compliance with its obligations under Vaccine Brand Choice. An independent third-party auditor may, at Merck's sole discretion, conduct such review and audit, provided that such auditor shall agree to maintain the confidentiality of Eligible Facility confidential data and documentation. The terms of this audit section shall survive termination of Vaccine Brand Choice for a period of three years. If Merck reasonably determines as a result of an audit or otherwise that Eligible Facility received

discounts to which it was not entitled under the terms of Vaccine Brand Choice, Eligible Facility shall return such discounts to Merck within 30 days of notification of Eligible Facility by Merck.

### Merck's Discretion

Nothing in the Program shall be construed to limit or restrict Merck's right, in its sole discretion, to discontinue the manufacture, sale or distribution of any Merck Vaccine at any time.

### Disputes

Any dispute arising out of or related to these Terms and Conditions and any subsequent modifications of these Terms and Conditions, or the breach, interpretation, enforcement, construction, termination or validity thereof, including disputes as to the scope of this Disputes clause and disputes arising under the federal or state antitrust laws, shall be settled by mandatory, confidential binding arbitration. The arbitration panel shall consist of three independent and impartial arbitrators, of whom each party shall appoint one arbitrator within 90 days after a demand for arbitration is made; the third arbitrator shall be selected by the two arbitrators so appointed within 90 days after the expiration of the time period for appointment of such two arbitrators. In the event that any arbitrator is not appointed within the prescribed time period, either party may apply to the President of the American Arbitration Association for the appointment of such arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. to the exclusion of all state laws and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Philadelphia, Pennsylvania. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association or such other rules for alternative dispute resolution as the parties agree. Each party shall pay for all attorneys' fees and costs it incurs in connection with the arbitration. Each party shall share equally in the costs of the arbitration. Any and all submissions, materials, exhibits, testimony, decisions, awards or other materials related to the arbitration process or the underlying dispute shall be treated as confidential in accordance with these Terms and Conditions. These Terms and Conditions shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of its choice of law and arbitration provisions. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute within the scope of this clause.

The following are registered trademarks of Merck Sharp & Dohme Corp.: COMVAX<sup>®</sup> [Haemophilus b Conjugate (Meningococcal Protein Conjugate) and Hepatitis B (Recombinant) Vaccine], GARDASIL<sup>®</sup> [Human Papillomavirus Quadrivalent (Types 6, 11, 16, and 18) Vaccine, Recombinant], M-M-R<sup>®</sup> II (Measles, Mumps and Rubella Virus Vaccine Live), PedvaxHIB<sup>®</sup> [Haemophilus b Conjugate Vaccine (Meningococcal Protein Conjugate)], PNEUMOVAX<sup>®</sup>23 (Pneumococcal Vaccine Polyvalent), ProQuad<sup>®</sup> (Measles, Mumps, Rubella and Varicella Virus Vaccine Live), RECOMBIVAX HB<sup>®</sup> [Hepatitis B Vaccine (Recombinant)], RotaTeq<sup>®</sup> (Rotavirus Vaccine, Live, Oral, Pentavalent), VAQTA<sup>®</sup> (Hepatitis A Vaccine, Inactivated), VARIVAX<sup>®</sup> (Varicella Virus Vaccine Live) and ZOSTAVAX<sup>®</sup> (Zoster Vaccine Live).

Trademark registrations of other products listed are as follows: ENGERIX-B (GlaxoSmithKline), ROTARIX (GlaxoSmithKline), CERVARIX (GlaxoSmithKline), and HAVRIX (GlaxoSmithKline).

## Heather Henning

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**From:** Heather Cacace  
**Sent:** Wednesday, February 19, 2014 6:47 PM  
**To:** hhenning@tmhd.org  
**Subject:** Fwd: MyFluVaccine Order Confirmation from FFF Enterprises

Heather Cacace  
Strategic Account Executive  
(800) 843-7477 ext 1238  
Direct: (800) 248-7920  
Fax: (203) 795-8093

Begin forwarded message:

From: Heather Ibarra <hibarra@fffenterprises.com<mailto:hibarra@fffenterprises.com>>  
Date: February 19, 2014, 1:14:11 PM PST  
To: Heather Cacace <hcacace@fffenterprises.com<mailto:hcacace@fffenterprises.com>>  
Subject: FW: MyFluVaccine Order Confirmation from FFF Enterprises

Thank you for placing your order with MyFluVaccine!

MyFluVaccine is a program of FFF Enterprises, offering Choice, Convenience and Safety in flu vaccine supply and delivery.

This is your Order Confirmation.  
Billing Address

Shipping Address

Trumbull Monroe Health District  
Attn: Accounts Payable  
2 Corporate Drive Suite 116  
Trumbull, CT, 06611 US

Trumbull Monroe Health District  
Attn: Heather or Patrice  
2 Corporate Drive Suite 116  
Trumbull, CT, 06611 US

Details of Your Orders

Account Number: FCT00124

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Order Date: 2/19/2014

FFF Order#: 748057

For delivery on or before: 8/19/2014

PO Number: 2/19/2014

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Item Number

Description

Unit Price

Units  
Ordered

Doses  
Ordered

Line Price

Unit of Measure

FLU101450

Fluzone® Influenza Virus Vaccine  
0.5mL prefilled syringes - needleless  
36 months of age and older (no preservatives or latex)

\$94.90

1

10

\$94.90

Box of 10

FLU139315

Fluzone® Influenza Virus Vaccine  
5mL, 10-dose vial  
6 months of age and older (no latex)

\$83.97

2

20

\$167.94

Vial

FLU139465

Fluzone® High-Dose Influenza Virus Vaccine 0.5mL, prefilled syringes - needleless  
65 years and older (no preservatives or latex)

\$277.36

6

60

\$1,664.16

Box of 10

FLU041415

Fluzone® Quadrivalent Influenza Virus Vaccine 5mL, 10-dose vial  
6 months of age and older (no latex)

\$142.83

100

1000

\$14,283.00

Vial

FLU011210

FluMist® Quadrivalent Influenza Vaccine Live, Intranasal Spray  
0.2 mL prefilled, single-use intranasal spray (no preservatives or latex)

\$173.40

13

130

\$2,254.20

Box of 10

Delivery Items:

\$18,464.20

Federal Excise Tax:

\$915.00

Delivery Subtotal:

\$19,379.20

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Payment Information:

Total Items: \$18,464.20

Total Tax: \$915.00

Total Cost: \$19,379.20

Payment Type: Invoice

Minimum 0.00 % Prepayment: \$0.00

Thank you for your order!

Please note: For Influenza Season 2014-15 purchases only there is no penalty for changes or cancellations on or before July 1, 2014 (customer understands that cancellations or changes, that result in a reduction to this order, will not be accepted after July 1, 2014). For Influenza Season 2013-14 purchases only there is no penalty for changes or cancellations on or before July 1, 2013 (customer understands that cancellations or changes, that result in a reduction to this order, will not be accepted after July 1, 2013). Influenza vaccine is not returnable unless otherwise specified.

Be sure to ask us about Pneumovax, available for immediate delivery!

Please refer to Product Terms & Conditions for details regarding cancellations and return policy.

Contact us at [MFVcustomer@myfluvaccine.com](mailto:MFVcustomer@myfluvaccine.com) or call (800) 843-7477.

My Flu Vaccine Product Purchase Terms

Effective November 6, 2009

The following product purchase terms constitute an agreement with respect to your order between FFF Enterprises, Inc. (sometimes referred to below as "FFF", "we" or "our") and the person or entity that registered as a Provider ("you") on the [MyFluVaccine.com](http://MyFluVaccine.com) website. Please note that these product purchase terms only apply to products purchased through the [MyFluVaccine.com](http://MyFluVaccine.com) website.

IF YOU PLACE AN ORDER THROUGH THE [MYFLUVACCINE.COM](http://MYFLUVACCINE.COM) WEBSITE, YOU WILL BE BOUND BY THESE TERMS AND THE TERMS OF SERVICE <https://www.myfluvaccine.com/termsandconditions.aspx> FOR THE SITE. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS, DO NOT PLACE AN ORDER ON THE [MYFLUVACCINE.COM](http://MYFLUVACCINE.COM) WEBSITE.

FOR INFLUENZA SEASON 2014-2015 (Effective December 27, 2013) ORDERS ARE CANCELABLE AT ANY TIME PRIOR TO JULY 1, 2014. You can cancel the order you submit on the [MyFluVaccine.com](http://MyFluVaccine.com) website at any time prior to July 1, 2014. You are obligated to pay the full purchase price of all product shipped to you for any order you place on the [MyFluVaccine.com](http://MyFluVaccine.com) website that is not canceled prior to July 1, 2014. If for any reason we are not able to ship you the product you ordered, we will not charge you for that product in accordance with the Limitation of Liability and Exclusive Remedy section below.

FOR INFLUENZA SEASON 2013-2014 (Effective January 22, 2013) ORDERS ARE CANCELABLE AT ANY TIME PRIOR TO JULY 1, 2013. You can cancel the order you submit on the MyFluVaccine.com<<http://MyFluVaccine.com>> website at any time prior to July 1, 2013. You are obligated to pay the full purchase price of all product shipped to you for any order you place on the MyFluVaccine.com<<http://MyFluVaccine.com>> website that is not canceled prior to July 1, 2013. If for any reason we are not able to ship you the product you ordered, we will not charge you for that product in accordance with the Limitation of Liability and Exclusive Remedy section below.

Prices. Prices charged for products will be the prices quoted on the MyFluVaccine.com<<http://MyFluVaccine.com>> website when you place your order.

Substitution. We reserve the right in our sole and absolute discretion to provide you with a different brand of vaccine, even though the vaccine you order is described as being provided by a particular manufacturer. Please note that only certain brands of vaccines may be used for pediatric patients. For avoidance of doubt, in the event we substitute product, we will be deemed to have filled the order and will not be subject to any liability under these Product Purchase Terms.

Payment terms. You are required to pay the entire purchase price upon receipt of the invoice you will receive after your shipment arrives. The invoice will reflect net 60 day terms, unless your order is billed through a wholesaler, in which case the invoice will reflect net 30 day terms. FFF will send you a separate invoice for each shipment of product and you will need to remit payment separately for each invoice.

Delivery terms.

\* F.O.B.; Shipment Contract. All sales are shipment (not destination) contracts made F.O.B. point of shipment and title passes to you, and FFF's liability as to performance ceases, upon delivery of vaccine to the carrier.

\* Specified Delivery Date. If you order products for a specific future delivery date, we will use commercially reasonable efforts to deliver the vaccine on or before the specific date you select on the order page calendar. For purposes of this order, close of business on the calendar date you select shall be your "Delivery Date" provided FFF is able to obtain the products from the manufacturer and the products have been released for sale to customers. If FFF is unable to obtain vaccine because the product is unavailable to FFF for any reason, notwithstanding its commercially reasonable efforts to obtain the product, the following term applies.

\* FFF Shall Have No Liability If It Is Unable To Ship Product. FFF cannot guarantee the supply or availability of any product and will have no liability for failure to supply products ordered if the product is unavailable to FFF for any reason notwithstanding its commercially reasonable efforts to obtain the product. This term is included in the Force Majeure provision below, and is restated here for clarity.

\* Early Delivery. FFF may be able to ship the vaccine you order on the MyFluVaccine.com<<http://MyFluVaccine.com>> website to you on a date or dates earlier than the Delivery Date. You will have the opportunity to check your order status on the MyFluVaccine.com<<http://MyFluVaccine.com>> website to approve FFF's shipment of vaccine to you on an earlier date. FFF will make reasonable efforts to contact you for approval prior to sending the vaccine earlier than the delivery date selected.

No Product Returns. Except as necessary to comply with applicable law or regulation, vaccine and other products purchased from FFF, whether through the MyFluVaccine.com<<http://MyFluVaccine.com>> website or otherwise, cannot be returned. FFF's responsible distribution channel requires that biopharmaceutical products move only from the manufacturer through FFF to the customer. FFF's responsible distribution channel is designed to promote product availability, safety and cost containment. FFF does not permit the return

of products, other than products that do not conform to your order, because the products cannot be resold by FFF. FFF's prices reflect its "no returns" policy.

Credit Approval. Your order on the MyFluVaccine website is subject to FFF's standard credit approval process.

LIMITATION OF WARRANTIES. FFF represents and warrants that it will acquire the product ordered by you directly from the manufacturer. Except as provided herein or as may otherwise be provided by law, FFF MAKES NO WARRANTIES AND HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED, OR STATUTORY REGARDING THE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR EFFECTIVENESS. FFF ALSO MAKES NO WARRANTY OF NON-INFRINGEMENT.

EXCLUDED DAMAGES. Except as may otherwise be provided by law, FFF SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES RELATED TO THE PRODUCT PURCHASED OR ANYTHING ELSE RELATING TO FFF'S PERFORMANCES (COLLECTIVELY, THE "FFF ITEMS") EVEN IF FFF HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE AND REGARDLESS OF THE THEORY UNDER WHICH SUCH DAMAGES ARISE (INCLUDING CONTRACT, TORT, PRODUCT LIABILITY, NEGLIGENCE OR STATUTES). THE FOREGOING DAMAGES THAT ARE EXCLUDED INCLUDE BUT ARE NOT LIMITED TO LOST PROFITS, LOST OPPORTUNITIES, LEGAL FEES, OUT OF POCKET EXPENSES AND RIPPLE EFFECT DAMAGES SUCH AS PERSONNEL EXPENSES ASSOCIATED WITH RESCHEDULING PATIENT APPOINTMENTS OR OTHERWISE SERVICING PATIENTS. If any remedy fails of its essential purpose, the damage, warranty, and remedy exclusions and limitations in this agreement still apply.

LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY. As a result of the difficulties of proof of loss, inconvenience or non-feasibility of otherwise obtaining an adequate remedy if applicable, YOUR EXCLUSIVE REMEDY FOR ANY LIABILITY OF FFF RELATING TO THE FFF ITEMS (AS DEFINED ABOVE) SHALL BE, AT FFF'S OPTION, one or more of the following.

- \* repair, return, or replacement of any or all of the relevant product;
- \* if FFF becomes aware that delivery will not occur on or before the Delivery Date because FFF is not able to timely tender vaccine to a carrier for delivery, FFF will offer you an opportunity to either consent to a delay in shipping, or cancel your order. If we notify you of a delayed Delivery Date which is 30 days or less after the original Delivery Date and do not receive notice that you wish to cancel before the vaccine is shipped, you will be deemed to have accepted the delayed Delivery Date;
- \* if (i) FFF has provided you with notice of delayed delivery on a date that is more than 30 days after the original Delivery Date, or provided you with notice that it does not know when it can deliver the vaccine; (ii) you have not previously agreed to a delayed Delivery Date that is more than 30 days after the original Delivery Date; and (iii) FFF does not tender the vaccine to a carrier for delivery within 30 days after the original Delivery Date, your order will be deemed to have been cancelled; or
- \* FFF will pay the damages (other than the damages excluded above) that are actually incurred by you in reasonable reliance, but not in excess of the amount actually paid by you to FFF.

FFF's Remedies. You acknowledge that products ordered by you will not be reserved for another customer of FFF and, thus, it is critical that you pay for all products shipped to you. In addition to all of FFF's other remedies allowed by law, you agree that if you do not pay any part of the purchase price when due, FFF shall, at its option, have any or all of the following remedies (but is not obligated to exercise any of them):

- \* Withhold or seek return of delivery of all or part of the products you ordered;
- \* Require you to accept the products you ordered and to pay the balance of the amount due and all collection costs and attorneys' fees associated with collection of the unpaid balance;

\* Retain any amounts that you have paid and ship products fully paid for by those balances; and/or

\* Avail itself of the remedies provided to sellers of product under the Uniform Commercial Code and other applicable laws.

The remedies listed above are not exhaustive. Any and all remedies available to FFF, whether expressly conferred by this agreement or which may now or subsequently exist in law or in equity by statute or otherwise, are cumulative. FFF's exercise of any right or remedy does not preclude its exercise of any other rights or remedies.

Purchase for Own Use and Not Resale. You agree that the products that you purchase from FFF are for your own use and shall not be resold or redistributed other than to facilities owned by you.

Attorneys' Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party, as specifically determined by the court, will be entitled to recover its costs, including attorneys' fees.

Force Majeure. Neither you nor FFF shall be in default or otherwise liable for any delay in or failure of performance under these product purchase terms where such delay or failure arises by reason of any strike, lockout, labor shortage, unavailability of common carriers, electrical equipment or availability failure, denial of service attacks, fire, breakdown in transportation, postal, or communications facilities, pandemic, explosion, act of God or the public enemy, terrorism, war, riot, interference by the military or governmental authorities, unavailability of product to FFF notwithstanding its commercially reasonable efforts to obtain the product, or compliance with applicable laws.

Change in Terms. FFF reserves the right to add, delete, modify or change these product purchase terms from time to time and in its sole discretion, and orders placed on the MyFluVaccine.com<<http://MyFluVaccine.com>> website will be subject to the product purchase terms posted and in effect on the MyFluVaccine.com<<http://MyFluVaccine.com>> website at that time.

Close Window<[7](javascript:window.close()></a></p></div><div data-bbox=)

Thank you Heather

**From:** Heather Cacace [mailto:[hcacace@fffenterprises.com](mailto:hcacace@fffenterprises.com)]  
**Sent:** Tuesday, February 04, 2014 6:05 PM  
**To:** Heather Henning  
**Subject:** RE: Flu Vaccine Order

Hi Heather,  
What number can I reach you?



Heather Cacace  
Strategic Account Executive  
(800) 843-7477, ext 1238  
Direct: (800) 248-7920  
Fax: (203) 795-8093

This message and any attachments are intended only for the designated recipient and may contain information that is privileged or confidential. If you have received this communication in error, please notify sender immediately by replying to this email and delete the message and any attachments from your system.

**From:** Heather Henning [mailto:[hhenning@tmhd.org](mailto:hhenning@tmhd.org)]  
**Sent:** Tuesday, February 04, 2014 10:22 AM  
**To:** Heather Cacace  
**Cc:** Jennifer LeRoy; Patrice Sulik  
**Subject:** Flu Vaccine Order

Hi Heather and Jennifer,  
This is a follow up to the January phone calls with Heather Cacace and this morning with Jennifer Leroy February 3, 2014

Since January the Trumbull Monroe Health District has wanted to place our flu vaccine order for the 2014-2015 flu season.

Our questions have remained the same:

- after what date may orders not be changed?
- until what date may we add or subtract the amount of flu vaccine we order ?
- until what date may we change the type of flu vaccine presentation we order?

Our Director of Health, Patrice Sulik, understood from Heather Cacace that this is the 2nd year of a 2 year contract with the State of Connecticut but we want to confirm the above dates and then place our order.

We wanted to place our order in January so that we would be able to receive our vaccine at the earliest possible shipping date.

Thank you for helping us in this matter.  
Heather Henning



**CHEVROLET OF MILFORD INC.**  
655 BRIDGEPORT AVE.  
MILFORD, CT 06460

CUST#: 17689DEAL#: 5055

**RETAIL PURCHASE ORDER  
FOR MOTOR VEHICLE**

203-876-8958

Date: 06/24/2013 Mail: \_\_\_\_\_ Stock No. 11C621  
Salesperson VINCENT LUONGO Delivered on \_\_\_\_\_  
Home Phone \_\_\_\_\_ or About 05/24/2013  
Business Phone \_\_\_\_\_  
Phone (203) 442-5195

Purchaser's Name TRUMBULL MONROE HEALTH DISTRICT City TRUMBULL State CT Zip 06611  
Address 2 CORPORATE DR # 116 Body \_\_\_\_\_ Type LT Color SILVER Trim LT W/ILT  
 NEW  USED  
 DEMONSTRATOR 2012 CHEVROLET MALIBU 4 (YEAR & MAKE) (MODEL) (CYL) \_\_\_\_\_ Driver's License No. \_\_\_\_\_

No. 1G17C5E0ACE295341 D.O.B. \_\_\_\_\_ S.S. No. \_\_\_\_\_  
FILL OUT THIS SECTION IF USED CAR OR TRUCK IS TO BE TRADED IN AS PART PAYMENT AND DO NOT WARRANT THE TITLE THERETO TO BE FREE AND CLEAR EXCEPT FOR THE UNPAID BALANCE AS SHOWN AND TO THE BEST OF MY KNOWLEDGE I THE UNDERSIGNED, STATE THAT THE MILEAGE AS SHOWN ON THE ODOMETER IS THE ACTUAL MILEAGE WHICH THE CAR HAS DRIVEN.

THE MILEAGE AS SHOWN ON THE ODOMETER OF THE MOTOR VEHICLE TO BE PURCHASED IS: 17505  
Mileage 9750

Make & Year FORD 2006 Model POL INTERCEPT  
Cyl. 8 Body Type 4DR SDN C Color WHITE Title No. \_\_\_\_\_  
Ident. No. 2FAFP71W46X155992 Allowance \$ 1950.00  
Balanced Owed \$ \_\_\_\_\_ Net Allowance \$ 1950.00  
To Whom Owed \_\_\_\_\_

NO INSURANCE IS INCLUDED IN THIS ORDER  
 THERE ARE NO OTHER PROMISES MADE TO ME  
OTHER CHARGES:  Enter My Order for insurance as follows:  
CREDIT INSURANCE AGREEMENT: The purchase of Accident & Health & Credit Life Insurance is voluntary and not required for credit.

Credit Life \$ \_\_\_\_\_  Accident & Health \$ \_\_\_\_\_  
Consumer's Signature [Signature] CASH PRICE AT SELLER'S PLACE OF BUSINESS 14955.00

BUYER'S SIGNATURE [Signature] VIN ETCH SERVICE (OPTIONAL) \$199.00  
DIAMOND FUSION (OPTIONAL) N/A  
WAIVER OF VEHICLE SERVICE CONTRACTS & INVESTMENT PROTECTION PLAN  
I HAVE HAD THE VEHICLE EXTENDED SERVICE PROTECTION PLAN EXPLAINED TO ME AND I AM AWARE OF IT'S BENEFITS.  
I HEREBY WAIVE ALL RIGHTS AND BENEFITS THAT THIS PROGRAM WOULD HAVE PROVIDED AND ELECT NOT TO FURTHER PROTECT MY VEHICLE OR INVESTMENT.  
CUSTOMER INITIALS [Signature]

My Ins. Co. is TRAVELERS  
My Ins. I.D. No. is H8103033P396TCT12

**TERMS OF WARRANTY**

THIS MOTOR VEHICLE NOT GUARANTEED BY CHEVROLET OF MILFORD INC.  
THIS VEHICLE IS SUBJECT TO A LIMITED WARRANTY OF \_\_\_\_\_  
FOR \_\_\_\_\_ MILES OR \_\_\_\_\_ MONTHS, WHICHEVER OCCURS FIRST, COPY GIVEN CLIENT.

THIS MOTOR VEHICLE IS GUARANTEED For 60 Days or 3000 miles whichever comes first. The retailer will pay 100% of the labor and 100% of the parts for the covered systems which renders the vehicle mechanically operational and sound during the warranty period. All work must be done in retailer's shop. No outside invoice will be honored by the retailer.

"AS IS" THIS VEHICLE IS SOLD "AS IS" THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS, WE MUST KEEP THEM, EVEN IF WE SELL "AS IS". TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES INTO WRITING.  
CONSUMER SIGNATURE \_\_\_\_\_

THIS MOTOR VEHICLE BEING PURCHASED IS A PREVIOUS RENTAL / LEASE VEHICLE (init.) \_\_\_\_\_

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sales. Buyer's Guide Disclosure

NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE MONTHLY BEGINNING
1 Final	\$ 13700.00	08/08/2013
		DUE ON 08/08/13

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. A.P.R. <u>N/A</u> %	FINANCE CHARGE The dollar amount the credit will cost you. \$ <u>N/A</u>	Amount Financed The amount of credit provided to you or on your behalf. \$ <u>13700.00</u>	Total of Payments The amount you will have paid after you have made all the payments as scheduled. \$ <u>13700.00</u>	Total Sale Price The total cost of your purchase on credit, including your down-payment of \$ <u>1850.00</u> is \$ <u>15550.00</u>
--	--	--	---	---

I have read the terms and conditions on the back hereof and agree to them as a part of this order the same as if they were printed above my signature. The front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same has been made or entered into. I hereby acknowledge receipt of a copy of this order, and certify that I am of legal age.

**THIS ORDER IS NOT BINDING UNTIL SIGNED AND ACCEPTED BY RETAILER**  
Client's Signature: \_\_\_\_\_ and I have received a copy of this order. Date 06/24/2013  
Accepted By: CHEVROLET OF MILFORD INC. (Dealer)

Authorized Signature \_\_\_\_\_ (Name and Title) Date 06/24/2013  
**FINAL PAYMENT CASH OR CERTIFIED CHECK**

CERTIFICATE OF TITLE



STATE OF CONNECTICUT  
DEPARTMENT OF MOTOR VEHICLES

VEHICLE IDENTIFICATION NUMBER (VIN) 1G1ZC5E04CF285350	YEAR 2012	MAKE CHEV	MODEL MALIBU	BODY STYLE 4D SED	CYL. 04	NEW/USED USED
TITLE NUMBER 034147346	DATE OF ISSUE 07/25/2013	PRIOR TITLE NUMBER GS2012052000	PRIOR TITLE STATE NJ	PURCHASE DATE 06/24/2013	ODOMETER READING 017605	

OWNER(S):  
TRUMBULL MONROE HEALTH  
DISTRICT  
2 CORPORATE DR S116  
TRUMBULL CT 06611-1376

FIRST LIENHOLDER: \_\_\_\_\_ DATE OF LIEN: \_\_\_\_\_

SECOND LIENHOLDER: \_\_\_\_\_ DATE OF LIEN: \_\_\_\_\_



TRUMBULL MONROE HEALTH  
DISTRICT  
2 CORPORATE DR S116  
TRUMBULL CT 06611-1376

VEHICLE IDENTIFICATION NUMBER (VIN)



TITLE NUMBER



RELEASE OF LIENS	
FIRST LIEN INTEREST IN DESCRIBED VEHICLE IS HEREBY RELEASED	
NAME	
AUTHORIZED SIGNATURE X	DATE RELEASED
SECOND LIEN INTEREST IN DESCRIBED VEHICLE IS HEREBY RELEASED	
NAME	
AUTHORIZED SIGNATURE X	DATE RELEASED

S80604 REV. 01/11

The Commissioner of Motor Vehicles hereby certifies that an application for a certificate of title for the motor vehicle described herein has been duly filed, pursuant to the provisions of the laws of the State of Connecticut, and based on the statements of the applicant and the records on file with this agency. The applicant named is the owner of said vehicle. The Department of Motor Vehicles further certifies that the vehicle is subject to any security interests shown herein.

IN WITNESS WHEREOF,  
I have affixed my hand.

*Melody A. Curvey*  
COMMISSIONER OF MOTOR VEHICLES

THIS TITLE CONTAINS A WATERMARK

THIS TITLE CONTAINS A WATERMARK

65054M

**CERTIFICATE OF ORIGIN FOR A VEHICLE**

0886



DATE  
10/14/98

VEHICLE IDENTIFICATION NO.  
1G1JC5245X7153802

BODY TYPE  
4 DOOR

H.P. (S.A.E.)  
19.6

G.V.W.R.  
3673

YEAR  
1999

NO. CYLS.  
04

RBLPD019  
INVOICE NO.  
10D37540076

MAKE  
CHEVROLET

SHIPPING WEIGHT  
2690

SERIES OR MODEL  
1JC69

277-TR Baranowski Health

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

PARTYKA CHEVROLET INC  
200 SKIFF ST  
HAMDEN

02375 21867Q

CT 06517-1096

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

\*\*\*\*\*  
\* THIS VEHICLE \*  
\* HAS A \*  
\* CALIFORNIA \*  
\* EMISSION \*  
\* SYSTEM \*  
\*\*\*\*\*

CHEVROLET MOTOR DIVISION  
GENERAL MOTORS CORPORATION

*Daniel E. Fingert*

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

G11596653

DETROIT

MI 48243-1006

CITY - STATE

GM 521 REV. 7-95

Health - 276 TR "Moluc"

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

December 1, 2014

### **Re: Five Year Capital Improvement Plan for the Town of Trumbull**

Dear Chairwoman Hammers, Chairman Massaro and Members of the Trumbull Board of Finance and Trumbull Town Council:

Enclosed herewith is the Town of Trumbull's Five Year Capital Improvement Plan. In preparing this report, Director of Public Works, John Marsilio and Director of Finance, Maria Pires met with critical stakeholders and other Town employees to determine needs and priorities of the Town of Trumbull to improve our overall infrastructure - - for both the Town and the Board of Education. Town officials reviewed all requests and toured the facilities and roads contained in this report. This report also contains cost estimates of repair or replacement for each project. Members of my administration have reviewed all capital requests with relevant department heads and prioritized the need of various projects that were suggested at specific locations. Throughout this process, supervisors in the Department of Public Works conducted an inventory and assessment of all line items associated with the Department of Public Works.

In addition, you will note that there is a five year capital plan for all Trumbull Board of Education buildings. I would like to take this opportunity to publicly thank Dr. Cialfi and Mark Deming, Director of Facilities for the Trumbull Board of Education for working diligently to develop a BOE Capital Improvement Plan. Dr. Cialfi and Mr. Deming inherited a challenging set of circumstances and they are to be congratulated for their efforts to bring meaningful reform. Our approach to this plan is rather simple; identify the highest priorities and then develop a proposed schedule that achieves our priorities without placing undue burden on the Trumbull taxpayers.

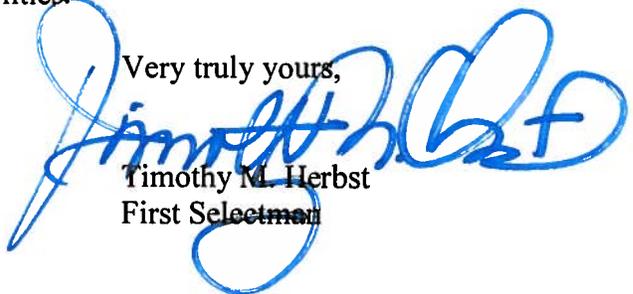
A debt schedule will be forthcoming as specific projects are identified for such funding. I should also point out that the Town could potentially budget some items listed in the plan or use its annual allocation of State funding such as LOCIP (Local Capital Improvement Program) or TAR (Transportation and Roadways) to cover project costs. The decision to budget or bond will ultimately be made by legislative bodies of the Town should they believe it is in the Town's best interest to address these issues at this time.

In the months ahead, I ask that members of the Board of Finance and Town Council review the plan and meet with myself, our Director of Public Works, and our Director of Finance to discuss the priority projects and funding sources that are necessary to implement the recommendations listed in this report.

Finally, I would like to emphasize that the capital plan is a work in progress and will be reviewed and revised annually. This plan does not commit the Town financially to any or all of the projects contained within said report; the plan is meant to serve as a guide and a tool for planning, budgeting, maintenance and operations of Town facilities. The plan is also a state requirement.

I greatly appreciate the due diligence exercised by the Town Council in their review of the Trumbull Capital Plan. I look forward to having more in depth discussions with members of the Board of Education, Town Council and Board of Finance regarding the ongoing operations and maintenance of Town and Board of Education facilities.

Very truly yours,



Timothy M. Herbst  
First Selectman

**2015 - 2019  
CAPITAL IMPROVEMENT PLAN  
NARRATIVE**

Summaries are listed below. See attached Exhibits for additional information regarding requests.

**STANDARD DEFINITION FOR CAPITAL IMPROVEMENT**

- Any acquisition or lease of land
- Purchase of major equipment or vehicles in excess of \$10,000 with life expectancy 5+ years
- Construction of new building facilities with cost in excess of \$10,000
- Major building improvements with a cost in excess of \$10,000
- Major equipment or furnishings in excess of \$10,000

**BOARD OF EDUCATION**

The Board of Education Facilities Director, Mark Deming, prepared the plan. **See Exhibit A for the proposal detail.**

**ROADWAYS**

Streets were prioritized based on wear, safety, and usage. Cost includes much needed drainage repairs where indicated due to severe deterioration, asphalt, tack, catch basin, manholes, curbing as needed, grading/compacting, loading and trucking of excess material, in addition to an estimate for shoulder restoration charges that will be incurred. Video Inspection was also included for each year. Estimates based on current pricing for milling/reclaiming and asphalt. An additional line item was added each year to cover the cost of any additional drainage repairs that may be required as a result of video inspection findings. **See Exhibit B for drainage related cost information.**

**PUBLIC FACILITIES**

Costs are based on professional estimates from a report prepared by Antinozzi Associates, which was revised on September 30, 2010. Projects were reviewed and updated as necessary. Projects will be bid as required by Charter and costs are subject to change. **See Exhibit C.**

*Nichols Library:*

Electrical - Replacement of lighting throughout building to more energy efficient lights.  
Replacement to be done in possible partnership with UI.

*Police Headquarters:*

Doors and Windows - Replacement of aged and deteriorated garage doors/frames. Cost based on Antinozzi Associates building inspection report.

Conveying Systems – Replacement of existing elevator based on Antinozzi Associates building inspection report.

*EMS Building:*

Masonry- Repointing of exterior walls of structure. Cost is based on Antinozzi Associates building inspection report.

Thermal and Moisture Protection – Replace existing facility roof. The cost of this project is based on the rate recently paid per square foot to replace roofing at the Highway Complex (\$25/sq. ft.) applied to the building size of 6,200 square feet.

**FLEET & EQUIPMENT**

Highway and Parks Departments replace equipment based on usage and condition. The vehicle may have rust and erosion due to road or work conditions that require replacement sooner than the recommended useful life. The general rule is to replace this equipment every 15 to 20 years. **See Exhibit D.**

Cost estimates are as follows:

Snowplow/Sander: Based on current pricing per attached documentation for chassis and sander. Pricing reflects state bid rates.

Hook Lift Trucks: Replacement of (2) Leaf Trucks, model year 1996, with Hook Lift style vehicles that serve multiple purposes as opposed to being restricted to leaf collection only. Pricing reflects current state bid pricing plus an additional amount to reflect an anticipated price increase between the 2015 and 2016 model years.

Aerial Lift Truck: Replacement of 1992 Ford E-350 aerial lift truck used for various repairs. The current vehicle has exceeded its useful life. Pricing is based on the preliminary quote attached with an additional amount added for anticipated price increases between 2015 and 2016.

**ECONOMIC DEVELOPMENT**

See attached **Exhibit E** regarding the modernization of the Long Hill Green in light of recent business development in this area.

**PARK IMPROVEMENTS**

Park improvements are necessary for the functioning and usefulness of the recreational facilities and for safety purposes. Costs are estimated by Superintendent of Parks.

*Beach Memorial Pool* – The pool is one of the most heavily utilized amenities within the Towns Parks and Recreation system. Unfortunately, two years ago the safety pad broke free causing a tear within the vinyl liner. Parks enacted repairs to the liner and had a new pad anchored, however during this year's season there was significant evidence of damage beneath the liner. The infiltration of water under the liner has clearly accelerated deterioration of the inner shell basin. Cracking and rubble is easily felt under foot in large areas of the pool and as a result it is only a matter of time before the liner is punctured at multiple points from the underside through even regular pool activities.

The exact extent of the damage that needs to be repaired obviously cannot be determined until the existing liner is removed. Once that occurs we must be prepared for not only a re-installation of a new liner but also Gunitite/Concrete restoration to all affected areas of the pool shell **immediately** commencing after Labor Day shutdown.

Urgency must be noted as the damage is relatively limited, however if left unabated, a more involved renovation project will have to meet various new regulatory standards by the State Health Department which will significantly increase total costs to the project and may not be approved at all in its current physical configuration.

*Unity Park Irrigation Replacement* – The irrigation systems installed within the areas know as U#1, U#2, Babe Ruth and connecting interior are the oldest systems in Town. Having originally been installed in the early nineties, they are well past their useful life and are regularly experiencing catastrophic failures especially due to the amount of metallic pipe that was utilized at that time.

In order to complete these installations and not significantly disrupt the many user groups who depend on Unity Park, the installation would have to include significant landscaping and sod work to get the fields back into play without extended downtime.

*Vortex and JV Softball Field Backstop Relocation (Field Swap)* – In an effort to maximize the Hillcrest campus for extended multipurpose play, a location swap is required. The Backstop and Dugout Guards have exceeded their useful life and are in need of renovation. Marrying both the repairs and a thoughtful reconfiguration of placement would not only improve performance for the designated activities, but in turn will create larger unobstructed areas from practice fields that would facilitate Football and Lacrosse practices throughout the year.

*Irrigation of Hillcrest Field Hockey/J.V. Baseball Outfield* – Growing natural turf for Field Hockey is very demanding due to the extremely short height of cut required for games. The shared use of the area for Baseball severely stresses the grass where the only way to manage the area without loss is to restrict play. Irrigation would provide the tools to keep the turf in a healthier state throughout the season as well as allow for quicker recovery from annual play.

*Indian Ledge Artificial Turf* - In order to maintain competitiveness, all recreational and scholastic field users have long ago transitioned into requiring year round field availability. Peak demands regularly collide with inclement weather by season, which in turn creates delays or cancelations as well as increased maintenance costs along with declining field conditions. All inclusive, seasons of play, practices, clinics, and tournaments put unrealistic demands on natural turf and as a result the Town has been struggling or has been simply unable to provide safe playable field space.

Indian Ledge Field #1 is ideally suited to get maximum return on investment with its transformation into an artificial playing surface for the following reasons:

- It will repurpose a preexisting field site thereby avoiding any new development on Town owned property.
- IL #1 has the capability to incorporate both a traditional turf layout as well as a full size baseball field without impacting playability of any types of sports activities.

- Whenever funding was available and without the possibility of affecting neighbors, Indian Ledge has sufficient power present to accommodate lighting the field thereby extending play even further.
- Parking, Restrooms and a pre-existing multi-field campus makes for an ideal initial location for improving the Towns overall field accommodations.

## **PUBLIC SAFETY**

### **Cell Block Modifications - \$100,000**

Replace the barred cells with clear, heavy plastic cell doors to offer greater visibility for both officer and prisoner safety.

## **ENGINEERING**

*Hedgehog Road/Beldon Brook* –FEMA related issue. Several years ago work was done along the river by a private owner. A flood plain analysis was not performed at the time of completion. FEMA has requested that the analysis be done at this time.

*Tashua/High Ridge Intersection* –Drainage issues were discovered at this intersection during video inspections of the “glassphalt” road repaving project that need to be addressed/corrected.

*Strobel/Moose Hill Road Reconstruction Projects* – Detailed cost estimates are attached regarding the paving/reconstruction of these roadways. In regards to Moose Hill Road, construction is to be funded via submittal for State funding.

**See Exhibit F.**

## **ENTERPRISE**

WPCA projects provided by Town Engineer for various repairs town wide repairs. In addition cost estimates are provided for determination of probable costs to complete Contract V. **See Exhibit G.**

**CAPITAL IMPROVEMENT PLAN  
CALENDAR YEARS 2015-2019**

	<b>CY 2015</b>	<b>CY 2016</b>	<b>CY 2017</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>TOTAL</b>
Board of Education	\$ 4,286,049	\$ 4,587,648	\$ 1,663,482	\$ 1,884,427	\$ 3,013,000	\$ 15,434,606
Roadways	2,804,073	1,692,103	2,714,440	3,880,475	2,849,452	\$ 13,940,543
Public Facilities	329,000	6,592,840	426,400	65,700	-	\$ 7,413,940
Fleet & Equipment	710,000	490,000	644,000	175,000	585,000	\$ 2,604,000
Other	10,244,911	3,510,000	2,300,000	180,000	760,000	\$ 16,994,911
Enterprise	1,120,000	3,670,000	3,752,000	3,275,000	875,000	12,692,000
<b>TOTAL*</b>	<b>\$19,494,033</b>	<b>\$ 20,542,591</b>	<b>\$ 11,500,322</b>	<b>\$ 9,460,602</b>	<b>\$ 8,082,452</b>	<b>\$ 69,080,000</b>

Five-Year Total

\* Projected costs are gross amounts; actual bonded amounts will be net of any other funding sources, including State reimbursements. Amounts proposed for future periods are not adjusted for inflation.

**Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2019**

Revised: November 2014

**District Totals by Year**

<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>
<b>2,886,049</b>	<b>3,379,915</b>	<b>1,598,482</b>	<b>1,832,427</b>	<b>2,323,000</b>

## Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020

Revised: November 2014

<b>Hillcrest Middle School</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Energy Conservation Project	1,381,000					1,381,000
3	Asbestos Abatement VAT/Piping insulation	90,000					90,000
4	Parking Lot and Driveway paving	979,378					979,378
5	Roof Replacement @ \$12.00 per sq. ft.		1,476,000				1,476,000
							0
	<b>School Total</b>	<b>2,450,378</b>	<b>1,476,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,926,378</b>

<b>Madison Middle School</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Energy Conservation Project	1,400,000					1,400,000
2	Asbestos Abatement VAT/Piping insulation		90,000				90,000
3	Create handicap parking in front of building		80,000				80,000
4	Update clock system			125,000			125,000
5	Parking Lot and Driveway paving				1,107,427		1,107,427
6	Window Replacement					1,500,000	1,500,000
7	Tech Ed air filtration system upgrade				15,000		15,000
8	Replace all lockers in PE					75,000	75,000
	<b>School Total</b>	<b>1,400,000</b>	<b>170,000</b>	<b>125,000</b>	<b>1,122,427</b>	<b>1,575,000</b>	<b>4,392,427</b>

### Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020

<b>Middlebrook Elementary</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Energy Conservation Project						0
2	Asbestos Abatement VAT/Piping insulation		90,000				90,000
3	Parking Lot and Driveway paving			520,120			520,120
4	Flooring interior repairs and replacement				100,000		100,000
5	Sidewalk repairs and replacement				25,000		25,000
6	Roof Replacement @ 12.00 per sq ft					708,000	708,000
	<b>School Total</b>	0	90,000	520,120	125,000	708,000	1,443,120

<b>Daniel Farms Elementary</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Energy Conservation Project						0
2	Asbestos Abatement VAT/Piping insulation		40,000				40,000
3	Parking Lot and Driveway paving		513,823				513,823
4	Roof Replacement		684,000				
	<b>School Total</b>	0	553,823	0	0	0	553,823

<b>Jane Ryan Elementary</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Panel Replacement 800 amp 3 Phase	35,000					35,000
2	Energy Conservation Project						0
3	Asbestos Abatement VAT/Piping insulation						0
4	Parking Lot and Driveway paving		590,255				590,255
	<b>School Total</b>	35,000	590,255	0	0	0	625,255

### Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020

<b>Booth Hill Elementary</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Panel Replacement 800 amp 3 Phase	35,000					35,000
2	Energy Conservation Project						0
3	Lighting upgrade interior/exterior led PACT						0
4	Asbestos Abatement VAT/Piping insulation			40,000	40,000	40,000	120,000
5	Parking Lot and Driveway paving		523,733				523,733
							0
	<b>School Total</b>	35,000	523,733	40,000	40,000	40,000	678,733

<b>Tashua Elementary</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Energy Conservation Project						0
2	Parking Lot and Driveway paving		344,837				344,837
3	Asbestos Abatement VAT/Piping insulation				90,000	40,000	130,000
4	Roof replacement @\$12.00 per sq ft			624,000			624,000
							0
	<b>School Total</b>	0	344,837	624,000	90,000	40,000	1,098,837

<b>Frenchtown Elementary</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Retro-commissioning UI Program	0					0
2	Carpet/Tile office, rms141/142, Library	50,000					50,000
3	Parking Lot and Driveway paving					650,000	650,000
							0
	<b>School Total</b>	50,000	0	0	0	0	50,000

### Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020

<b>TECEC</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Retro-commissioning UI Program	0					0
2	Lighting Improvements on Exterior						0
3	PA system upgrades and additional coverage						0
4							0
<b>School Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Agriscience High School</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Retro-commissioning UI Program	0					0
2	Parking Lot and Driveway paving	238,671					238,671
3	Greenhouse repairs (walls) and upgrades		50,000				50,000
4	Storage building construction 10 X 20			25,000			25,000
5	Acoustical panel installation				12,000		12,000
<b>School Total</b>		<b>238,671</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>288,671</b>

<b>Trumbull High School</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Retro-commissioning UI Program	0					0
2							0
3							0
<b>School Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020

Equipment and Infrastructure District Wide		CY2015	CY2016	CY2017	CY2018	CY2019	5yr Request
1	Grounds Equipment (Mowers)	23,000					23,000
2	Snow Removal Equipment replacement (truck)		70,000				70,000
3	Vehicle replacements (two utility bodies) w/plow				120,000		120,000
4							0
	<b>School Total</b>	<b>23,000</b>	<b>70,000</b>	<b>0</b>	<b>120,000</b>	<b>0</b>	<b>213,000</b>

Long Hill Administration Building		CY2015	CY2016	CY2017	CY2018	CY2019	5yr Request
1	Boiler Replacement	54,000					54,000
2	Lighting upgrade interior/exterior led		35,000				35,000
3	Parking Lot and Driveway paving			329,362			329,362
4	Roof Replacement				375,000		375,000
5							0
	<b>BuildingTotal</b>	<b>54,000</b>	<b>35,000</b>	<b>329,362</b>	<b>375,000</b>	<b>0</b>	<b>793,362</b>

**EXHIBIT A**

**Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2019**

Revised: November 2014

District Totals by Year	CY2015	CY2016	CY2017	CY2018	CY2019
	4,286,049	4,587,648	1,663,482	1,884,427	3,013,000

**Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020**

Revised: November 2014

<b>Hillcrest Middle School</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Energy Conservation Project	1,381,000					1,381,000
3	Asbestos Abatement VAT/Piping insulation	90,000					90,000
4	Parking Lot and Driveway paving	979,378					979,378
5	Roof Replacement @ \$12.00 per sq. ft.		1,476,000				1,476,000
							0
	<b>School Total</b>	<b>2,450,378</b>	<b>1,476,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,926,378</b>

<b>Madison Middle School</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Energy Conservation Project	1,400,000					1,400,000
2	Asbestos Abatement VAT/Piping insulation		90,000				90,000
3	Create handicap parking in front of building		80,000				80,000
4	Update clock system			125,000			125,000
5	Parking Lot and Driveway paving				1,107,427		1,107,427
6	Window Replacement					1,500,000	1,500,000
7	Tech Ed air filtration system upgrade				15,000		15,000
8	Replace all lockers in PE					75,000	75,000
	<b>School Total</b>	<b>1,400,000</b>	<b>170,000</b>	<b>125,000</b>	<b>1,122,427</b>	<b>1,575,000</b>	<b>4,392,427</b>

### Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020

<b>Middlebrook Elementary</b>		CY2015	CY2016	CY2017	CY2018	CY2019	5yr Request
1	Energy Conservation Project						0
2	Asbestos Abatement VAT/Piping insulation		90,000				90,000
3	Parking Lot and Driveway paving			520,120			520,120
4	Flooring interior repairs and replacement				100,000		100,000
5	Sidewalk repairs and replacement				25,000		25,000
6	Roof Replacement @ 12.00 per sq ft					708,000	708,000
<b>School Total</b>		0	90,000	520,120	125,000	708,000	1,443,120

<b>Daniel Farms Elementary</b>		CY2015	CY2016	CY2017	CY2018	CY2019	5yr Request
1	Energy Conservation Project						0
2	Asbestos Abatement VAT/Piping insulation		40,000				40,000
3	Parking Lot and Driveway paving		513,823				513,823
4	Roof Replacement		684,000				684,000
<b>School Total</b>		0	1,237,823	0	0	0	1,237,823

<b>Jane Ryan Elementary</b>		CY2015	CY2016	CY2017	CY2018	CY2019	5yr Request
1	Panel Replacement 800 amp 3 Phase	35,000					35,000
2	Energy Conservation Project						0
3	Asbestos Abatement VAT/Piping insulation						0
4	Parking Lot and Driveway paving		590,255				590,255
<b>School Total</b>		35,000	590,255	0	0	0	625,255

**Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020**

<b>Booth Hill Elementary</b>						
	CY2015	CY2016	CY2017	CY2018	CY2019	5yr Request
1	35,000					35,000
2						0
3						0
4		523,733	40,000	40,000	40,000	120,000
5						523,733
						0
	<b>School Total</b>	<b>523,733</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>678,733</b>

<b>Tashua Elementary</b>						
	CY2015	CY2016	CY2017	CY2018	CY2019	5yr Request
1						0
2		344,837				344,837
3				90,000	40,000	130,000
4			624,000			624,000
	<b>School Total</b>	<b>344,837</b>	<b>624,000</b>	<b>90,000</b>	<b>40,000</b>	<b>1,098,837</b>

<b>Frenchtown Elementary</b>						
	CY2015	CY2016	CY2017	CY2018	CY2019	5yr Request
1	0					0
2	50,000					50,000
3					650,000	650,000
						0
	<b>School Total</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>650,000</b>	<b>700,000</b>

**Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020**

<b>TECEC</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Retro-commissioning UI Program	0					0
2	Lighting Improvements on Exterior						0
3	PA system upgrades and additional coverage						0
4							0
<b>School Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Agriscience High School</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Retro-commissioning UI Program	0					0
2	Parking Lot and Driveway paving	238,671					238,671
3	Greenhouse repairs (walls) and upgrades		50,000				50,000
4	Storage building construction 10 X 20			25,000			25,000
5	Acoustical panel installation				12,000		12,000
<b>School Total</b>		<b>238,671</b>	<b>50,000</b>	<b>25,000</b>	<b>12,000</b>	<b>0</b>	<b>325,671</b>

<b>Trumbull High School</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Retro-commissioning UI Program	0					0
2							0
3							0
<b>School Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Town of Trumbull, Board Of Education, Capital Budget Proposal and Five Year plan 2015-2020**

<b>Equipment and Infrastructure District Wide</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Grounds Equipment (Mowers)	23,000					23,000
2	Snow Removal Equipment replacement (truck)		70,000				70,000
3	Vehicle replacements (two utility bodies) w/plow				120,000		120,000
4							0
	<b>School Total</b>	<b>23,000</b>	<b>70,000</b>	<b>0</b>	<b>120,000</b>	<b>0</b>	<b>213,000</b>

<b>Long Hill Administration Building</b>		<b>CY2015</b>	<b>CY2016</b>	<b>CY2017</b>	<b>CY2018</b>	<b>CY2019</b>	<b>5yr Request</b>
1	Boiler Replacement	54,000					54,000
2	Lighting upgrade interior/exterior led		35,000				35,000
3	Parking Lot and Driveway paving			329,362			329,362
4	Roof Replacement				375,000		375,000
5							0
	<b>Building Total</b>	<b>54,000</b>	<b>35,000</b>	<b>329,362</b>	<b>375,000</b>	<b>0</b>	<b>793,362</b>

2015-2019

Capital Improvement Plan

Narrative

Board of Education

**Introduction**

In presenting the Capital Improvement Plan for the Trumbull Board of Education the goal of this CIP is to address the high cost of energy, health of our schools, safety and security. You will see the plans' focus is on energy conservation projects. Targeting the buildings whose energy costs are highest and are being designed to upgrade our physical plants whose average age is over fifty five years, with modern boilers, Building Management Systems and LED lighting. These projects are being designed to pay for themselves with energy savings with an ROI (Return On Investment) of less than ten years, and to be cost neutral in or after the first year. A Performance Contracting financing vehicle or also known as an EPC (Energy Performance Contract) a type of lease/purchase method to fund these projects as opposed to bonding. This we hope will allow for bonding to address other needs of the district such as paving, roofs and other deficiencies that have no ROI but are crucial to the health and safety of those who use our facilities.

We also begin to address with this CIP a more systematic approach to asbestos abatement work, to gain financial efficiencies through the "economy of scale" for our projects. Also allowing for a more proactive approach to asbestos remediation, and eliminate the existing more costly reactionary approach.

Parking Lot repaving costs were estimated cooperatively with the Public Works Department, to address the degradation of these lots and driveways, in order to decrease our liability and improve safety.

Roofs within the district are in need of a planned proactive CIP to address numerous leaks, and an overall aged roofing system throughout the district. In addition the school district in cooperation with the town is proactively seeking the installation of Photo Voltaic Arrays on our roofs through Power Purchase agreements that could reduce our cost of the energy produced by almost 50%.

### **Hillcrest Middle School**

Energy conservation project proposed to be funded through an EPC. Asbestos abatement to address VAT (Vinyl Asbestos Tile) and mastic, along with asbestos containing pipe insulation within the school. Roof replacement requests is being made based on the number of active leaks during weather events and the age of the roofs. Hillcrest school is identified as a priority for paving due to the increased visitation and usage due to pool usage at night and on weekends.

### **Madison Middle School**

Energy conservation project proposed to be funded through an EPC, and the cost is at this point estimated pending a detailed scope of work and energy audits. Asbestos abatement to address VAT (Vinyl Asbestos Tile) and mastic, along with asbestos containing pipe insulation within the school. The absence of Handicap Parking at the front of the school is problematic, systems such as clocks, air filtration and window systems are original to the building and in need of improvement.

### **Middlebrooks Elementary**

Energy conservation project proposed to be funded through an EPC, and the cost is at this point estimated pending a detailed scope of work and energy audits. Asbestos abatement to address VAT (Vinyl Asbestos Tile) and mastic, along with asbestos containing pipe insulation within the school. Window system, roof and sidewalk repairs are going to be needed with in the time frame of this CIP.

### **Daniel Farms Elementary**

Energy conservation project proposed to be funded through an EPC, and the cost is at this point estimated pending a detailed scope of work and energy audits. Asbestos abatement to address VAT (Vinyl Asbestos Tile) and mastic, along with asbestos containing pipe insulation within the school. Window, Roof, Parking/driveways and other outdated systems will be needed within the time frame of this CIP.

### **Jane Ryan Elementary**

Energy conservation project proposed to be funded through an EPC, and the cost is at this point estimated pending a detailed scope of work and energy audits. Asbestos abatement to address VAT (Vinyl Asbestos Tile) and mastic, along with asbestos containing pipe insulation within the school. Window, Roof, Parking/driveways and other outdated systems will be needed within the time frame of this CIP.

### **Booth Hill Elementary**

Energy conservation project proposed to be funded through an EPC. Asbestos abatement to address VAT (Vinyl Asbestos Tile) and mastic, along with asbestos containing pipe insulation within the school. Window, Roof, Parking/driveways and other outdated systems will be needed within the time frame of this CIP.

### **Tashua Elementary**

Energy conservation project proposed to be funded through an EPC. Asbestos abatement to address VAT (Vinyl Asbestos Tile) and mastic, along with asbestos containing pipe insulation within the school. Window, Roof, Parking/driveways and other outdated systems will be needed within the time frame of this CIP.

### **Frenchtown Elementary**

This building is currently enrolled in a UI program called Retro Commissioning to identify areas and projects to realize operational energy savings. Within the building there are areas of high traffic and other areas where carpet was installed and is inappropriate for the use of the room. Carpet lifecycles are typically 7-10 years depending on use and functionality of the rooms.

### **TECEC**

This building is currently enrolled in a UI program called Retro Commissioning to identify areas and projects to realize operational energy savings. Additionally the building requires improvements to exterior lighting and exterior public address systems.

**Agriscience High School**

This building is currently enrolled in a UI program called Retro Commissioning to identify areas and projects to realize operational energy savings. Additionally the building requires improvements and upgrades to the green house, additional storage, acoustical panels in the common room, along with paving of parking and driveways.

**Trumbull High School**

This building is currently enrolled in a UI program called Retro Commissioning to identify areas and projects to realize operational energy savings.

**EXHIBIT B**

Project : **Barnswallow Drainage Repairs**

Date: 11/24/2014

Estimate By: FMS

Checked By: FMS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	12" SDR -35	lf	250	60.00	15000.00
	15" SDR-35	lf	1,000	65.00	65000.00
	18" SDR-35	lf	600	70.00	42000.00
	6" underdrain	lf	400	30.00	12000.00
	Catch Basins	ea	20	4500.00	90000.00
	Manholes	ea	5	4000.00	20000.00
	30" RCP Crossing	lf	24	100.00	2400.00
	Headwall	ea	2	3000.00	6000.00
	Temporary Asphalt	sy	30	1800.00	54000.00
	Water Stops	ea	5	6000.00	30000.00
	Sawcutting	lf	4500	4.00	18000.00
					\$ -
				<b>UNIT PRICE SUBTOTAL = \$</b>	<b>354,400.00</b>

**ALLOWANCES**

	Traffic Control	allow	1	30000.00	\$ 30,000.00
				<b>ALLOWANCE SUBTOTAL = \$</b>	<b>30,000.00</b>

**UNIT PRICE + ALLOWANCE = \$ 384,400.00**

**LUMP SUM ITEMS**

				<b>LUMP SUM SUBTOTAL = \$</b>	<b>-</b>

**SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM = \$ 384,400.00**

	Construction Inspection				\$ 40,000.00
	Contengency (15%)				\$ 57,660.00

**Contingency & Incidents ( (Unit Price + Allowances + Lump Sum ) )**

**TOTAL = \$ 482,060.00**

Project : Chalon Drainage Repairs

Date: 11/24/2014  
 Estimate By: FMS  
 Checked By: FMS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
					0.00
	15" SDR-35	lf	250	65.00	16250.00
	18" SDR-35	lf	450	70.00	31500.00
	6" underdrain	lf	200	30.00	6000.00
	Catch Basins	ea	7	4500.00	31500.00
	Manholes	ea	5	4000.00	20000.00
	Temporary Asphalt	sy	25	600.00	15000.00
	Sawcutting	lf	2000	3.00	6000.00
					\$ -
				<b>UNIT PRICE SUBTOTAL =</b>	<b>\$ 126,250.00</b>

**ALLOWANCES**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Traffic Control	allow	1	10000.00	\$ 10,000.00
				<b>ALLOWANCE SUBTOTAL =</b>	<b>\$ 10,000.00</b>

				<b>UNIT PRICE + ALLOWANCE =</b>	<b>\$ 136,250.00</b>
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**LUMP SUM ITEMS**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
				<b>LUMP SUM SUBTOTAL =</b>	<b>\$ -</b>

				<b>SUBTOTAL - UNIT PRICE + ALLOWANCES + LUMP SUM =</b>	<b>\$ 136,250.00</b>
--	--	--	--	--	----------------------

	Construction Inspection				\$ 30,000.00
	Contengency (15%)				\$ 20,437.50

<b>Contingency &amp; Incidents ( (Unit Price + Allowances + Lump Sum ) )</b>					
				<b>TOTAL =</b>	<b>\$ 186,687.50</b>

Project : **Blackhouse - Drainage repairs**

Date: 11/24/2014

Estimate By: FMS

Checked By: FMS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	12" SDR -35	lf	450	65.00	29250.00
	24" RCP	lf	300	85.00	25500.00
	6" underdrain	lf	400	30.00	12000.00
	Catch Basins	ea	15	4500.00	67500.00
	Manholes	ea	5	4000.00	20000.00
	Temporary Asphalt	sy	30	800.00	24000.00
	Water Stops	ea	7	6000.00	42000.00
	Sawcutting	lf	2500	4.00	10000.00
	Culvert Crossing Drainage allowance	allow	1	50000.00	50000.00
	video Inspection	ls	1	40000.00	40000.00
	Installation of Bell Traps	ea	20	1000.00	20000.00
					\$ -
				<b>UNIT PRICE SUBTOTAL =</b>	<b>\$ 340,250.00</b>

**ALLOWANCES**

	Traffic Control	allow	1	50000.00	\$ 50,000.00
				<b>ALLOWANCE SUBTOTAL =</b>	<b>\$ 50,000.00</b>

**UNIT PRICE + ALLOWANCE = \$ 390,250.00**

**LUMP SUM ITEMS**

				<b>LUMP SUM SUBTOTAL =</b>	<b>\$ -</b>

**SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM = \$ 390,250.00**

	Construction Inspection				\$ 40,000.00
	Contingency (15%)				\$ 58,537.50

**Contingency & Incidents ( (Unit Price + Allowances + Lump Sum ))**

**TOTAL = \$ 488,787.50**

Project : Nutmeg & Commerce

Date: 12/1/2014  
 Estimate By: FMS  
 Checked By: \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Drainage Repalrs	LS	1	0.00	0.00
	Reclaiming - Nutmeg	SY	5,555	1.75	9721.25
	Reclaiming - Commerce	SY	3495	1.75	6116.25
	Asphalt - 5" Nutmeg	Ton	1,600	95.00	152000.00
	Asphalt - 5" Commerce	Ton	1000	95.00	95000.00
	Driveway aprons - Nutmeg	SY	412	25.00	10300.00
	Driveway aprons - Commerce	SY	243	25.00	6075.00
	Extruded Concrete Curb - Nutmeg	LF	2200	16.00	35200.00
	Extruded Concrete Curb - Commerce	LF	1500	16.00	24000.00
	Topsoil & Seed M&L - Nutmeg	SY	1160	8.00	9280.00
	Topsoil & Seed M&L - Commerce	SY	700	8.00	5600.00
	Pavement marking- Nutmeg	LF	4052	0.45	1823.40
	Pavement marking- Commerce	LF	2272	0.45	1022.40
	Island Plantings	LS	1	5000.00	5000.00
	Reset Manhole	EA	0	500.00	0.00
	reset vale box	EA	0	75.00	0.00
					\$
<b>UNIT PRICE SUBTOTAL =</b>					<b>\$ 361,138.30</b>

**ALLOWANCES**

	Traffic Protection				\$ 7,000.00
<b>ALLOWANCE SUBTOTAL =</b>					<b>\$ 7,000.00</b>

**UNIT PRICE + ALLOWANCE = \$ 368,138.30**

**CONTINGENCY & INCIDENTALS**

	CONTINGENCY				\$ 15,000.00
<b>LUMP SUM SUBTOTAL =</b>					<b>\$ 15,000.00</b>

**SUBTOTAL -UNIT PRICE +ALLOWANCES+ LUMP SUM = \$ 383,138.30**

	AVAILABLE BALANCE FROM B-3000 and B-3069				\$ 284,800.00
<b>TOTAL ADDITIONAL REQUIRED=</b>					<b>\$ 98,338.30</b>

**EXHIBIT C**

# BUILDING SUMMARY

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## Building

## FAIRCHILD-NICHOLS MEMORIAL LIBRARY



The following information is pertinent to the Fairchild-Nichols Memorial Library:

- Location: 1718 Huntington Turnpike, Trumbull, CT
- Building Use: Municipal Branch Library
- Zoning: AA
- Lot Size: 0.36 Acres
- Year Built: 1925 (Renovated around 2004)
- Number of Stories: 2, + Attic
- Total SF: Approximately 8,100 SF

CSI / Spec #	CSI Format Names	Report Item Names	Previous Report # / New Item	Complete	Quantity	Totals By Division	Suggested 5 Year Capital Implementation Plan					Comments / Notes	
							2010 - 11	2011-12	2012-13	2013-14	2014-15		
<b>DIVISION 16 - Electrical</b>													
0	16301	Underground Electric Work	0	0									This line item not applicable to this building
0	0	Site Electrical	1.01										This line item not applicable to this building
0	0	Lightning Protection / Service Ground	6.01										This line item not applicable to this building
0	16511	Interior Lighting	6.02	No			\$22,500						1) Replace lamps throughout building with energy efficient lamps. 2) Light fixtures at book stacks create glare on the book spines per building occupants. Change fixtures to something more appropriate. 3) Replace 5 troffers that are broken.
0	16521	Exterior Lighting	1.01	No			\$8,000						Exterior lighting was not observed at dark. However, more exterior lighting appears to be required. Add exterior fixtures between parking lot and entrance.
0	0	(Included Above)	11.04										This line item not applicable to this building
0	16700	Addressable Fire Alarm	10.01										This line item not applicable to this building
0	16200	Emergency Power Systems	10.04										This line item not applicable to this building
0	16231	Packaged Engine Generators	0	10.01									This line item not applicable to this building
0	16500	Electrical Service	6.01										This line item not applicable to this building
0	0	0	0	0									This line item not applicable to this building
<b>Division 16 - TOTALS</b>													
							\$28,500						
<b>DIVISION 17 - Technology / Communication</b>													
0	0	0	0										This line item not applicable to this building
0	0	0	6.03										This line item not applicable to this building
0	0	0	6.04										This line item not applicable to this building
0	17300	Voice Systems	6.05										This line item not applicable to this building
0	17900	Security Systems	0	New Item									This line item not applicable to this building
0	0	Theatrical Lights & Sounds	0	New Item									This line item not applicable to this building
0	0	0	0	0									This line item not applicable to this building
<b>Division 17 - TOTALS</b>													
							\$0						
<b>MISC. ITEMS...(from original report)</b>													
0	0	0	0										The building is in generally good visual shape. The brick work is in fair condition. The site, including walkways, paved area, lawns, trees, and shrubs, are all in fair shape and appears to be regularly maintained.
0	0	0	11.01										The building appears to be well kept, and very clean. Mechanical rooms couple as storage rooms. Mechanical or Electrical Rooms are not Storage spaces. Separate these spaces.
0	0	0	11.02										
0	0	0											

# BUILDING SUMMARY

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## Building

## POLICE HEADQUARTERS BUILDING



The following information is pertinent to the Police Headquarters Building:

- Location: 158 Edison Road, Trumbull, CT
- Building Use: Police Station / 911 Call Center
- Zoning: A
- Lot Size: 2.30 Acres
- Year Built: 1981
- Number of Stories: 2, + Basement
- Total SF: Approximately 30,359 SF

CSI / Spec #	CSI Format Names	Report Item Names	Previous Report # / New Item	Com-plete	Quantity	Totals By Division	Suggested 5 Year Capital Implementation Plan					Comments / Notes
							2010 - 11	2011-12	2012-13	2013-14	2014-15	
0 08322	Detention Doors & Frames	Reconstruction.	12.02	No	10						\$11,000	Clean & service cell doors
0 08361	Sectional Overhead Doors	Garage Doors	3.02	No	3		\$18,000					Replace aged and deteriorated doors and frames + electric operators.
0 08411	Aluminum Framed Entrances		New Item									
<b>Division 8 - TOTALS</b>												
			0			\$114,800						
<b>DIVISION 9 - Finishes</b>												
0 09651	Resilient Floor Tile	Floor Finishes	5.01	No	1000 SF		\$7,500					VCT upgrade needed in Basement Corridor
0 09400	Terrazzo Flooring		0									
0 09680	Carpet		5.01	No	600 SY			\$-10,000				Worn / aged carpet to be replaced through out
0 09220	Portland Cement Plaster	Wall Finishes (on Masonry)	5.02									
0 09910	Painting		0									
<i>(Included Above)</i>												
0 09511	Acoustical Panel Ceiling	Exterior Walls	3.01									
0 09250	Gypsum Board Assemblies	Ceilings	5.03	No	25000 SF				\$390,000			Replace all tiles and grid
0 09720	Wall Coverings	Wall Finishes (Gyp Board)	5.02									Existing covering is sound but visually aged. Select areas of repairs required
<b>Division 10 - Specialties</b>												
			0			\$497,500						
<b>DIVISION 10 - Specialties</b>												
0 10505	Metal Lockers	Lockers	5.04	No	100							Confirm lasting stability of existing lockers.
0 10285	Impact Resistant Wall Protection	Wall Finishes (corner Guard)	5.02									
0 10200	Louvers and Vents	Heating System	8.01									
<b>Division 10 - TOTALS</b>												
			0			\$50,000						
<b>DIVISION 11 - Equipment</b>												
0 11460	Unit Kitchens	Plumbing Fixtures	7.03	No	2		\$13,000					Outdated Kitchenettes to be replaced
0 11400	Food Service Equipment		New Item									
0 0			0									
<b>Division 11 - TOTALS</b>												
			0			\$13,000						
<b>DIVISION 12 - Furnishings</b>												
0 12355	Institutional Casework	Wall Finish (Cabinet Work)	5.02									
0 0			0									
<b>Division 12 - TOTALS</b>												
			0			\$0						
<b>DIVISION 13 - Special Construction</b>												
0 0		Swimming Pool Systems	9.03									
0 0			0									
<b>Division 13 - TOTALS</b>												
			0			\$0						

CSI / Spec #	CSI Format Names	Report Item Names	Previous Report # / New Item	Complete	Quantity	Totals By Division	Suggested 5 Year Capital Implementation Plan					Comments / Notes
							2010 - 11	2011-12	2012-13	2013-14	2014-15	
<b>DIVISION 14 - Conveying Systems</b>												
0	14240 Hydraulic Elevators	Elevators	0	No	1		\$195,000					Comprehensive upgrades/modernizing still outstanding / PS - 2nd Elev shaft not used
0	<i>Division 14 - TOTALS</i>											
0												
<b>DIVISION 15 - Mechanical</b>												
0	15404 Plumbing Piping	Plumbing Drainage / Sanitary	0									
0	15406 Domestic Water Supply	Water Distribution System	7.02									
0	15412 Plumbing Fixtures	Plumbing Fixtures	7.01									
0	0		7.03									
0	0		0									
0	15408 Domestic Water Heaters	Water Heaters	7.04	Yes								Replaced in association with UI. Serviced by UI
0	15512 Boilers	Boiler / Furnace	8.01									
0	15181 Hydronic Piping	Heating Systems Piping	8.02									
0	0		0									
0	0		0									
0	15200 Ductwork and Air Outlets	Ductwork	8.04	No				\$45,000				Modify existing zoning system (including dampers and related accessories) for each floor throughout the entire building that is more conducive to the orientation of the building. Manipulate ductwork to re-distribute air (supply and return) as required to overhaul the entire system, and make more efficient.
0	0											
0	0	(Included Above)										
0	15768 Unit Ventilators	Ductwork Insulation	8.04									
0	15766 Cabinet Unit Heaters	Unit Ventilators	8.05									
0	0	Terminal Units	8.07									
0	0	Fin Tube Heating	0 New Item									
0	15900 HVAC Instrumentation & Control	Control Systems	8.09							\$85,000		Install new DDC controls system for the entire building. See note under sustainability below. (Veri-Trac alternate controls will save \$40,000)
0	0											
0	15407 Heating Fuel Systems	Heating Fuel Systems	8.10									
0	0		0									
0	15738 Split System Air Conditioning Units	Air Conditioning Systems	8.11	Yes								See Item # 6.03 - A/C system installed for Telephone and UPS Room
0	15421 Testing Adjusting & Balancing	Ventilation Systems	8.03	No								Non-functioning dampers exist around building / System requires Air-Balancing (Work accounted for under "ductwork" line item above)
0	15500 Air Handling and Treatment	Air Handling Systems	8.06									
0	0	(Included Above)	11.06									
0	0	(Included Above)	11.07									

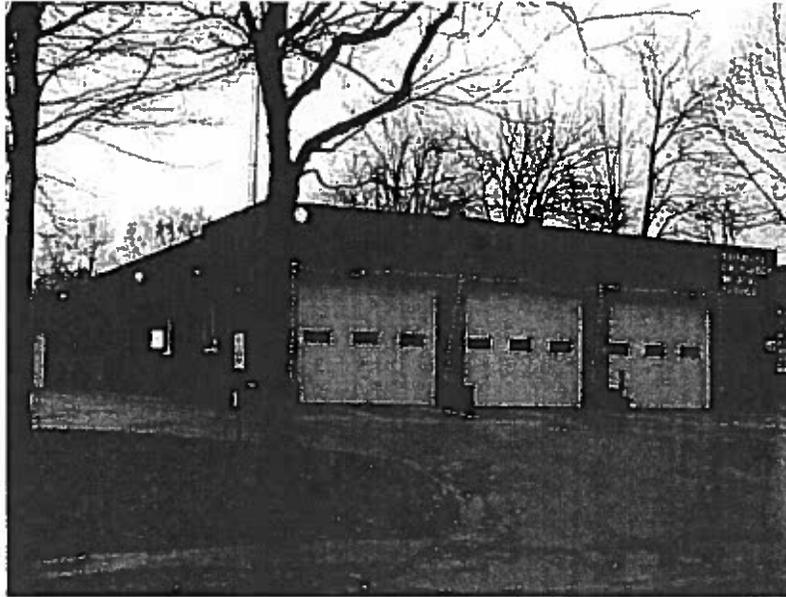


# BUILDING SUMMARY

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## Building

## TRUMBULL EMS BUILDING



The following information is pertinent to the Trumbull EMS Building:

- Location: 150 Middle-Brooks Street (250 Middle-Brooks Avenue), Trumbull, CT
- Building Use: Emergency Services
- Zoning: A ?
- Lot Size: Cannot be Determined. Building Sits on the same site as the School
- Year Built: 1978 / Addition: Late 80's (Rear Garage)
- Number of Stories: 1
- Total SF: Approximately 6,200 SF

CSI / Spec #	CSI Format Names	Report Item Names	Previous Report # / New Item	Complete	Quantity	Totals By Division	Suggested 5 Year Capital Implementation Plan					Comments / Notes
							2010 - 11	2011-12	2012-13	2013-14	2014-15	
0 0 0			0 0									
<b>DIVISION 1 - General Requirements</b>												
0 0 0			0 0									
0 0 0			0 0									
<i>Division 1 - TOTALS</i>												
0 0 0			0 0			\$0						
<b>DIVISION 2 - Site Construction</b>												
0 0 0		Site Gas	1.02									
0 0 0		Site Water	1.03									
0 0 0		Site Fuel Tank	1.04	No								
0 0 0		Water in Fuel Alarm System	1.04	No								
0 0 0		Site Storm Water	1.05	No								
0 0 0		Site Sanitary	1.06									
0 0 0		Paving	1.07	No	1300 / 436 / 58 SY						\$97,000	No new paving.
0 0 0		Concrete Paving	0	New Item								
0 0 0		Exterior Plants	0	New Item								
0 0 0		Pavement Joint Sealants	3.01	No							\$500	No sealing at saddle/pavement joints
0 0 0		Playground Equipment & Structures	1.08									
0 0 0		Playfields	1.09									
0 0 0		Security Barriers / Fencing	1.10									
0 0 0		Asbestos / Lead / Mold / PCB / Radon	New Item								\$6,000	Comprehensive testing and report on the presence of Hazardous materials is needed, with abatement cost magnitudes. An allowance is included for initial survey cost.
0 0 0		Grates & Covers	1.10									
<i>Division 2 - TOTALS</i>												
0 0 0						\$105,350						
<b>DIVISION 3 - Concrete</b>												
0 0 0		Cast-in-Place Concrete	0 0									
0 0 0		Structural Concrete Slabs	4.01									
0 0 0		Architectural Precast Concrete	0	New Item								
0 0 0			0 0									
<i>Division 3 - TOTALS</i>												
0 0 0						\$0						
<b>DIVISION 4 - Masonry</b>												
0 0 0		Unit Masonry Assemblies	0 0									
0 0 0		Masonry Bearing Wall	4.02									
0 0 0		Masonry Restoration & Exterior Walls	3.01	No	4500 SF						\$13,500	Cleaning & Repointing (Waterproofing brick identified but not practical)
0 0 0		Masonry Chimney Restoration	8.01									
<i>Division 4 - TOTALS</i>												
0 0 0						\$13,500						
<b>DIVISION 5 - Metals</b>												
0 0 0		Structural Steel	0 0									
0 0 0		Structural Steel	4.03									
0 0 0		Metal Stairs	9.01									

**EXHIBIT D**

# NUTMEG INTERNATIONAL TRUCKS, INC.

130 BRAINARD ROAD HARTFORD, CT 06114  
31 LEONARDO DRIVE NORTH HAVEN, CT 06473  
268 PARK STREET WEST SPRINGFIELD, MA 01090  
6 NEW PARK AVE FRANKLIN, CT 06254

FAX

To: Town of Trumbull From: Claude LaFex

Fax: 452-5140 Pages: 10

Phone: \_\_\_\_\_ Date: Nov. 21 2014

2014  
Re: Dump truck cab & chassis cc:

Urgent  For Review  Please Comment  Please Reply  Please Recycle

\* Comments:

Paul:

Here is the chassis for the dump body

and plow.

Thanks  
Claude

Body	85,579.00
chassis	93,390.69
	<hr/>
	178,969.69



NUTMEG INTERNATIONAL TRUCKS, INC.  
J.T. & S. IDEALEASE  
HARTFORD • WEST SPRINGFIELD • NORTH HAVEN • FRANKLIN  
Claude Lafex  
Sales Representative

31 Leonardo Drive  
North Haven, CT 06473

Cell (203) 687-2684  
Fax (203) 234-1657



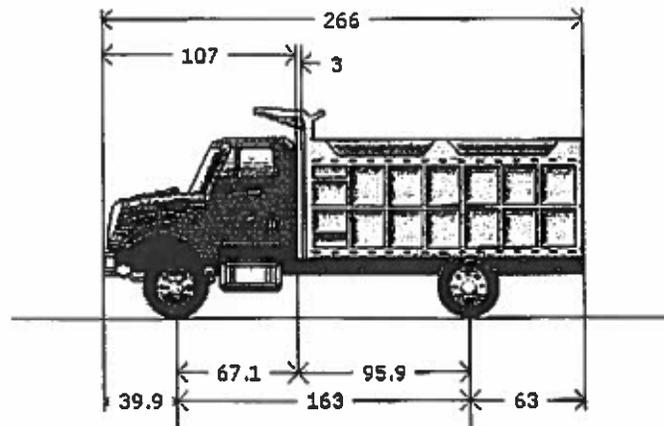
**INTERNATIONAL\***

November 21, 2014

**Prepared For:**  
Town of Trumbull  
Karl Trosser  
312 Church Hill Rd.  
Trumbull, CT 06611-3820  
(203)452 - 5070  
Reference ID: Muni Dumps

**Presented By:**  
NUTMEG INT'L TRKS INC  
CLAUDE C LAFEX  
31 LEONARDO DRIVE  
NORTH HAVEN CT 06473  
(203)239-0770

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
2015 7400 SBA 4X2 (SA625)

- APPLICATION:** Construction Dump
- MISSION:** Requested GVWR: 42000 Calc. GVWR: 44000  
Calc. Start / Grade Ability: 37.59% / 2.73% @ 55 MPH  
Calc. Geared Speed: 69.2 MPH
- DIMENSION:** Wheelbase: 163.00, CA: 95.90, Axle to Frame: 63.00
- ENGINE, DIESEL:** {MaxxForce 9} EPA 10, 315 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM  
Governed Speed, 315 Peak HP (Max)
- TRANSMISSION, AUTOMATIC:** {Allison 3500\_RDS\_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive;  
On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW  
& GCW Max.
- CLUTCH:** Omit Item (Clutch & Control)
- AXLE, FRONT NON-DRIVING:** {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
- AXLE, REAR, SINGLE:** {Meritor RS-26-185} Single Reduction, Standard Track, 26,000-lb Capacity, R Wheel Ends, Driver  
Controlled Locking Differential Gear Ratio: 6.14
- CAB:** Conventional
- TIRE, FRONT:** (2) 315/80R22.5 G289 WHA (GOODYEAR) 484 rev/mile, load range L, 20 ply
- TIRE, REAR:** (5) 12R22.5 UNISTEEL G177 (GOODYEAR) 478 rev/mile, load range H, 16 ply
- SUSPENSION, RR, SPRING, SINGLE:** Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary
- PAINT:** Cab schematic 100GN  
Location 1: 0311, Omaha Orange (Std)  
Chassis schematic N/A

**INTERNATIONAL®****Vehicle Specifications  
2015 7400 SBA 4X2 (SA625)**

November 21, 2014

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model 7400 SBA 4X2 with 163.00 Wheelbase, 95 90 CA, and 63.00 Axle to Frame	6962/3442	10404
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
TOW HOOK, REAR (2)	0/10	10
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	149/345	494
BUMPER, FRONT Steel, Swept Back	0/0	0
<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color		
FRAME EXTENSION, FRONT Integral; 27" In Front of Grille	107/-17	90
WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	0/0	0
AXLE, FRONT NON-DRIVING (Meritor MFS-18-133A) Wide Track, I-Beam Type, 18,000-lb Capacity	130/0	130
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 18,000-lb Capacity; With Shock Absorbers	122/0	122
<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
<u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.		
BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqin Long Stroke Brake Chambers	0/0	0
<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
DRAIN VALVE (Berg) Manual; With Pull Chain, for Air Tank	0/0	0
<u>Includes</u>		

**INTERNATIONAL®**

**Vehicle Specifications  
2015 7400 SBA 4X2 (SA625)**

November 21, 2014

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: DRAIN VALVE Mounted in Wet Tank		
BRAKE SHOES, REAR Cast	0/50	50
<u>Notes</u>		
: Provides Rear Axle GAWR Up to 26,000-Lb.		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels, Tires.		
AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control	0/0	0
AIR DRYER (Meritor Wabco System Saver 1200) with Heater	11/7	18
<u>Includes</u>		
: AIR DRYER LOCATION Inside Left Rail, Back of Cab		
BRAKE CHAMBERS, FRONT AXLE (Haldex) 24 SqIn	0/0	0
BRAKE CHAMBERS, REAR AXLE (Haldex GC3030LHDHO) 30/30 Spring Brake	0/0	0
<u>Includes</u>		
: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.		
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
<u>Notes</u>		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels, Tires.		
AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM Capacity	0/0	0
AIR TANK LOCATION (2) : Two Mounted Outside Right Rail, Under Cab, On Step Mounting Brackets	0/0	0
<u>Notes</u>		
: This air tank location reduces ground clearance by 2" vs. the standard air tank location.		
: Use Air Tank Location Code 04VDX with Exhaust Code 07BEJ and Battery Box Code 08WGE or 08WGG to provide clean CA.		
AIR TANK Painted Aluminum, With Straight Thread O-Ring Ports	0/0	0
STEERING COLUMN Tilting	0/0	0
STEERING WHEEL 2-Spoke; 18" Diam., Black, Leather Wrapped	1/0	1
STEERING GEAR (2) (Sheppard M-100/M-80) Dual Power	125/-6	119
DRIVESHAFT (Dana Spicer) SPL140 in lieu of 1710 Series	-4/-17	-21
EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard	5/-18	-13
<u>Includes</u>		
: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)		
: MUFFLER/TAIL PIPE GUARD Non-Bright Finish		
ENGINE COMPRESSION BRAKE for MaxxForce I6 Engines; Electronically Activated	0/0	0
TAIL PIPE (1) Tumbuck Type, Bright, for Single Exhaust	0/0	0
MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	0/0	0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
<u>Includes</u>		
: BATTERY BOX Steel with Plastic Lid		
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
: FUSES, ELECTRICAL SAE Blade-Type		
: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels		
: JUMP START STUD Located on Positive Terminal of Outermost Battery		
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: RUNNING LIGHT (2) Daytime, Included With Headlights		
: STARTER SWITCH Electric, Key Operated		
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
CIGAR LIGHTER Includes Ash Cup	1/0	1
HORN, ELECTRIC (2) Disc Style	1/0	1
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	-5/0	-5
BODY BUILDER WIRING To Rear of Frame, With Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	2/0	2
BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	41/14	55
2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, With CD Player	1/0	1
BACK-UP ALARM Electric, 102 dBA	0/3	3
AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
JUMP START STUD Remote Mounted	2/0	2
<u>Includes</u>		
: JUMP START STUD Mounted to Battery Box		
HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0
BATTERY DISCONNECT SWITCH {Joseph Pollak 51-315} Positive Type, Lever Operated, Cab Mounted	1/0	1
BATTERY BOX Steel, With Aluminum Cover, 3 Battery Capacity, Mounted Right Side Under Cab Below Frame Mounted Exhaust, Provides Clean CA	-17/-18	-35
WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HEADLIGHTS Long Life Halogen; for Two Light System	0/0	0
CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
STARTING MOTOR (Mitsubishi Electric Automotive America 105P) 12-Volt, with Soft-Start	-4/-16	-20
<u>Notes</u>		
: This starter is designed to work reliably without the need for thermal overcrank protection and provides the same warranty coverage as starters with thermal overcrank protection.		
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
GRILLE Stationary, Chrome	0/0	0
BUG SCREEN Front End; Mounted Behind Grille	5/0	5
FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "GN"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	0/0	0
CLUTCH Omit Item (Clutch & Control)	-63/-12	-75
OIL FILTER, ENGINE (Hudgins Model 960 Spinner)	26/-1	25
ENGINE, DIESEL (MaxxForce 9) EPA 10, 315 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 315 Peak HP (Max)	51/2	53
<u>Includes</u>		
: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only)		
: ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce and Navistar Engines		
: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control		
: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel		
: ENGINE OIL DRAIN PLUG Magnetic		
: ENGINE SHUTDOWN Electric, Key Operated		
: FUEL FILTER Included with Fuel/Water Separator		
: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted		
: GOVERNOR Electronic		
: OIL FILTER, ENGINE Spin-On Type		
: WET TYPE CYLINDER SLEEVES		
FAN DRIVE (Horton Drivemaster Polar Extreme) Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed	48/-5	43

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
<u>Includes</u> : FAN Nylon		
RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler and 342 SqIn Low Temperature Radiator and With Transmission Oil Cooler	-7/2	-5
<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014, MaxxForce 9 & MaxxForce 10 Engines	0/0	0
AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2
<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	0/0	0
FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	0/0	0
BLOCK HEATER, ENGINE (Phillips) 120 Volt/1250 Watt, With "Y" Cord From Socket in Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan	4/0	4
<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
<u>Notes</u> : MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.		
EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0
TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P) 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	193/56	249
TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
SHIFT CONTROL PARAMETERS (Allison) 3 Speed S1 Secondary Shift Schedule for 5 or 6 Speed Allison Gen4/Gen 5 3000 & 4000 Series Transmissions	0/0	0
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
AXLE, REAR, SINGLE (Meritor RS-26-185) Single Reduction, Standard Track, 26,000-lb Capacity, R Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 6.14	0/320	320
<u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
<u>Notes</u> : Axle Lead Time is 60 Days : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity. Includes 4500-lb Capacity Multileaf Auxiliary	0/88	88
<u>Notes</u>		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 40 thru 49.99 Pints	0/0	0
FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	5/0	5
FUEL TANK Top Draw; D Style, Non Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab	0/0	0
CAB Conventional	0/0	0
<u>Includes</u>		
: ARM REST (2) Molded Plastic; One Each Door		
: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window		
: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel		
: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted		
: GLASS, ALL WINDOWS Tinted		
: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side		
: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side		
: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color		
: STEP (4) Two Steps Per Door		
GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
<u>Includes</u>		
: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level		
: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout		
: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
GAUGE, OIL TEMP, ALLISON TRAN	1/0	1
GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	2/0	2
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Head Rest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjustment, Dual Shocks	27/12	39
<u>Includes</u>		
: SEAT BELT 3-Point, Lap and Shoulder Belt Type		
MIRROR, CONVEX, LOOK DOWN {Lang Mekra} Right Side; 6" x 10 1/4", With Bright Finish	2/0	2
MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Thermostatically Controlled Heated Heads, Power Both Sides, Clearance Lights LED, Bright Finish Heads & Brackets	8/0	8
GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3
SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	15/8	23

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
WINDSHIELD Heated, Single Piece	0/0	0
ARM REST, RIGHT, DRIVER SEAT	3/0	3
AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster	42/5	47
<u>Includes</u>		
: HEATER HOSES Premium		
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		
: REFRIGERANT Hydrofluorocarbon HFC-134A		
HOSE CLAMPS, HEATER HOSE (Breeze) Belleville Washer Type	0/0	0
INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
HVAC FRESH AIR FILTER	0/0	0
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
CAB INTERIOR TRIM Premium	0/0	0
<u>Includes</u>		
: "A" PILLAR COVER Molded Plastic		
: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering		
: CAB SOUND INSULATION Includes Dash and Engine Cover Insulators		
: CAB, INTERIOR TRIM, CLOSEOUT Lower Dash Closeout Panel; Molded Plastic; Under Instrument Panel Driver Side		
: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets, CB Radio Pocket, Speakers, and Reading Lights		
: COURTESY LIGHT (2) Mounted in Front Map Pocket Left and Right Side		
: DOOR TRIM PANELS with Cloth Insert on Bolster Driver and Passenger Doors		
: FLOOR COVERING Rubber, Black		
: GAUGE, TEMPERATURE, AMBIENT Includes Wiring and Sensor With Display Unit Mounted in Cluster		
: HEADLINER Soft Padded Cloth		
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section		
: STORAGE POCKET, DOOR (2) Molded Plastic (Carpet Texture), Full-Length; Driver and Passenger Doors		
: SUN VISOR (3) Padded Vinyl: 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
CAB REAR SUSPENSION Air Bag Type	0/0	0
WINDSHIELD WIPER BLADES Snow Type	2/0	2
WHEEL, SPARE, DISC 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc	0/81	81
WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With Steel Hubs.	69/0	69
<u>Includes</u>		
: PAINT IDENTITY, FRONT WHEELS White		
<u>Notes</u>		
: Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5		
WHEELS, REAR (Accuride) DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	0/12	12
<u>Includes</u>		
: PAINT IDENTITY, REAR WHEELS White		

<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>
	(lbs)	(lbs)
<u>Notes</u>		
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
TIRE, SPARE Equal to Model Standard	45/46	91
<u>Notes</u>		
: NOTE: Only One Spare Tire per Truck Ordered. Order Must Reflect Number of Tires Required (Including Spare). 10-Digit Tire Code and Spare Rim/Wheel Code Must be Specified.		
PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint	0/0	0
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint	0/0	0
BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	0/0	0
BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, With Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)	0/0	0
BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)	0/0	0
(5) TIRE, REAR 12R22.5 UNISTEEL G177 (GOODYEAR) 478 rev/mile, load range H, 16 ply	0/165	165
(2) TIRE, FRONT 315/80R22.5 G289 WHA (GOODYEAR) 484 rev/mile, load range L, 20 ply	56/0	56
<b>Services Section:</b>		
WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2014 or Later, CTS-2002T	0/0	0
SERVICES, TOWING {Navistar} Service Call to 60-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$275 (USA) Maximum Benefit per Incident	0/0	0
SRV CONTRACT, EXT ENGINE {Navistar} To 60-Month/100,000 Miles (160,000 km), 3,600 Hours; Includes Engine, Engine Electronics and Injectors; for MaxxForce 9 and Navistar N9 Engines	0/0	0
<b>Total Component Weight:</b>	<b>8186/4658</b>	<b>12744</b>
Payment for chassis' due 30 days after received at body company. Floor plan interest charge of \$10.40 per day after 30 days will be charged until cab and chassis' are paid in full.	0/0	0
body to be billed by N.E. Truck Equip.	0/0	0
<b>Total Body Allied:</b>	<b>0/0</b>	<b>0</b>
MAPC	0/0	0
<b>Total Goods Purchased:</b>	<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$124,231.00	
Service Items	\$5,320.00	
Total Factory List Price Including Options:		\$129,551.00
Total Goods Purchased:		\$1,200.00
84 MONTH/150,000 MILE ENGINE, ENGINE ELECTRONICS, INJECTOR WARRANTY	\$0.00	
5 YEAR UNL MILE ALLISON WARRANTY	\$0.00	
5 YEAR/150,000 MILE TOWING COVERAGE	\$0.00	
Total Preparation And Delivery:		\$0.00
Freight	\$2,075.00	
Total Freight:		\$2,075.00
Total Factory List Price Including Freight:		\$132,826.00
Less Customer Allowance:		(\$39,435.31)
Total Vehicle Price:		\$93,390.69
Total Sale Price:		\$93,390.69
Total Per Vehicle Sales Price:		\$93,390.69
Net Sales Price:		\$93,390.69

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

# New England Truck Equipment LLC

4 Barker Drive Wallingford CT. 06492  
Phone (203) 284-1657 Fax (203) 284-3802

<b>Quote Number:</b> 20140021	<b>Date:</b> 11/7/2014	<b>Subject:</b> DTS Body
-------------------------------	------------------------	--------------------------

**To:** Town of Trumbull  
366 Churchill Rd  
Trumbull CT 06611

**Attn:** Carl Troesser  
**Phone:** 203-452-5071  
**Fax:** 203-452-5140  
**Cell:**

**Email:** [jmitri@trumbull-ct.gov](mailto:jmitri@trumbull-ct.gov)

<b>Ship Via:</b>	<b>F.O.B. Point</b>	<b>Terms</b>
Best Way	Wallingford CT	Purchase Order/Net 30

QTY	Description	List Price	Unit
	<b><u>We hereby submit the following quote for you review and approval:</u></b>		
1	State of Connecticut DOT Contract 11PSX0163 body, plow holst, hitch, air controls, electronic spreader controls, consatnt running PTO, load sense hydraulics, 3/4" rear pintle plate w/30 ton pintle hook, Power Cover load cover.		\$ 67,697.00
	Hot shift PTO	\$ 600.00	\$ 450.00
	Grip strut body side step	\$ 466.67	\$ 350.00
	3/16" Cab shield w/45 degree angle Whelen strobe boxes	\$ 740.00	\$ 555.00
	Whelen DOTNE1 Strobe system included in above pricing	\$ -	\$ -
	Stainless steel tailgate linkage	\$ 646.67	\$ 485.00
	Stainless steel underbody cross members	\$ 1,666.67	\$ 1,250.00
	Stainless steel spinner and chute assembly	\$ 1,264.00	\$ 948.00
	AR450 205,000 PSI floor in lieu of AR400 180,000 PSI	\$ 400.00	\$ 300.00
	Body side board pockets	\$ 346.67	\$ 260.00
	Full 304 stainless steel construction in lieu of 201 stainless steel	\$ 2,576.00	\$ 1,932.00
	Full 3/16" tailgate in lieu of 10 gauge	\$ 1,136.00	\$ 852.00
	Stainless steel shovel holder	\$ -	\$ -
	Dual auger system in lieu of conveyor chain	\$ 1,600.00	\$ 1,200.00
	Stainless steel bracket upgrade Includes mud flap & mtg. brackets	\$ 1,266.67	\$ 950.00
	On-Spot tire chains		\$ 2,061.00
	MPR39-39-57-11-ISCT		\$ 8,002.00
	Deduct for no load cover		\$ (1,450.00)
	Deduct 80 Gallon headboard mounted liquid tank in lieu of 240 gallon		\$ (263.00)
	Amount		<b>\$ 85,579.00</b>
	Respectfully submitted, Ron Burr New England Truck Equipment		

# NUTMEG INTERNATIONAL TRUCKS, INC.

130 BRAINARD ROAD HARTFORD, CT 06114  
31 LEONARDO DRIVE NORTH HAVEN, CT 06473  
268 PARK STREET WEST SPRINGFIELD, MA 01090  
6 NEW PARK AVE FRANKLIN, CT 06254

FAX

To: Town of Trumbull From: Claude LaFex

Fax: 452-5140 Pages: 11

Phone: \_\_\_\_\_ Date: 11-21-14

Re: Roll off chassis cc: \_\_\_\_\_

Urgent  For Review  Please Comment  Please Reply  Please Recycle

\* Comments:

*Karl:*

*Roll off cab + chassis specs.*

*2016 International model 7400.*

*Thanks.*

*Claude*



NUTMEG INTERNATIONAL TRUCKS, INC.

J.T. & S. IDEALEASE

HARTFORD • WEST SPRINGFIELD • NORTH HAVEN • FRANKLIN

Claude Lafex

Sales Representative



31 Leonardo Drive  
North Haven, CT 06473

Cell (203) 687-2684  
Fax (203) 234-1657

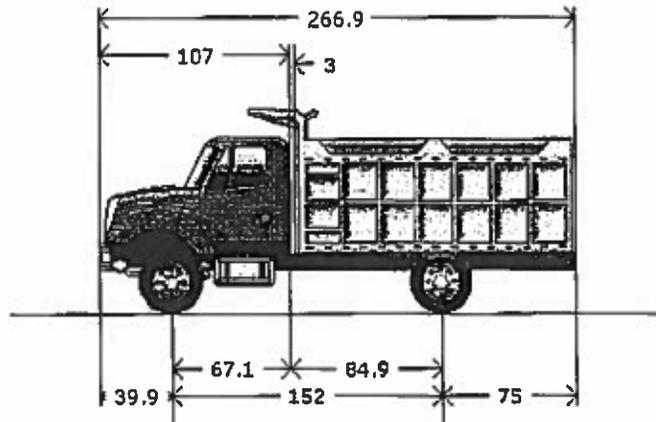
**INTERNATIONAL®**

November 21, 2014

**Prepared For:**  
Town of Trumbull  
Karl Trosser  
312 Church Hill Rd.  
Trumbull, CT 06611-3820  
(203)452 - 5070  
Reference ID: Muni Dumps

**Presented By:**  
NUTMEG INT'L TRKS INC  
CLAUDE C LAFEX  
31 LEONARDO DRIVE  
NORTH HAVEN CT 06473  
(203)239-0770

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2015 7400 SBA 4X2 (SA625)**

- APPLICATION:** Roll-On/Roll-off
- MISSION:** Requested GVWR: 35000. Calc. GVWR: 35000  
Calc. Start / Grade Ability: 45.88% / 3.07% @ 55 MPH  
Calc. Geared Speed: 69.2 MPH
- DIMENSION:** Wheelbase: 152.00, CA: 84.90, Axle to Frame: 75.00
- ENGINE, DIESEL:** {MaxxForce 9} EPA 10, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
- TRANSMISSION, AUTOMATIC:** {Allison 3500\_RDS\_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
- CLUTCH:** Omit Item (Clutch & Control)
- AXLE, FRONT NON-DRIVING:** {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
- AXLE, REAR, SINGLE:** {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, With 200 Wheel Ends Gear Ratio: 6.14
- CAB:** Conventional
- TIRE, FRONT:** (2) 12R22.5 G661 HSA (GOODYEAR) 484 rev/mile, load range H, 16 ply
- TIRE, REAR:** (5) 12R22.5 UNISTEEL G177 (GOODYEAR) 478 rev/mile, load range H, 16 ply
- SUSPENSION, RR, SPRING, SINGLE:** Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
- PAINT:** Cab schematic 100GN  
Location 1: 0311, Omaha Orange (Std)  
Chassis schematic N/A

**INTERNATIONAL®****Vehicle Specifications  
2015 7400 SBA 4X2 (SA625)**

November 21, 2014

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model 7400 SBA 4X2 with 152.00 Wheelbase, 84.90 CA, and 75.00 Axle to Frame.	6962/3442	10404
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
TOW HOOK, REAR (2)	0/10	10
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	-20/199	179
BUMPER, FRONT Steel, Swept Back	0/0	0
<u>Includes</u>		
: BUMPER, FRONT Powder Coated Gray (Argent) Color		
WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	0/0	0
AXLE, FRONT NON-DRIVING (Meritor MFS-12-143A) Wide Track, I-Beam Type, 12,000-lb Capacity	0/0	0
<u>Notes</u>		
: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 12,000-lb Capacity; With Shock Absorbers	9/0	9
<u>Includes</u>		
: SPRING PINS Rubber Bushings, Maintenance-Free		
<u>Notes</u>		
: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
<u>Includes</u>		
: BRAKE LINES Color and Size Coded Nylon		
: DRAIN VALVE Twist-Type		
: DUST SHIELDS, FRONT BRAKE		
: DUST SHIELDS, REAR BRAKE		
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster		
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel		
: PARKING BRAKE VALVE For Truck		
: QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4		
: SLACK ADJUSTERS, FRONT Automatic		
: SLACK ADJUSTERS, REAR Automatic		
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
<u>Notes</u>		
: Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.		
BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqn Long Stroke Brake Chambers	0/0	0
<u>Notes</u>		
: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
DRAIN VALVE (Berg) Manual; With Pull Chain, for Air Tank	0/0	0
<u>Includes</u>		
: DRAIN VALVE Mounted in Wet Tank		

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control	0/0	0
AIR DRYER (Meritor Wabco System Saver 1200) with Heater	10/8	18
<u>Includes</u>		
: AIR DRYER LOCATION Inside Left Rail, Back of Cab		
BRAKE CHAMBERS, FRONT AXLE (Haldex) 24 SqIn	0/0	0
BRAKE CHAMBERS, REAR AXLE (Haldex GC3030LHDHO) 30/30 Spring Brake	0/0	0
<u>Includes</u>		
: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.		
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
<u>Notes</u>		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM Capacity	0/0	0
AIR TANK LOCATION (2) : Two Mounted Outside Right Rail, Under Cab, On Step Mounting Brackets	0/0	0
<u>Notes</u>		
: This air tank location reduces ground clearance by 2" vs. the standard air tank location. : Use Air Tank Location Code 04VDX with Exhaust Code 07BEJ and Battery Box Code 08WGE or 08WGG to provide clean CA.		
AIR TANK Painted Aluminum, With Straight Thread O-Ring Ports	0/0	0
STEERING COLUMN Tilting	0/0	0
STEERING WHEEL 2-Spoke; 18" Diam., Black, Leather Wrapped	1/0	1
STEERING GEAR (Sheppard M-100) Power	0/0	0
DRIVESHAFT (Dana Spicer) SPL140 in lieu of 1710 Series	-4/-17	-21
EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard	7/-20	-13
<u>Includes</u>		
: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)		
: MUFFLER/TAIL PIPE GUARD Non-Bright Finish		
TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust	0/0	0
MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	0/0	0
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
<u>Includes</u>		
: BATTERY BOX Steel with Plastic Lid		
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
: FUSES, ELECTRICAL SAE Blade-Type		

Description

F/R Wt   Tot Wt  
(lbs)        (lbs)

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels		
: JUMP START STUD Located on Positive Terminal of Outermost Battery		
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: RUNNING LIGHT (2) Daytime, Included With Headlights		
: STARTER SWITCH Electric, Key Operated		
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
CIGAR LIGHTER Includes Ash Cup	1/0	1
HORN, ELECTRIC (2) Disc Style	1/0	1
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
ALTERNATOR (Bosch LH160) Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	-5/0	-5
BODY BUILDER WIRING To Rear of Frame, With Stop, Tail, Turn, and Marker Lights Circuits. Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	2/0	2
BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total	40/15	55
2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse. Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers, With CD Player	1/0	1
BATTERY DISCONNECT SWITCH (Cole-Hersee 75920-06) 300 Amp; Locks With Padlock, Battery Box Mounted, Disconnects Charging Circuits	2/0	2
BACK-UP ALARM Electric, 102 dBA	0/3	3
JUMP START STUD Remote Mounted	2/0	2
<u>Includes</u>		
: JUMP START STUD Mounted to Battery Box		
HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0
BATTERY BOX Steel, With Aluminum Cover, 3 Battery Capacity, Mounted Right Side Under Cab Below Frame Mounted Exhaust, Provides Clean CA	-16/-19	-35
WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
HEADLIGHTS Long Life Halogen; for Two Light System	0/0	0
CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0

**INTERNATIONAL®**

**Vehicle Specifications  
2016 7400 SBA 4X2 (SA625)**

November 21, 2014

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	-3/-17	-20
<u>Notes</u> : This starter is designed to work reliably without the need for thermal overcrank protection and provides the same warranty coverage as starters with thermal overcrank protection.		
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
INSULATION, UNDER HOOD for Sound Abatement	10/0	10
GRILLE Stationary, Chrome	0/0	0
INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
BUG SCREEN Front End; Mounted Behind Grille	5/0	5
FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GN"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government and Municipal Silver Package, Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	0/0	0
CLUTCH Omit Item (Clutch & Control)	-62/-13	-75
OIL FILTER, ENGINE {Hudgins Model 960 Spinner}	26/-1	25
ENGINE, DIESEL {MaxxForce 9} EPA 10, 300 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	51/2	53
<u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce and Navistar Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES		
FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed	48/-5	43
<u>Includes</u> : FAN Nylon		
RADIATOR Aluminum, Cross Flow, Series System, 1228 SqIn Core and 648 SqIn Charge Air Cooler and 342 SqIn Low Temperature Radiator and With Transmission Oil Cooler	-7/2	-5

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
<u>Includes</u>		
: DEAERATION SYSTEM with Surge Tank		
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps		
: RADIATOR HOSES Premium, Rubber		
FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; MaxxForce 9 & MaxxForce 10 Engines	0/0	0
AIR CLEANER Single Element	0/0	0
<u>Includes</u>		
: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0
ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	0/0	0
FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	0/0	0
BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt; With "Y" Cord From Socket in Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan	4/0	4
<u>Includes</u>		
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
<u>Notes</u>		
: MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.		
EMISSION COMPLIANCE 5 Min., Tamper-Proof Engine Shutdown System, Complies With California Clean Air Regulations, Does Not Certify Engine for Low-NOx Extended Idling	0/0	0
TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 60,000-lb GVW & GCW Max.	189/60	249
TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 3 Speed S1 Secondary Shift Schedule for 5 or 6 Speed Allison Gen4/Gen 5 3000 & 4000 Series Transmissions	0/0	0
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, With 200 Wheel Ends. Gear Ratio: 6.14	0/227	227
<u>Includes</u>		
: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
<u>Notes</u>		
: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
: When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/62	62
<u>Notes</u>		

**INTERNATIONAL®****Vehicle Specifications  
2015 7400 SBA 4X2 (SA625)**

November 21, 2014

**Description****F/R Wt** **Tot Wt**  
(lbs) (lbs)

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

SHOCK ABSORBERS, REAR (2) 0/45 45

AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 30 thru 39.99 Pints 0/0 0

FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor 5/0 5

FUEL TANK Top Draw; D Style, Non Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab 0/0 0

CAB Conventional 0/0 0

**Includes**

: ARM REST (2) Molded Plastic; One Each Door

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted

: GLASS, ALL WINDOWS Tinted

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side

: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color

: STEP (4) Two Steps Per Door

GAUGE CLUSTER English With English Electronic Speedometer 0/0 0

**Includes**

: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, OIL TEMP, ALLISON TRAN 1/0 1

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel 2/0 2

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster 0/0 0

SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Head Rest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjustment, Dual Shocks 26/13 39

**Includes**

: SEAT BELT 3-Point, Lap and Shoulder Belt Type

MIRROR, CONVEX, LOOK DOWN {Lang Mekra} Right Side; 6" x 10 1/4", With Bright Finish 2/0 2

MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" &amp; Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Thermostatically Controlled Heated Heads, Power Both Sides, Clearance Lights LED, Bright Finish Heads &amp; Brackets 8/0 8

GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar 3/0 3

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth 14/9 23

WINDSHIELD Heated, Single Piece 0/0 0

ARM REST, RIGHT, DRIVER SEAT 3/0 3

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster	42/5	47
<u>Includes</u>		
: HEATER HOSES Premium		
: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		
: REFRIGERANT Hydrofluorocarbon HFC-134A		
HOSE CLAMPS, HEATER HOSE (Breeze) Belleville Washer Type	0/0	0
INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
HVAC FRESH AIR FILTER	0/0	0
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
CAB INTERIOR TRIM Premium	0/0	0
<u>Includes</u>		
: "A" PILLAR COVER Molded Plastic		
: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering		
: CAB SOUND INSULATION Includes Dash and Engine Cover Insulators		
: CAB, INTERIOR TRIM, CLOSEOUT Lower Dash Closeout Panel; Molded Plastic; Under Instrument Panel Driver Side		
: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets, CB Radio Pocket, Speakers, and Reading Lights		
: COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side		
: DOOR TRIM PANELS with Cloth Insert on Bolster Driver and Passenger Doors		
: FLOOR COVERING Rubber, Black		
: GAUGE, TEMPERATURE, AMBIENT Includes Wiring and Sensor With Display Unit Mounted in Cluster		
: HEADLINER Soft Padded Cloth		
: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section		
: STORAGE POCKET, DOOR (2) Molded Plastic (Carpet Texture), Full-Length; Driver and Passenger Doors		
: SUN VISOR (3) Padded Vinyl: 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
CAB REAR SUSPENSION Air Bag Type	0/0	0
WINDSHIELD WIPER BLADES Snow Type	2/0	2
WHEEL, SPARE, DISC 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims, With .472" Thick Increased Capacity Disc	0/81	81
WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole 10-Stud (285.75MM BC) Hub Piloted Flanged Nut, Metric Mount, 8.25 DC Rims, With .472" Thick Increased Capacity Disc and Steel Hubs	9/0	9
<u>Includes</u>		
: PAINT IDENTITY, FRONT WHEELS White		
<u>Notes</u>		
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		
WHEELS, REAR (Accuride) DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims, With .472" Thick Increased Capacity Disc and Steel Hubs	0/12	12
<u>Includes</u>		
: PAINT IDENTITY, REAR WHEELS White		
<u>Notes</u>		
: Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5		

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
TIRE, SPARE Equal to Model Standard	45/46	91
<u>Notes</u>		
: NOTE: Only One Spare Tire per Truck Ordered. Order Must Reflect Number of Tires Required (Including Spare). 10-Digit Tire Code and Spare Rim/Wheel Code Must be Specified.		
PAINT IDENTITY, FRONT WHEELS Disc Front Wheels, With Vendor Applied White Powder Coat Paint	0/0	0
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels, With Vendor Applied White Powder Coat Paint	0/0	0
BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 5 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	0/0	0
BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, With Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)	0/0	0
BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)	0/0	0
(5) TIRE, REAR 12R22.5 UNISTEEL G177 (GOODYEAR) 478 rev/mile, load range H, 16 ply	0/165	165
(2) TIRE, FRONT 12R22.5 G661 HSA (GOODYEAR) 484 rev/mile, load range H, 16 ply	38/0	38
<b>Services Section:</b>		
WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2014 or Later, CTS-2002T	0/0	0
SERVICES, TOWING (Navistar) Service Call to 60-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$275 (USA) Maximum Benefit per Incident	0/0	0
SRV CONTRACT, EXT ENGINE (Navistar) To 60-Month/100,000 Miles (160,000 km), 3,600 Hours; Includes Engine, Engine Electronics and Injectors; for MaxxFORCE 9 and Navistar N9 Engines	0/0	0
<b>Total Component Weight:</b>	<b>7470/4314</b>	<b>11784</b>
Payment for chassis' due 30 days after received at body company. Floor plan interest charge of \$10.40 per day after 30 days will be charged until cab and chassis' are paid in full.	0/0	0
body to be billed by N.E. Truck Equip.	0/0	0
<b>Total Body Allied:</b>	<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$114,282.00	
Service Items	\$5,320.00	
Total Factory List Price Including Options:		\$119,602.00
84 MONTH/150,000 MILE ENGINE, ENGINE ELECTRONICS, INJECTOR WARRANTY	\$0.00	
5 YEAR UNL MILE ALLISON WARRANTY	\$0.00	
5 YEAR/150,000 MILE TOWING COVERAGE	\$1,120.00	
Prep. and Delivery	\$350.00	
Total Preparation And Delivery:		\$1,470.00
Freight	\$2,075.00	
Total Freight:		\$2,075.00
Total Factory List Price Including Freight:		\$123,147.00
Less Customer Allowance:		(\$33,180.06)
Total Vehicle Price:		\$89,966.94
Total Sale Price:		\$89,966.94
Total Per Vehicle Sales Price:		\$89,966.94
Net Sales Price:		\$89,966.94

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
 Official Title and Date

\_\_\_\_\_  
 Firm or Business Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Authorized Signature and Date

**This proposal is not binding upon the seller without  
 Seller's Authorized Signature**

\_\_\_\_\_  
 Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating  
 and reporting/paying appropriate FET to the IRS.**

# Sanitary Equipment Company Inc.

"Do It Right The First Time"

## QUOTE

25 Industry Drive / PO Box 26006  
 West Haven, CT. 06516  
 Phone 203-933-9599 Fax 203-933-4271  
 www.sanitaryequipment.com

Date: November 7, 2014

Doug Gregory (2)  
 Phone 203-627-0617  
 doug@sanitaryequipment.com  
 Ref #

Quote for:  
 Carl Dresser  
 Town of Trumbull  
 366 Church Hill Road  
 Trumbull, CT. 06611

Subject:  
 Stellar Hook Lift

Line	QTY	DESCRIPTION	AMOUNT
1.)	1.00	Stellar 96-24 Dual Pivot Hook Lift System with 54" Bale	\$30,358.50
2.)		Installation @ Sanitary Equipment	Included
3.)		Hook Lift is Rated @ 24,000 lbs. with a Water Level Load	Included
4.)	1.00	Custom 3/8" Bumperettes with Pop In Lighting (LED Type)	Included
5.)	1.00	Heavy Duty Poly Fenders or Steel Fenders	Included
6.)	1.00	Hook Lift Grit Blasted and Painted with Black Iron Paint	Included
7.)	1.00	Hot Shift PTO Included with Direct Mount Pump	Included
8.)		12 Month Warranty	Included
9.)	1.00	Air Controls to Actuate Hook Lift	Included
10.)	1.00	Tab Alarm	Included
11.)	1.00	Hydraulic Tank with Hydraulic Valve	Included
12.)	1.00	Stainless Steel Pins	Included
13.)	1.00	Heavy Duty 5/8" Rear Pintle Plate & Hitch Asy with Trailer Plug & D Rings	Included
14.)	1.00	Freight Included	Included
15.)			
16.)			
17.)			
18.)		HOOK LIFT DETAILS:	
19.)		Stellar Shuttle 96-24 w/ 24,000lb capacity designed for 84" CA truck	
20.)		Ideal for 10' to 12' bodies. Max dump angle 54 degrees	
21.)		10 Gallon frame mounted reservoir not to exceed 16 gallons per minute.	
22.)		Patented dump/load interface on double pivot models	
23.)		Hydraulic Locks prevent cylinder movement in case of pressure loss	
24.)		Hook Lift Body grit blasted and Painted with Iron 5000 Paint	
		<b>** OPTIONS AVAILABLE **</b>	
	QTY	Unless a QTY is entered on the left, the items below are an ADDITIONAL COST	
25.)		Aluminum Diamond Plate Tool Box 36"	\$ 675.00 Addl P+L
26.)			
27.)			
28.)			
29.)			

SUBTOTAL w/ SELECTED OPTIONS \$ 30,358.50

**QUOTE NOTES:**

If this hook is installed on a 26,000 to 33,000 GVW there are no applicable Taxes

Thank You for the Opportunity to Quote our Products and Services

TAX RATE	
SALES TAX	\$ -
12% FET TAX	\$ -
FREIGHT	\$ -
<b>TOTAL</b>	<b>\$ 30,358.50</b>

This proposal may be withdrawn by S.E.C.I if not accepted with a deposit > Sun - 12/07/14

PAYMENT TERMS: Balance Due at Time of Delivery unless otherwise noted. Equipment and Materials remain the property of S.E.C.I. until paid in full.

Accepted By: \_\_\_\_\_ Company: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you, for the opportunity to quote you on your service needs



# Quote

Bucks Fabricating A Delist Industries Co.  
3547 Perry Highway  
Hadley, PA 16130  
Fax: 724-253-3863  
800-233-0867  
www.bucksfab.com

Date 11/6/2014  
Quote # 22253  
Expires 12/6/2014  
Sales Rep Marsteller, Jennifer M  
Terms Ex Works/Incoterms 2010  
Payment Terms Net 30

**Bill To**

Town of Trumbull  
5866 Main Street  
Trumbull CT 06611

**Ship To**

Town of Trumbull  
366 Church Hill Road  
Trumbull CT 06611

Fax # - 203-452-8140

Item Number	Quantity	Description	Unit Price	Amount
Sealed Container	2	Sealed Container 12' Long, 72" High, 96" Wide, 19 yard 3/16" Floors, 10 Gauge Sides, Crossmembers on 16" Centers, 54" Hooklift, Front/Rear Rollers, 2 x 6 (3/16") Long Rails, 3 x 4 (3/16") Top Rails, 41 1/2 OD Rail Spacing, Sealed/Sealed Tested Gate, Removable Roof w/ Expanded Metal, Primed/Painted Omaha Orange, 2" Nipple in Bottom of Side of Units in Front Corner, Seam-Seal All Side Posts, Cam Latch w/ Binder on Gate As Well As (1) Posy Lock On Gate, Lead Time 3-4 Weeks on New Orders (1) Partial Load of Freight	5,430.00	10,860.00
Customer Approval Signature:			Subtotal	10,860.00
			Shipping Cost (Best Way)	950.00
			Total	\$11,810.00

This Quote is valid for 30 days from Quote Date.

The product prices listed herein are based on current steel prices, if there is a 3% or greater shift in steel prices before this order is produced, we will notify you of any applicable changes in the costs of these products.



22253



**Forestry Equipment of VA**

..... An MRT Company

12660 E. Lynchburg Salem Turnpike, Forest VA 24551  
Phone: 434-525-2929 • Fax: 434-525-0917

**DATE:** November 11, 2014  
**Sales Quote #:** BM110340RM Trumbull  
**Quote Valid:** 30 Days or Availability  
**Sales Rep.:** Bill Mitchell (BMitchell@feva.net)

<b>Company:</b> Town of Trumbull	<b>Sale Price:</b> \$103,865.00
<b>Contact:</b> Joe mitri	<b>FOB, Trumbull :</b> \$1,355.00
<b>Address:</b> 366 Church Hill Rd,	<b>Deposit:</b> PO Required
<b>City, ST, Zip:</b> Trumbull, CT 06611	<b>Total Investment:</b> \$105,220.00
<b>Phone/Fax:</b> (203) 452-5070 / E-Mail:	<b>Terms:</b> Payment Due Prior to Delivery

*115 model year*

**FORD 4X4 LT40 FLAT DECK**

2015 Ford F-550, 4WD (Painted Orange)  
6.7 L OHV Power Stroke V8, Diesel  
660 Ft lb @ 1600 rpm  
Torqshift 6 Speed Automatic with Over Drive  
Limited Slip with 4.88 Ratio  
84" CA  
165" Wheel Base  
200 AMP Alternator  
4 Wheel Disc Brakes  
225/70 RX 19.5 Tires  
7,000 lb Front Axle, 14,700 lb Rear Axle  
Factory De-Rated to 19,500 GVWR  
Air Conditioning  
AM/FM Radio  
Mud Flaps

Hi-Ranger LT40 Insulated Aerial Device (Painted Orange)  
44.6' Working Height, 26.6 Side-Reach  
24" x 30" x 42" End-Mounted Platform Rated to 350 lbs  
Bucket Liner and Scuff Pad  
Vinyl Platform and Control Cover  
Safety Harness with Attached Lanyard  
Hydraulic Platform Tilt at Lower Control  
Hydraulic Tool Outlet at Platform  
Auxiliary Let Down  
"Control-Plus" One Hand, 4 Function Control  
Upper Boom Rest Tie Down  
Full Pressure, Open Center Hydraulic System  
Continuous Unrestricted Worm Gear Rotation  
Integrated 20 Gallon Hydraulic Reservoir  
Category "C" and Certified up to 46,000 Volts  
3.8 Gallon Hydraulic Pump  
Electric Over Hydraulic PTO

12' Custom Flat Deck Body (Painted Black with Non-Skid)  
(2) 44" x 44" x 20" Cabinet Tool Boxes (Painted Orange)  
(2) 16" x 13" x 88" Tool Boxes with Fold-Down Doors  
Mounted to Deck Top (Painted Orange)  
Spring Loaded Cab Guard (Painted Orange)  
Rear Step Bumper With Pintle Hook (Painted Black)  
~~Cone Holder Mounted at Rear of Truck Under Chip Box (Side of Truck, Painted Black)~~  
(2) Wheel Chocks with Under Body Storage (Painted Black)  
(1) Set Hydraulic Outriggers Painted Orange  
Engine Start/Stop at Platform  
Mini Box to Hook Up Start/Stop for Chassis  
Step Bumper with Pintle Hook  
7-Prong Flat (RV Style) Trailer Socket  
Reliable 75" Long-Reach Pole Saw With Hydraulic Tool Hose  
And Fittings  
Boom Mounted Pole Saw Holder  
  
Lighting Kit to Meet FMVSS #108 Standards  
4-Point LED Strobe Light System  
(2) Beacon Strobe Lights with Heavy Duty Guard Covers  
Mounted Top Rear Of Cab Guard One Each Side  
Remote Control Go Light Model # 7091  
Male and Female 4-Prong Connection for Go Lights  
12 Volt Grote Work Light One Mounted Each Side Under Rear  
Of Cab Guard  
Sign Holder  
(4) D Rings To Hold Mats Down  
2.5 lb ABC Fire Extinguisher  
Triangle Reflector Kit  
Parking Brake Interlock  
DOT Inspection  
Road Tested and Safety Inspected

Price guarantee does not include government mandates and associated costs, specification changes, freight, vendor price increases and components availability or model discontinuation, and material shortage surcharges. Above quoted price and delivery are subject to change without notice. This policy is in response to situations that are beyond Forestry Equipment of Virginia's control. Quotes for in stock units are valid while supplies last only. Every effort is made to meet or exceed quoted delivery dates. All dates given are subject to the receipt of vendor supplied parts

**Check to Add Options:** (8) 3' x 8' Altumamats Add \$1,866.00, Ford or Dodge Chassis Price \$42,626.00, Terex LT 40 Lift Price \$61,239.00  
**Delivery:** 120 Days

**SIGNATURE CONFIRMS ACCEPTANCE OF QUOTE/ORDER – SIGN AND DATE:**

**SIGN\*** \_\_\_\_\_  
**Joe mitri - Town of Trumbull**

**Date:** \_\_\_\_\_

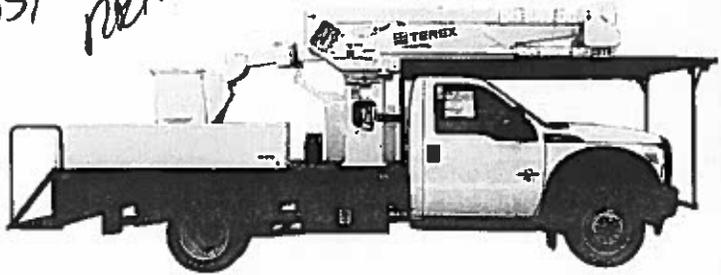
# FEVA

## Forestry Equipment of VA

12660 E. Lynchburg Salem Tpke  
Forest, VA 24551

Phone (434) 525-2929 Fax: (434) 525-0917

Website: [www.feve.net](http://www.feve.net) E-Mail: [sales@feve.net](mailto:sales@feve.net)



### Ford LT40 Rear Mount

#### CHASSIS

- Ford F-550 Diesel
- 6.7 L OHV Power Stroke V8
- 660 Ft lb @ 1600 rpm
- Torqshift 6-speed Auto w/OD
- Limited Slip with 4.88 Ratio
- 84" Cab to Axle
- 165" Wheel Base
- 200 AMP Alternator
- 4 Wheel Disc Brakes
- 225/70 RX 19.5 Tires
- 7,000 lb Front Axle
- 14,700 lb Rear Axle
- Factory De-Rated to 19,500 GVWR
- Air Conditioning
- AM/FM Radio

#### CONFIGURATION

- 12' Custom Flat Deck Body Painted Black with Non-Skid
- Spring Loaded Cab Guard Painted Black
- Mud Flaps
- 24" Rear Step Bumper
- (2) Wheel Chocks
- Rear Torsion Bar Installed for Stability

#### SAFETY

- Road Tested & Safety Inspected
- Lighting Kit to Meet FMVSS #108 Standards
- 2.5 lb ABC Fire Extinguisher
- Triangle Reflector Kit
- Parking Brake Interlock
- (4) Point LED Strobe Package
- Dielectrically Tested
- ANSI 92.2 Inspected

#### LIFT

- Hi-Ranger LT40 Insulated Aerial Device
- 45.6' Working Height
- 24 x 30 x 42 Platform Rated to 300 lbs
- Vinyl Platform and Control Cover
- Bucket Liner
- Auxiliary Let Down
- "Control-Plus" One Hand Control
- Safety Harness with Attached Lanyard
- Upper Boom Rest Tie Down
- Hydraulic Platform Tilt at Lower Control
- Full Pressure, Open Center Hydraulic System
- Continuous Unrestricted Worm Gear Rotation
- Integrated 20 Gallon Hydraulic Reservoir
- Category "C" and Certified up to 46,000 volts
- Electric Over Hydraulic PTO
- 6 Gallon Hydraulic Pump
- Dual Hydraulic Tool Outlets at Platform



**"Assembling Forestry Aerial Lift Trucks for Over 20 Years"**

## LT Series

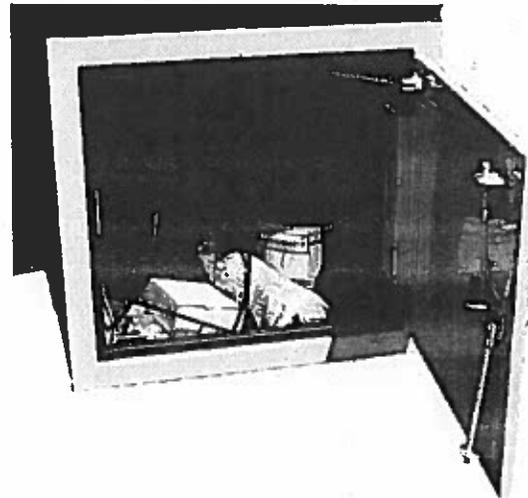
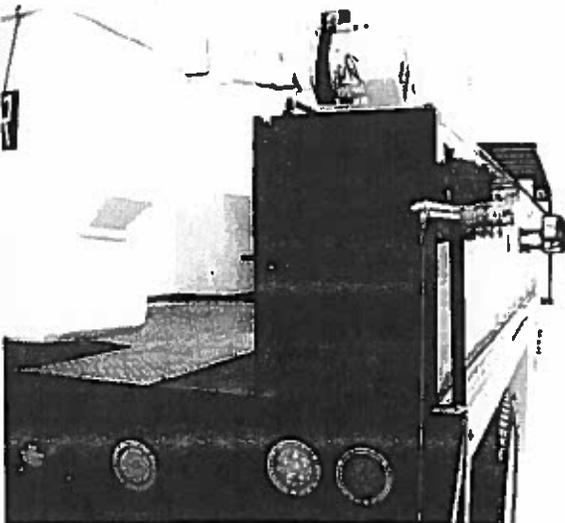
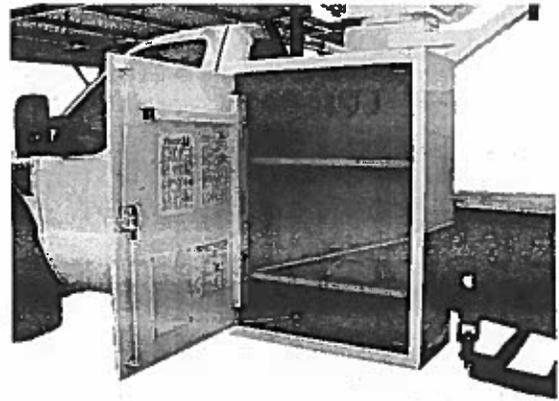
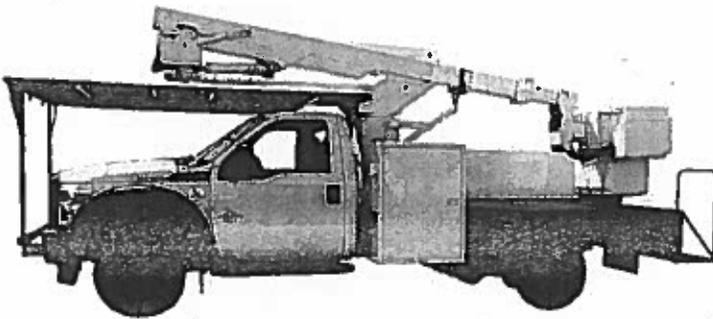
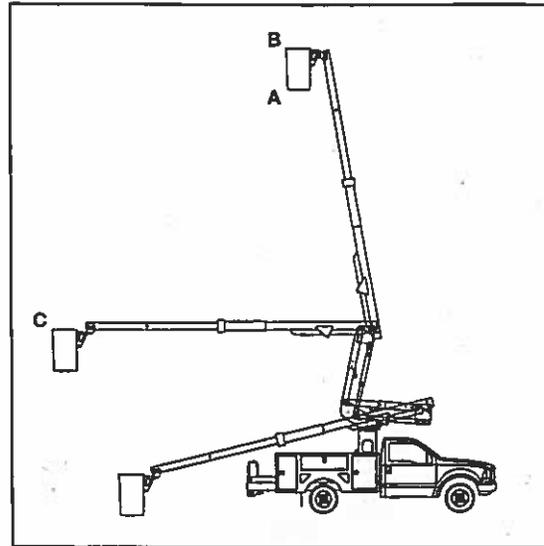
Hi-Ranger Insulated Articulating/Telescoping Aerial Device

Bottom of Platform Height	A	38.6 ft
Working Height	B	45.6 ft
Horizontal Reach	C	27.0 ft
Lower Boom Articulation		0 to 78 deg.
Upper Boom Articulation		-14 to 80 deg.



**TEREX.**

*Utilities*



- 16" W x 26" H x 96" L Pole Saw Box
- 26" Vented Underbody Tool Box
- 36" Cabinet Box with Rope Hooks

**EXHIBIT E**

## **CAPITAL BUDGET REQUEST - \$398,000**

### **MODERNIZATION OF LONG HILL GREEN**

In Sept. 2012, staff prepared a grant application for the Long Hill Green area. This application included upgrades to landscape, hardscape & lighting within the green itself and also envisioned a sidewalk extension to the Green along Main Street, and a potential traffic light. The total budget estimate was \$500,000. Unfortunately, Trumbull was not selected for the grant award. However, since that time, private sector development has burgeoned in the immediately adjacent area. 6523 Main Street was completely refurbished and slightly expanded, and now serves as home to Berkshire Hathaway Properties. Construction will begin in 4Q2014 for 6528 Main Street, a 7,200 SF multi-tenant retail facility just north of the Green. Also in 4Q214, we expect ownership of 10 Broadway Road (Luigi's/Franco Gianni's) to change hands and for redevelopment of that property to move forward in 2015. All told, private sector investment in this area will exceed \$3 million on those three properties alone.

Given this context, and the clear directive from the 2014 Plan of Conservation & Development to increase walkable amenities and retail in the Town, we feel it is critical to set aside funding to upgrade the Long Hill Green. This would include funds to design and construct new landscaping, hardscaping and accent lighting within the Green, as well as pedestrian connections to adjacent developments as needed.

Using the budget generated by Tighe & Bond in 2012, and subtracting the cost of traffic light (not included in this capital budget request), we believe that \$398,000 is an appropriate budget to achieve upgrades to the green and adjacent pedestrian connections. The original grand application is attached for further detail.

Economic & Community  
Development  
(203) 452-5043



Town Hall  
5866 Main Street  
Trumbull, Connecticut  
06611

*Town Of Trumbull  
Connecticut*

September 28, 2012

Mr. Dimple Desai  
Community Development Director  
Office of Policy Management  
Intergovernmental Policy Division  
450 Capitol Avenue, MS #54ORG  
Hartford, CT 06106-1379

**RE: Application, Main Street Investment Fund Program;  
Long Hill Green Enhancement Initiative Plan**

Dear Mr. Desai:

We are excited to submit for your agency's consideration the Town of Trumbull's application to the Main Street Investment Fund Program.

**The Plan**

The Town requests funding for the Long Hill Green Enhancement Initiative (LHGEI), a multi-phase plan to re-establish the functionality of a former village while promoting connections to emerging open space and recreational assets. The first steps in this plan actually occurred nearly 3 years ago, when the Planning & Zoning Commission undertook the creation of a Long Hill Green Zone, intended to be the first location in Trumbull where business and residential mixed used development would be allowed. The Long Hill Green Zone was formally adopted in 2010, and while general economic conditions have predictably delayed new private construction, recent months have brought tangible signs that multiple development interests are readying to proceed with projects. We believe the public improvements to be undertaken with the requested funding would provide a powerful impetus for private investment, and there has been great enthusiasm in response to our plans. In fact, we have concluded that the re-establishment of a functional village in the Long Hill Green area requires the public improvements for

pedestrian mobility that will allow and encourage the residents of the dense, surrounding residential neighborhood to walk to the green and the commercial establishments that will surround it in the future.

Additionally, the Town has had a productive collaboration with the Greater Bridgeport Regional Council and Connecticut DOT on the extension of the Pequonnock River Valley Trail, a regional recreational asset that is ultimately intended to connect Trumbull with Bridgeport, Monroe and Newtown. The quality of these plans has already attracted considerable federal and state funding, and an important objective of the LHGEI is to improve the pedestrian access for the area's residents to the Trail. The complete LHGEI Plan is an Attachment within this submission.

### **The Project**

The primary purpose of this application is to request funding for approximately 2,700 linear feet of sidewalks, related improvements, and a pedestrian crosswalk and traffic light at the intersection of Route 111 and Whitney Avenue. Complete construction estimates, as well as schematic diagrams, are an Attachment within this submission. If funding is awarded, the Town will immediately utilize its own funds to engage a qualified firm to complete all necessary design, engineering, and bid package preparation, the scope of the work to be commensurate with the amount of the funding award. The Town has had a preliminary consultation with Connecticut DOT regarding the establishment of the traffic light and crosswalk, from which it received positive feedback.

### **Consistency With and Furtherance of the State's Plan of Conservation and Development**

We believe strongly that the Long Hill Green Enhancement Initiative supports several of the Growth Management Principles in the State's Plan of Conservation and Development.

- By fostering real estate developments that will create new rental housing of various types and unit sizes, the LHGEI will Expand Housing Opportunities and Design Choices to Accommodate a Variety of Household Types and Needs.
- By intensifying commercial and residential development on an existing State Route, as well as a Greater Bridgeport Transit Route (Bus Route 14), the LHGEI will Concentrate Development Around Transportation Nodes and Along Major Transportation Corridors to Support the Viability of Transportation Options.
- By improving and promoting access to the Pequonnock River Valley Trail and Indian Ledge Park, the LHGEI will Conserve and Restore the Natural Environment, Cultural and Historical Resources, and Traditional Rural Lands.
- By reintroducing and promoting appropriate mixed used density in an area where it previously existed, the LHGEI will Conserve and Restore the Natural Environment, Cultural and Historical Resources, and Traditional Rural Lands.
- By promoting the historical importance of Long Hill Green and reintroducing an elevated volume of resident pedestrian traffic to the Green, the LHGEI will Conserve and Restore the Natural Environment, Cultural and Historical Resources, and Traditional Rural Lands.
- By connecting the Pequonnock Valley River Trail with a greater portion of the Town's residential base, and introducing an elevated volume of resident pedestrian traffic to the Trail the LHGEI will promote awareness of this natural asset and will Protect and Ensure the Integrity of Environmental Assets Critical to Public Health and Safety.

**Time Schedule for the Project**

If funding is awarded, the Town will immediately utilize its own funds to engage a qualified firm to complete all necessary design, engineering, and bid package preparation, commensurate with the amount of the funding award. It is expected that bids could be received within 90 days of award. Subsequently, bid award, contractor mobilization and construction is anticipated to require a total of 180 days, subject to seasonal delays.

Should you have any questions, or require clarification of any portion of our funding request, please do not hesitate to call me. Thank you for the opportunity to apply, your attention, and your guidance in the preparation of this application.

Sincerely,



Edward P. Lavernoich  
Economic & Community Development Director

[elavernoich@trumbull-ct.gov](mailto:elavernoich@trumbull-ct.gov)

# Application

## Main Street Investment Fund

### 1. APPLICANT INFORMATION

Municipality: Town of Trumbull

Mailing Address: Town Hall 5866 Main Street Trumbull, CT 06611

Name of Authorized Official: Timothy M. Herbst Title: First Selectman

Telephone #: 203 452-5005 Fax #: 203 452-5099

Email: firstselectman@trumbull-ct.gov Municipality FEIN number: 06-6002110

Municipal population as per the latest federal decennial census: 36,018 (2010)

STEAP Municipality  Yes  No

Grantee's Fiscal Year: From July 1 To June 30

Total Project Cost: \$600,000 Amount of Funding Requested: \$500,000

Name of Project Contact: Edward Lavernoich Title: Director, Econ. & Comm. Dev.

Telephone #: 203 452-5043 Fax #: 203 452-5099

Email: elavernoich@trumbull-ct.gov

### 2. LOCAL APPROVALS

- a. Submit a certified resolution adopted in the last 60 days by the municipality's legislative body:
- Authorizing submission of this grant application;
  - Identifying the individual who can sign the grant application and administer the grant.

The certified resolution should be signed by the City or Town Clerk and embossed with the corporate seal. See **Appendix A** for sample resolution.

- b. Submit a certified statement from the town manager or town engineer that the work performed or to be performed has received proper building permits and that the work has been or will be inspected by the town.

### 3. PRIVATE OWNER INFORMATION (APPLICABLE ONLY if the applicant is seeking funds to reimburse owner of commercial private property)

Owner Name: NOT APPLICABLE

Project Address: \_\_\_\_\_

Owner Business Name and Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_

Amount of Funding Requested: \$ \_\_\_\_\_

#### 4. PROJECT INFORMATION

Is there a "plan" that is previously approved by the governing body of the municipality to develop or improve town commercial centers to attract small businesses, promote commercial viability, and improve aesthetics and pedestrian access?  Yes  No

If no, your municipality is not eligible for funding under this program. If yes, please submit a copy of the plan including the approval of the governing body.

In 1000 words or less, summarize how the project will attract small businesses, promote commercial viability, and improve aesthetics and pedestrian access: See Attached Plan.

##### Municipal Project

Project Title: Long Hill Green Enhancement Initiative

Is property owned by the municipality?:  Yes  No

If no, who is the property owner and does the applicant have proper authorization/access agreement from the owner to enter the property or work on the property? \_\_\_\_\_

Is project ready to be implemented  Yes  No.

What is the total project cost? \$600,000. Provide a copy of the estimates.

Source of these estimates: Architect/Engineer  Contractor  Municipality

Are there other sources of funds for this project:  Yes  No Amount: \$ \_\_\_\_\_

Is the project consistent with the State Conservation and Development Policies Plan?  Yes  
 No Explain See Explanation in Applicant's Cover Letter.

Eligible activities to be funded by this grant: See attachment

**Owner/s of the commercial private property** (APPLICABLE ONLY if the applicant is seeking funds to reimburse owner of "commercial" private property)

Project Title: NOT APPLICABLE

Is the project complete?  Yes  No

Has the town reviewed the invoices for the costs to be reimbursed?:  Yes  No

Provided/attached invoices for reimbursement?:  Yes  No

Has the town conducted final inspection of the project?:  Yes  No

Who performed the work? Explain.

Is the project consistent with the State Conservation and Development Policies Plan?  
 Yes  No Explain \_\_\_\_\_.

Provide reasons for town recommendations for eligible activities to be reimbursed by this grant:  
 \_\_\_\_\_

Are there other sources of funds for this project:  Yes  No Amount: \$\_\_\_\_\_

### 5. PROJECT PLAN

Submit a detailed project plan which describes (1) the proposed use of the grant funds; (2) the way in which the use of the funds will develop or improve town commercial centers to attract small businesses, promote commercial viability, and improve aesthetics and pedestrian access; (3) a schedule for (a) the use of the funds; and (b) completion of the project; AND (4) project drawings/plans.

### 6. PROJECT BUDGET (see Appendix B for a sample budget)

ELIGIBLE PROJECT EXPENDITURES	TOWN SHARE	STATE SHARE	OTHER SOURCE*
1. Eng/Design	\$26,000.00	\$_____	\$_____
2. Bid Docs	\$4,000.00	\$_____	\$_____
3. Construction	\$_____	\$444,444.00	\$_____
4. Contingencies	\$44,444.00	\$_____	\$_____
5. Incidentals	\$13,131.00	\$55,556.00	\$_____
6. Final Inspect	\$12,425.00	\$_____	\$_____
7.	\$_____	\$_____	\$_____
8.	\$_____	\$_____	\$_____
9.	\$_____	\$_____	\$_____
10.	\$_____	\$_____	\$_____
<b>Total Project Expenditures</b>	<b>\$100,000.00</b>	<b>\$500,000.00</b>	\$_____

\* Identify other source – such as Private owner or Federal, etc. Use this column to show the reimbursement to commercial private owner.

## Checklist of required Documents

Identify documents submitted with the Application:

- Attachment 1: Legislative Body Resolution
- Attachment 2: Certified Statement
- Attachment 3: Project Location Map and a map of the Town Commercial Center
- Attachment 4: A copy of approved Plan with a copy of the resolution adopted by the Governing body approving the Plan
- Attachment 5: Cost estimates
- Attachment 6: Contracts with architect/engineers and contractors, if applicable
- Attachment 7: Project drawings/plans, if applicable
- Attachment 8: Invoices from the commercial private owner for reimbursement, when available

4290

RESOLUTION TC24-72: NOW, THEREFORE BE IT RESOLVED, the Trumbull Town Council, acting as the Town's Governing Body, approves the Long Hill Green Enhancement Initiative Plan; and

FURTHER BE IT RESOLVED, the Trumbull Town Council:  
Authorizes submission of the funding application for the Long Hill Green Enhancement Initiative under the Main Street Investment Fund Program referenced in Section 78 and 79 of the PA 11-1; and

Designates the Town of Trumbull First Selectman as the individual authorized to sign the Main Street Investment Fund application for the Long Hill Green Enhancement Initiative, and administer the project should it receive funding.

Introduced by	Palmieri
Committee	Legislation & Administration
Council	09-06-12
Referred to Selectman	09-10-12
Published	09-13-12
Effective	10-04-12

Certified by Clerk

*Margaret M. Manhani*  
Clerk of the Council

Approved

*Anthony J. Palmieri* 9/10/12  
First Selectman Date

RECEIVED FOR RECORD  
VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_  
2012 SEP 10 A 10:05  
TRUMBULL LAND RECORDS  
ATTEST  
TOWN CLERK

I hereby certify that this is a true copy of the original document received for record in the office of Town Clerk in the Town of Trumbull on 9-10-2012 at 10:05 AM  
Attest *[Signature]*  
Town Clerk

4290

Frank M. Smeriglio, PE,  
Town of Trumbull Engineer  
203-452-5053

**TOWN OF TRUMBULL  
CONNECTICUT**



Town Hall  
5866 Main Street  
Trumbull, Connecticut 06611  
Phone: 203.452.5053  
Fax: 203.452.5061

September 26, 2012

Main Street Investment Fund Application  
Long Hill Enhancement Initiative

RE: Long Hill Enhancement Initiative

As part of the Long Hill Green Enhancement Initiative, The Town of Trumbull shall obtain the appropriate approvals and necessary permits prior to construction. Upon start of the construction activity, The Town of Trumbull will also provide the appropriate inspections.

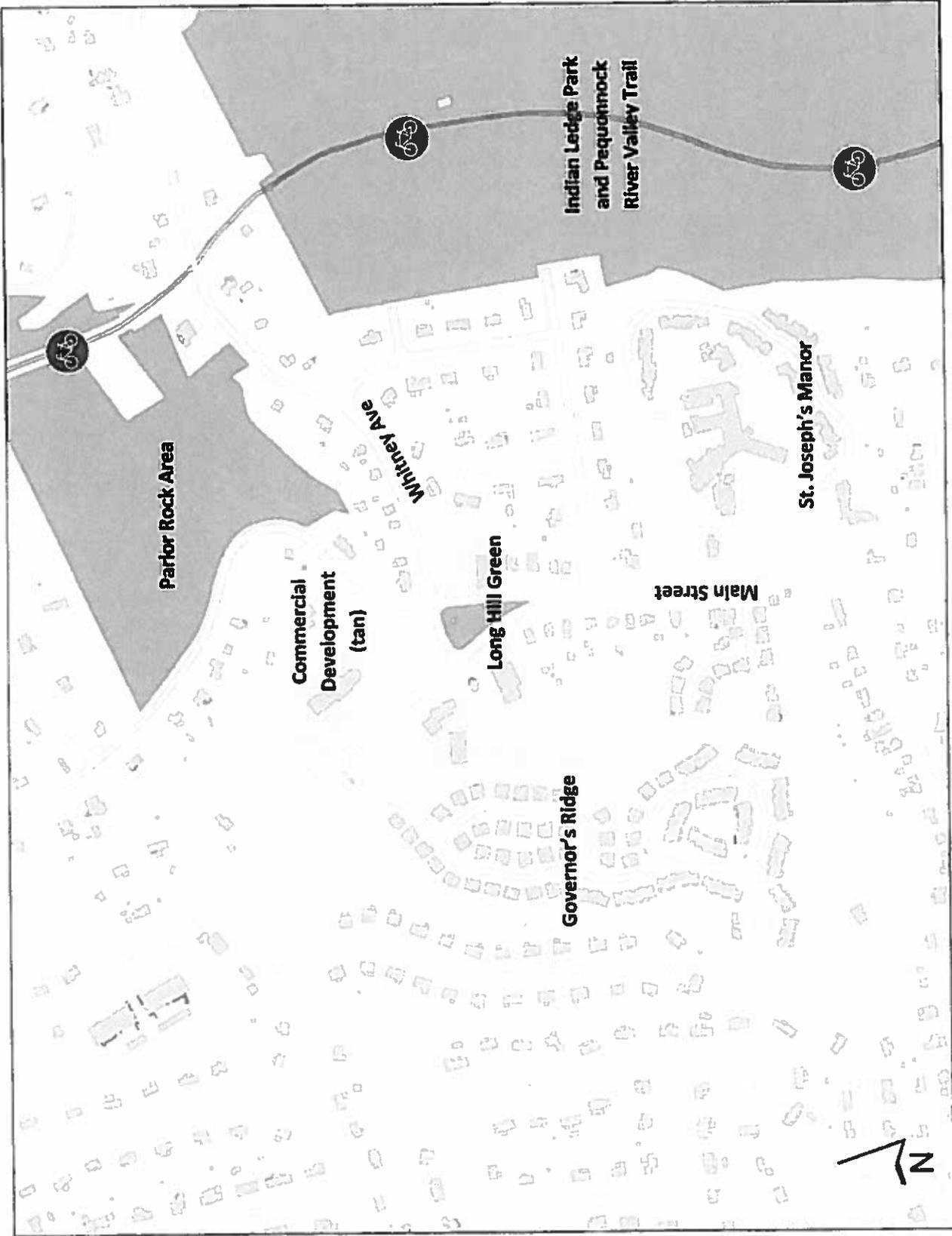
Please do not hesitate to call me if you have any questions.

Sincerely,

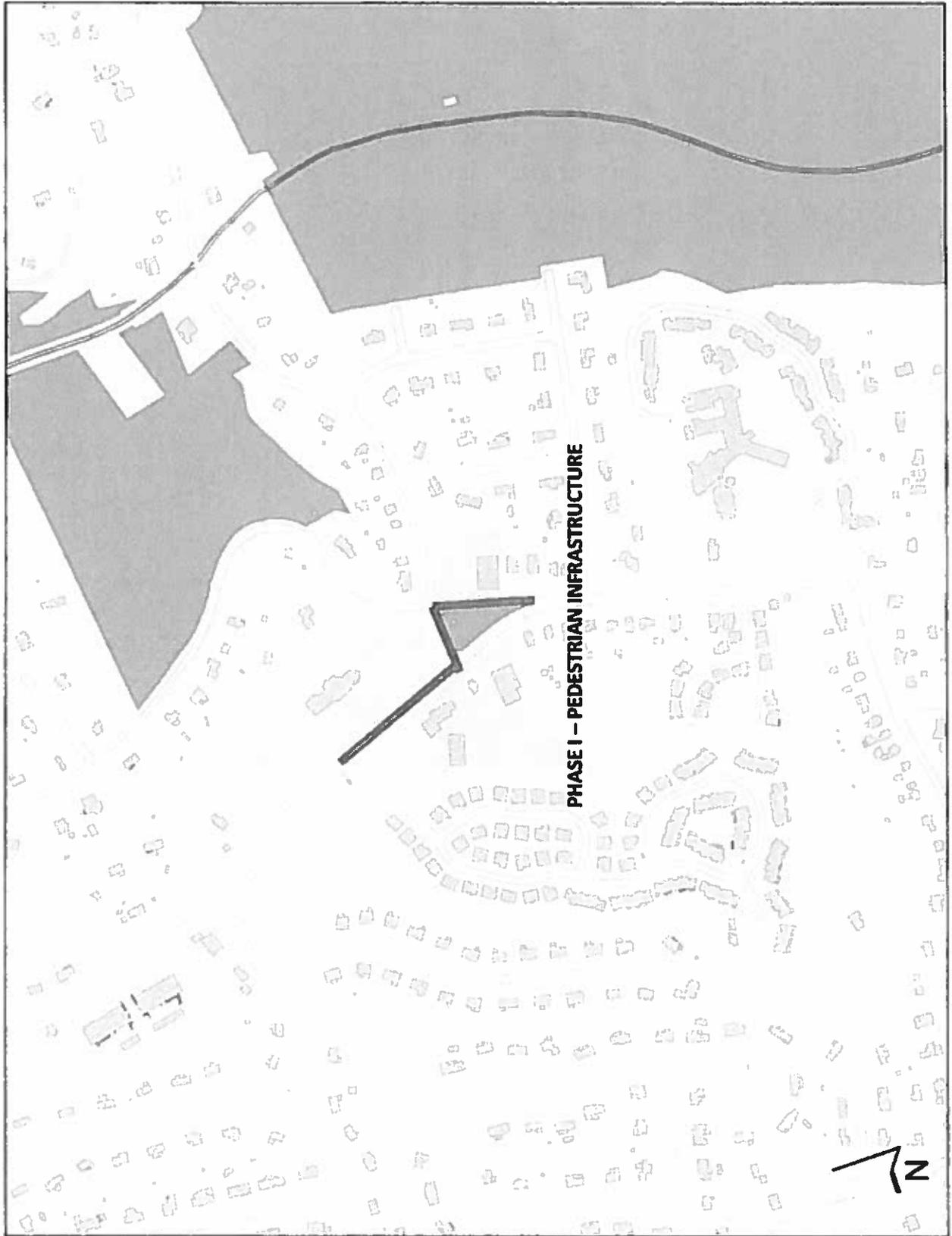
A handwritten signature in black ink, appearing to read "Frank M. Smeriglio", written in a cursive style.

Frank M. Smeriglio, P.E.  
Town Engineer

LONG HILL GREEN AND HALF-MILE RADIUS



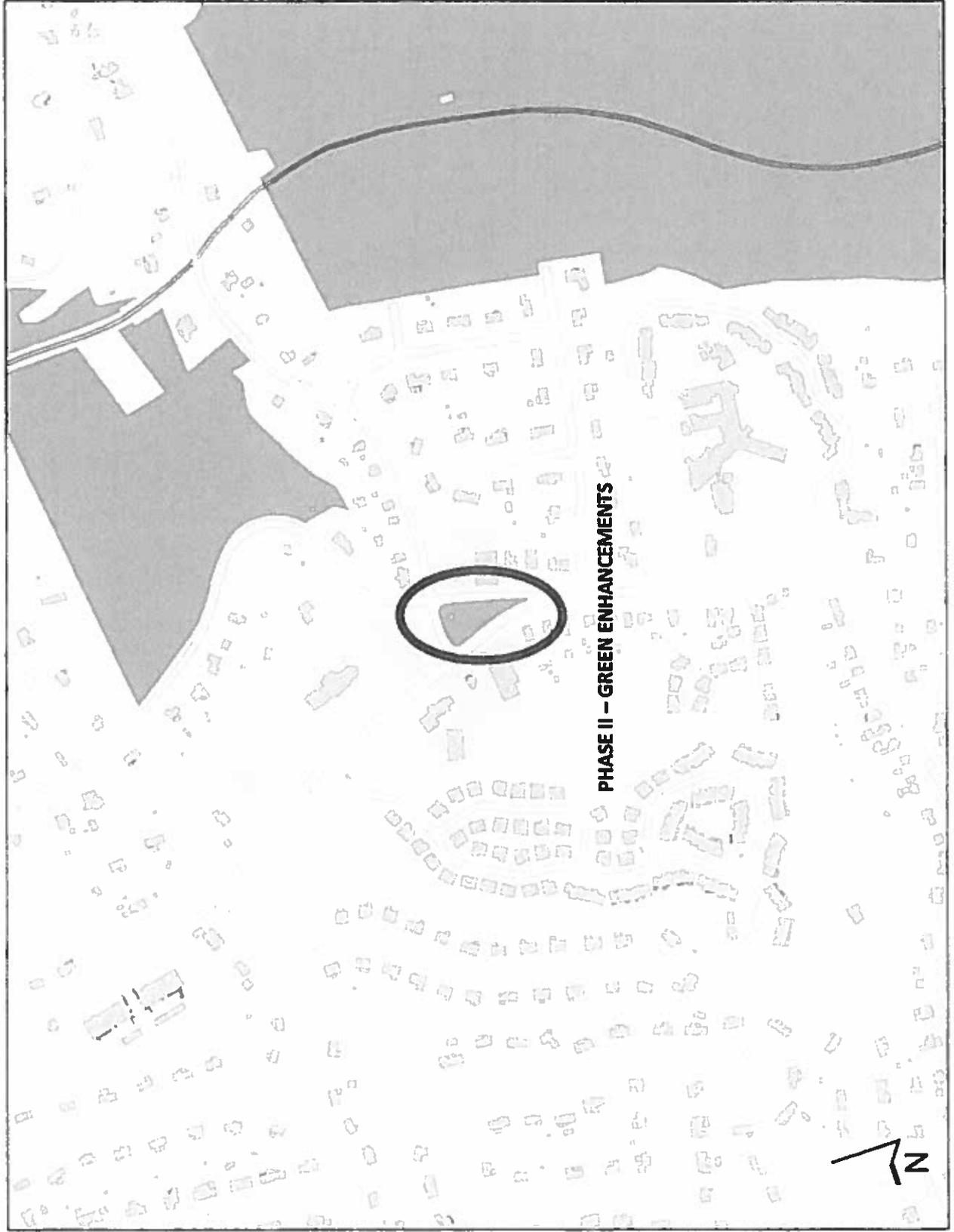
**LONG HILL GREEN AND HALF-MILE RADIUS**



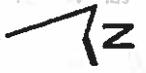
**PHASE I - PEDESTRIAN INFRASTRUCTURE**

**N**

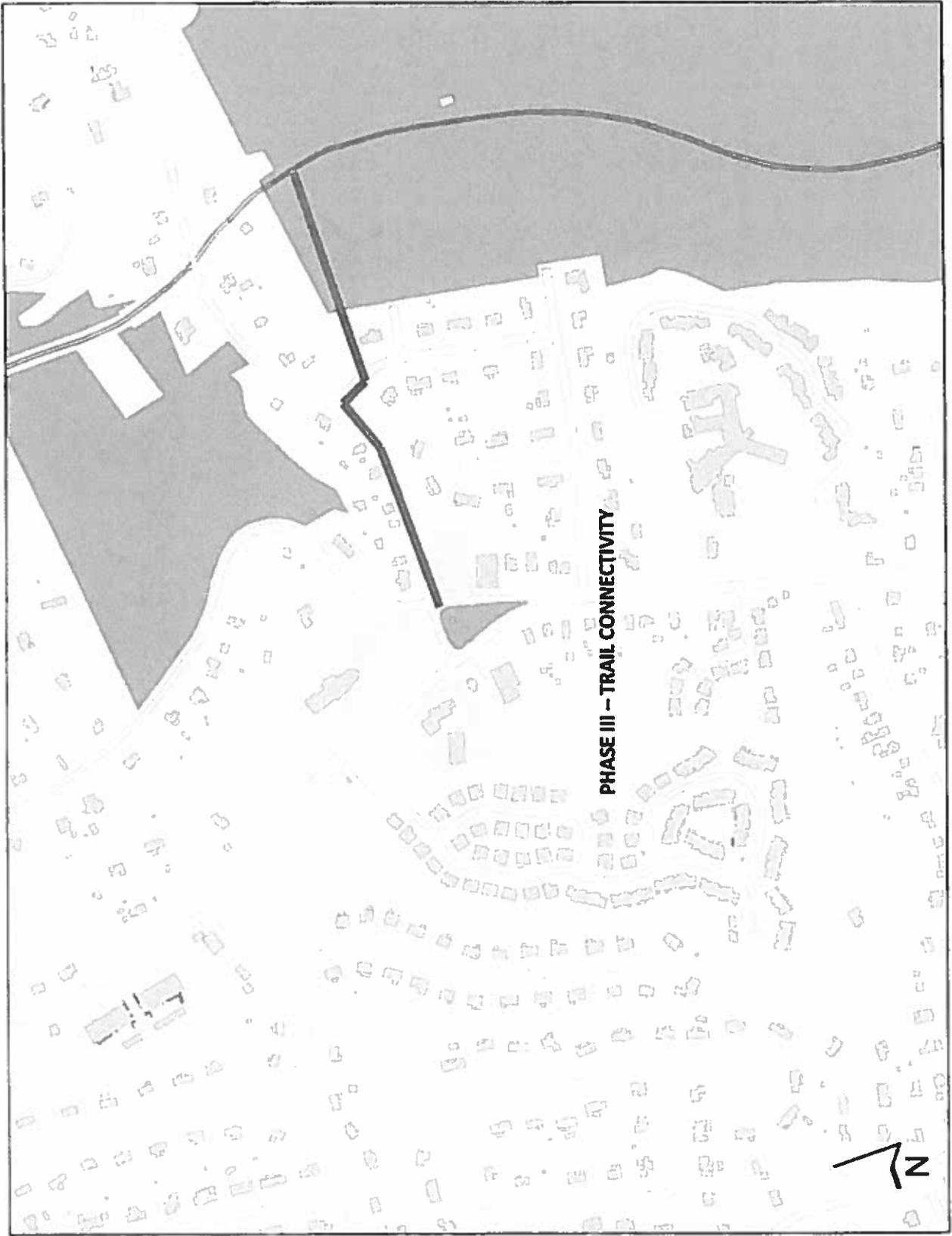
LONG HILL GREEN AND HALF-MILE RADIUS



PHASE II - GREEN ENHANCEMENTS



LONG HILL GREEN AND HALF-MILE RADIUS



PHASE III - TRAIL CONNECTIVITY

**LONG HILL GREEN ENHANCEMENT PLAN**  
 Trumbull, CT

**LOCAL OVERVIEW**

Trumbull, CT is a thriving community home to approximately 11,000 families and 1,000 business establishments. Located in eastern Fairfield County, Trumbull is well-connected by highways including the Merritt Parkway, Route 25 and Route 8. This vehicular connectivity and proximity to New York City and Bridgeport has made Trumbull attractive to both residential and commercial development, from Westfield Mall to Unilever and Cooper Surgical headquarters. Today, 98% of private land has been subdivided and developed for commercial or residential use. However, with foresight and dedication over decades, the Town has established more parks and open space per capita than any other Connecticut community, and this feature is prominent in local community character.

Today, community members and planners are looking for ways to create connectivity and cohesion at the neighborhood level, linking residents and employees to amenities and the park system by foot or bicycle. Such investments will reduce auto dependency, encouraging public health, and reinforcing a unique local identity centered on outdoor assets.



*Trumbull, CT and Fairfield County - inset*



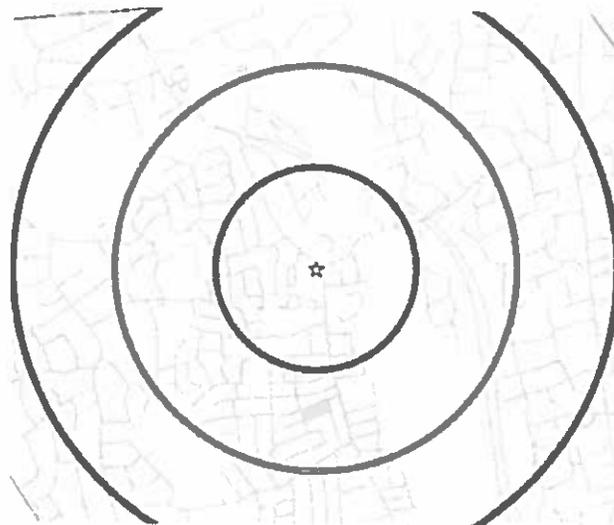
*Trumbull is well-known for its extensive Park System  
 Old Mine Park*

**LONG HILL GREEN ENHANCEMENT PLAN**  
Trumbull, CT

**LONG HILL GREEN**

The Long Hill Green area of Trumbull is an excellent candidate for neighborhood connectivity enhancements. The historic Long Hill Green sits at an important nexus of Main Street and Whitney Avenue, providing integral north/south and east/west connection that attracts roughly 12,000 vehicles each day.

Nearly 25% of Trumbull's entire population resides within 1.5 miles of the Long Hill Green; over 3,000 people live within half a mile. This includes a 136-unit townhome complex known as Governor's Ridge, and St. Josephs Manor, a retirement community home to over 300 seniors. Also within this radius are several offices and shops, and the entrance to a 105-acre multi-use park that hosts activities from BMX racing, to soccer, to cricket, to large-scale concerts. Indian Ledge Park and the Long Hill Green area are also adjacent to the Pequonnock River Trail, a 16-mile multi-town recreational trail that attracts 6,000 visitors each week.



*½ mile, 1 mile and 1.5 mile radii  
Nearly 25% of Trumbull's entire population resides  
within 1.5 miles of the Long Hill Green*



*A mix of housing types surround Long Hill Green, including  
the clustered development of Governor's Ridge*



*The Pequonnock River Trail is less than ½ mile from  
Long Hill Green*

**CHALLENGES**

Despite this proximate mix of diverse development types, population and recreation assets, the Long Hill Green area remains disjointed in its character and uninviting to pedestrians and cyclists. In fact, the Green is nearly inaccessible except by automobile. Two adjacent redevelopment projects have stalled after receiving local approvals for plans, and safety at the busy intersection of Main Street and Whitney Avenue has become increasingly challenging.

**GOALS**

- Increase walking and biking access
- Calm traffic
- Establish visible identity & cohesion
- Activate outdoor areas
- Promote private investment/development
- Attract amenities



*example of a thriving walkable environment*

**STRATEGIES**

<b>Establish mixed-use zoning</b>	The Planning & Zoning Commission created unique zoning in 2010 in the Long Hill Green District to allow for mixed-use buildings and to reduce setback requirements. These features are intended to promote a village center development pattern that is vibrant and walkable
<b>Add traffic light</b>	With roughly 12,000 cars on Main Street each day, the only way to create safe crossing to the Long Hill Green for pedestrians and cyclists is to implement a traffic signal. The signal will also serve as a traffic-calming measure to reduce speeding at this node
<b>Create crosswalks</b>	ADA compliant crosswalks at Main Street, Whitney Avenue and Broadway are a vital component to establishing walkable infrastructure at the Long Hill Green
<b>Extend sidewalks</b>	First phase is a sidewalk extension on the west side of the street to connect to a 136-unit town home community just north of the Long Hill Green. Future phase includes sidewalks on east side in conjunction with future development, as well as sidewalks along Whitney Avenue toward the Pequonnock River trail and Indian Ledge Park
<b>Create trail extension</b>	Capitalizing on existing town-owned easement, create a westerly trail spur to the Pequonnock River trail to allow buffered passage for pedestrians and cyclists
<b>Add bike lanes</b>	Where trail conditions are not possible, add bike lanes in street to complete the multi-modal connectivity investment
<b>Enhance green space &amp; Create outdoor dining space</b>	Outdoor congregating and dining space adjacent to existing retail, with flexible and shaded seating that is buffered from adjacent traffic by landscaping and strategic topology
<b>Recruit retail establishments</b>	Consider recruitment strategies and incentives to attract quality food vendors to the area that will operate both daytime and evening hours
<b>Activate/program the green</b>	Frequent programming in addition to the current farmers market series will help establish the Green as a congregating space and may help in the restaurant recruitment effort
<b>Implement unified signage regulations</b>	Over time, phasing out the existing disjointed and cluttered signage and replacing with unified simple identification markers will help create a cohesive identity for the Long Hill Green area
<b>Road diet on Broadway</b>	Narrowing the roadway on the east side of Long Hill Green to allow one-way traffic south-bound would calm traffic, increase safety, and create a more seamless connection between retail and outdoor space
<b>Add lighting</b>	Soft uplighting of landscape elements and pathway lighting within the Long Hill Green will encourage evening use, in addition to increased programming

**IMPLEMENTATION OF STRATEGIES – TIMELINE**

**COMPLETED**

Establish mixed-use zoning (2010)

**IN PROCESS**

Recruit retail establishments

Implement unified signage regulations

**MAIN STREET INVESTMENT FUND – PEDESTRIAN  
INFRASTRUCTURE**

Add traffic light

Create crosswalks

Extend sidewalks

Road narrowing on Broadway

**FUTURE PROJECT –GREEN ENHANCEMENT**

Enhance green space &

Create outdoor dining space

Activate/program the green

Add lighting

**FUTURE PROJECT – TRAIL CONNECTIVITY**

Create trail extension

Add bike lanes



Prep'd Date 9/20/2012 By JAR  
 Ch'kd Date \_\_\_\_\_ By \_\_\_\_\_  
 Town of Trumbull, CT  
 Funds \_\_\_\_\_  
 Town No. \_\_\_\_\_  
 Project No. \_\_\_\_\_  
 Sheet No. 1 of 1

**Opinion of Probable Cost  
for the Construction of**

Project Description Main Street / Route 111 Trumbull, CT Preliminary Cost Estimate  
**BASE CONTRACT**  
 FROM STA \_\_\_\_\_ TO STA \_\_\_\_\_  
 A LENGTH \_\_\_\_\_ FEET AS SHOWN ON THE PLANS

Item	Est. Quant.	Unit	Unit Price	Total
Pavement; Reclaim		SY	\$ 11.00	
Pavement; Milling (0-4" \$4)		SY	\$ 4.00	
Pavement; HMA (\$90-\$110) 4"	140	Ton	\$ 100.00	\$ 14,000
Bituminous Concrete Sidewalk (5' width, x' length)		SY	\$ 50.00	
Drainage; Total Pavement Area "All New" (Suburban \$2.00 - CBD \$3.00)		SF	\$ 3.00	
Drainage; Total Pavement Area "Upgrade" (\$0.75)		SF		
Subbase (<500CY/\$50, 500-2000CY/\$35, >2000CY/\$30) 12" for 10% of area for patching	225	CY	\$ 40.00	\$ 9,000
Pavement; Full Depth Patching		SY	\$ 30.00	
Drainage; Pipe (12" - 15" - 24" - 48") (\$30/\$35/\$50/\$90)		LF		
Drainage; Catch Basins (\$2500)	1	EA.	\$ 2,500.00	\$ 2,500
Drainage; Double Catch Basins (\$1800-\$2000)		EA.		
Drainage; New Catch Basin Top (\$800)	4	EA.	\$ 800.00	\$ 3,200
Drainage; Reset Catch Basins (\$500-\$600) including MH's		EA.	\$ 550.00	
Drainage; Culvert Ends (\$800-\$1000)		EA.		
Curbing; BCLC (\$2.50-\$8.00)		LF	\$ 6.00	
Curbing; Add 2 foot strip of pavement x length	2,640	SF	\$ 7.00	\$ 18,480
Curbing; Cast in Place Concrete (\$32)	1,320	LF	\$ 32.00	\$ 42,240
Curbing; Granite (\$35 Est % of total quantity for replacement)		LF	\$ 35.00	
Earth Exc. (<500CY/\$48, 500-2500CY/\$33, 2500-5000CY/\$25, >5000CY/\$20) 1' depth	405	CY	\$ 33.00	\$ 13,365
Rock Exc. (<654CY/\$57, 654-6540CY/\$34, >6540CY/\$23)		CY	\$ 57.30	
Borrow (<654/\$19; 654-6540/\$12; >6540/\$8.50)		CY	\$ 19.00	
Guide Railing; R-1 or 3 Cable (\$7-\$11)		LF	\$ 28.00	
Guide Railing; R-B (350) (\$12-\$16)		LF	\$ 15.00	
Guide Railing; Systems 2-8A (\$55-\$70)		LF		
Guide Railing; Anchors (\$500-\$650)		EA.	\$ 500.00	
Impact Attenuator (Type B - Median/Gore)		EA.	\$ 25,000.00	
Precast Concrete Barrier Curb (15" x 32")		LF	\$ 42.00	
Precast Concrete Barrier Curb (24" x 32")		LF	\$ 49.00	
Concrete Driveway Ramp (x' total length)		SF	\$ 14.00	
Concrete Sidewalk	2,710	SF	\$ 14.00	\$ 37,940
Bituminous Driveway (\$25-\$35)	75	SY	\$ 35.00	\$ 2,625
Turf Establishment	545	SY	\$ 5.00	\$ 2,725
Interconnection, fiber optic cable and 3" R.M.C.		LF	\$ 30.00	
Sedimentation Control (\$2-\$5)	1,500	LF	\$ 4.00	\$ 6,000
System Integration L.S.		LS		
Emergency vehicle preemption		EA.	\$ 5,000.00	
Traffic Signals, New State Signal (\$100,000-\$120,000/intersection)	1	EA.	\$ 150,000.00	\$ 150,000
Traffic Signals, Major Modification (\$80,000/intersection)		EA.		
Traffic Signals, Minor Modification (\$30,000/intersection)		EA.	\$ 30,000.00	
Retaining Wall, Double Wall & Reinforcing Earth (\$51.11-\$56)		SF		
Retaining Wall; Cast-in-Place Concrete (\$60.40-\$70)		SF		
Loop Detector Saw Cut	500	LF	\$ 15.00	\$ 7,500
			<b>SUBTOTAL</b>	<b>\$ 309,575</b>
Traffic Items (4%)		4%		\$ 12,383
Minor Items (0-25%) (Preservation 10%) (Rehabilitation 15%) (Full Depth Reconstruction 25%)		15%		\$ 46,436
			<b>SUBTOTAL</b>	<b>\$ 368,394</b>
<b>Contract Items</b>				
Cleaning and Grubbing Roadway		0%		
Maint & Protection of Traffic		4%		\$ 14,736
Trafficperson (state or town officer = \$75/hr)	400	HR	\$ 75.00	\$ 30,000
Mobilization (7.5%)		7.5%		\$ 27,630
Construction Staking (1%)		1%		\$ 3,684
Inflation Factor (3% per year)		0%		
			<b>CONSTRUCTION TOTALS</b>	<b>\$ 444,444</b>
CONTINGENCIES (<\$5,000,000/10%) (>\$5,000,000/5%)		10%		\$ 44,444
INCIDENTALS (<\$1 million/30%) [\$1-5 million/25%] [\$5-10 million/23%] (overlays 15%)		15%		\$ 66,667
UTILITIES (Overhead, Fire Hydrant)				
PRELIMINARY ENGINEERING AND ENVIRONMENTAL		0%		
RIGHTS OF WAY				
Estimated By:			<b>Sub-TOTAL ESTIMATED COST</b>	<b>\$ 556,554</b>
Checked By:			<b>TOWN CASH</b>	
Date of Estimate			<b>TOTAL ESTIMATED COST</b>	<b>\$ 556,554</b>

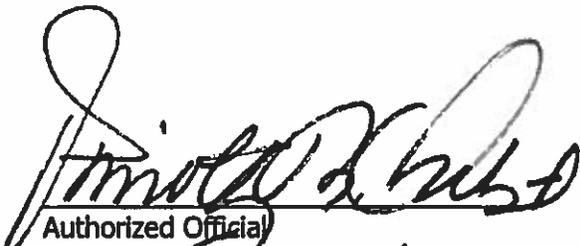




My signature below, for and on behalf of the Town of Trumbull, indicates  
Name of Grantee

acceptance of the following and further certifies that:

1. I have the authority to submit this grant application;
2. I will comply with the General Grant Conditions and Special Conditions, if any;
3. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
4. I understand that should this grant application be approved, such state funds shall be expended within the time frame specified in the Notice of Grant Award (NOGA);
5. I understand that requests to extend the grant end date shall be submitted in writing to the Office of Policy and Management no later than thirty (30) days before the grant end date as specified in the NOGA;
6. I understand that unexpended funds shall be returned to the State of Connecticut within sixty (60) days of the grant end date;
7. I understand that if this organization meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the organization is required to submit a State Single Audit, at its own expense, no later than six (6) months after the end of the audit period. If this organization is not required to submit a State Single Audit, the organization is required to submit a final accounting of the grant expenditures within sixty (60) days of the grant end date; and
8. I hereby certify that the statements contained in the responses to this application and accompanying documents are true to the best of my knowledge and belief and that I know of no reason why the applicant cannot complete the project in accordance with the representations contained herein.

  
Authorized Official  
Timothy M. Herbst  
Print Name

First Selectman  
Title  
9/19/12  
\*Date:

\* The application must be signed subsequent to the adoption of the resolution by the local legislative body.

**Letters of Support**

**and**

**“Businesses of Long Hill”**

**An excerpt from Trumbull, Connecticut – Written History**



Hodson Realty, Inc.  
6515 Main Street  
Trumbull, CT 06611  
[www.hodsonrealty.com](http://www.hodsonrealty.com)

tel: 203.268.7743  
fax: 203.452.0920  
[steve@hodsonrealty.com](mailto:steve@hodsonrealty.com)  
[www.hodsoncommercial.com](http://www.hodsoncommercial.com)

September 28, 2012

Mr. Dimple Desai  
Community Development Director  
Office of Policy Management  
Intergovernmental Policy Division  
450 Capitol Avenue, MS #54ORG  
Hartford, CT 06106-1379

RE: Town of Trumbull Grant Application: Long Hill Green Enhancement Initiative Plan

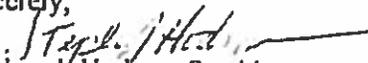
Dear Mr. Desai:

My company is located at 6515 Main Street in Trumbull, immediately across Main Street/ Route 111 from Long Hill Green. I frequently dine and entertain clients at Franco Gianni's Restaurant, which is adjacent to Long Hill Green, but on the opposite side of Route 111 from my office. Additionally, I occasionally dine at Marissa's Restaurant, only about 500 feet from my office, but also on the opposite side of Route 111. These restaurants, while convenient for me, are both a needlessly hazardous walk. This encourages some in my office building to drive to them, or often to get in their cars and leave the Long Hill Green area entirely.

I believe extensions of the existing sidewalks, and a pedestrian crossing at the intersection of Whitney Avenue and Route 111 would be tremendous improvements to the Long Hill Green area. It would serve and connect the existing commercial establishments, promote new pedestrian accessible amenities and conveniences for the surrounding residential area, and increase utilization of the recreational assets in the area, such as the Pequonnock River Valley Trail and Indian Ledge Park.

I support the Town's grant application to the Main Street Investment Fund Program, and urge you to consider funding for the proposed project. Thank you for your attention.

Sincerely,

  
Stephen J. Hodson, President  
Hodson Realty, Inc.

Cc. Edward Lavernoch, Town of Trumbull



**[www.heroesvillages.com](http://www.heroesvillages.com)  
277 Fairfield Avenue, Bridgeport, CT 06604**

**September 28, 2012**

**Mr. Dimple Desai  
Community Development Director  
Office of Policy Management  
Intergovernmental Policy Division  
450 Capitol Avenue, MS #540RG  
Hartford, CT 06106-1379**

**RE: Town of Trumbull Grant Application; Long Hill Green Enhancement Initiative Plan**

**Dear Mr. Desai:**

**Heroes Village LLC, a real estate development entity has proposed a 15-18,000 square foot medical office, retail and residential development at 6540 Main Street, immediately adjacent to Whitney Avenue and contiguous to Long Hill Green.**

**We chose this location for its unique character, and its importance as a local connecting point; the Long Hill Green area is a special opportunity because it contains existing residential, office, retail, and recreational land uses, as well as outstanding natural resources in close proximity. We feel there is a great opportunity to create a true village in the Long Hill Green area. However, these land use elements currently lack cohesion, which could be enhanced by pedestrian infrastructure, traffic calming measures, and upgrades to Long Hill Green. Continued public improvement investments of this type will make our project easier to market and pre-lease prior to and during construction, as well as increase our chances of long-term success and viability.**

**In conclusion, we support the Town's grant application to the Main Street Investment Fund Program, and urge your agency's favorable consideration. Thank you for your attention.**

**Best regards,**

**Sean Richardson  
Chief Business and Legal Affairs Officer  
Heroes Village LLC  
[srichardson@heroesvillages.com](mailto:srichardson@heroesvillages.com)  
203.683.1380 (p)  
203.286.1323 (f)**

**Cc. Edward Lavernoich, Town of Trumbull**

**Roy Fuchs**  
**221 Fitch's Pass**  
**Trumbull, CT 06611**

To whom it may concern -

I am a resident of Governors Ridge, a 108 unit condominium development essentially across Main Street from the Long Hill Green.

Dan Nelson, Trumbull's First Selectman's Chief of Staff; Ed Lavernoich, the town's Director of Economic Development and Jamie Bratt, our Director Planning and Zoning recently briefed me about the grant application to be filed with the state of Connecticut seeking \$500,000 to make improvements in the Long Hill Green area.

As I pursue support from my condo association's management company, I am pleased to add my wholehearted support for the application and look forward to the proposed enhancements to the Long Hill Green area.

At the most personal level, I am a runner who goes south on Main Street early in the morning - at this time of year well before sunrise - so the sidewalk extension will be a great safety benefit to me.

At the larger level, I believe that adding sidewalks makes walking on Main Street, a busy state road (Route 111), far safer, enhances the value of all of Governors Ridge's units and should help get others who live in and near here get out of their cars.

I believe also that the proposed re-landscaping of the Green will make our neighborhood more attractive, and our homes potentially more valuable.

Further, my understanding is that the area east of the Green has been rezoned to allow mixed commercial-residential use. It is my hope that development will include a small market or deli where we can buy good New York bagels and similar food items we seem to run low on without being aware.

Finally, it is my hope that these improvements encourage/enable development of the property immediately south of Marissa's Restaurant, again, with a preference for stores serving the neighborhood.

Thank you,

Roy Fuchs

<a href="#">Home Page</a>
<a href="#">Written History</a>
<a href="#">Oral History</a>
<a href="#">Photographs</a>
<a href="#">Museum &amp; Sponsors</a>
<a href="#">Upcoming Events</a>
<a href="#">Book Store</a>
<a href="#">Gift Shop</a>
<a href="#">Links</a>
<a href="#">Officers &amp; Directors</a>
<a href="#">Join Us - Membership</a>
<a href="#">Contact Us - Email</a>



## **Businesses of Long Hill Green**

**By J. Edward Scordato**  
*as told to Cindy Lauria*

**These are my memories of the businesses on the Long Hill Green from the time I was a kid in the 1930's. The Long Hill center was essentially the commercial center of the upper Long Hill section of town. The main business was the Center Store, which was right across from the green, between the existing green and Marisa's. The side of the store was on Main Street, but the front of the store was on the side street facing the Green. The Center store had an apartment above. Mr. George Smith and his wife lived there. The store itself had a big wooden porch on it and you walked up the stairs and there was a pay phone (which was unusual in those days) and a big soda cooler on the porch. Now the soda cooler wasn't electric. It was galvanized steel with a big lid on it and a bottle opener built into the side. Each morning Eddie Kaatz would deliver ice to the cooler. Kaatz lived on Whitney Avenue and had the icehouse there. Most families didn't have refrigerators and so he had a daily ice route. So, every morning he would come through and load a big cake of ice in the soda cooler. Now the soda cooler was always**

**loaded with all different kinds of soda, some of which you don't have today. There of course was always Coca Cola, (in the little bottles), 7 up, Pepsi Cola, a soda that tasted just like Pepsi Cola which was called Spur, and Virginia Dare, Hires Root Beer and NeHi. At any rate, the soda was always there and the cooler was never locked, The store closed early, so if you wanted a soda after 6 o'clock at night, you took a soda. Then the next day or when you next went there, you'd say Mr. Smith, I took a Hires Root beer and here's the nickel for it. Of course in those days, people were very honest.**



**The Long Hill Green with General Store in Background**

**We called the store Smith's General Store. Mr. Smith dressed like the typical grocer in those days. He always had a clean white cotton apron on each morning. It was a bib style that covered his whole front and he wore a flat straw hat. His wife worked in the store as well. As you walked into the store, on the right hand side was the soda fountain, where you could get ice cream or sodas. You could buy a Coca-Cola or you could buy Moxie. Today, Moxie is almost non-existent, I think you can still buy it in northern New England. In those days, Moxie was considered a health drink. It tasted a lot like Dr. Pepper. We rarely bought our soda from the soda fountain because it was cheaper in the bottle from the cooler. One drink you couldn't get bottled was Cherry Smash and once in a blue moon we'd go in for one. The soda fountain also sold take away things like popsicles and fudgicles. In each box there was one that was marked "free" on the stick. If you got that one, you could turn the stick in later for a free one. We used to walk up Main Street looking for**

discarded popsicle sticks. We'd often get lucky find one that said free and trade it in.

If you walked past the soda fountain, to the left rear portion of the store was an ice box where you could buy ice. At the back of the store was the counter and behind the counter a variety of groceries. Not only could you buy groceries and meat and ice cream, but you could buy film for your camera, you could buy fish hooks (we used to fish in the Witch Hazel Pond), you could get just about anything within reason - it was a *general* store.

To the left of the front door was the post office and Mr. Mahoney used to be the postmaster. In those days, there was no rural delivery and you'd have to go to the general store for your mail. Our address was Long Hill Village then, not Trumbull. Everybody had a post office box with a glass front and a little dial on it, like opening a safe. Our box number was 156. When you went in the store for something, you'd automatically look over and you could see if there was any mail in your box. If there was, and Mr. Mahoney was there, he'd give it to you. If he wasn't there, if he went home for lunch or something, you could open it with the combination and take your own mail. People ordered just about everything from Sears Roebuck. Now, in those days, practically everybody raised chickens to have a ready supply of eggs and meat. Sears also had a farm catalog and people ordered their baby chicks through Sears Roebuck. They came in a big very heavy-duty cardboard box. The box came with little troughs inside filled with water and chicken feed. There would be about 50 chicks in the box, all yellow ones, little bitty things. When you walked into the store in the spring, which is when you could order chicks, you'd hear the little baby chicks just peeping away. If say, Mrs. Jones had ordered chicks and they came in, but she hadn't picked them up yet, and you were her neighbor, Mr. Mahoney would ask to stop in on your way home you and please tell Mrs. Jones her baby chicks and here and please pick them up. Most people didn't have telephones, so it wasn't like he could just call and say hey come get your baby chicks. As the weather got warmer and more chicks came in, the post office would get stinky, so he wanted them to be picked up as soon as possible.

George Smith was a wonderful person. To the right of his store was a house that was rented. Behind that house, actually it was on Broadway, was a greenhouse attached to the house. Now Mr. Smith used to operate the greenhouse and he would raise flowers during the year for sale and would make up corsages and such. When we

were kids and we wanted to get our mother a plant for Easter or Mother's day we would go over there. We'd tell him we'd like to buy a plant and he'd ask how much you got. You'd say 14 cents or whatever you had, and he'd say just right and he'd sell it to you for that. If your dad or your uncle were asking the plant would have been like 35 or 50 cents. He was always nice to us kids.

When George Smith retired, he sold out to Eddie Tomer, who ran the store for quite a while. Tomer bought the business, the house next door, the greenhouse and the big red barn next to the greenhouse. That barn was full of bats. It was loaded with bats. They used it for storage. Later, Tomer bought the property where Marisa's is and opened the Hi-Way Diner. The Hi Way diner did a great business because the trucks could pull in the big parking lot. There was no place to stop for a coffee or a sandwich between the Merritt Canteen in Bridgeport and Newtown. When he built the Hi Way Diner he leased the store to a couple from Oklahoma, I think her first name was Wanda. I remember they had a baby while they were there and kept the baby in the store in an orange crate that was lined with pillows. They took out the soda fountain. After the couple from Oklahoma, the Sekeres family leased the store from Mr. Tomer. They lived on Whitney Avenue, just about halfway down the hill on the left. By then, the post office had moved up to where Irene's florist is today, up near St. Joseph's Manor. The address was still Long Hill. Eddie Tomer got a liquor license and opened a package store next to the general store. Victor Bruchac ran the liquor store. Eventually, Mr. Tomer expanded the Hi-Way Diner into a full restaurant called the Kimberly Inn. He added a building on the side and moved the liquor store there, where it remained until recently and is now the site of Long Hill Donuts. When Mr. Tomer retired, Marisa's Ristorante bought the property and remodeled and expanded again. The house next to the Center Store became a doctor's office - Dr. Austrian and Dr. Davis. When Dr. Davis left, Dr. Sherlup joined Dr. Austrian. After that it became a dentist's office. The store and home were torn down in 1974 when route 25 was being built. There was supposed to have been an exit on Whitney Avenue and the buildings were thought to interfere with the increased traffic flow.



### **Tomer's "Hi-Way Diner"**

**The original butcher from when Mr. Smith sold the store was Eddie from Eddie and Gene's. Eddie Tomer got a liquor license and opened a little liquor store next to the general store. Victor Brushak ran the liquor store for Eddie and Eleanor Tomer. Eventually, Tomer added a building to the side of his diner and moved the liquor store business over there. It was there until recently and is now Long Hill Donuts.**

**Over where Luigi's is now, I'm going way back into the 1930's, there was an automobile dealership. It was a Studebaker dealership and the showroom was where the bakery section is today. It was called Bradley's Garage. Behind the showroom was the garage where they serviced cars. It has a gas pump that was just for the garage and an air hose where we would pump up our bicycle tires. During World War II, they didn't make cars anymore, so Bradley's garage ran a machine shop in the back. They had a contract with Electric Boat to make submarine parts. After the War ended, Frank Piazza bought the property and they converted it into a dry cleaners. There was a shoe repair man too. He used to sit on the cobblers' bench right in the window. You could watch him working on the shoes. Franks cleaners had a delivery service, they would come to your house, pick up the clothes and deliver them when they were done.**



### **Frank's Cleaners - Now Luigi's Pastry**

**An addition extended the building to the right in the early 60's. In there went Eddie and Gene's market and Carl's Pharmacy. Eddie had been the butcher from Mr. Smith's store. When Mr. Smith sold the store, he left and started the market with his brother Gene. Eddie and Gene's was a small grocery store, but their primary business was meat. They delivered orders in a Ford panel truck with a picture of a pig on the side. They were in business for a long time. After Eddie and Gene's, Jordano's meat market was there for a while, and then The Butcher Block.**

**Carl's Pharmacy was run by Carl Pember. He lived right next door. It was a little bit of a store, but he had everything in there. There was a little soda fountain on the right, the pharmacy was in the back, and there was a wooden phone booth to the left of the pharmacy. Besides the usual health and beauty stuff, he had cards, magazines, comic books, perfume, gifts, candy, you could even buy a kite. Carl's would deliver your prescriptions. *(note from Cindy -Carl's got most of my allowance money. He was always so patient with us kids while we debated how to spend our 10 cents or so at the candy display.)* When Mr. Pember retired, The Original Bike Shop took over the space.**

**When Luigi's Pastry of Bridgeport was looking to expand, they bought out the property and opened the Pastry shop where the dry**

cleaner was and Franco Gianni's Pizza where the market and pharmacy had been.

Across the street, there was another grocery store, Davey Brothers, which was before my time. It was called First National when I was little and Mr. Fred Lathrop ran the store. They lived just a couple houses to the left of the store. First National was long and narrow. When you walked in, there was a long counter and everything was behind the counter. It wasn't like today where you picked stuff out yourself. You'd give your order to Mr. Lathrop and he'd get all the items. He had a grabber like a pincher on a stick to get items that were up high. He dressed like George Smith, with a white apron and the straw hat. He wore spectacles and would look over the top of them when he talked to you. First National also had its own line of baked goods, coffee cakes, donut, bread, stuff like that. The deliveries used to come through first things in the morning and they would leave them right there in front of the store and no one would steal them. There would be the baked goods and the milk and the cream and dairy products. There were no adding machines in those days, Mr. Lathrop would take the pencil out from behind his ear and tally up your purchases on your paper grocery bag and that was your receipt. If you had a few bags, they'd put it in a box for you, but they didn't deliver. Mr. Lathrop was a nice guy and ran the store for years. He and George Smith were the best of friends even though they were competitors.

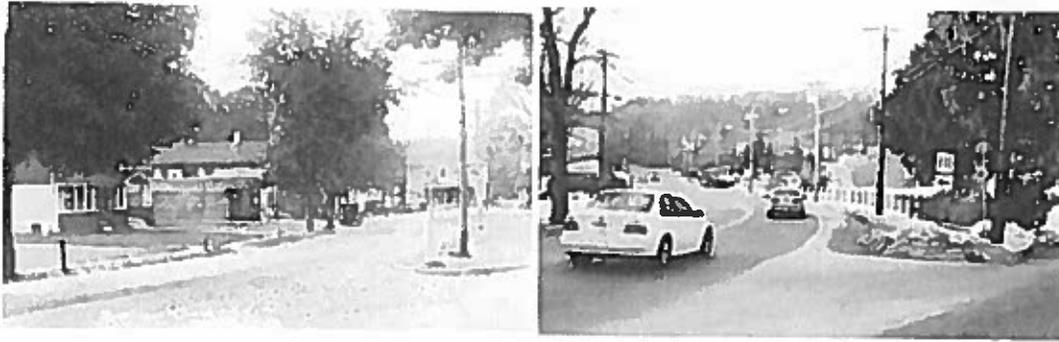
To the right of First National was Mr. Emil Lackman's feed store. He would get the grain in bulk and had a thing where they used to blend it. There was a conveyer on the second floor with a big hopper that would mix the proportions of the grain and then they'd come down the chute and he'd have bags at the bottom. They'd fill the bags and tag them according to what kind of feed. The chicken feed bags were printed in pretty calico fabrics and the farmer's wives used to save them and use the fabric. He had a truck and used to deliver the feed. He lived with his wife above the store. Mr. Lackman was honest, but he was cheap. He wouldn't give his wife any money to spend so she raised chickens in the back and sold the eggs to get some money for herself. Even though he owned the feed store, he charged her for the chicken feed. So she charged him if he wanted eggs for breakfast! After Mrs. Lackman died, he remarried. The new wife wasn't about to live over the feed store, ride around in a pickup truck or raise chickens for spending money. They bought a regular car and moved over to Pinewood Lake. A few years after they married, I was reading the Bridgeport Post one day and there was this article "

**Woman divorces miser". Lo and behold it's about Mr. Lackman. She said in court that he would go to Bridgeport and buy the stale bread that was sold as animal feed. There were meat markets near the railroad station down there that sold what was called "utility grade" meat. He would go to there on Saturday just before they closed and buy the meat that couldn't make it till Monday. When they'd be out in the car, he would come to an intersection, look both ways. If no one was coming he wouldn't stop because it would use more gas and wear out the brakes. She got quite a good divorce settlement. He didn't remarry and had never had children. When he died his only heirs were his niece and nephew who were living in San Francisco. You can remember what San Francisco was like in the 1960's. It was rumored that all the money he'd hoarded was gone very fast as a "high" old time was had by the niece, nephew and their friends.**



**Davey Brothers Grocery Store (left)  
Lackman's Feed Store (right)**

**After Mr. Lathrop retired, IGA food stores went in there. The store was similar to First national, but it didn't do that well. Subsequently, there was a shoe store there and a driving school. Al Cimmino also had owned Al's Barbershop there on the left. Jerry Harrigan opened the Long Hill Hardware store where the feed store had been. There was no other hardware store around so he did a pretty good business. When he retired, someone else took it over. Lots of stores were there, but didn't last. Long Hill Carpet was there. After those buildings were razed, the Lafayette Bank went in. Eventually the David Mase Building replaced the bank and the Trumbull Times and Allstate and a travel agency were in there. Today the building is called "Trumbull on the Green" and houses a variety of businesses.**



## **The Long Hill Village - Then and Now**

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Trumbull Historical Society - PO Box 312 - Trumbull, CT 06611  
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**EXHIBIT F**





# Tighe & Bond

Consulting Engineers  
Environmental Specialists

Prep'd Date 19/31/2013 By JHC  
 Ch'kd Date \_\_\_\_\_ By \_\_\_\_\_  
 Town of Trumbull, CT  
 Funds \_\_\_\_\_  
 Town No. \_\_\_\_\_  
 Project No. \_\_\_\_\_  
 Sheet No. 1 of 1

Opinion of Probable Cost  
for the Construction of

Project Description Strobel Road  
Trumbull, CT Bid Documents Cost Estimate  
**BASE CONTRACT**  
 FROM STA 0+00 TO STA 77+50  
 A LENGTH 7,750 FEET AS SHOWN ON THE PLANS

Item	Est. Quant.	Unit	Unit Price	Total
Pavement; Reclaim	28,100	SY	\$ 10.00	\$ 281,000
Pavement; Milling [0-4", \$4]	0	SY	\$ 4.00	
Pavement; HMA [\$90-\$110] 5.5"	8,890	Ton	\$ 105.00	\$ 933,450
Pavement; HMA [\$90-\$110] 9"	0	Ton	\$ 95.00	
Bituminous Concrete Sidewalk (5' width; x' length)	0	SY	\$ 50.00	
Drainage; Total Pavement Area "All New" (Suburban \$2.00 - CBD \$3.00)	0	SF	\$ 3.00	
Drainage; Total Pavement Area "Upgrade" [\$0.75]	0	SF	\$ 0.75	
Subbase [<500CY/\$50; 500-2000CY/\$35; >2000CY/\$30] 12" for 10% of area for patching	0	CY	\$ 50.00	
Pavement; Full Depth Patching	0	SY	\$ 30.00	
Drainage; Pipe (12")	856	LF	\$ 55.00	\$ 38,080
Drainage; Pipe (15")	892	LF	\$ 60.00	\$ 53,520
Drainage; Pipe (18")	90	LF	\$ 75.00	\$ 8,750
Drainage; Catch Basins [\$1400]	15	EA.	\$ 1,400.00	\$ 21,000
Drainage; Double Catch Basins [\$1600-\$2000]	0	EA.	\$ 4,000.00	
Drainage; New Catch Basin Top [\$800]	5	EA.	\$ 800.00	\$ 4,000
Drainage; Reset Catch Basins [\$500-\$600] Including MH's	43	EA.	\$ 550.00	\$ 23,650
Drainage; 48" Storm Manhole	5	EA.	\$ 4,500.00	\$ 22,500
Drainage; Masonry Endwall Replacement	1	LS	\$ 300,000.00	\$ 300,000
Curbing; BCLC [\$2.50-\$6.00]	16,800	LF	\$ 5.00	\$ 84,000
Curbing; Add 1 foot strip of pavement x length	0	SF	\$ 4.55	
Curbing; Slip Form Concrete [\$12]	0	LF	\$ 12.00	
Curbing; Granite [\$35 Est % of total quantity for replacement]	0	LF	\$ 35.00	
Earth Exc. [<500CY/\$48; 500-2500CY/\$33; 2500-6000CY/\$25; >5000CY/\$20] 1' depth	3,900	CY	\$ 25.00	\$ 97,500
Rock Exc. [<654CY/\$57; 654-6540CY/\$34; >6540CY/\$23]	200	CY	\$ 57.30	\$ 11,460
Borrow [<654/\$19; 654-6540/\$12; >6540/\$6.50]	0	CY	\$ 19.00	
Guide Railing; R-I or J Cable [\$7-\$11]	0	LF	\$ 26.00	
Guide Railing; R-B (350) [\$12-\$16]	0	LF	\$ 15.00	
Guide Railing; Systems 2-6A [\$55-\$70]	0	LF	\$ 65.00	
Guide Railing; Anchors [\$500-\$650]	0	EA.	\$ 500.00	
Impact Attenuator (Type B - Median/Gore)	0	EA.	\$ 25,000.00	
Precast Concrete Barrier Curb (15" x 32")	0	LF	\$ 42.00	
Precast Concrete Barrier Curb (24" x 32")	0	LF	\$ 49.00	
Concrete Driveway Ramp (380' total length)	1,000	SF	\$ 14.00	\$ 14,000
Concrete Sidewalk (50' total length, 6 ramps x 6' width)	300	SF	\$ 14.00	\$ 4,200
Bituminous Driveway [\$25-\$35]	1,600	SY	\$ 35.00	\$ 56,000
Turf Establishment	3,200	SY	\$ 5.00	\$ 16,000
Interconnection, fiber optic cable and 3" R.M.C.	0	LF	\$ 30.00	
Sedimentation Control [\$2-\$5]	0	LF	\$ 4.00	
System Integration L.S.	0	LS		
Emergency vehicle preemption	0	EA.	\$ 5,000.00	
Traffic Signals; New State Signal [\$100,000-\$120,000/intersection]	1	EA.	\$ 250,000.00	\$ 250,000
Traffic Signals; Major Modification [\$80,000/intersection]	0	EA.	\$ 80,000.00	
Traffic Signals; Minor Modification [\$30,000/intersection]	0	EA.	\$ 30,000.00	
Retaining Wall; Double Wall & Reinforcing Earth [\$51.11-\$56]	0	SF	\$ 56.00	
Retaining Wall; Cast-in-Place Concrete [\$60.40-\$70]	0	SF	\$ 70.00	
Loop Detector Saw Cut	0	LF	\$ 15.00	
Utility Relocation	0	Each	\$ 500,000.00	
			<b>SUBTOTAL</b>	<b>\$ 2,215,110</b>
Traffic Items (4%)		4%		\$ 88,604
Minor Items (0-25%) (Preservation 10%) (Rehabilitation 15%) (Full Depth Reconstruction 25%)		10%		\$ 221,511
			<b>Contract Items</b>	<b>\$ 2,525,225</b>
Clearing and Grubbing Roadway		0%		
Maint & Protection of Traffic		4%		\$ 101,009
Traffic person (state or town officer = \$75/hr)	2078	HR	\$ 75.00	\$ 155,850
Mobilization (7.5%)		7.5%		\$ 189,392
Construction Staking (1%)		1%		\$ 25,252
Inflation Factor (3% per year)		0%		
			<b>CONSTRUCTION TOTALS</b>	<b>\$ 2,996,729</b>
CONTINGENCIES [<\$5,000,000/10%] [>\$5,000,000/5%]		10%		\$ 299,673
INCIDENTALS [<\$1 million/30%] [\$1-5 million/25%] [\$5-10 million/23%] (overlays 15%)		15%		\$ 449,509
UTILITIES (Overhead, Fire Hydrant)				
PRELIMINARY ENGINEERING AND ENVIRONMENTAL		0%		\$ 150,000
Estimated By:			<b>Sub-TOTAL ESTIMATED COST</b>	<b>\$ 3,895,911</b>
Checked By:			<b>TOWN CASH</b>	
Date of Estimate:			<b>TOTAL ESTIMATED COST</b>	<b>\$ 3,895,911</b>

\$ 3,745,911

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & HIGHWAY OPERATIONS  
PROJECT DEVELOPMENT UNIT  
PRELIMINARY COST ESTIMATE  
TOWN OF Trumbull  
STATE OF CONNECTICUT  
MAJOR RECONSTRUCTION OF MOOSE HILL ROAD  
FROM McGUIRE ROAD TO THE SHELTON TOWN LINE  
INCLUDING CULVERT REPLACEMENT AT WITKOWSKI BROOK

Town of: TRUMBULL

Project #: 144-Tmp1  
Width: 32'  
Depth: FULL  
Type:  
From Sta:  
To Sta:  
A length of 4000'

Feet as shown on the plans

Item	Est. Quanti.	Unit	Unit Price	Total
Pavement: 3" OF .375HMA on 4" of 1.0" HMA	6,083	TON	\$100.00	\$608,300
Pavement: Milling 0"-4"/\$7.50		SY	\$7.50	
Pavement: full depth		SF		
Pavement: Sideroads		SF		
Pavement: Reclamation (\$.80 per 10")		SF		
Drainage: Total Pavement Area "All New" ( Suburban \$4.00 - CBD \$5.00)	136,000	SF	\$4.00	\$544,000
Drainage: UNDERDRAINS [\$2.00]	26,000	SF	\$2.00	\$52,000
Drainage: Pipe (12" - 15" - 24" - 48") [\$55/\$65/\$80/\$210]		LF		
Drainage: Catch Basins [\$2500]		EA.		
Drainage: Double Catch Basins [\$3500]		EA.		
Drainage: Reset Catch Basins [\$750.00]		EA.		
Drainage: Culvert Ends [\$800-\$1000]		EA.		
Curbing: BCLC [\$4-\$10]	8,000	LF	\$8.00	\$64,000
Curbing: Add 1 foot strip of pavement X length		SF		
Curbing: Concrete [\$30-\$40]		LF	\$35.00	
Curbing: Granite [\$45]		LF		
Earth Exv. [<500CY/\$48; 500-2500CY/\$33; 2500-5000CY/\$25; >5000CY/\$20]	7,300	CY	\$20.00	\$146,000
Rock Exv. [<500CY/\$138; 500-2500CY/\$108; 2500-5000/\$82 >5000/\$58]	810	CY	\$108.00	\$87,500
Processed Aggregate Base	5,000	CY	\$30.00	\$150,000
Guide Railing: R-1 or 3 Cable [\$20]		LF		
Guide Railing: R-B (350) [\$30.00]	800	LF	\$30.00	\$24,000
Guide Railing: Systems 2-8A [\$100]		LF		
Guide Railing: Anchors [\$1200]	4	EA.	\$1,200.00	\$4,800
Precast Concrete Barrier Curb (15" x 32")		LF		
Precast Concrete Barrier Curb (24" x 32")		LF		
Concrete Sidewalk [\$14.00]		SF	\$9.00	
Bituminous Driveway [\$40/res; \$50/commercial]	500	SY	\$40.00	\$20,000
Turf Establishment [\$3.00]	3,600	SY	\$3.00	\$10,800
Furnishing & Placing Topsoil [\$8.00]	3,600	SY	\$8.00	\$28,800
Sod [\$12.50]		SY		
Sedimentation Control [\$4]	4,000	LF	4	\$16,000
Traffic Signals: New [\$180,000]		EA.	\$180,000	
Traffic Signals: Major Modification [\$60,000]		EA.		
Traffic Signals: Minor Modification [\$30,000]		EA.		
Handling Water	1	LS	\$100,000	\$100,000
Bridge: New including wing walls, parapets, and associated structural exc.	1	SF		\$500,000
Bridge: Deck Replacement [\$100.00-\$150.00]		SF		
Bridge: Superstructure [\$150.00-\$200.00]		SF		
Retaining Wall: Double Wall & Reinforcing Earth [\$50.00-\$80.00]		SF		
Retaining Wall: Cast-in-Place Concrete [\$60.00-\$70.00]		SF		
Noise Barrier Wall-Timber [\$25.00]		SF		
<b>Contract Items</b>			<b>SUBTOTAL</b>	<b>\$2,356,200</b>
Clearing and Grubbing Roadway (2%)		2%		\$47,100
M & P of Traffic (4%)		4%		\$94,000
Traffic person state or town officer 8hrs day x 140 days x 2 x \$75.00 per hr				\$168,000
Mobilization (7.5%)		7.5%		\$176,700
Construction Staking (1%)		1%		\$24,000
Minor Items (0-25%)		25%		\$589,000
Inflation Factor (4% per year)		4%		\$94,200
			<b>CONSTRUCTION TOTALS</b>	<b>\$3,530,000</b>
CONTINGENCIES [< \$50,000,000/10%] [> \$50,000,000/7%]		10%		\$353,000
INCIDENTALS [< \$1 million/25%] [\$1-5 million/21%] [\$5-10 million/15%]		10%		\$353,000
UTILITIES				\$100,000
PRELIMINARY ENGINEERING AND ENVIRONMENTAL				
RIGHTS OF WAY				\$150,000
RAILROAD FORCE ACCOUNT				
Estimated By: Paul O'Keefe				<b>TOTAL ESTIMATED COST \$4,386,000</b>
Checked By:				<b>TOWN CASH</b>
Date of Estimate: 7/25/2013				

**EXHIBIT G**











<http://www.trumbullps.org>

Gary A. Cialfi, Ed.D.  
SUPERINTENDENT

6254 Main St., Trumbull, CT 06611  
Tel: 203-452-4301 Fax: 203-452-4305  
email: [cialfig@trumbullps.org](mailto:cialfig@trumbullps.org)

November 17, 2014

Carl A. Massaro  
Town Council Chairman  
Trumbull Town Hall  
Trumbull, CT 06611

Dear Mr. Massaro:

At its November 12, 2014 meeting, the Board of Education accepted the recommendation of its negotiating team and unanimously approved a new 3-year agreement with the Trumbull Administrators' Association (administrators' bargaining unit). Attached is the agenda report for that meeting which provides an overview of the major changes.

Per State Statute, by a copy of this letter I am filing a copy of the agreement with the Town Clerk. As such, pursuant to Section 10-153 of the Connecticut General Statutes, the terms of this agreement shall be binding unless the Town Council **rejects** said contract within 30 days of its filing. May we please have this item placed on the December 1, 2014 Town Council agenda?

Attorney Floyd Dugas and members of the Board's negotiating committee will be present to discuss this agreement and answer any questions.

Sincerely,

A handwritten signature in black ink that reads "Gary A. Cialfi". The signature is written in a cursive, flowing style.

Gary A. Cialfi, Ed.D.  
Superintendent

Attachment

CC: Trumbull Town Clerk  
Commissioner of Education

TRUMBULL PUBLIC SCHOOLS  
TRUMBULL, CONNECTICUT

Report to the Board of Education  
Regular Meeting – November 12, 2014

Attorney Floyd Dugas

Agenda Item – IV-A

Approval-Trumbull Administrators' Association  
(TAA) Agreement

An agreement has been reached with the Trumbull Administrators' Association (TAA) for a successor contract for the period 2015-2018. The following is a summary of the highlights of the settlement.

1. Duration  
3 years
2. Wages

2015-2016	2.2%
2016-2017	2.3%
2017-2018	2.35%
3. Insurance
  - a. Plan Design – move to teachers' plan (\$30 PCP/\$40 Specialist etc.) effective July 1, 2015
  - b. Cost Sharing

2015-2016	19.5%
2016-2017	20.5%
2017-2018	21.5%
  - c. Waiver Payment  
Phase out same as teachers

7/1/2015	– 50%
7/1/2016	– 25%
7/1/2017	– 0%
  - d. Increase life insurance to two times the salary.

4. Retirement  
Retirement supplement modified to pay up to \$20,000 for unused sick days. Applies to employees hired after July 1, 2008.
5. Other  
Vacations must be taken when school is not in session unless approved by the Superintendent.

Recommendation:

Approve the agreement between the Trumbull Board of Education and the Trumbull Administrators' Association effective July 1, 2015 to June 30, 2018 as modified in the above summary.

**AGREEMENT**

**BETWEEN**

**TRUMBULL BOARD OF EDUCATION**

**AND**

**TRUMBULL ADMINISTRATORS'  
ASSOCIATION**

**2015-2018**

**AGREEMENT**

**BETWEEN**

**TRUMBULL BOARD OF EDUCATION**

**AND**

**TRUMBULL ADMINISTRATORS’  
ASSOCIATION**

**PREAMBLE**

THIS AGREEMENT is made and entered into as of this 13 day of November 2014, by and between the TRUMBULL BOARD OF EDUCATION (hereinafter referred to as the “Board”) and the TRUMBULL ADMINISTRATORS’ ASSOCIATION (hereinafter referred to as the “Association” or the “TAA”).

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## ARTICLE I

### PURPOSE

SECTION 1 The Agreement is negotiated under Section 10-153c, d, e, f and g of the Connecticut General Statutes, as amended, in order:

- a) To fix for its term the salaries and other conditions of employment provided herein, and
- b) To encourage and promote effective and harmonious working relationships between the Board and the Association and the professional staff in order that the cause of public education may be best served Trumbull.

SECTION 2 The Board and the Association accept the provisions of this Agreement as commitments which they will support cooperatively.

SECTION 3 Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board acting by itself or through the Superintendent of Schools or his/her designee.

SECTION 4 The Board agrees that it will not unilaterally change the Board's Policies relating to administrators without prior discussion with the appropriate committee of the Association and without due consideration of its views. Nothing herein shall be construed as a waiver of the Board's or Association's rights or obligations as set forth in §10-153f(e) of the Connecticut General Statutes.

## ARTICLE II

### RECOGNITION

SECTION 1 In accordance with applicable provisions of the Connecticut General Statutes, the Board recognizes the Association as the exclusive bargaining representative of all certified professional employees of the board who are not excluded by statute from the purview of bargaining, who are employed by the Board in positions requiring an administrative or supervisory certification, or the

equivalent thereof, and whose administrative or supervisory duties, for the purposes of determining membership in this unit, equal at least fifty percent (50%) of the assigned time of such employee.

SECTION 2 The term "administrator" or "administrators" as used hereafter in this Agreement shall be defined as referring only to those certified professional employees of the Board who are included in the unit represented by the Association as described in Section 1.

### **ARTICLE III** **NEGOTIATIONS**

#### **SECTION 1 Negotiation of a Successor Agreement**

Negotiations for a successor agreement shall be in accordance with Section 10-153d(b) of the General Statutes of Connecticut (as amended) and shall use this Agreement as a point from which to proceed.

#### **SECTION 2 Negotiations of Matters Not Covered by Terms of the Agreement**

This Agreement shall remain in effect during its term and shall not be modified, except as the result of negotiations over proposed modifications, which negotiations are consented to by both the Board and the Association. Additionally, any modification of this Agreement must be reduced to writing in the form of a contract addendum and signed by the authorized representatives of the parties. Either party shall acknowledge receipt of a request to open negotiations in writing within five (5) working days thereafter. The Board and the Association shall arrange for a mutually satisfactory time and place to discuss such proposal within fifteen (15) days after the receipt of the proposal unless an extension of time is mutually agreed upon.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

#### **SECTION 1 Definition of Grievance**

a) A grievance is hereby defined as any written complaint by an administrator, a group of administrators or the Association alleging that a provision

of this Agreement has been misapplied or violated or that an administrator or group of administrators has been treated unfairly or inequitably thereunder.

b) A "grievant" is an administrator or group of administrators, as herein defined, or the Association who files a grievance.

c) "Day(s)" shall be defined as calendar days, excluding Saturdays, Sundays and holidays recognized by Board.

## SECTION 2 Purpose

To secure at the lowest possible level, solutions to problems which may arise. The proceedings shall be confidential and as informal as possible.

## SECTION 3 Procedure

Step 1 A grievance filed by an administrator shall be considered in the first instance by conference between the administrator (grievant) and his immediate supervisor. During this conference, the grievant shall have the right to be accompanied by a representative of the Association.

Step 2 If the grievance is not settled within ten (10) days after Step 1 conference, the grievant may request a conference with the Superintendent. Such request for conference shall be made in writing and shall state the nature of the grievance, including the Article and Section of this Agreement alleged to have been violated, if applicable. The request must be delivered to the Superintendent within ten (10) days after the Step 1 conference, and the Superintendent or his designee shall meet with the grievant within ten (10) days following receipt of the request. At this Step 2 conference, the grievant shall have the right to be accompanied by a representative of the Association and to present oral and written statements or arguments or the grievant shall have the right to be accompanied by legal counsel in the case of purported violations of criminal statutes or claims involving moral turpitude. The Superintendent or his designee shall answer the grievance in writing within fifteen (15) days following receipt of the request.

Step 3 If the grievance is not settled in Step 2, the grievant may request a hearing before the Board of Education, but such request must be received by the Superintendent within five (5) days after receipt of the Superintendent's answer. Such request must be made in writing and must state the grievance in the same manner as the Step 2 request. The Board of Education, or a delegation of Board members, shall meet with the grievant within fifteen (15) days following receipt of this Step 3 request. At said meeting, the grievant shall have the right to be represented by legal counsel of his choice, as well as by a representative of the Association as set forth in Section 5(a), and to present oral

and written statements or arguments and to call witnesses. The Superintendent shall also have the right to be represented by legal counsel and to present oral and written statements or arguments and to call witnesses. The Board of Education shall answer the grievance within ten (10) days after the conclusion of the Step 3 meeting.

Step 4 If the grievant is not satisfied with the Board's answer and if the Association feels that the grievance is meritorious, it may request that the grievance be submitted to the American Arbitration Association or other mutually agreed upon impartial arbitrator for arbitration, but if it elects to do so it must comply fully with the terms and conditions set forth below:

1. It shall have no more than five (5) days following the expiration of the period for the Step 3 Board response within which to submit the Grievance to arbitration.
2. The submission must be in writing and mailed, by certified mail, return receipt requested, to the American Arbitration Association in Hartford within the five (5) day submission period set forth herein. A copy of the submission must be provided simultaneously to the Superintendent.
3. The Arbitrator shall be selected in accordance with the Voluntary Labor Association Rules of the American Arbitration Association, which shall also govern the conduct of the hearing.
4. The grievance, to be arbitrable, must be the same grievance submitted to the Superintendent at Step 2 and must arise out of and involve the interpretation or application of a specific provision expressed in this agreement, and it will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in this agreement.
5. The arbitrator's authority will be limited to determining whether, by the allegations contained in the grievance, either the Board or an administrator acting within the scope of his or her authority, or both, violated a specific provision expressed in this agreement. The arbitrator will not have the authority or power to add to, delete from, expand or modify in any way any provision expressed in this agreement.
6. The arbitrator's fee shall be borne equally by both parties.
7. The arbitrator's award shall be final and binding, provided nothing herein shall prevent the Board or the Association from attempting to modify, vacate, or enforce the award in court.
8. The arbitration hearing shall be held in private.

## SECTION 4

a) Grievances involving an individual administrator must be filed within ten (10) days after the event giving rise to the grievance, and must be processed by the administrator filing the grievance. Grievances involving more than one (1) administrator or the Association as an entity shall only be filed and processed by the Association.

b) Grievances filed by the Association shall be filed directly with the Superintendent at Step 2 and shall be submitted to him in writing, setting forth the Article and Section of this Agreement allegedly violated, if applicable, within ten (10) days after the event giving rise to the grievance. Thereafter, the grievance shall be processed in accordance with the remaining provisions of Steps 2-4 in Section 3 of the article.

## SECTION 5

a) The grievant may be represented before the Board and in arbitration proceedings either by the Association or by legal counsel or both. However, if the grievant is represented by legal counsel only, the Association shall have the right to be present and to state its views relative to the grievance.

b) All documents, communications and records germane to the processing of a grievance shall be filed separately from the permanent files of the grievant, unless, of course, they are already a part of an administrator's personnel file.

## **ARTICLE V**

### SALARIES

a) Salary rates payable to administrators for 2015-16 are set forth in Appendix A, attached hereto. Administrators not already at the top step shall advance a step.

b) Salary rates payable to administrators for 2016-17 are set forth in Appendix B, attached hereto. Administrators not already at the top step shall advance a step.

c) Salary rates payable to administrators for 2017-18 are set forth in Appendix C, attached hereto. Administrators not already at the top step shall advance a step.

## ARTICLE VI

### PAYROLL DEDUCTIONS

SECTION 1 The Board agrees to deduct from the salary of each administrator, who voluntarily submits to the Board written authorization to do so, monies for one or any number of the following:

a) Dues or service fee for Trumbull Education Association, Connecticut Education Association, National Education Association, Trumbull Administrators' Association, Connecticut Association of Schools, New England League of Middle Schools, and National Association of Secondary School Principals

b) Franklin Life Insurance

c) Washington National Insurance

d) Tax Sheltered Annuity Plan

e) United Fund

f) Waterbury Teachers' Credit Union and/or Trumbull Municipal Employees Credit Union

g) U.S. Savings Bonds

SECTION 2 All administrators employed by the Board shall, as a condition of continued employment, join the TAA or pay directly to the Association a service fee equal in amount to the membership dues of the TAA.

a) Membership Dues

All administrators who elect to join the Association shall pay in cash or sign and deliver to the Board and the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the TAA. The Board agrees to deduct such dues from the salaries of each of its administrators who have submitted to the Board written authorization. Said authorization shall continue in effect from year to year unless such administrator shall notify the Association in writing in the month of August of any year. If said notice is timely delivered, it shall mean that in the following school year said administrators shall pay the service fee described above directly to the TAA.

b) Service Fee

For those administrators who have not joined the Association and delivered said authorization card by October first of the first year of this Agreement, the Board agrees to deduct the annual service fee, equal in amount to

the TAA dues from their salaries through payroll. The amount of said service fee shall be certified by the Association to the Board and said amount shall be presented to the Personnel Office by August 1 of each school year.

c) Indemnification

The Association agrees to defend, indemnify and hold harmless the Board against any and all expenses, liability suits or claims which arise under this Article and/or from the Board's action in compliance with the provisions of this Article including, but not limited to, any or all expenses involved in the termination of an administrator pursuant to this Article.

SECTION 3 Each administrator shall have the right to revise his/her authorization as circumstances dictate.

## ARTICLE VII

### WELFARE PROVISIONS

#### SECTION 1 Group Insurance

a.1) The Board shall provide health insurance in accordance with Schedule A attached hereto.

a.2) Effective July 1, 2015, administrators shall make a 19.5% employee co-pay contribution based on the annual insurance premium. Effective July 1, 2016, a 20.5% co-pay contribution based on the annual insurance premium. Effective July 1, 2017, a 21.5% co-pay contribution based on the annual insurance premium.

a.3) The co-pay dental plan administered by Delta Dental or its equivalent in accordance with Schedule B attached hereto will be in effect July 1, 2012.

a.4) The Board shall provide life insurance in the amount equal to two times the administrator's salary rounded to the nearest \$1,000 (individual membership only).

b) The Board agrees to provide the long term disability policy (individual membership only) as currently provided (2011-12) for the life of this Agreement. (*See* Schedule C attached hereto)

c) The Board may substitute for said insurances any plan by that or any other carrier which offers benefits equal to or better than those offered by said insurance carrier.

d) The Board shall bear the entire premium cost required to provide the administrator with whatever group insurance benefits he/she elects, except as may be set forth in this Agreement.

e) Participation in the group insurance plans shall be voluntary. Administrators who do not signify their desire to participate in said plan on forms provided by the Board shall not be eligible for benefits under said plan.

e.1) As long as the employee medical plan is fully pooled and/or community rated, an administrator can waive his/her medical insurance coverage if he/she submits a written statement to that effect prior to July 1, of any given year; if waived, an administrator will be given \$5,000 in lieu of family medical coverage; \$3,500 in lieu of two person medical coverage; \$2,400 in lieu of single coverage. Payment to those employees waiving one's health insurance coverage shall be made in two equal installments, October and February.

Notwithstanding the foregoing, effective for the 2015-16 contract year the above amounts shall be reduced in half, i.e. \$2,500, \$1,750 and \$1,200; and reduced in half again for the 2016-17 contract year, i.e. \$1,250, \$875 and \$600; and the waiver payment shall be eliminated altogether for the 2017-18 contract year.

e.2) If an administrator decides to participate in this program, he/she cannot change his/her coverage during that particular school year and re-enter the Board adopted insurance program. (The only exceptions to this rule are: if an individual's spouse were to pass away leaving the employee without coverage; if a divorce/separation were to occur; or if a spouse were to lose a job.)

f) Eligibility for and the amount of benefits to be paid pursuant to any of the policies purchased in accordance with the provisions of this Section 1 shall be determined by the terms of the particular policies. Disputes concerning eligibility for or the amount of benefits payable pursuant to said policies shall not be subject to the Grievance and Arbitration Procedure contained in this Agreement.

g) The Board shall notify an administrator of any change in said administrator's insurance coverage or status when the Board receives such notice from the insurance carrier. Administrators shall notify the Board promptly of any change in their personal status which has an effect upon their status or coverage under the insurance plans provided by the Board in accordance with paragraph a) hereof.

## SECTION 2 Internal Revenue Code Section 125

The Board shall adopt an Internal Revenue Code Section 125 pre-tax medical expense account for the limited purpose of allowing employees to pay for any incurred medical expense. Such election shall be optional for the employee.

### SECTION 3 Sick Leave

a) Sick leave shall be granted at the rate of eighteen (18) days per year for twelve-month administrators, and at the rate of sixteen and one-half (16½) days for eleven month administrators. Sick leave may be accumulated as follows: 222 days for administrators earning 25 vacation days; and 205 days for eleven-month administrators.

b) Notwithstanding the provisions contained in Section 3a) of this Article VII, if any administrator should be injured by an attack or assault during the course of and arising out of said administrator's employment and such injury causes absence from his/her employment and renders him/her eligible for Workers' Compensation, the Board shall pay said administrator his/her full salary less Workers' Compensation during said absence and said period of absence shall not be charged against sick days set forth in paragraph a) above.

### SECTION 4 Illness or Death in the Family

For each death in the immediate family (mother, father, spouse, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, child, and grandchild) an administrator may be absent for a period of five (5) work days per year without salary deduction. In cases of death of an administrator's relative not in the administrator's immediate family or the serious illness of a member of the administrator's immediate family for whom the administrator does not have custodial responsibility, up to two (2) days' absence may be granted at the discretion of the Superintendent.

For serious illness of a member of the administrator's immediate family for whom the administrator has custodial responsibility, an administrator may be absent up to ten (10) normal work days without loss of regular pay, after which said absences shall be charged to accumulated sick leave. This does not apply to minor illness of a family member.

### SECTION 5 Personal Days

Personal leave days, including religious observances, shall be allowed up to a maximum of five (5) workdays per year (non-cumulative). Additional days may be allowed at the discretion of the Superintendent.

## SECTION 6 Disability Leaves

a) Compensable Illness or Injury Any administrator who is disabled as a result of a physical condition, illness or injury for which he/she is eligible to receive Workers' Compensation Benefits shall be eligible for the sick leave benefits set forth in Section 3 hereof on a pro rata basis for the period of such disability or until his/her accrued sick leave has been exhausted, whichever occurs sooner. The amount of sick leave to be charged against the administrator's accumulated sick leave and the amount of sick leave pay to be paid to the administrator on a per diem basis will be determined by the ratio of the difference between the regular per diem salary rate (calculated as of his/her last day of work prior to his/her absence) and the amount he/she receives in per diem compensation benefits to his/her total regular per diem salary rate, so that the per diem Workers' Compensation benefit and the pro-rated per diem sick leave benefit, when added together, give the administrator a total daily compensation equal to his/her regular per diem salary rate calculated as of his/her last day worked.

### b) Non-Compensable Illness or Injury

1. Application of Sick Leave Benefits Any administrator who is disabled as a result of a physical condition, illness or injury for which he/she is not eligible for compensation under Workers' Compensation laws of the State of Connecticut, shall be eligible for the sick leave benefits set forth in Section 3 hereof for the period of such disability or until his/her accumulated sick leave has been exhausted, whichever occurs sooner.

### 2. Verification of Disability

i) In any case of absence where an administrator applies for sick leave benefits because of a physical condition, illness or injury causing disability, the administrator shall supply the Board with his/her physician's statement attesting to the nature of the disability and the expected length of the period of disability. Such statements shall be in addition to the notice required pursuant to paragraph b) 3 below and shall be submitted to the Board as close as possible in time to the beginning of the period of disability and shall be based upon a physical examination of the administrator by his/her physician at a time not remote from the beginning of the period of disability.

ii) The Board shall have the right to verify the nature and length of the disability, including but not limited to, the appointment of a physician of its own choosing to investigate the matter. The administrator applying for such benefits shall cooperate with the Board in making such determination, including,

but not limited to, allowing the physician appointed by the Board and competent in the medical area, to consult with the administrator's own physician and to review whatever records, documents, charts, notes, data or other material relating to the condition, illness or injury giving rise to the disability, but under no circumstances shall the administrator be required to submit to a physical examination by a doctor other than one of his/her own choice.

3. Notification Any administrator who is disabled or who anticipates being disabled shall notify the board of his/her disability or anticipated disability and the expected duration of his/her absence from school resulting therefrom as soon as possible after he/she learns of the disability or that the disability is anticipated and shall keep the Board apprised of any changes in his/her status in accordance with the following:

i) If the disability is one that could not have been anticipated, the administrator, as soon as possible after the event giving rise to the disability occurs, shall notify the Superintendent as to the nature and expected duration of the disability.

ii) If the disability is one that can be anticipated (i.e., due to pregnancy or medical treatment, such as an operation which is scheduled in advance), the administrator shall notify the Superintendent of the nature of the disability and the anticipated duration of the disability as soon as possible after the administrator has learned of the event which will give rise to the disability. Thereafter, the administrator will keep the Superintendent apprised promptly as to changes in status or anticipated duration of the disability.

iii) In any case where an administrator is absent as a result of a disability, the administrator shall notify the Board as promptly as possible as to the date upon which his/her disability is expected to end and the date upon which he/she desires to return to work. Failure to notify the Superintendent of his/her intentions relating to his/her return to work in writing prior to the termination of his/her disability or failure to return to work within a reasonable period after the termination of his/her disability, shall relieve the Board of any obligation of returning the administrator to active employment. In such cases, the administrator's failure to act shall be deemed to be a resignation.

iv) Any notification referred to above shall be in writing.

#### 4. Return to Work After Period of Disability Has Ended

All administrators absent as a result of a disability shall return to work within a reasonable period after the end of their disability provided that:

i) If the administrator desires to extend his/her absence beyond the period of disability in order to have time to put his/her personal affairs in order,

the Board may grant the administrator's request to do so for a reasonable period of time, and the Board shall not unreasonably withhold a request by an administrator for such additional leave, provided further, however, that any additional leave beyond the period of disability shall be without pay and without the application of accumulated sick leave benefits.

ii) In all cases of absence due to disability, the administrator shall, prior to returning to work, submit to the Superintendent a written statement of the administrator's physician attesting to the fact that the disability has terminated and the administrator is fit to return to work. The Board shall have the right to verify such statement in the same manner as provided in subsection b, paragraph 2 (ii) above.

5. Nothing herein shall require the Board to pay "sick leave" benefits to any administrator beyond his/her period of disability, regardless of the length of his/her period of absence; nor shall these provisions be construed so as to permit a disabled administrator to return to work prior to satisfying the Board that his/her disability has been removed and he/she is physically able to resume his/her duties.

6. In the event the law with respect to any employer's obligation to apply disability insurance or sick leave benefits, or both, to employees who are absent for pregnancy-related reasons is changed during the life of this Agreement so as to remove or change the employer's obligation to extend such benefits to such employees, then the Board's obligation to apply sick leave benefits to such employees pursuant to paragraph (b) above shall terminate and the Board and the Association shall meet to discuss the manner in which the Board shall handle maternity cases thereafter.

#### SECTION 7 Leave Without Pay

The Board may in its discretion grant leave without pay to any administrator for a period not to exceed one (1) academic year so that he/she may avail himself/herself of opportunities for study, other professional growth or for personal reasons provided, however, that no increments or other benefits shall accrue during the leave period.

#### SECTION 8 Jury Duty

An administrator who is required to serve on a jury before a state or federal court shall be granted leave for this purpose, and such leave shall not be

deducted from sick leave or personal days. In lieu of his/her regular pay for the day, such administrator shall receive a rate of pay for each day of jury service equal to the difference between his/her then current applicable salary calculated on a per diem basis and the pay he/she receives from the court as jury pay. In order to qualify for this pay, the administrator shall notify the Superintendent immediately and in writing when he/she is notified that he/she is required to report for jury duty. The provision shall not be applicable where administrators volunteer for jury duty.

#### SECTION 9 Automobile Damage

The Board will reimburse each administrator up to a maximum of \$500 (or whatever lesser amount is provided as a deductible on the Administrator's personal automobile insurance policy) for damage to their automobile caused by vandalism while the automobile was parked on school property, or was in use for assigned school business away from the school, if the administrator can establish by clear and convincing evidence to the satisfaction of the Board that the act of vandalism was done in retribution for disciplinary action taken by the school.

#### SECTION 10 Tuition Reimbursement

The Board shall provide a total sum of \$5,000 per school year from which Administrators may be reimbursed for tuition costs up to fifteen (15) semester hours (3 credit) courses. Course approval and eligibility for reimbursement for these courses shall be determined by the Superintendent and/or his/her designee.

### **ARTICLE VIII**

#### CONDITIONS OF EMPLOYMENT

##### SECTION 1 Work Year

“Twelve Month Administrators” will work 222 days, the actual number of work days varying as a result of their vacation entitlement.

“Eleven Month Administrators” will work the following:

Dean of Students – 218 (teacher work year plus 32 days).

Elementary School Assistant Principals – 206 days (teacher work year plus 20 days)

## SECTION 2 Vacation

a) Twelve month administrators will receive twenty-five (25) days of vacation annually without loss of pay.

b) Vacations may not be accumulated from year to year, except as set forth in paragraph (c) below. No administrator may take a vacation until subsequent to the July 1st immediately following the effective date of his/her appointment to an administrative position. Thereafter, vacations must be taken during the fiscal year (July 1-June 30) at times acceptable to the Superintendent who shall make said determination in accordance with reasonable needs of the district. Except when approved in advance by the Superintendent, vacations shall be taken when school is not in session.

c) When an administrator at the request of the Superintendent is required to relinquish all or part of his/her vacation for reasons of promotion, absence of an assistant, move to another building or similar reasons, then that portion of the vacation so relinquished shall be allowed to accrue to the next fiscal year. All vacation time shall be taken only after the approval of the Superintendent of Schools. In the event that all vacation time allowed to be accrued to the following year cannot be used, a maximum of one (1) week of pay at the administrator's then current rate shall be granted in lieu thereof after the approval of the Superintendent.

## SECTION 3 Paid Holidays

Twelve-month administrators shall have fourteen (14) paid holidays which shall be consistent with the school calendar.

## SECTION 4 Travel Reimbursement

Administrators shall be reimbursed for all reasonable expenses incurred through attendance at in-town and out-of-town professional and work-related activities as set forth in the Board's administrative regulations. The administrators shall be reimbursed for the use of their automobiles at the rate set by the Internal Revenue Service for business mileage deductions. During each school year covered by this Agreement, the IRS rate established as of January 1 prior to July 1 of the ensuing school year shall be paid for the entire school year, and any adjustments by the IRS during that year shall not be implemented until the following July.

## SECTION 5 Administrative Placement

The placement of administrators within the school system is at the sole discretion of the Superintendent of Schools and the Board of Education. The setting of an administrator's salary and/or specific category placement shall be jointly discussed by the Superintendent and his/her designee and the President of the Association prior to the opening of any administrative position; however, the final decision as to salary and placement shall be with the Superintendent or his/her designee, except that any administrator placed in a new administrative position shall not make more than the highest person in that category.

## SECTION 6 Discipline

No administrator shall be reprimanded, disciplined, suspended, demoted or reduced in status without just cause.

## SECTION 7 Vacancies

All vacancies for new or vacant administrative positions contained on the administrative salary schedule shall be published in all schools for at least ten days and ordinarily thirty days in advance, except in emergency or acting appointments. Temporary or acting appointments of administrators to such positions shall not exceed ninety days except by mutual consent of the Board and the Association. Requirements, such as statement of qualifications and job description, shall be part of this posting. When, if qualifications and attainments of two or more applicants are considered equal as determined by the Superintendent, preference will be given to members of the administrative staff.

## **ARTICLE IX**

### NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any administrator in accordance with applicable state and federal laws.

## ARTICLE X

### RETIREMENT SUPPLEMENT

The Board shall provide to eligible administrators a retirement supplement plan in accordance with the following criteria:

#### 1. Eligibility

a) An administrator must be eligible for retirement, other than disability retirement, under the Connecticut Teachers' Retirement System according to Chapter 167a of the General Statutes of Connecticut as amended.

b) Except for administrators employed prior to July 1, 2008, an administrator must have a minimum of fifteen years of service in the Trumbull Public Schools and must be at least fifty-five (55) years of age.

c) An administrator must retire from public education in Connecticut exclusive of substitute teaching as limited by the Connecticut Teachers' Retirement System and re-employment pursuant to §10-183v of the Connecticut General Statutes.

#### 2. Notification of Intent

Notice of an administrator's intention to retire under this plan shall be filed on the prescribed Application for Administrator's Retirement Supplement Program form, normally at least two months prior to one's last day of employment.

#### 3. Retirement Payment

Any administrator who meets the eligibility requirement of ten (10) years of service and fifty (50) years of age and is employed on or before June 30, 2008 will receive a maximum payment of \$40,000 upon retirement as described below. Any administrator or administrator covered by the terms of this Agreement, employed on or after July 1, 2008, who meets the eligibility requirements described in paragraph 1 above, Eligibility, shall receive a payout of accumulated unused sick days, up to a maximum payment of \$20,000 upon retirement.

#### 4. Method of Payment

a) Four to ten annual payments at the option of the retiree as designated by him/her on the prescribed Application for Administrator's Retirement

Supplement Program and Agreement for Administrator's Retirement Supplement Program form.

b) First annual payment commences in July following retirement or the ensuing January of the school year after retirement, at the option of the retiree.

#### 5. Survivorship Payment

The remaining payments go to designated beneficiary in case of death. Such beneficiary shall be noted on the prescribed Survivorship Designation form at the time an individual files for retirement. Should the beneficiary desire to adjust method and/or receipt of payment to alternatives listed in the prescribed Application for Administrators' Retirement Program form, he/she shall be granted such option.

#### 6. Group Insurance

a) An administrator who retires early pursuant to this Article shall be eligible to continue participation in the district group medical hospitalization insurance plan until age 65 as permitted by the terms of the policy with the insurance carrier. It is the responsibility of the administrator to make arrangements with the school business office to pay to the school district the quarterly premium amounts due in advance and on such date as determined by the school district. There will be no contribution by the Board toward any administrators annual premium cost.

b) An administrator who retires pursuant to this Article shall be eligible to continue participating in the life insurance provided pursuant to Article VII, Section a.4) at his/her expense, subject to the insurance carrier's approval.

#### 7. Duration of Program

The duration of the program described herein shall be limited to the period from July 1, 2015 and including June 30, 2018.

### **ARTICLE XI**

#### ADMINISTRATOR REDUCTION IN FORCE

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum and the number of administrative employees. If, in the Board's judgment, it is necessary to reduce the administrative

staff in areas covered by this collective bargaining agreement, identification of the administrator(s) to be reduced shall be made in accordance with the procedures set forth below.

First, the Board shall determine the number of positions to be eliminated and identify the administrative category in which the eliminations will take place. Within any administrative category, performance and certification, as determined by the Superintendent of Schools, shall prevail in identifying administrators for reduction. In the event there is not a significant difference in the performance and certification between one administrator and another, then seniority shall prevail.

In order to promote an orderly reduction in administrative personnel, the following more specific procedures will be used to identify the administrators to be affected by the staff reduction:

1. Any administrator relieved of his/her duties because of a reduction in staff shall be offered a vacant administrative opening in his/her particular administrative category for which he/she is both qualified and certified as reasonably determined by the Superintendent of Schools.

2. If an administrator is relieved of his/her duties because of reduction in staff and there is no vacant administrative opening in his/her particular administrative category for which he/she is both qualified and certified, he/she will be offered the positions of an administrator who has the least seniority in the same category, provided the more senior administrator is determined by the Superintendent of Schools to have similar qualifications and certification to displace the least senior administrator in the same category. In the event there is no administrator with less seniority in said category, the relieved administrator may replace an administrator with less seniority in the next lower category (presuming there is no vacancy in such category; if there is a vacancy, the relieved administrator will be offered such position) according to the above procedure. This procedure will continue until either the relieved administrator is placed in some lower administrative category or teaching position. Notwithstanding the above provisions, no administrator who is first hired or employed by the Board subsequent to the inception date of this contract shall be eligible to displace any administrator in the lower category who was first hired or employed by the Board prior to the inception date of this contract.

- 3.a. Administrators who, as a result of reduction in force, will be placed on the administrator's recall list for a period of one (1) year, commencing

with the effective date of their layoff. It is agreed that qualifications and certification, as determined by the Superintendent of Schools, shall govern recall rights.

3.b. The Superintendent will notify the administrator of a vacancy by registered mail to the last address in central office records with a copy to the president of the Association. The administrator shall lose his/her recall rights if (1) the administrator voluntarily resigns, (2) if the administrator does not report within 15 days of receipt of notice, (3) the administrator does not return to an available full-time position within the period of twelve (12) months or (4) the administrator refused a position for which the Superintendent deems the administrator to be certified and qualified. An administrator not recalled prior to expiration of recall shall have no remaining rights under this contract.

In the event there is no significant difference in qualifications and certifications between one administrator and another, then seniority shall determine recall rights.

4. Classifications as mentioned in this article shall be defined according to the hierarchy as set forth in Appendix A.

5. It is agreed that all terminations shall be affected in accordance with the applicable provisions of the Connecticut Teacher Dismissal Law (#10-151).

6. As defined in this article, seniority shall mean unbroken employment with the Trumbull Board of Education as an administrator. The effective date of employment shall be determined by the appointment date contained in an administrator's letter of appointment or contract. An administrator's seniority shall continue to accrue while on the recall list.

7. The administrator while on the recall list shall not forfeit his/her sick leave; however, no compensation or other benefits shall be available to an administrator on the recall list.

8. Administrative Impact – All Central Office certified administrators employed by the Trumbull Board of Education, who are covered by the provisions of the Teacher Fair Dismissal (Tenure) Law and who are relieved of their duties as a result of a reduction in force, shall have rights to displace administrators covered by this Agreement in positions where said Central Office Administrators are qualified, certified, have experience in a specific category and hold seniority (as defined by the Appendices) in a manner provided by applicable law. No

administrator shall be discriminated against with respect to such displacement rights by virtue of his/her service outside the administrative bargaining unit. This provision is intended to be consistent with the decision in Connecticut Education Association vs. State Board of Labor Relations, 5 CONN. APP. 253 (1985).

## ARTICLE XII

### DURATION OF AGREEMENT

The term of this Agreement shall be July 1, 2015 to June 30, 2018. If no successor agreement is signed by July 1, 2018, this Agreement shall continue in effect until such successor agreement is signed.

## ARTICLE XIII

### CONTENTS OF THIS AGREEMENT

The Appendices attached hereto setting forth categories and wage rates shall constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

TRUMBULL BOARD OF EDUCATION

TRUMBULL ADMINISTRATORS  
ASSOCIATION

By Deborah Herbst

By Jacqueline J. Novell  
John M. August Campbell

November , 2014

November 13, 2014

APPENDIX A  
YEAR: 2015-2016

<u>CATEGORY</u>	<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
I	PRINCIPAL – TRUMBULL HIGH SCHOOL; DIRECTOR OF CURRICULUM, INSTRUCTION, AND ASSESSMENT	150,102	154,743	159,530	164,464	169,554
II	PRINCIPALS – MIDDLE AND ELEMENTARY, PPS DIRECTOR	139,064	143,365	147,800	152,372	157,082
III	AGRISCIENCE	133,547	137,678	141,935	146,323	150,852
IV	HOUSE PRINCIPAL AND COORDINATOR OF SPECIAL EDUCATION	131,814	135,448	139,195	143,060	147,041
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL AND COORDINATORS – PRESCHOOL; ATHLETICS (12 MONTHS)	130,131	133,712	137,406	141,214	145,140
VI	DEAN OF STUDENTS (218 DAY WORK YEAR)	126,778	130,927	134,739	138,911	143,165
VII	ELEMENTARY SCHOOL ASSISTANT PRINCIPAL (206 DAY WORK YEAR) AND CONTINUING EDUCATION	119,863	123,571	127,391	131,335	135,357

DOCTORATE STIPEND .....\$2,000

SEVENTH YEAR DEGREE .....\$1,000

APPENDIX B  
YEAR: 2016-2017

<u>CATEGORY</u>	<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
I	PRINCIPAL – TRUMBULL HIGH SCHOOL; DIRECTOR OF CURRICULUM, INSTRUCTION, AND ASSESSMENT	153,555	158,302	163,199	168,247	173,454
II	PRINCIPALS – MIDDLE AND ELEMENTARY, PPS DIRECTOR	142,262	146,663	151,199	155,877	160,695
III	AGRISCIENCE	136,618	140,844	145,200	149,688	154,322
IV	HOUSE PRINCIPAL AND COORDINATOR OF SPECIAL EDUCATION	134,846	138,563	142,397	146,350	150,423
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL AND COORDINATORS – PRESCHOOL; ATHLETICS (12 MONTHS)	133,124	136,788	140,566	144,462	148,479
VI	ATHLETICS; AND DEAN OF STUDENTS (218 DAY WORK YEAR)	129,694	133,939	137,838	142,106	146,458
VII	ELEMENTARY SCHOOL ASSISTANT PRINCIPAL (206 DAY WORK YEAR) AND CONTINUING EDUCATION	122,620	126,413	130,321	134,356	138,470

DOCTORATE STIPEND .....\$2,000

SEVENTH YEAR DEGREE.....\$1,000

APPENDIX C  
YEAR: 2017-2018

<u>CATEGORY</u>	<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
I	PRINCIPAL – TRUMBULL HIGH SCHOOL; DIRECTOR OF CURRICULUM, INSTRUCTION, AND ASSESSMENT	157,163	162,022	167,034	172,201	177,530
II	PRINCIPALS – MIDDLE AND ELEMENTARY, PPS DIRECTOR	145,605	150,109	154,752	159,540	164,472
III	AGRISCIENCE	139,829	144,154	148,612	153,206	157,948
IV	HOUSE PRINCIPAL AND COORDINATOR OF SPECIAL EDUCATION	138,015	141,819	145,743	149,789	153,958
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL AND COORDINATORS – PRESCHOOL; ATHLETICS (12 MONTHS)	136,253	140,002	143,869	147,857	151,968
VI	ATHLETICS; AND DEAN OF STUDENTS (218 DAY WORK YEAR)	132,742	137,086	141,078	145,446	149,899
VII	ELEMENTARY SCHOOL ASSISTANT PRINCIPAL (206 DAY WORK YEAR) AND CONTINUING EDUCATION	125,502	129,384	133,384	137,513	141,724

DOCTORATE STIPEND .....\$2,000

SEVENTH YEAR DEGREE.....\$1,000

**SCHEDULE A - INSURANCE SUMMARY**

**TRUMBULL PUBLIC SCHOOLS ADMINISTRATORS HEALTH PLAN SUMMARY  
PREFERRED PROVIDER ORGANIZATION (PPO) PLAN**

Preferred provider organization (PPO) plan.

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Office Visit (OV) Copayment	\$30 per visit	Deductible & Coinsurance
Specialist Visit Copayment	\$40 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$250 per admission * Effective 7/1/15 <b>\$300 per admission</b> * Effective 7/1/16 <b>\$350 per admission</b>	Deductible & Coinsurance
Urgent Care (UR) Copayment- processed as out of network ER	\$75	Not covered
Emergency Room (ER) Copayment – waived if admitted	\$150 copay	\$150
Outpatient Surgery (OS) Copayment	\$150 copay	Deductible & Coinsurance
Calendar Year Deductible (individual/2-member family/3+ member family)	Not Applicable	\$500/\$1,000/\$1,500
Coinsurance		30% after deductible up to
Coinsurance Maximum (individual/2-member family/3+ member family)		\$1,000/\$2,000/\$3,000
Cost Share Maximum (individual/2-member family/3+ member family)		\$2,000/\$4,000/\$6,000
Lifetime Maximum		Unlimited

**PREVENTIVE CARE**

Well child care	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations	No Copayment	
Routine OB/GYN visits	No Copayment	
Mammography	No Charge	
Hearing screening	\$40 Copayment	
Routine Eye Exam	\$40 Copayment	

**MEDICAL CARE**

Office visits	\$30 Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse – prior authorization required	\$30 Copayment	
OB/GYN care	\$30 Copayment	
Maternity care – initial visit subject to copayment, no charge thereafter	\$30 Copayment	
Diagnostic lab and x-ray	No Charge	
Acupuncture – with a licensed provider	\$40 Copayment	
High-cost outpatient diagnostic – prior authorization required <i>The following are subject to copay: MRI, CAT, PET</i>	\$75, capped at \$375	
Allergy services	\$40 Copayment No Copayment	
Office visits/testing		
Injections—Unlimited		

**HOSPITAL CARE – Prior authorization required**

Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	\$250 per admission * <i>Effective 7/1/15</i> <b>\$300 per admission</b> * <i>Effective 7/1/16</i> <b>\$350 per admission</b>	Deductible & Coinsurance
Inpatient mental health & substance abuse	\$250 per admission * <i>Effective 7/1/15</i> <b>\$300 per admission</b> * <i>Effective 7/1/16</i> <b>\$350 per admission</b>	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	\$250 per admission * <i>Effective 7/1/15</i> <b>\$300 per admission</b> * <i>Effective 7/1/16</i> <b>\$350 per admission</b>	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	\$150 Copayment	

**EMERGENCY CARE**

Walk-in centers	\$30 Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	\$75 Copayment	Not Covered
Emergency care – <i>copayment waived if admitted</i>	\$150 Copayment	ER Copayment
Ambulance	No Charge	No Charge

<b>OTHER HEALTH CARE</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Outpatient rehabilitative services <i>60 combined visit maximum for PT, OT and ST per calendar year. 30 visit maximum for Chiro. per calendar year</i>	Specialist Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level.</i>	Covered	
Infertility services – <i>prior authorization required</i> <i>Age and Cycle Restrictions apply</i>	Applicable Copayment	Deductible & Coinsurance
Home health care	No Charge	\$50 Deductible & 20 % Coinsurance

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**PREVENTIVE CARE SCHEDULES**

***Well Child Care (including immunizations)***

- ◆ 0 to 12 months 7 exams
- ◆ 13 months to 5 years 6 exams
- ◆ 1 exam every year, ages 6 to adult

***Mammography***

- ◆ 1 baseline screening, ages 35-39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

***Adult Exams***

- ◆ 1 exam every year age 6 to adult

***Vision Exams:*** 1 exam every 2 calendar years

***Hearing Exams:*** 1 exam every calendar year

***OB/GYN Exams:*** 1 exam per calendar year

**Notes To Benefit Descriptions**

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis. Maximum of 3 copays per person per year.
- ◆ Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ Members must utilize participating designated transplant centers/hospitals to receive benefits for Human Organ & Tissue Transplant services.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made according to the Comprehensive Schedule of Professional Services.

***EFFECTIVE 7/1/14***

***MANAGED RX, 3 TIER***

***\$10 COPAYMENT GENERIC DRUGS***

***\$30 COPAYMENT LISTED BRAND-NAME DRUGS***

***\$40 COPAYMENT NON-LISTED BRAND-NAME DRUGS***

***Unlimited Annual Maximum***

***Generic Drugs Have the Lowest Copayment***

		<i>Your copayment:</i>
<b>Tier 1: Generic drugs</b>	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
<b>Tier 2: Listed brand-name drugs</b>	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	\$30
<b>Tier 3: Non-listed brand-name drugs</b>	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	\$40
<b>Mail Service</b>	One copayment per 30-90...	2x retail copayment
<b>Annual Maximum</b>	Per member per calendar year	Unlimited

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

*Effective 072014*

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## SCHEDULE B - DENTAL



**Trumbull Public Schools – Group 4222**  
 Delta Dental PPO plus Premier - Point of Service Program  
 Custodians 0011, Secretaries 0018, Teachers 0026 & 0269,  
 CLIU Support 0020, CLIU Supervisors 0021, Non-Affiliates 0019  
 (Administrators 0013 – Effective 7/1/08)

Type of Service	Plan Pays:	Limitations
<b>PREVENTIVE: (No Deductible)</b>		
Fluoride Treatment	80%	Under age 19, 2 per calendar year
Oral Exam	80%	2 per calendar year
Palliative Treatment		
Minor procedure to relieve pain only	80%	
Emergency Exam	80%	
Prophylaxis	80%	2 per calendar year
Sealants	Not Covered	
X-Rays		
Periapical (single X-ray)	80%	
Bitewings (2 x-rays)	80%	Once per calendar year
Panorex /Full mouth (4 bitewings and a panorex equals a full mouth)	80%	Once in 36 months
<b>BASIC: (No Deductible)</b>		
Anesthesia	50%	
Extractions – simple/surgical (erupted tooth)	80%	
Fillings – Amalgam	80%	
Plastic/composite	80%	
Pulp cap (base under filling)	80%	
Gum graft/incision & draining of abscess or cyst	50%	
Oral Surgery – Alvea/osseous**	50%	
Gingival**	50%	
Impactions (unerupted tooth/soft tissue or body)	50%	
Periodontics (non-surgical)**	50%	** \$500 combined yearly max
Pulpotomy	80%	
Root Canal	80%	
<b>MAJOR: (No Deductible)</b>		
Crowns	50%	Time limit: 5 year replacement
Post and core	50%	
Crowns-stainless steel (usually on baby tooth)	50%	
Gold restoration (inlay/onlay)	50%	Only for crowns not part of a bridge, Time limit: 5 year replacement
Implants	Not Covered	
Night guard for grinding of teeth (bruxism)	80%	
Prosthetics (permanent bridge)	Not Covered	
Repair of	80%	
Prostodontics (removable full or partial denture)	Not Covered	
Repair of and relining of dentures	80%	One per calendar year, simple repairs only, no additions of teeth allowed, no extensive reconstruction
Space Maintainer (child only when perm tooth not in yet and need to maintain space)	50%	Not part of a bridge
TMJ Appliance	Not Covered	
<b>ORTHODONTIA:</b>	Not Covered	

Dependent children are covered to age 19 (25 if enrolled as a full time student in an accredited school or university.)

Delta Dental has two networks available under this plan. The Delta Dental Premier network is the largest of the Delta networks with over 145,000 participating offices nationally (75%+). Delta Dental Preferred (PPO) is a smaller, but more discounted network with over 55,000 participating offices nationwide. Preferred (PPO) fees are on average 20% less than Premier. You may use any fully licensed dentist under this plan, but it is to your advantage to use a network dentist, especially Preferred (PPO), since they accept the Delta allowance as their maximum charge and cannot bill Delta patients for amounts above this level.

Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at [deltadentalnj.com](http://deltadentalnj.com) to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's website or benefits services department at 1-800-452-9310.

*This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental Plan of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.*

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**Point of Service Program  
Delta Dental PPO plus Premier**

**In Network**

Dentist

- Agrees to accept Delta's approved fees
- Agrees to file claim directly with Delta
- Receives claim payment directly from Delta

Employee

- Cannot be balance billed (billed for charges above approved Delta fees)
- Does not file claim
- No payment to dentist other than deductible/coinsurance

**Out of Network**

Dentist

- Does not agree to Delta fee levels
- Can charge any amount
- Is not required to file claim for patient
- Does not receive payment directly from Delta

Employee

- Must pay difference between Dentist charge and Delta's allowed fees
- May be required to submit claim
- Is responsible for payment to dentist

**Summary:** Any dentist may be used, however, benefits are maximized and paperwork is reduced if in network providers are utilized. Delta Dental Preferred (PPO) dentists have agreed to Delta's lowest possible fees.

## SCHEDULE C - LONG TERM DISABILITY

### **Trumbull Board of Education / Guardian's LTD Schedule**

**Monthly Benefit Payable:**

The monthly benefit refers to the percent of earnings and maximum benefit allowed. This contract pays 60% of a covered person's monthly income up to a maximum monthly benefit of \$8,500.

**Duration of Benefits:**

If an employee becomes disabled before the age of 60, this duration continues payment of benefits until the employee reaches the normal Social Security retirement age. The normal Social Security retirement age ranges from 65 to 67.

Employee's Year of Birth	Social Security Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

**Elimination Period:**

The elimination period is the length of time a covered person must be disabled before qualifying for LTD benefits. Under this contract it is 180 Days.

**Definition of Disability:**

Under this definition, the employee is only required to be disabled from his or her own occupation and unable to earn more than 80% of his or her insured earnings throughout the elimination period, and for the first five years of benefit payments. At the five-year point in the life of the claim, the requirements for disability change. From then on, the employee must be unable to perform, on a full-time basis, the major duties of any gainful work and unable to earn more than 80% of his or her insured earnings. (Refers to gainful work an employee could become qualified for with training.)

Pre-Existing Condition Limitation:

A pre-existing condition is a sickness or injury, including all related conditions and complications, for which an employee saw a doctor, took medicine, or received other medical care or treatment during the three (3) months (called the "lookback" period) prior to his or her effective date. The LTD contract includes a pre-existing condition provision to protect Guardian from liability for disabilities caused by conditions that existed prior to an employee's effective date.

Survivor Benefit:

Under the Survivor Benefit, benefits are payable following the covered employee's death. To be eligible for this benefit, an employee must have been disabled for at least six months before his or her death.

The Survivor Benefit is based on the employee's last full net monthly benefit and is paid as one lump sum. The lump sum Survivor Benefit is equivalent to three months of LTD benefits.

Benefits are payable to the eligible surviving spouse or dependent children unless it is specifically requested or state mandated that the benefit be payable to the deceased employee's estate.

COLA Benefit:

COLA, the Cost of Living Adjustment benefit, is a feature designed to prevent the erosion of the LTD benefit due to inflation. COLA works by increasing an employee's net monthly benefit annually by a specified percentage. The first COLA adjustment is made on the July 1st following 12 months of disability payments and annually thereafter. The numbers of adjustments on COLA are unlimited and they are set at 3% fixed.

LTD benefits are subject to the benefit maximum before COLA adjustments are made. Therefore, it is possible that once the COLA benefit is applied, an employee's monthly LTD benefit may exceed the plan's benefit maximum.

Monthly benefit increases of 3% (fixed), unlimited adjustments

Rehabilitation Services:

With the mandatory rehabilitation benefit, case management starts when we are notified of an insured's disability. Guardian reviews the insured's disability to see if rehab services would assist in successful return to gainful work. When the review is complete, the insured may be offered a rehab program. Guardian has the right to suspend or end benefit payments if the insured does not accept. Guardian will not require an insured to participate in a rehab program that is not suited based on the insured's education and prior history.

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**Mandatory rehabilitation:**

- Includes Claim Cost Containment Feature
- Includes mandatory employee participation in rehab if Guardian deems it appropriate
- Includes an enhanced benefit of 110% of the monthly benefit that would be payable

**Mental Health & Substance Abuse:**

This refers to the provision that restricts coverage for disabilities caused by an employee's mental/nervous or drug/alcohol condition. Guardian has a 24-month benefit limitation, combined.

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this \_\_\_ day of August, 2014 by and between the TRUMBULL BOARD OF EDUCATION ("Board") and TRUMBULL ADMINISTRATORS ASSOCIATION ("TAA") (the Board and the TAA are sometimes referred to hereinafter collectively as the "Parties").

### RECITALS:

- A. In negotiations for a successor agreement the TAA proposed adding the grievance procedure in the collective bargaining agreement between the Parties the ability to grieve a violation of the procedures set forth in the administrator evaluation plan.
- B. The Parties were not able to reach agreement on the above-referenced proposal, however, in lieu of proceeding to interest arbitration over that single issue, have agreed to resolve said issue as set forth below.

NOW, THEREFORE, the Parties agree as follows:

### Dispute Resolution Process

In the event that the evaluator and administrator cannot agree on objectives, the evaluation period, feedback, or the professional development plan, a second meeting shall be convened so that the administrator and the evaluator may bring a peer advocate who can be a TAA member to strive for a mutual agreement. If no resolution is reached, the disagreement will be forwarded and a meeting will convene with the administrator, evaluator and superintendent for resolution. The superintendent is the final decision maker when a resolution cannot be reached.

It should be noted that although a written performance summary should strive to be a collaboratively crafted document, absolute mutual agreement may not always be the result of said collaboration. If an administrator strongly disagrees with the year-end assessment that is written, the administrator should add a statement relative to the nature of the disagreement before signing the document.

The Board agrees to comply with all Connecticut statutes that relate to the evaluation of school administrators.

Trumbull Board of Education

By Deborah Herbst

Trumbull Administrators Association

By Jacqueline J. Noyes  
Superintendent Campbell