

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

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5005



AGENDA No .724

- 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: May 5, 2014
TIME: 8:00 P.M.
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a regular meeting on Monday, May 5, 2014 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

DISCUSSION ITEMS:

- Trumbull High School Building Committee Update
- THS Audit Report

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1. RESOLUTION TC25-73: To consider and act upon a resolution which would approve an agreement between the Town of Trumbull and Trumbull Loves Children Inc. (L&A)
 2. RESOLUTION TC25-74: To consider and act upon a resolution which would authorize the Town attorney to settle a worker's compensation claim known as Kevin Nicholas v. the Town of Trumbull. (L&A)
 3. RESOLUTION TC25-75: To consider and act upon a resolution which would approve the for the labor agreement between the Town of Trumbull and UPSEU, Local 424, Unit-7 (MATE) beginning July 1, 2013 and ending June 30, 2017. (L&A)
 4. RESOLUTION TC25-76: To consider and act upon a resolution which would appropriate \$7,500 from the Fund Balance to Charter Revision, 01010300-522201 Clerical Services \$500, 01010300-522202 Professional Service \$6,000, 01010300-545501 Legal Notices \$1,000.(Finance)

5. RESOLUTION TC25-77: To consider and act upon a resolution which would appropriate \$204,000 from the Fund Balance to Highway Snow Removal, 01030101-501105 Salaries-OT \$87,000, 01030101-534402 Program Supplies \$73,000, 01030101-522203 Prof Serv-Ancillary \$44,000.(Finance)
6. RESOLUTION TC25-78: To consider and act upon a resolution which would appropriate \$71,516 from the Fund Balance to Emergency Medical Services 01022600-522202 Professional Services.(Finance)
7. RESOLUTION TC25-70: To consider and act upon a resolution which would amend Section 6, Enforcement of Provisions False Alarm Abatement of the Trumbull Municipal Code. (L&A Public Hearing) (Full Resolution Attached)
8. RESOLUTION TC25-71: To consider and act upon a resolution which would refund any and all fines and penalties charged to alarm users in violation of Section 6 ENFORCEMENT PROVISIONS (a) *Failure to register* - False Alarm Abatement Ordinance of the Trumbull Municipal Code from the date said fines were assessed through the date that Resolution TC25-71 becomes effective. (L&A Public Hearing)

VIII ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO

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

RESOLUTIONS

1. RESOLUTION TC25-73: BE IT RESOLVED, That the agreement between the Town of Trumbull and Trumbull Loves Children, Inc. is hereby approved.
2. RESOLUTION TC25-74: BE IT RESOLVED, That the Town attorney is hereby authorized to settle a worker's compensation claim known as Kevin Nicholas v. the Town of Trumbull.
3. RESOLUTION TC25-75: BE IT RESOLVED, That funding for a labor agreement between the Town of Trumbull and UPSEU, Local 424, Unit-7 (MATE) beginning July 1, 2013 and ending June 30, 2017 is hereby approved.
4. RESOLUTION TC25-76: BE IT RESOLVED, That \$7,500 is hereby appropriated from the Fund Balance to Charter Revision, 01010300-522201 Clerical Services \$500, 01010300-522202 Professional Services \$6,000, 01010300-545501 Legal Notices \$1,000.
5. RESOLUTION TC25-77: BE IT RESOLVED, That \$204,000 is hereby appropriated from the Fund Balance to Highway Snow Removal, 01030101-501105 Salaries-OT \$87,000, 01030101-534402 Program Supplies \$73,000, 01030101-522203 Prof Serv-Ancillary \$44,000.
6. RESOLUTION TC25-78: BE IT RESOLVED, That \$71,516 is hereby appropriated from the Fund Balance to Emergency Medical Services 01022600-522202 Professional Services.
7. RESOLUTION TC25-70: BE IT RESOLVED AND ORDAINED, That Section 6, Enforcement of Provisions False Alarm Abatement of the Trumbull Municipal Code is hereby amended. (Full Resolution Attached)
8. RESOLUTION TC25-71: BE IT RESOLVED AND ORDAINED, That any and all fines and penalties charged to alarm users in violation of Section 6 ENFORCEMENT PROVISIONS (a) *Failure to register* - False Alarm Abatement Ordinance of the Trumbull Municipal Code are hereby refunded from the date said fines were assessed through the date that Resolution TC25-71 becomes effective.

TC25-70 FULL RESOLUTION:

RESOLUTION TC25-70: BE IT RESOLVED AND ORDAINED, That Section 6, Enforcement of Provisions False Alarm Abatement of the Trumbull Municipal Code is hereby amended by deleting Section (a) *Failure to register* and replacing said section with the following: Section (a) *Failure to register*. Any alarm user as defined in Section 1 herein, who fails to register their alarm system, will be issued a warning by the Trumbull Police Department to register their alarm within 30 calendar days. The alarm user will receive an alarm registration form at the time said warning is issued and must register within 30 calendar days of receipt. If registration is not made within 30 calendar days of the receipt of the warning, the alarm user will be charged \$100 for that year and for each year said alarm is not registered. In addition the alarm user shall pay \$50.00 for each false alarm until the alarm system is registered in accordance with the provisions of this ordinance.

MASTER GROUND LEASE

DATED: February 1, 2014

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MASTER GROUND LEASE

LEASE made this _____ day of February, 2014 by and between the TOWN OF TRUMBULL) hereinafter referred to as “TRUMBULL”), TRUMBULL BOARD OF EDUCATION (hereinafter referred to as “BOARD”), TRUMBULL and the BOARD (hereinafter referred to as “LANDLORD”) and TRUMBULL LOVE CHILDREN (hereinafter referred to as “TENANT”).

WHEREAS, Trumbull owns the land on which the Daniels Farm School is located (hereinafter DFS CAMPUS).

WHEREAS, the said Board controls, maintains and operates the DFS Campus pursuant to the statutes of the State of Connecticut.

WHEREAS, Tenant currently provides Child Care Service in portable classrooms owned by Tenant and located on the DFS Campus.

WHEREAS, in order to expand the services and programs, Tenant desires to construct, at its own expense, a building and improvements on the DFS Campus adjacent to where its portable classrooms are located.

WHEREAS, Trumbull and the Board both acknowledge that said services and programs are of benefit to the children and families of the residents of Trumbull.

NOW, THEREFORE, in consideration of the premises to be demised, the rents to be paid and the other covenants, conditions, warranties and agreements hereinafter set forth, it is hereby agreed as follows:

1. PREMISES DEMISED. Landlord shall and by these presents does hereby demise and rent unto Tenant and Tenant by these presents does hereby take and hire from Landlord a parcel of real property containing approximately 11,200 square feet located on the DFS Campus which is more fully defined and described on the map attached hereto as Schedule A and made a part hereof, together with all hereditaments, appurtenances and easements thereto, and together with the right to the nonexclusive use in common with others of the access way to and from Daniels Farms Road to the DFS Campus and to the area being leased hereunder (hereinafter the "PREMISES").

2. DELIVERY OF POSSESSION AND TERM.

(a) Landlord shall deliver possession of the Premises simultaneously with the execution of this Lease. A copy of the recorded Notice of Lease pertaining to this Lease is attached hereto as Exhibit B.

(b) The term of this Lease shall commence on February 1, 2014 and shall terminate on January 31, 2046.

(c) The Tenant, at its option, may renew this Lease for an additional period of time commencing February 1, 2046 and terminating on January 31, 2066.

(d) The Tenant shall provide notice to the Landlord, in writing, not later than one-hundred twenty (120) days prior to the termination of the term referenced in subparagraph (b) of the Tenant's intent to renew this Lease.

3. USE.

(a) Tenant intends to construct and operate on the Premises a building of approximately 8000 square feet to be used for a child care facility to provide child care services and

programs. In addition, the Tenant shall have the right to construct a playground area on the Premises in the area shown on Schedule A and to construct additional parking in an area on the school grounds in an area to be designated by the parties, (collectively, the "Use"). Said construction may occur in phases. The Tenant shall provide the Landlord with a construction schedule at least thirty (30) days prior to the start of construction. In the event Tenant elects to change the Use, Tenant shall first secure the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Tenant shall not use or allow the Premises to be used for any unlawful purpose or in violation of any certificate of occupancy covering or affecting the use of the Premises or any part thereof or for any use which voids or makes voidable any insurance in force with respect thereto.

4. CONSTRUCTION OF IMPROVEMENTS.

(a) During the term of this Lease, Tenant may construct, alter, modify and otherwise materially improve the Premises. All such activity shall be performed in accordance with all applicable legal requirements and subject to the other terms and conditions of this Lease.

(b) Prior to the commencement of any construction, alteration, demolition or other improvement estimated to cost in excess of \$100,000.00, Tenant shall provide to Landlord, if requested by Landlord, a completion bond issued by a reputable surety, guaranteeing to Landlord the completion of the proposed project.

(c) Tenant shall make all arrangements, whether with private providers, governmental authorities and/or public utilities, for all utilities and other like services to the Premises during the Term of this Lease, including, without limitation, electricity, telephone, water, sewage and

gas. Landlord shall have no responsibility for such arrangements. The expense, including installation, maintenance, use and servicing of all utilities and services shall be the direct and sole responsibility of Tenant.

(d) Tenant shall have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are absolutely necessary in order to service the Premises and the improvements thereon, all of which shall be at Tenant's expense, and Landlord agrees not to unreasonably withhold, delay or condition its consent thereto and to execute any and all documents, agreements and instruments, and to take all other reasonable actions, in order to effectuate the same, all at Tenant's cost and expense, including reasonable attorney's fees and expenses, it being agreed that Tenant shall be responsible for all payments of every type or nature whatsoever arising out of, or relating to the use, operation or occupancy of the Premises and the improvements thereon, and that Landlord shall have no responsibility whatsoever with respect thereto. All utilities, including, but not limited to electrical service, cable, fiberoptics telephone and the like should be placed underground.

5. NATURE OF USE. Tenant shall use and occupy the Premises and all improvements thereon in a careful, safe and proper manner and shall keep the same in a clean and safe condition in accordance with the applicable Federal, State and Municipal laws, codes, ordinances and the lawful directions of any public officials who has jurisdiction over the Use and the structures used by the Tenants, and insurance rating organizations. Tenant shall obtain, at its sole cost, all permits, licenses or governmental authorizations from all federal, state or municipal governments which are necessary for all demolition and construction done or to be done by Tenant on the Premises, and for the use and

occupancy of the Premises, including, without limitation, all required certificates of occupancy, certificates of compliance, certificates of completion and such other related certificates and approvals as shall be required. Tenant shall and hereby does indemnify and hold Landlord harmless from any and all costs, fines or other liability of every type or nature whatsoever, arising out of, or in connection with Tenant's use of the Premises. Tenant shall have the right to contest by appropriate legal proceedings, in the name of Tenant, or Landlord (if legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of any nature referred to in this Article and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding, provided that Tenant indemnifies Landlord against all loss occasioned by such delay, and provided further that such contest shall not (i) subject Landlord to any criminal liability or (ii) subject the Premises to foreclosure or forfeiture. Landlord agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit Tenant to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to cooperate with Tenant in such contest provided again that Tenant indemnifies Landlord against all loss or damage occasioned by any delay in Tenant's compliance therewith and all reasonable costs and expenses incurred by Landlord in connection therewith in every type of nature whatsoever, shall be reimbursed by Tenant upon demand, including without limitation, reasonable attorneys' fees and expenses.

6. RENT. The total payments for this Ground Lease is included in the schedule of payment set forth in the First Amendment to Memorandum of Understanding dated July 2004 and the Second Amendment to Memorandum of Understanding dated November 26, 2012 which schedule of payment are attached hereto as Schedule C.

7. UTILITY CHARGES. Tenant shall pay directly all utility charges promptly as and when the same become due and payable, all rents, rates and charges for water, sewer, electricity, gas, fuel, oil, heat and power, sanitation service and/or garbage removal and other utilities supplied to the Premises or used by Tenant in connection therewith. Tenant shall have the right to enter into reasonable agreement with utility companies creating easements in favor of such companies as are absolutely necessary to service the Building to be constructed on the Premises, all of which shall be at Tenant's sole cost and expense and Landlord covenants and agrees not to unreasonably withhold, delay, or condition Landlord's consent thereto and to execute any and all documents, agreements and instruments necessary to effectuate the same.

8. LIENS. If permitted by law, Tenant shall cause appropriate waivers of mechanic's and materialmen's liens to be filed prior to the commencement of any work on the Premises. Tenant agrees to pay when due all sums owing or alleged to be owing for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for Tenant which may be secured by any mechanics, materialmen or other lien against the Premises or Landlord's interest therein, and shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due or within twenty (20) days after filing thereof. Tenant may contest the validity of any such lien provided that Tenant shall provide

Landlord with security therefore reasonably acceptable to Landlord covering not less than the amount to satisfy such lien, or Tenant shall bond such lien in a matter satisfactory to Landlord. In any event if foreclosure proceedings are commenced on account of any such lien, Tenant shall discharge or bond over such lien within ten (10) days thereafter.

9. INDEMNITY AND LIABILITY INSURANCE.

(a) Tenant covenants and agrees to indemnify, save and hold harmless Landlord, its agents, servants, employees, fiduciaries, licensees and any and all successors of any of the foregoing from and against any and all claims and demands for damages to persons or property or for loss of life, and all losses, costs, damages, charges, fines, penalties, causes of action, suits and judgments, including reasonable legal expenses, in connection with defending any such action, arising from any matter or thing growing out of the occupation or use of the Premises by Tenant, its agents, employees, tenants, licensees, customers and assigns; violation by Tenant of any law, ordinance or statute; any action or other occurrence due directly or indirectly to the use and occupancy of the Premises by Tenant, its agents, employees, tenants, licensees, customers and assigns.

(b) Tenant agrees to maintain liability insurance insuring Tenant and Landlord as their interests may appear with companies licensed to do business in the State of Connecticut and reasonably acceptable to Landlord, against all claims, demands or actions for injury to or death of any one person in an amount of not less than \$3,000,000 and for injury to or death of more than one person in any one accident to the limit of \$5,000,000 and for damage to property, in an amount of not less than \$2,000,000. Tenant agrees to maintain an All Risk Policy insuring the New Building at its

replacement value, as well as business interruption insurance and such other insurance policies, in such amounts, as Landlord shall reasonably require from time to time.

(c) Tenant at its own expense, shall carry fire and extended coverage on the building at replacement value.

(d) Upon delivery of the Premises Tenant shall provide Landlord with a certificate of insurance which shall affirmatively state that the insurer will provide Landlord at least thirty (30) days prior written notice of termination or failure to renew any of the insurance coverage required to be maintained by Tenant hereunder. In the event Tenant fails to maintain the insurance provided for herein, Landlord may obtain such insurance and keep the same in effect and Tenant shall pay Landlord the premium cost thereof as Additional Rent upon demand. The failure of Tenant to pay Landlord the premium cost within ten (10) days after demand shall be deemed a default in the payment of rent under this Lease.

(e) All insurance required under this Article shall name Landlord and any mortgagee of Landlord as an additional insured and Tenant shall furnish certificates evidencing the coverage required hereunder within ten (10) days from receipt of Landlord's written request.

10. REPAIRS.

(a) Tenant shall not use, operate, or maintain any portion of the Premises improperly, carelessly or in violation of this Lease or of any applicable laws or insurance or governmental requirements whatsoever which may exist from time to time. In any event Tenant shall use the Premises only in a reasonable manner not likely to cause damage thereto other than ordinary wear and tear.

(b) Tenant shall, at all times and at its own cost and expense, put, keep, replace and maintain in thorough repair and good, safe and substantial order and condition all buildings and improvements erected on the Premises, in a reasonably diligent manner to maintain a facility which meets or exceeds the minimum standards set by an governmental agency with jurisdiction over the Tenant and its use, Tenant shall likewise at all times and at its own cost and expense, put, keep, replace and maintain all personal property and equipment attached to or used in connection with the Premises in good operating condition. The parties agree that under no circumstances shall Landlord have any repair obligations.

(c) Trumbull shall solely be responsible for operating, maintaining and managing the common access way to the Premises.

11. ALTERATIONS. Tenant shall have the right at its option and at its own cost to alter any building or buildings or improvements situated or erected on the Premises and the building equipment and other items installed thereon and any alteration, change or addition thereto shall remain solely in Tenant's name; and Tenant alone shall be entitled to deduct all depreciation on Tenant's income tax returns for any such building or buildings, building equipment and/or other items, improvements, additions, changes or alterations. On the last day or sooner termination of the Term, Tenant shall quit and surrender the Premises to Landlord, and thereupon, fee title to the buildings and permanent improvements thereon shall automatically vest in Landlord free of any liens and mortgages. Tenant shall remove its personal property from the Premises and shall deliver the Premises to Landlord. The buildings and permanent improvements then thereon shall be surrendered in broom clean and in good condition and repair (ordinary wear and tear excepted).

12. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS.

(a) Tenant assumes all risks of loss, theft or destruction of, and damage to the Premises and shall hold Landlord harmless from any claims, losses or damages with respect thereto. In the event of loss, theft, or destruction of, or casualty or damage to, the Premises or any portion thereof, Tenant shall promptly notify Landlord thereof and Tenant shall, at its sole cost and expense, and whether or not the insurance proceeds provided for in Article 10 hereof, if any, shall be sufficient for the purpose, restore, repair, replace or rebuild the same to its value, condition and character immediately prior to such damage or destruction. Such restoration, repair, replacement or rebuilding shall be commenced promptly and prosecuted with reasonable diligence.

(b) No loss, theft or destruction of, or casualty or damage to, the Premises or any part thereof or interruptions or cessation of the use thereof shall permit Tenant to surrender this Lease or relieve Tenant from its liability to pay the Rent, and all other amounts payable under this Lease in full or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Premises or any part thereof or to any suspension, diminution, abatement or reduction of such rents and other amounts on account of any loss, theft, casualty, destruction or damage.

13. COMPLIANCE WITH LAWS. Tenant shall construct, use and occupy the Premises so as to comply with all applicable laws and regulations of governmental bodies having jurisdiction. Tenant shall, at its sole cost and expense, promptly and at all times comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and agencies thereof relating in any way to the Premises or the use, occupancy,

operation or maintenance thereof. Tenant shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the Premises or any item or part thereof.

14. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not have the right to assign its rights herein or sublet the Premises.

15. MORTGAGING.

15.1 Leasehold Mortgages. Tenant and every successor and assign of Tenant is hereby given the right by Landlord in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interest in this Lease (but not the Landlord's fee interest in the Premises) and assign this Lease, as collateral security for such mortgage(s) upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord, herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein (the "**Leasehold Mortgage(s)**").

(a) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without prior consent in writing of the Leasehold Mortgagee(s):

(b) Landlord shall, upon serving Tenant with any notice of default under this Lease simultaneously serve a copy of such notice upon the holder(s) of such Leasehold Mortgage(s). The Leasehold Mortgagee(s) shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such

performance by or at the instigation of such Leasehold Mortgagee(s) as if the same had been done by Tenant;

(c) Anything to the contrary herein contained notwithstanding, while such Leasehold Mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Landlord, if any default shall occur which, pursuant to any provision of this Lease, entitle Landlord to terminate this Lease, and if before the expiration of sixty (60) days from the date of service of notice of termination upon such Leasehold Mortgagee(s) such Leasehold Mortgagee(s) shall have notified Landlord of its desire to nullify such notice and shall have paid to Landlord all rent and additional rent and other payments herein provided for, and then in default, and shall thereafter continue to make all required payments of rent, additional rent and all other payments until such default is cured in full, and shall have complied or shall commence the work of complying with all of the other requirements of this Lease, except as provided in subparagraph (g) below, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such event Landlord shall not be entitled to terminate this Lease and any notice of termination thereto previously given shall be void and of no effect;

(d) If Landlord shall elect to terminate this Lease by reason of any default of Tenant, the Leasehold Mortgagee(s) shall not only have the right to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than six (6) months, provided that such Leasehold Mortgagee(s) shall cure or cause to be cured any then existing money defaults and meanwhile pay the rent, additional rent and comply with

and perform all of the other terms and conditions and provisions of this Lease on Tenant's part to be complied with and performed, other than past non-monetary defaults, and provided further that the Leasehold Mortgagee(s) shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of said six (6) month period the Leasehold Mortgagee(s) shall be actively engaged in steps to acquire or sell Tenant's interest herein, and shall continue to make all monetary payments under the Lease promptly when due, the time of said Leasehold Mortgagee(s) to comply with the provisions of this section shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity, but in no event shall the Leasehold Mortgagee(s) have the right to extend or postpone Landlord's Notice of Termination for a period in excess of one (1) year beyond the date of Landlord's Notice of Termination or subject Landlord to foreclosure of any mortgage covering the Premises or forfeiture of the Premises;

(e) Landlord agrees that the name of the Leasehold Mortgagee(s) may be added to the "**Loss Payable Endorsement**" of any and all insurance policies required to be carried by Tenant hereunder on the condition that the insurance proceeds are to be applied in the manner specified in this Lease and that the Leasehold Mortgage(s) or collateral documents shall so provide;

(f) Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant or the foreclosure of any leasehold mortgage made by Tenant, and provided that Tenant's mortgagee shall have cured the said lease defaults in the manner provided in subparagraph (c) above prior to the termination of this Lease, Landlord shall enter into a new lease for the Premises with the Leasehold Mortgagee(s) or its nominee(s), for the remainder of the term, effective as of the

date of such termination, at the rent, and additional rent and upon the terms, provisions, covenants and agreements as herein contained and subject only to the same conditions of title as this Lease is subject to on the date of the execution hereof, and to the rights, if any, of any parties then in possession of any part of the Premises provided;

(1) The Leasehold Mortgagee(s) or its nominee(s) shall make written request upon Landlord for such new lease within thirty (30) days after the date of such termination and such written request is accompanied by payment to Landlord of all amounts then due to Landlord under this Lease;

(2) The Leasehold Mortgagee(s) or its nominee(s) shall pay to Landlord at the time of the execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to this Lease but for such termination, together with Landlord's reasonable legal fees and expenses;

(3) The Leasehold Mortgagee(s) or its nominee(s) shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant under this Lease was obligated to perform under the terms of this Lease;

(4) Landlord shall warrant possession of the Premises to Tenant under the new lease;

(5) Tenant under such new lease shall have the same right, title and interest in the Building Improvements on the Premises as Tenant had under the

terminated lease;

(g) Nothing herein contained shall require the Leasehold Mortgagee(s) or its nominee(s) to cure any default of Tenant referred to in the section outlined above;

(h) Landlord upon request of Tenant and/or any Leasehold Mortgagee(s) shall obtain an agreement in writing from Mortgagee(s) of the fee in the form and content reasonably satisfactory to the Leasehold Mortgagee(s) or Tenant agreeing to all of the provisions of this section and acknowledging that in the event such Mortgagee(s), its successors or assigns shall acquire title to the fee, that said Mortgagee(s), its successors or assigns will be bound by such provisions.

16. CERTIFICATES.

16.1 Certificates. Within ten (10) days after the other party's request, Landlord or Tenant shall deliver, executed in recordable form, a declaration to any person designated by the requesting party (a) ratifying this lease; (b) stating the Commencement and termination dates, if determined; and (c) certifying whether or not (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) all conditions under this Lease to be performed by the requesting party have been satisfied (stating exceptions, if any), (iii) defenses or offsets against the enforcement of this Lease by the requesting party exist (or stating those claimed); (iv) advance Rent, if any, has been paid by Tenant, (v) the date to which Rent has been paid, and such other information as the requesting party reasonably requires. Persons receiving such statements shall be entitled to rely upon them.

17. DEFAULT. In the event that Tenant (a) fails to pay the Base Rent or any Additional Rent at the times and in the manner hereinabove provided, (b) fails to promptly perform any other

covenant or agreement hereunder, (c) discontinues or substantially discontinues its business or ceases or substantially ceases using or occupying the Premises, (d) makes a general assignment for the benefit of creditors, (e) applies for or consents to the appointment of a receiver, a trustee or a liquidator of itself or of all or a substantial part of its assets, (f) is adjudicated a bankrupt or insolvent, (g) files a voluntary petition in bankruptcy or files a petition or answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any other similar law of any jurisdiction for the relief of insolvent debtors, or in any way admits material allegations of a petition filed against it in any bankruptcy, reorganization, arrangement, insolvency or other similar proceeding relating to relief of insolvent debtors, (h) suffers or permits to remain unstayed and in effect for thirty (30) consecutive days any judgment, decree or order, entered by any court, which approves a petition seeking reorganization of Tenant, or appoints a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets, (i) takes, permits to be taken or omits to take any action for the purpose or with the result of effecting or permitting any of the foregoing, or (j) failure to pay a leasehold mortgage beyond any applicable cure period, Landlord shall notify Tenant in writing of the alleged default. Upon receipt of said notice, Tenant shall have ten (10) days thereafter to cure any alleged default for nonpayment and thirty (30) days to cure all other alleged defaults. In the event that Tenant does not or is unable to cure such defaults (other than for nonpayment) within thirty (30) days and Tenant has not started to cure such default or prosecuted such cure with diligence, then and in the event, subject to any rights which the Tenant may have in bankruptcy, the Landlord may reenter and repossess the Premises and remove all persons and parties therefrom with or without legal process, and using such force as may be necessary to do so without being guilty of

trespass, forcible entry or detainer or other tort; and Landlord may, at Landlord's option, let the Premises or any part thereof for the balance of the term either on Landlord's own account or as agent for Tenant. Tenant, in the event of default, shall be responsible for all reasonable expenses of re-letting the Premises and any amount expended to enforce the terms of this Lease, including reasonable counsel fees. In the event that Landlord institutes summary proceedings for eviction, Tenant agrees to waive its right to a trial by jury. No waiver by Landlord of any event of default or breach shall extend to or affect any other event of default or breach. No action (including payment or acceptance of rent) or inaction except for the execution of a written waiver document by Landlord shall constitute a waiver of any event of default or breach. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair such right or remedy or constitute a waiver of, or acquiescence to, an event of default or breach. A waiver or acquiescence by Landlord in one instance shall not constitute a waiver or acquiescence in any other instance nor shall it preclude the exercise of any right or remedy by Landlord. The exercise of one remedy by Landlord shall not preclude the Landlord from exercising any other available right or remedy.

18. QUIET ENJOYMENT. Landlord covenants that Landlord has full right and lawful authority to enter into this Lease for the full term hereof, that Landlord is lawfully seized of the entire Premises hereby demised and that at all times when Tenant is not in default under the terms and conditions of the Lease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed.

19. HOLDING OVER. In the event Tenant continues to occupy the Premises after the last day of the Initial Term, and Landlord elects to accept rent thereafter, such rent shall be one hundred fifty (150%) percent of the last rent payable, plus all items due and owing.

20. END OF TERM. Upon completion of the Initial Term, or upon earlier termination of the Term, Tenant shall peacefully and quietly surrender possession of the Premises to Landlord. If Landlord so requests, within thirty (30) days after the end of the Term, Tenant shall remove or demolish the improvements on the Premises, and properly grade the Premises. Tenant shall have the right and obligation to remove all equipment, personal property and inventory from the Premises. Without waiving Tenant's duty to remove the same, any personal property remaining on the Premises ten (10) days after the expiration of the Term shall be deemed to have been abandoned and shall become the property of Landlord.

21. SERVICE OF NOTICE. All notices, demands and communications provided herein shall be served by registered or certified United States mail, or overnight express mail carrier (such as Federal Express, Emery, Airborne, etc.), postage prepaid, return receipt requested, to the following address or to such other address as Landlord and Tenant may advise each other in writing pursuant to this Article 23:

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

Copy to: Owens, Schine & Nicola, P.C.
 799 Silver Lane
 Trumbull, CT 06611

TLC: Kenneth McCabe, Executive Director
2 Corporate Drive
Trumbull, CT 06611

Copy to: Benjamin S. Proto, Jr., Esq.
2090 Cutspring Road
Stratford, CT 06614

22. APPLICATION. This Lease shall inure to the benefit of and is binding on the successors and assigns of Landlord and Tenant.

23. EXPENSES AND ATTORNEYS' FEES. Any expenses incurred by a successful party to the enforcement of this Lease shall be paid by the unsuccessful party, which expenses shall include reasonable attorneys' fees, court costs and disbursements.

24. ENTIRE AGREEMENT. This Lease is the entire agreement between the parties and no modification thereof shall be made except in writing signed by the parties.

25. RECORDING. Tenant shall not cause this Lease to be recorded without first obtaining the written consent of Landlord, except that a short form Memorandum of Lease as hereinbefore set forth shall be executed by the parties and recorded at Tenant's expense provided that it shall not include any provisions of this Lease with respect to rentals.

26. ENVIRONMENTAL DISCLOSURE. Landlord represents that it has no knowledge of any storage, disposal, or discharge of any hazardous wastes or hazardous substances, as those terms are used in any applicable environmental law, code or ordinance (including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980) at, upon, under or within the Premises as a consequence of ownership or other use prior to the delivery of possession.

27. HAZARDOUS MATERIALS.

(a) Tenant agrees that Tenant shall not cause, suffer or permit any Hazardous Material (as herein defined) to be stored on or about, be used in or about, or be discharged from the Premises, except as used in the ordinary course of Tenant's business in accordance with the provisions of this Lease, and in full conformance with all laws, rules, regulations and orders of any

federal, state or local authority or other governmental authority (“**Government Requirements**”). Tenant agrees to remediate the Premises of all Hazardous Materials introduced to the Premises by Tenant, its employees, agents, servants or any other party acting pursuant to a right or interest therein from Tenant, including Tenant’s subtenants, in compliance with Government Requirements, upon the earlier to occur of: (i) the expiration date or earlier termination of this Lease, (ii) Tenant's ceasing to operate the facilities located on the Premises, or (iii) such earlier date as may be required by Government Requirements.

(b) In the event of any storage, use or disposal of any Hazardous Material by Tenant, its employees, agents, servants or any other party acting pursuant to a right or interest in the Premises from Tenant, including Tenant’s subtenants, Tenant shall defend, indemnify and hold Landlord, its estates, trusts, fiduciaries and agents and any and all successors of any of the foregoing, harmless from and against any and all claims, loss, damage and expense, including, but not limited to, reasonable attorneys’ fees and costs, that Landlord may incur as a result of or arising out of: (i) any such storage, use or discharge of Hazardous Materials; (ii) the removal and disposal of any Hazardous Material on, about or from the Premises; (iii) compliance with any Government Requirements relating to the presence or removal of any such Hazardous Materials; or (iv) any combination of the foregoing.

(c) As used herein, "**Hazardous Material**" means any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any Government Requirements, including, but not limited to, any material, substance or waste which is (a) defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act

(33 U.S.C. Section 1317) as the same has been and may be amended; (b) defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et. seq.) as the same has been and may be amended; or (c) defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et. seq.) as the same has been and may be amended.

(d) Any costs, penalties, fines and/or expenses paid or incurred by Landlord arising out of Tenant's failure to comply with the foregoing provisions shall constitute, at Landlord's option, Additional Rent under this Lease.

(e) The provisions of this Article shall survive the expiration or early termination of this Lease, or other termination of this Lease, and are intended to supplement Landlord's rights and remedies against Tenant at law with respect to Hazardous Material.

28. GENERAL.

(a) This Lease (i) contains the entire agreement of the parties, (ii) supersedes all prior negotiations and understandings, which are fully merged herein, (iii) shall be construed and governed by the law of the State of Connecticut, and (iv) may not be changed or modified except by a written instrument signed by the party sought to be bound.

(b) The headings of the various Articles herein are for convenience only and do not, and shall not be deemed to define, limit or construe the contents of such Articles.

(c) If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other

than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

(d) This Lease is and shall be deemed, held and construed to be a net lease so that Tenant shall pay the Rent, Additional Rent and any other sums hereunder, without any deduction, abatement, defense, offset, set off or counterclaim, regardless of the occurrence of any events, foreseeable or unforeseeable, ordinary or extraordinary, of any kind whatsoever.

(e) No right or remedy conferred upon or reserved by Landlord under this Lease shall be exclusive of any other right or remedy herein or available at law or in equity (including, without limitation, an action for specific performance); all rights and remedies of Landlord shall be cumulative. The exercise of, or resort to, any right or remedy of Landlord shall not exhaust or waive any of the other rights or remedies of Landlord and shall not prevent the concurrent or subsequent employment of any other right or remedy by Landlord. The failure of Landlord to exercise any right or remedy upon a particular breach, violation or default shall not be construed as a waiver of the exercise of such right or remedy at any later date with respect to the same or any other breach, violation or default. The receipt, retention and depositing by Landlord of any Rent, Additional Rent or other sum, with knowledge of the breach, violation or default by Tenant of any provision of this Lease, shall not be deemed a waiver of any kind by Landlord. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and duly executed by Landlord. No surrender of the Premises or of any remainder or segment of the Term, or any extension term, shall be valid unless expressly accepted by the duly executed writing of Landlord. Any failure by Trumbull to insist in one or more instances upon the strict performance of

any provision of this Lease shall not be construed as a waiver thereof and such provision shall continue and remain in full force and effect.

(f) Tenant also waives any right to trial by jury in (x) any summary proceeding that may be instituted against Tenant in respect of the Premises, (y) any action that may be brought against Tenant to recover Rent, Additional Rent or any other sums, including damages, under this Lease, or (z) any other action or proceeding between Landlord and Tenant arising under or relating to this Lease or the Premises.

29. SELF-HELP. Notwithstanding anything contained herein to the contrary, if Tenant shall default in the performance or observance of any agreement or condition on its part to be performed or observed and such default shall continue beyond applicable notice and cure periods. Landlord may, at any time thereafter, cure such default, and any amount paid or any contractual liability incurred by Landlord shall be deemed paid or incurred for the account of Tenant, and Tenant shall reimburse or pay Landlord upon demand as Additional Rent, provided that Landlord may, without waiving any claim for damages on account of such breach, cure any such default, prior to the expiration of any applicable cure period, but after notice to Tenant, if the curing of such default prior to the expiration of said period is reasonably necessary to protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property.

30. LANDLORD'S LIABILITY. Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed by Tenant that there shall be no personal liability on Landlord or its estates, trusts, fiduciaries and agents, nor on any successors, assigns, heirs, beneficiaries or personal representatives thereof, in respect of any covenants, conditions or

provisions of this Lease. In the event of any breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of Tenant's remedies.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first set forth above.

Signed, Sealed and Delivered in presence of:

TOWN OF TRUMBULL:

By: _____

Its:

TRUMBULL BOARD OF EDUCATION:

By: _____

Its:

TLC:

By: _____

Its:

LETTER OF UNDERSTANDING

November 26, 2012

Hon. Timothy M. Herbst, First Selectman
Town of Trumbull
Town Hall
5866 Main Street
Trumbull, CT 06611

Mr. Ralph Iassogna
Superintendent of Schools
Education Department Administration
6254 Main Street
Trumbull, CT 06611

Kenneth McCabe, Executive Director
Trumbull Loves Children, Inc.
P.O. Box 162
Trumbull, CT 06611

Re: TLC Expansion on Daniels Farm School Campus

Gentlemen:

This letter of understanding serves to document the agreement among the above named parties: the Town of Trumbull ("Town"), the Trumbull Public Schools ("Board of Education"), and Trumbull Loves Children, Inc. ("TLC") (collectively, the "Parties") with regard to expansion of space and construction by TLC on the Daniels Farm School ("DFS") campus. TLC currently owns portable classroom space and operates programs in that portable classroom space on the DFS campus. TLC desires to expand its program offering and space, and it desires to construct additional space adjacent to its portable classroom space on the DFS campus. The Town and Board of Education by Mr. Herbst and Mr. Iassogna, are in agreement, as TLC provides an invaluable benefit to the Town. By signing this letter, the Parties agree to the following terms:

1. TLC will, at its discretion, build additional space on the DFS campus ("new building") adjacent to its portable classroom space; TLC is not under any obligation to undertake construction of the new building.
2. Construction of the new building will be at TLC's expense.

3. TLC will use its best efforts so that construction does not interfere with public school classes and student activities during normal school hours.
4. The new building design and layout will be determined exclusively by TLC, subject to Department of Public Health requirements for the business TLC is in and provides and subject to available ground adjacent to the TLC portable classroom space; the new building need not be portable classroom space. TLC agrees that the building design will be consistent in appearance with new school buildings, and it agrees to provide the design plans to the Town for review.
5. TLC may construct a fenced playground adjacent to the new building (as a playground is required for TLC's license), the use of which will be exclusive to TLC. Said playground may have a canopy over it.
6. TLC agrees that the new building will not reduce in size or infringe on the baseball fields behind DFS.
7. TLC agrees to advise the Town, Board of Education and DFS school principal routinely about progress and construction of the new building.
8. New building construction can commence immediately.
9. The Town and Board of Education will cooperate fully and promptly in providing any documents or signatures required by the Town or State regulatory and/or licensing agencies and/or financial institutions as they relate to matters including, but not limited to, the construction, inspections, licensing, permitting or financing of the new building.
10. The new building will be owned by TLC and for the exclusive use by TLC. The Town will continue to own the ground upon which the new building will be built. As such, TLC will be responsible for all building maintenance, utilities and custodial expenses for the new building; TLC will be permitted to maintain a separate entrance to the new building for use exclusively by TLC; TLC employees and patrons will have free access to the new building for TLC related matters including, but not limited to, classroom, child care, administrative and corporate offices.
11. TLC will be permitted to display reasonable signage on the new building.
12. The Town and Board of Education grant TLC a ground lease for the land on which the new building will be constructed. Said ground lease will be for a term of thirty four (34) years, which equals the remaining term of the Memorandum of Understanding among the Parties, as amended in the First Amendment to

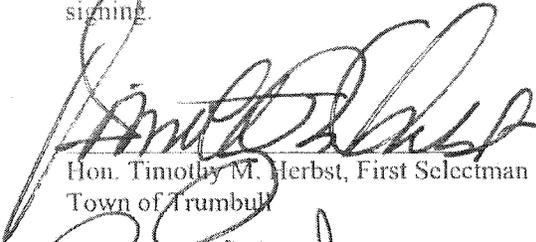
Memorandum of Understanding, or for as many years as TLC remains in operation in Trumbull, (irrespective of whether TLC continues to operate in any of the six classroom spaces in Trumbull Public School buildings), whichever is longer; and said ground lease will be renewable thereafter.

13. TLC agrees that the ground lease is not assignable without the prior written agreement of the Town and Board of Education; however, TLC may encumber the ground lease for the new building's construction financing, and by signing this document, the Town and Board of Education hereby authorize the assignment of the ground lease for TLC's purposes of obtaining financing.
14. TLC will install at its expense a parking lot for ten (10) or more vehicles adjacent to the existing portable classroom space and/or the new building; in doing so, TLC relieves the Town of its obligation to install at its expense a parking lot for a minimum of 10 vehicles adjacent to the TLC portable classroom space at DFS as agreed to in the October 4, 2004 Letter of Understanding paragraph 6 among the Parties; it is agreed that the payment for and construction of said parking lot by TLC is full consideration for the ground lease for the new building for the full term of said ground lease; TLC is under no obligation to install said parking lot unless it constructs the new building. The Town remains obligated to do so under the October 4, 2004 Letter of Understanding if TLC does not build the new building and parking lot; In either circumstance, the Town will maintain the new parking lot and keep it reasonably free and clear of snow and ice at no additional expense to TLC.
15. TLC will have exclusive use of the new parking spaces during its normal hours of operation, and TLC may install signs to indicate the same.
16. In the event that TLC permanently ceases to operate in Trumbull, TLC will be permitted one year or as much more time as is reasonably necessary thereafter to vacate the new building, but at no time will TLC be required to vacate the building prior to September 30, 2042. In the event that TLC permanently ceases to operate in Trumbull, the Town will reimburse TLC for the new building at the following price (that scales down over the term of the ground lease):
 - a. If during 2013 through 2017 \$525,500;
 - b. If during 2018 through 2022 \$432,000;
 - c. If during 2023 through 2027 \$338,000;
 - d. If during 2028 through 2032 \$261,000;
 - e. If during 2033 through 2043 \$100,000;
 - f. If any time after 2043, \$100,000 or the fair market value of the building, whichever is less.

These funds are to be paid first to satisfy any outstanding balance due to the lender who financed the construction of the new building and has at such time of reimbursement by the town a mortgage or other security interest for such financing.

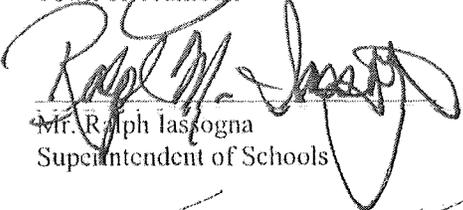
17. The Parties agree to cooperate and work as expeditiously as possible to achieve all of the above terms and necessary acts incident to TLC's construction of the new building and new parking spaces.
18. Nothing in this Agreement is intended to change the rights and obligations of the Parties of the Memorandum of Understanding of October 1994, the First Amendment to Memorandum of Understanding of July 2004 or the Second Amendment to Memorandum of Understanding of even date herewith.

IN WITNESS WHEREOF, the Parties hereto execute this **LETTER OF UNDERSTANDING** as of the Effective Date and warrant their authority to bind the respective entity for which he is signing.



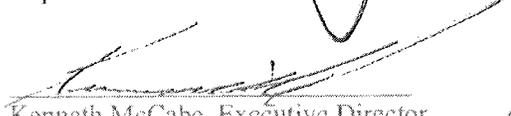
Hon. Timothy M. Herbst, First Selectman
Town of Trumbull

11-28-12
date:



Mr. Ralph Iasogna
Superintendent of Schools

11/28/12
date:



Kenneth McCabe, Executive Director
Trumbull Loves Children, Inc.

11/28/12
date:

**HUMAN RESOURCES
CIVIL SERVICE
DEPARTMENT**

H. JAMES HASELKAMP JR



Town Hall
5866 Main Street
Trumbull, Connecticut 06611

Director of Labor Relations
203.452.5031
Fax: 203.452.3856
jhaselkamp@trumbull-ct.gov

Memorandum

To: Town Council Members
Fr: H. James Haselkamp, Jr., Director of Labor Relations
Re: Contract Settlement MATE Union (Clerical)
Dt: April 23, 2014

Below is a summary of the material components of the settlement reached with the UPSEU, Local 424, Unit 7 (MATE)

1. Duration: 7/1/2013 – 6/30/2017
2. Wages – as follows:
 - 7/1/13 – 0%
 - 7/1/14 – 2.25%
 - 7/1/15 – 2.5%
 - 7/1/16 – 2.5%
3. Health Insurance:
 - a. Existing Century Preferred PPO plan is replaced with a Comp Mix Plan:
 - i. Comp Mix Plan effective 7/1/14 with the same plan design as the UPSEU supervisors. (MATHAS) with the exception of Diagnostic lab and xray which will have \$20 copay
 - ii. Deductibles and Co-insurance:
 1. Current – None
 2. New - \$500/\$1000 annual deductible
 - a. 20% coinsurance after deductible after deductible
 - b. Cost share maximum of \$1500/\$3000
 - c.

<u>CoPays</u>	<u>Current</u>	<u>New</u>
Office Visit	\$15	\$20
Inpat. Hospital	\$100	Deductible

**HUMAN RESOURCES
CIVIL SERVICE
DEPARTMENT**

H. JAMES HASELKAMP JR

Town Hall
5866 Main Street
Trumbull, Connecticut 06611

Director of Labor Relations
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Fax: 203.452.3856
jhaselkamp@trumbull-ct.gov

<u>CoPays</u>	<u>Current</u>	<u>New</u>
Outpat. Sur.	\$0	Deductible
ER	\$75	\$100
Urgent Care	\$50	\$75
High Cost Diag	\$0	\$75
Preventative	\$0	\$0

- b. Effective July 1, 2014, the payment for waiving coverage will be discontinued except those currently receiving the payout will be grandfathered.
- c. Premium Share: (Employee Cost Sharing, Currently 11%)
7/1/14 – 10%
7/1/15 – 11%
7/1/16 – 12%

4. Pension:

Employee contributions to the pension plan shall increase to the following percentages, effective on the dates below:

7/1/13 – 5.0% Current
7/1/14 – 5.5%
7/1/15 – 6.0%

Employees hired before November 1, 2013 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan) **Section 13.1 above**.

Employees hired on or after November 1, 2013, shall not be eligible to participate in the Town Defined Benefit Pension Plan; rather they shall be eligible to participate in the Town Defined Contribution Retirement Plan

(Defined Contribution Plan). The Town will contribute in the Defined Contribution Plan seven percent (7%) of the employee's annual salary.

- Employee participation is mandatory
- Effective upon hire, no waiting period
- Employees must contribute a minimum of seven percent (7%).
- Vesting of Employer contributions

Year 1 = 20%

**HUMAN RESOURCES
CIVIL SERVICE
DEPARTMENT**

H. JAMES HASELKAMP JR

Town Hall
5866 Main Street
Trumbull, Connecticut 06611

Director of Labor Relations
203.452.5031
Fax: 203.452.3856
jhaselkamp@trumbull-ct.gov

Year 2 = 40%
Year 3 = 60%
Year 4 = 80%
Year 5 = 100%

- No Personal Loans
- Normal Retirement Age 62
- All other terms as per the Town's DC Plan dated 2-15-2012

5. Miscellaneous:

- a. Disability – STD benefit begins after employees accrued sick leave is exhausted except employees may retain a certain number of accrued sick days, as follows: employees hired prior to 11/1/13 may keep 60 sick days. Employees hired on or after 11/1/13 may keep 30 days.
- b. Shift differential increased by \$.10 to \$.75 per hour effective 7/1/13.
- c. Administrative Assistant in Detective Bureau increased to 40 hours.
- d. Custodian and Engineer Aide/Rodperson move up one pay level provided the parties agree on additional job responsibilities in job description.
- e. Funeral leave: add step parent and step child to coverage.
- f. Effective upon ratification life insurance increased from \$25,000 to \$30,000.
- g. Those employees hired after November 1, 2013 shall only be eligible to receive pay for up to 15 days of sick upon retirement. Currently pay out 30 days.

TOWN OF TRUMBULL

AND

UPSEU, LOCAL 424, UNIT-7 (MATE)

JULY 1, 2013 – JUNE 30, 2017

AGREEMENT

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PREAMBLE

It is the purpose of this Agreement to promote harmonious relationships between the Town of Trumbull, Connecticut and its employees in order that more efficient and progressive public service shall be rendered to the citizens of Trumbull.

ARTICLE 1 RECOGNITION

Section 1.1 - The Town of Trumbull (hereinafter sometimes referred to as the "Town") agrees to recognize the United Public Service Employees Union ("UPSEU"), Local 424, Unit-7 (hereinafter referred to sometimes as the "Union") as the sole and exclusive bargaining agent of all classified, salaried employees as defined in Article 1, Section 2 hereof.

Section 1.2 - For purposes of this Agreement, the term employee as used herein shall apply to and include all classified, salaried employees scheduled to work twenty hours or more including: custodians; employees of the Planning and Zoning Department; Finance Department; Town Clerk's Office; Building Department; Engineering Department; Library; Purchasing Department; Assessor's Office; ; Sewer Department; Civil Service Department; Emergency Medical Service; Counseling Center; Technology Administrator; Social Services Department; Tax Collector's Office; Insurance Coordinator; Information Clerk; ; Police Department civilian employees including clerical; police dispatchers; and mechanics ; Fire Marshal Department clerical; Recreation Department clerical; and Golf course mechanic and greensmen; but shall exclude all temporary and part-time employees, and supervisory employees with the authority to hire, promote, discharge, discipline or otherwise affect changes in the status of employees or effectively recommend such action and shall exclude such other employees as have been excluded by the State Board of Labor Relations in its respective certifications (ME-2982, dated March 19, 1975, ME-3048 dated April 1, 1975, ME-12,593 dated March 15, 1990, (CSBLR Decision No. 3422) and ME-24,670 (CSBLR Decision No. 3988).

ARTICLE 2 AGENCY FEES AND DUES CHECK OFF

Section 2.1 - All employees shall, as a condition of employment, be required to become members of the Union or pay an agency/service fee as required by law, within thirty (30) days from the date of hire.

Section 2.2 -The Town agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card a sum certified in writing by the Union as union dues or service fees. Such deductions shall be made weekly from the payroll and the total deduction so made shall be mailed monthly to Local Treasurer of UPSEU Local 424-Unit 7 MATE, office. Such deductions shall continue for the duration of this Agreement.

Section 2.3 - The Union agrees to hold the Town harmless against any claims arising out of, and under the provisions of Section 2.2 above.

ARTICLE 3 VACATION LEAVE

Section 3.1 - Vacations shall be calculated on an anniversary date basis.

Section 3.2 - All full-time employees shall be granted annual vacation leave as follows:

1 but less than 5 complete years of service	10 days
5 but less than 10 complete years of service	15 days
10 but less than 20 complete years of service	20 days
more than 20 complete years of service	25 days

Vacation leave shall be prorated for any partial years of employment.

Section 3.3 - An employee who leaves the employ of the Town for any reason will be paid all earned vacation, provided said employee gives the Town two (2) weeks written notice of leaving Town employment. In the event that an employee is entitled to vacation leave at the time of his/her retirement, termination, or death, he/she or his/her spouse, as the case may be, shall receive one (1) week's pay for each week of unused vacation leave. In the event that an employee should die and is not survived by a spouse, such payment in lieu of unused vacation leave shall be paid to the employee's heirs or estate.

Section 3.4 - If a holiday falls within an employee's vacation period, he/she shall be entitled to one (1) additional day of vacation.

Section 3.5 - Permanent employees who regularly work twenty (20) or more hours shall be entitled to pro-rata vacation based on their scheduled work week.

Section 3.6 - Voluntary accumulation of two weeks of vacation or three weeks of vacation with those employees with ten or more years of service may be allowed with the approval of the department head. Accumulated time must be used the following year.

ARTICLE 4 SICK LEAVE

Section 4.1 - Full-time permanent employees shall be granted paid sick leave, to be used for bona fide illness or injury only on the basis of one day per month and such sick leave may be accumulated up to 180 days; provided, however, employees who as of October 1, 2005 have accumulated in excess of 180 days may continue to accumulate up to that amount accrued as of October 1, 2005, as they utilize sick leave during the year, unless the accumulation drops to 180 days, or below, then 180 shall become the maximum accumulation. Employees may use sick leave up to five (5) days per year for the

illness/injury of a child under the age of 18 or a spouse.

Section 4.2 - Employees may be required to present a doctor's certificate for absences due to illness of four (4) consecutive work days or more. Certificates should be attached to the appropriate work record sheet. In the event of excessive absenteeism, an employee may be required to provide a doctor's note for each absence, and at the Town's discretion submit to a physical examination given by a doctor of the Town's choosing.

Section 4.3 - Sick leave shall not be granted in advance of its having been earned.

Section 4.4 - No employee on paid sick leave from the Town shall engage in any other employment until he/she has returned to work for the Town. The First Selectman may waive, in writing, this section in cases of hardship.

Section 4.5 - If a holiday falls within an employee's paid sick leave period, such employee's sick leave account shall not be charged for that holiday, but the employee shall be paid for the holiday at his/her regular rate of compensation.

Section 4.6 - Any employee hired on or prior to September 30, 2005 who terminates his/her employment with the Town following his/her early retirement date, as defined in Section 11.1 of the "Town of Trumbull Retirement Plan", adopted April 12, 1976, shall be eligible to receive payment for unused, accumulated sick leave. Such payment shall be made at the wage rate in effect on January 1 of the year in which the sick days were accumulated, up to a maximum of sixty (60) days.

If an employee has accumulated more than sixty (60) days, he/she will be eligible for payment, as set forth above, for the sixty (60) days most recently accumulated. In the event that an employee dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive said payment.

Employees hired on or after October 1, 2005 shall receive payment of only up to a maximum of thirty (30) days. Employees hired after November 1, 2013 shall be eligible to receive pay for up to fifteen (15) days of sick leave subject to the employee retiring under Section 4.6.

ARTICLE 5 OVERTIME

Section 5.1 - Payment for hours actually worked over eight (8) in any work day and hours actually worked over forty (40) in any week shall be made at one and one-half (1-1/2) times the hourly rate of the employee except those employees who may be exempted under the federal Fair Labor Standards Act.

Section 5.2 - Except where Saturday is part of the regular work schedule, payment for time worked on Saturday shall be at one and one-half times the employee's hourly rate. If an employee is regularly scheduled to work on Saturday, the Union must be so notified in writing.

Section 5.3 - Except where Sunday is part of the regular work schedule, payment for time worked on Sunday shall be at two (2) times the employee's hourly rate. If an employee is regularly scheduled to work on Sunday, the Union must be so notified in writing.

Section 5.4 - Employees shall be required to work overtime in emergency situations. Any order-in within a department shall be by inverse seniority. When a vacant bargaining unit dispatch shift occurs and there are no sworn personnel available on the shift on a straight time basis, then the civilian dispatchers will be called in to cover such overtime shift. Hours will be calculated on a calendar year basis. The eligible dispatcher with the lowest hours will be contacted first. If two dispatchers have identical number of overtime hours, seniority shall prevail. If a dispatcher refuses overtime, he/she will be charged with such hours. If no contact is made, the dispatcher will not be charged. Once called, a dispatcher will have 15 minutes to respond, then the next dispatcher will be called. Each dispatcher will provide a single phone number to be called. Matron hours will be included in the calculation. Dispatchers off sick during their normal shift will not be eligible for overtime for 24 hours from when they would have reported to work.

Section 5.5 - Compensatory time may be substituted for overtime payment upon mutual agreement of the employee and his/her department head. Employees shall use compensatory time within thirty calendar days or it will be paid at the appropriate rate. The First Selectman may extend the thirty-day requirement for appropriate reasons.

The amount of compensatory time due shall be computed as follows:

- 1) One and one-half (1-1/2) hours for each hour actually worked over eight (8) hours in any work day and forty (40) hours in any week;
- 2) One and one-half (1-1/2) hours for each hour worked on Saturday, except where Saturday is part of the regular work schedule;
- 3) Two (2) hours for each hour worked on Sundays, except where Sunday is part of the regular work schedule;
- 4) Two (2) hours for each hour worked on holidays. In addition, the employee shall receive his/her regular holiday pay.

ARTICLE 6 FUNERAL LEAVE

Section 6.1 - Each full-time permanent employee shall be granted five (5) working days

with pay for attendance at the funeral of the employee's spouse, child, stepchild, stepparent, mother or father.

Section 6.2 - Each full-time permanent employee shall be granted three (3) working days with pay for attendance at the funeral of the employee's sister, brother, current mother-in-law, current father-in-law, current daughter-in-law, or current son-in-law.

Section 6.3 - Each full-time permanent employee shall be granted one (1) working day with pay for attendance at the funeral of the employee's grandmother, grandfather, grandchild, niece, nephew, aunt, uncle, or current sister-in-law, or current brother-in-law.

ARTICLE 7 PERSONAL LEAVE

Section 7.1 -

Absences with pay up to two (2) days per calendar years to conduct personal business shall be granted providing it does not interfere with the operation of the department. Personal days may be added to the vacation period.

Personal days shall be prorated during the first year of employment. Full time employees hired prior to June 30 of a given calendar year are entitled to two (2) personal days at the conclusion of their probationary period. Full time employees hired after June 30 in a given calendar year are entitled to one (1) personal day upon the completion of their probationary period. Such employees are then entitled to two (2) personal days on January 1 of the following calendar year. Probationary, seasonal, temporary, and part time employees shall not be eligible for personal leave.

ARTICLE 8 JURY DUTY

Section 8.1 - A full-time permanent employee required to be absent for compulsory jury duty shall receive his/her basic salary provided he/she returns to the Town any payment he/she shall receive for such service from other sources and provided:

- a) Such employee shall notify the department head immediately upon receipt of the jury duty questionnaire for consultation on his/her availability;
- b) Such employee shall notify the department head immediately upon receiving a call to jury duty; and
- c) If an employee is excused from jury duty with 4 or more hours remaining in the work day, the employee shall report to work.

**ARTICLE 9
MILITARY LEAVE**

Section 9.1 - Any full-time permanent employee who serves in the Armed Forces Reserve Training Program or the State National Guard shall be granted leave with pay for fulfilling his/her duty obligation up to a maximum of fifteen (15) days per year. The combination of pay from the military and the Town shall not exceed the employee's regular base salary.

**ARTICLE 10
HOLIDAYS**

Section 10.1 - For full-time permanent and probationary employees, there shall be 13 recognized holidays as follows:

New Year's Day	Independence Day
Labor Day	Columbus Day
President's Day	Good Friday
Veterans' Day	Memorial Day
Thanksgiving Day and Day After	Christmas Day
	Martin Luther King's Birthday

Plus a floating holiday to be established annually by the First Selectman.

Section 10.2 - Whenever a legal holiday falls on a Saturday, the previous Friday shall be granted. If a holiday falls on Sunday, the following Monday shall be granted.

Section 10.3 - Whenever an employee is required to work on a holiday recognized in this Agreement, compensation shall be at two (2) times the regular rate of pay, except when the provisions of Article 5, Section 5.5(4), supra, are invoked. In addition, the employee shall receive his/her regular holiday pay.

**ARTICLE 11
EXTENDED SICK LEAVE OF ABSENCE**

Section 11.1 - In the event a full-time permanent employee is ill or disabled and has exhausted all his/her accumulated sick leave an extended leave of absence without pay may be granted for a period not to exceed one hundred and eighty (180) calendar days from the date his/her sick leave is exhausted. Determinations with regard to reinstatement of service date for employees whose absence extends beyond the aforementioned one hundred and eighty (180) calendar days will be made by the appointing authority.

Section 11.2 - Employees on sick leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period.

Section 11.3 - Employees on sick leave of absence for any period exceeding thirty (30) days may maintain their pension and insurance benefits during said leave. Such continuation of benefits is contingent upon the employee requesting in writing, in advance, the specific benefits to be continued, and paying to the Town in advance on a monthly basis the cost of said benefits. An employee's rights, if any, under the Family and Medical Leave Act shall be in addition to the foregoing.

ARTICLE 12 PERSONAL LEAVE OF ABSENCE

Section 12.1 - Leaves of absence without pay may be granted for up to one hundred eighty (180) calendar days with the prior approval of the First Selectman.

Section 12.2 - Personal leave of absence shall not be granted for taking or seeking other employment.

Section 12.3 - Employees on personal leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period.

Section 12.4 - Employees on personal leave of absence for any period exceeding thirty (30) days may maintain their pension and insurance benefits during said leave. Such continuation of benefits is contingent upon the employee requesting in writing, in advance, the specific benefits to be continued and paying to the Town in advance on a monthly basis the cost of said benefits.

ARTICLE 13 PENSION PLAN

Section 13.1 - Benefits under the Pension Plan of the Town of Trumbull shall be as negotiated between the Town and the Union under a separate collective bargaining agreement. If the Town and any other Town bargaining unit, which is a party to the Town Pension Agreement, open pension negotiations, then the parties shall commence negotiations as well.

, Effective July 1, 2012, employees shall continue to contribute five percent (5.0%).
Effective July 1, 2014, employees shall contribute five and a half percent (5.5%).
Effective July 1, 2015, employee shall contribute six percent (6%).

Employees hired before November 1, 2013 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan) Section 13.1 above. Employees hired on or after November 1, 2013, shall not be eligible to participate in the Town Defined Benefit Pension Plan; rather they shall be eligible to participate in the Town Defined Contribution Retirement Plan (Defined Contribution Plan). The Town will

contribute in the Defined Contribution Plan seven percent (7%) of the employee's annual salary.

- Employee participation is mandatory
- Employees must contribute a minimum of seven percent (7%).
- Vesting of Employer contributions shall be as follows:

Year 1 = 20%

Year 2 = 40%

Year 3 = 60%

Year 4 = 80%

Year 5 = 100%

- No Personal Loans
- Normal Retirement Age 62
- All other terms as per the Town's DC Plan dated 2-15-2012 except employee and town contributions shall start upon hire.

The Town will provide the union with at least one hundred twenty (120) days' notice of any change to the plan administrator and allow the union the opportunity to discuss the change.

ARTICLE 14 UNION ACTIVITIES

Section 14.1 - Reasonable time off shall be granted to not more than three (3) employees of the negotiating committee for purposes of negotiating a contract when such meetings take place during normal working hours and operations are not hampered.

Section 14.2 - Union officers, or if said officers are unavailable, their duly appointed alternates, shall be allowed a reasonable time off for processing Union grievances or attending to other Union business without loss of pay, provided that such time off is recorded on the employee's time record. When processing grievances, Union officers or their duly appointed alternates shall notify their supervisor before conducting Union business, and shall notify their supervisor when they have completed their Union business. Before contacting the aggrieved employee, they shall obtain the permission of the department supervisor. Said permission shall not be unreasonably withheld.

Section 14.3 – Up to three (3) members of the Union may be granted leaves of absence from duty without pay to attend conventions, or other Union business provided said employee shall not be entitled to reimbursement by the Town for any expenses incurred in connection therewith.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 15.1 - In the event that a difference arises between the Town , the Union or any employee concerning the interpretation, application, or compliance with the provisions of this Agreement, an earnest effort will be made to resolve such difference in accordance with the following procedures, which must be followed. This procedure is established to permit prompt discussion and resolution of employee grievances and shall be the sole means of resolving disputes between the Town and the Union.

Section 15.2 - Grievances shall be processed according to the following steps:

a) Any Employee having a grievance shall present such grievance verbally to his/her supervisor with or without his/her Union representative within five (5) working days of the grievance occurrence. In the event the grievance cannot be satisfactorily settled by his/her supervisor and/or his/her Union representative within three (3) working days from the time it was presented, the grievance shall be submitted by the Union to the next step.

b) The Union shall submit such detailed grievance in writing to the supervisor, setting forth the nature of the grievance. Within five (5) working days after said supervisor receives such grievance, he/she shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving said grievance.

c) If such grievance is not resolved to the satisfaction of the Union by the Supervisor within seven (7) working days after such meeting, the Union may present such grievance in writing within seven (7) working days thereafter to the First Selectman. Within nine (9) working days after the First Selectman receives such grievance, then he/she or his/her designated representative shall arrange to, and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

d) If the grievance is not resolved to the satisfaction of the Union by the First Selectman or his/her designated representative within seven (7) working days after such meeting, the Union may, within ten (10) working days thereafter, submit the dispute to the Connecticut State Board of Mediation and Arbitration, to provide arbitration service, and shall simultaneously notify the Town that it has submitted the grievance to arbitration. The decision of the arbitration panel shall be final and binding on both parties.

Section 15.3 - Steps 1 and/or 2 of the grievance procedure and the time limits therein may be waived by mutual agreement of the parties.

Section 15.4 - Each party shall be liable for its own share of expense, and any general expense of the arbitration not applicable to either party shall be mutually shared by both parties.

Section 15.5 - The arbitrator shall have no right to amend, alter, add to or subtract from the terms of this Agreement.

Section 15.6 - The mediation services of the State Board of Mediation and Arbitration may be utilized at anytime both parties so desire.

Section 15.7 - Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure provided the other party is notified in advance.

Section 15.8 - Employees and the Union shall have the right and choice of a representative whenever desired by either the individual employee or the Union at their own expense. The Town shall have the right and choice of a representative whenever desired at its own expense.

Section 15.9 - By mutual agreement, the parties may agree to extend the time limits on this procedure. Such agreement shall be reduced to writing and signed by the parties.

ARTICLE 16 BULLETIN BOARDS

Section 16.1 - The Town shall supply one (1) bulletin board in each major facility where Union members are located, each location subject to the approval of the Town, and the use of said bulletin boards shall be limited to official Union business.

Section 16.2 - The Union agrees to furnish the Town with a copy of posting twenty-four (24) hours in advance of the date of posting, wherever practical.

ARTICLE 17 LONGEVITY PAY

Section 17.1 - Longevity pay shall be as follows:

- (a) Ten (10) years of service \$200
- (b) Fifteen (15) years of service \$425
- (c) Years of service shall be based upon and computed from the individual member's date of continuous employment with the Town.

Employees hired on or after October 1, 1999 shall not be eligible for longevity pay.

Section 17.2 - Longevity payments shall be made on the first pay date in December. In the event an employee in good standing terminates his/her employment prior to the pay date but is eligible for longevity, the employee, surviving spouse, or his/her estate, as the case may be, shall receive the payment on the first pay date in December.

**ARTICLE 18
MISCELLANEOUS**

Section 18.1 - The Town shall provide uniforms to new civilian members of the Police Department in accordance with the following list:

- three (3) summer shirts
- three (3) pairs of slacks
- three (3) winter shirts
- one (1) pair of shoes
- one (1) sweater
- one (1) tie.

The Town shall replace the above items on an as needed basis.

Section 18.2 - The Town shall provide to those employees required to wear safety shoes and/or protective equipment a voucher annually in the amount of \$150.00 to be redeemed at suppliers designated by the Town for the purpose of obtaining safety shoes and/or protective equipment.

Section 18.3 - All information on employee transfers, promotions, or job changes shall be furnished to the Union. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee. The Town shall provide the Union copies of all bargaining unit job descriptions on or before July 1st of each year.

Section 18.4 - The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment. The Town shall also furnish all employees with copies of the Pension and Medical Plans.

Section 18.5 - If an Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the remaining provisions of this Agreement.

Section 18.6 - There shall be no alteration, variation, nor amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement which alters, varies or amends the conditions of this Agreement must be approved by the Union membership and the Town Council in order to become effective.

Section 18.7 - If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 18.8 - When an employee is required to use his/her own vehicle to perform Town business, he/she shall be reimbursed at the current IRS rate.

Section 18.9 - The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union Business Representative will report to the Department Head before talking to bargaining unit members.

Section 18.10 - Any employee who is required by the Town to attend any training or conferences shall be reimbursed for enrollment fees, meals (where applicable), travel, and lodging (where applicable) in accordance with current Town policy.

Section 18.11 – If Town Hall is closed due to a storm, essential town employees who are required to work will be paid time and a half their regular rate for all hours worked when Town Hall is closed.

ARTICLE 19 PRIOR BENEFITS AND PRACTICES

Section 19.1 - Any job benefits or work practices existing prior to the date of this Agreement, which were the subject of any written memoranda or directives issued by the Town and which are not specifically provided for or abridged in this Agreement are hereby protected by this contract. This provision shall not preclude the right of the Town to make reasonable changes in such work practices and job benefits, provided that no such change will be made for the purpose of undermining the Union; and provided that the Town will give reasonable notice to the Union in advance of implementing such change. The Union may within five (5) working days of such notice request a meeting with the Town for the purpose of discussing such change.

ARTICLE 20 PROBATIONARY, TEMPORARY & PART-TIME EMPLOYEES

Section 20.1 - There shall be a working test period for new hires which shall be an extension of the Civil Service examination process; therefore, a determination of unsatisfactory performance during a working test period shall be tantamount to a failure of the competitive examination during which period the employee may be terminated with or without cause and without recourse to the grievance procedure. The working test period shall be ninety (90) calendar days in duration.

The working test period set forth above shall be counted as part of the employee's seniority after the employee is considered permanent.

Section 20.2 - A temporary employee is one who:

- a) is hired for seasonal work whose duration of continuous employment shall not exceed 120 days; or

b) is hired on a provisional basis whose duration of continuous employment shall not exceed 90 days; or

c) is hired on a substitute basis, to replace an employee on a leave of absence or on a workers' disability leave, whose duration of continuous employment shall not exceed six (6) months.

The above shall not be used to undermine the Union.

Section 20.3 - A part-time employee is one who is hired to work a regular schedule of less than twenty (20) hours per week. Said part-timers shall not be used to undermine the Union.

ARTICLE 21 SENIORITY

Section 21.1 - An employee's seniority shall be determined by the length of continuous service with the Town from the day the employee started work on a full-time basis (completion of the probationary period as defined in Section 20.1) and shall accumulate from that time for the duration of employment.

Section 21.2 - An employee shall lose his/her seniority if he/she:

- a) quits, resigns, or is discharged for cause;
- b) is absent from work for five (5) consecutive days without notifying his/her supervisor or without satisfactory reason;
- c) exceeds a leave of absence without satisfactory reason or explanation;
- d) fails to report to work from layoff within ten (10) working days after receipt of notice of recall by registered mail. For purposes of compliance, the Town may rely on the last address furnished to it by the employee. Extenuating circumstances shall be considered when applying this section;
- e) accepts employment elsewhere while on leave of absence;
- f) fails to return from a maternity leave.

Section 21.3 - The Town shall prepare a list of employees represented by the Union showing their time of service with the Town, their classification, rate of pay, increment step and deliver same, upon request once each year to the Union. When a new employee has been placed on the payroll, the Town shall apprise the Union, in writing, of the name, date of hire, job classification, and rate of pay of the employee within two weeks of hire.

Section 21.4 - If a reduction in the number of employees is required, employees with the least seniority in the same wage grade will be laid off first. An employee, designated for layoff, shall therefore have the right to replace the least senior employee in the same wage grade, providing he/she can perform the job. If the employee cannot perform that job, he/she may replace a less senior employee in a lower wage grade, provided he/she can perform the job. An employee shall retain his/her seniority status and right to recall for two (2) years following the date of layoff. Seniority shall accrue during this Period in which the employee has recall rights.

Although there may be less senior employees in a lower wage grade, some of these less senior employees in certain departments have the identical jobs, job descriptions labor grade, and wage groups. If a laid off employee chooses to bump into a position which is held by more than one person in that department, then the least senior of those employees should be laid off (bumped) first.

The salary of the bumping employee shall be at the same step level as the wage grade as the bumping employee was in the eliminated position.

Section 21.5 - A recalled employee shall have the right to any open position in the bargaining unit, providing he/she is qualified to perform the work available and such position carries the same or lesser wage grade of the position for which he/she was laid off. If the employee refuses an opening in the position from which he/she was laid off, he/she shall lose his/her right to further recall, and such action shall be construed as his/her resignation.

Section 21.6 - Employees shall be given at least two (2) weeks notice that they are to be laid off and shall receive two (2) weeks severance pay. Severance shall only be paid once per employee within a one year period.

Section 21.7 - No employee shall be permanently transferred to a position outside of the bargaining unit without the employee's agreement, but this shall not preclude layoff of the employee.

Section 21.8 - Any laid off employee shall not be entitled to any benefits while in layoff status, unless said employee becomes entitled to retire during their period of recall, in which case the employee shall be entitled to retire pursuant to the collective bargaining agreement.

Section 21.9 - An employee who is appointed to a position in the unit and is presently employed by the Town in a capacity outside the bargaining unit shall begin employment at the wage step commensurate with his/her years of service with the Town. For purposes of layoff, bargaining unit seniority shall control.

Section 21.10 – The Town will provide a copy of the eligibility list for each union position.

**ARTICLE 22
JOB CLASSIFICATIONS**

Section 22.1 - Schedules showing the bargaining unit positions and their wage groups for the period from July 1, 2013 through June 30, 2017 shall be attached hereto and made a part of this Agreement as Appendix B.

Section 22.2 - All new employees shall be placed on the first step of the wage schedule within the wage group for their position.

Section 22.3 - Employees promoted as the result of a Civil Service examination shall be placed on the step in the higher classification that is closest to, but not less than 4.3% higher than their current rate of pay.

Section 22.4 - All requests for changes in job classifications must be placed in writing and given to the employee's department head. Said request shall be evaluated to determine if a significant change in duties has occurred during the life of this Agreement. If such a change has occurred, the position shall be evaluated by the Town. The Town shall then meet with the Union to negotiate the impact, if any.

**ARTICLE 23
RESIDENCY**

Section 23.1 - Members of the bargaining unit shall not be required to be residents of the Town of Trumbull for purposes of maintaining their employment.

**ARTICLE 24
CALLBACK PAY**

Section 24.1 - Any employee who is called back to perform work after the regular work day shall be guaranteed a minimum of no less than three (3) hours of work or pay at the current applicable premium hourly rate.

**ARTICLE 25
DISCIPLINARY PROCEDURES/PERSONNEL RECORDS**

Section 25.1 - All members of the bargaining unit shall have the right to Union representation, if they choose, whenever any department head requires such members to attend any conference which could result in disciplinary action against them.

Section 25.2 - Any disciplinary action, including discharge, may be appealed through the Grievance Procedure of this Agreement. Such appeal shall be at the next higher step of the disciplinary authority.

Section 25.3 - No employee shall be discharged or otherwise disciplined without just cause. All disciplinary action, including discharge shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is applied.

Section 25.4 - The service record of an employee disciplined under the provisions of this article shall not be used for purposes of progressive discipline in any future discipline or personnel matters after one (1) year for warnings and two (2) years for suspensions if they have not been disciplined for the same offense during that period of time.

Section 25.5 - Each employee shall have the right to review his/her personnel file upon request with the personnel manager. The Town shall provide one copy per year to each employee upon request, of the contents of his/her personnel file at no cost to the employee. If an employee disagrees with any item in his/her personnel file, the employee may submit a written reply which shall be attached to the objectionable item. Only disciplinary action which is in the employee's personnel file or of which he/she is otherwise aware, may be used for progressive disciplinary purposes.

Section 25.6 - Each employee upon his/her request will be given copies of any evaluation reports or any other data or documents placed in the employee's personnel file.

ARTICLE 26 WAGES AND BENEFITS

Section 26.1 - The wage schedule shall be attached hereto as Appendix A and made a part hereof.

(a) - Effective July 1, 2013 the wage schedule then currently in effect shall not be increased. %.

(b) - Effective July 1, 2014 the wage schedule then currently in effect shall be increased by 2.25 %

(c) - Effective July 1, 2015 the wage schedule then currently in effect shall be increased by 2.5% %.

(d) - Effective July 1, 2016 the wage schedules then currently in effect shall be increased by 2.5%

Section 26.2 -

Employees not already at the top step shall advance one step on their anniversary date.

Section 26.3 - In addition to the wages in the Schedules attached hereto, any employee whose shift begins after 3:00 p.m. shall receive \$.55 additional pay for all hours worked

on said shift. Effective 7/1/2013, the shift differential shall be increased to \$.75 per hour.

Section 26.4 - Full-time permanent employees and their dependents shall be provided the following types of insurances:

- a) Medical insurance coverage with a \$15 office co-pay, \$75 Emergency Room, \$100 In-patient, in accordance with the plan summary attached as Appendix C; standard Anthem, i.e., commercial, three-tier prescription plan , with the following co-pays: \$5 (generic); \$15 (preferred); \$35 non-preferred; mail-order 2x retail co-pay for a 90-day supply. Effective 7/1/2014, the medical insurance shall change to the Comp Mix plan. A summary of the plan is attached as Appendix C-1 .
- b) Vision Care plan as summarized in Appendix C.
- c) Blue Cross Flexible Dental Plan - (Category 1 - 80%; Category 2 - 80%; Category 3 - 50% plus fifty dollars (\$50.00) deductible;) with an annual maximum of \$2,000 per enrollee. Additionally, individual employees shall be able to purchase for themselves and/or their eligible dependents, at the group rate available to the Town, the Orthodontia Rider available for said plan. Payments for said Rider may be paid for through payroll deduction;
- d) Employees shall contribute effective 7/1/14, ten percent (10%); effective 7/1/15, eleven percent (11%); effective 7/1/16, twelve percent (12%), with no cap, via payroll deduction, toward off the cost of the above insurance. Health coverage shall be effective upon hire and terminate upon separation of employment.
- e) Life insurance - \$25,000.00; effective June 1, 2014, \$30,000,00 of life insurance subject to the terms of the policy. Employees may purchase excess coverage.
- f) Employee Accidental Death and Dismemberment \$25,000.00;
- g) The Town shall provide, at no expense to employees disability insurance which will provide sixty-six and two-third percent (66.66%) replacement income for twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury.

The following shall apply for purposes of the interpretation and application of the above referenced 26.4(g):

- 1. The definition of "disability" shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the Town and from engaging in other gainful employment. Notwithstanding, the employee may earn an amount not to exceed the differential between his/her normal rate of pay and the 66-2/3% salary continuation provided for hereunder.

2. There shall be a fifteen (15) work day waiting period. The work day shall be those days which are the normal work days for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the 15-day period. During the 15-day waiting period, employees may utilize any accrued paid leave such as sick leave, vacation or personal days and/or compensatory time. The STD benefit begins after employees accrued sick leave is exhausted except employees may retain a certain number of accrued sick days, as follows: employees hired prior to 11/1/13 may keep 60 sick days. Employees hired on or after 11/1/13 may keep 30 days.

3. The maximum duration of the disability period shall be 26 weeks. The 26-week period shall begin upon the first work day after the 15 work day waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.

4. The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.

5. In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send the employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employees' physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside a 20 mile radius. If there are no qualified physicians in a given specialty within a 20 mile radius, then the Town's physician shall be located as close to this 20 mile radius as possible. In the event the disabled employee is confined to bed, not ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient's location, provide ambulance or other medical-type transportation.

6. Employees shall be entitled to one disability leave of absence per occurrence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same occurrence needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay for the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

If there is a position available which the employee can perform, and the appropriate physicians agree pursuant to the procedure set forth in paragraph 5, at the

Town's discretion it may require the individual to perform said available work at the applicable rate for that job, and the Town shall pay 2/3rd of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

7. Benefits: Employees out on disability:

A. Shall receive full base pay pension credit. However, the employee on disability must continue to contribute their share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.

B. Employee will not be denied earning normal personal time provided under contract.

C. Employee will continue to accrue vacation time at an adjusted rate of 66-2/3%.

D. The employee will accrue one (1) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave.

8. The employee shall not be entitled to use accumulated sick leave to augment disability pay so that it will equal 100% of employee's base pay.

9. A. Union dues and all other legal deductions shall continue during the disability period.

B. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.

10. Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability. For example, if they were contributing 1% of their annual salary towards medical insurance, they will contribute 1% computed at their disability salary (66.6%). Continuation of insurance hereunder shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.

Section 26.5 - The Town shall provide the insurances listed above provided, however that the Town 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 insurances and provided further that in determining whether or not a plan is "equal to or better than", reliability and reputation for prompt payment shall be considered.

In the event the Union objects to the substitution of a plan for said insurances, then before making such substitution, the Town shall file a written request, with notice to the Union, that the American Arbitration Association hold a hearing and determine whether or not the proposed substitute plan is "equal to or better than" said insurance. The burden of proof shall be on the Town.

Section 26.6 - Upon retirement from the Town of Trumbull, employees may elect to purchase, at their own expense, the medical, hospitalization, vision and prescription coverage then in effect and provided to bargaining unit employees through the Town at the Town's group rate. Employees so electing shall make payment for said insurances in the manner specified by the Town. Employees must be between the ages of sixty-two and sixty-four, inclusive, in order to purchase such benefits. Upon reaching Medicare age the employee shall be entitled to purchase through the Town's group rate Medicare Supplemental insurance and supplemental drug rider.

Section 26.7 - Eligible employees may elect to waive all group health coverage and in lieu thereof, receive a payment annually in accordance with the following schedule: single-\$1,875.00; two-person \$3,700.00; family \$5,000.00.

(a) Payment to those employees waiving health coverage will be made on an annual basis. Notice of intent to elect and re-elect the waiver must be filed with Human Resources/Civil Service Department by June 30th of the previous year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance. Employees must notify Human Resources at least thirty (30) days prior to the first of the month in which medical coverage will resume and are required to return to the Town of Trumbull a pro-rated portion of the bonus, one-twelfth (1/12) for each month of the calendar year that the coverage is in effect, payable in a manner indicated by the Town. Reinstatement of Town medical coverage in the middle of the plan year is permitted if the employee experiences a loss of health insurance coverage by his/her carrier.

(b) An Employee may not receive compensation for waiving group health coverage if the employee's spouse is an employee of the Town or Board of Education and participates in the group health plan. This waiver option is not available to any employee whose alternative coverage does not meet the standards of the ACA. The employee seeking the waiver must show proof of the components of the alternate plan.

(c) Effective July 1, 2014, the payment for waiving coverage will be discontinued unless the Town becomes fully insured at a later date.

Section 26.8- In 2015, if all or any other Town Union agree with the Town to a medical insurance reopener as a coalition UPSEU will agree to such coalition bargaining.

**ARTICLE 27
JOB POSTING**

Section 27.1 - Job posting shall be governed by the Civil Service rules and regulations under that section designated as "Method of Filling Vacancies, Rule #6".

**ARTICLE 28
HOURS OF WORK**

Section 28.1 - There shall be a thirty-five (35) hour work week for full-time employees of the following departments:

- a) Social Services
- b) Town Hall clericals
- c) Counseling Center clerical workers
- d) Police Department clerical workers excluding the Administrative Assistant in the Detective Bureau
- e) EMS clerical workers
- f) Library

Section 28.2 - There shall be a forty (40) hour week for full-time employees of the following departments:

- a) Counseling Center counselors
- b) Engineering (except clerical)
- c) Sewer Department (except clerical)
- d) Custodians
- e) Police Department dispatchers, and mechanics
- f) Computer Center/Information Services
- g) Planning and Zoning (except clerical)
- h) Golf Course
- i) Building Inspectors
- J) Administrative Assistant in Detective Bureau

**ARTICLE 29
WORKING OUT OF CLASSIFICATION**

Section 29.1 - Any employee who is temporarily assigned to perform the duties of a job in a higher wage group at the direction of the First Selectman or his/her designee, shall receive in compensation an additional ten percent (10%) of his/her hourly rate beginning with the first day worked in the higher classification. In no case shall this amount be more than the salary of the individual who is being replaced. No employee shall be required to work in a higher classification unless the employee agrees to do so.

**ARTICLE 30
NO STRIKE - NO LOCKOUT**

Section 30.1 - During the life of this Agreement, there shall be no strike, slowdown, stoppage, or curtailment of work nor shall there be any lockout by the Town in any part of the Town's operation.

**ARTICLE 31
NO DISCRIMINATION**

Section 31.1 - Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, creed, color, national origin, disability, political affiliation, sex, age, marital status, ancestry, sexual orientation, genetic information, or union membership.

**ARTICLE 32
ALTERATION OF AGREEMENT**

Section 32.1 - No Agreement alteration, understanding, variation, waiver, or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Town or its representatives and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Town and the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**ARTICLE 33
MANAGEMENT RIGHTS**

Section 33.1 - There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes the Town's rights to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, or layoff; the right to make all plans and decision on all matters involving its operation, the extent to which facilities of any department thereof shall be operated, additions thereto, replacement, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees; regulate quality and quantity of production; to

run the department efficiently; and, to privatize or subcontract bargaining unit work provided it negotiates the impact with the Union, and no bargaining unit position existing as of October 1, 2001 is eliminated or lost as a result thereof.

**ARTICLE 34
EFFECTIVE DATE AND REOPENING CLAUSE**

Section 34.1 - This Agreement shall become effective upon signing by the parties, except for provisions with specific retroactive or effective dates. This Agreement shall remain in effect until June 30, 2017, and shall be amended pursuant to the Municipal Employee Relation's Act.

Section 34.2 - No earlier than January 1, 2017 and no later than March 1, 2017, either party may give notice to the other of its intention to change or terminate this Agreement.

Dated at Trumbull, Connecticut this ____ day of _____, 2014.

TOWN OF TRUMBULL

UPSEU LOCAL 424, UNIT-7

Timothy M. Herbst
First Selectman

Robert J. Dunn Jr
President

Wayne Gilbert
UPSEU Regional Director

APPENDIX A WAGE SCHEDULE

7/1/13-6/30/14

0%

<u>Wage</u> <u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
BB	\$17.63	\$18.47	\$19.28	\$20.11	\$21.04
C	\$18.73	\$19.54	\$20.45	\$21.37	\$22.34
CC	\$19.49	\$20.38	\$21.32	\$22.27	\$23.26
D	\$20.47	\$21.41	\$22.36	\$23.40	\$24.46
DD	\$21.68	\$22.64	\$23.66	\$24.74	\$25.84
E	\$22.74	\$23.76	\$24.84	\$25.96	\$27.12
EE	\$23.84	\$24.90	\$26.03	\$27.18	\$28.42
F	\$24.98	\$26.14	\$27.29	\$28.50	\$29.82
FF	\$25.96	\$27.10	\$28.33	\$29.62	\$30.96
G	\$27.26	\$28.48	\$29.76	\$31.11	\$32.48
GG	\$28.53	\$29.82	\$31.19	\$32.58	\$34.05
H	\$29.94	\$31.33	\$32.70	\$34.18	\$35.75
HH	\$31.47	\$32.89	\$34.37	\$35.92	\$37.53

APPENDIX A WAGE SCHEDULE
7/1/14-6/30/15
2.25%

Wage Grid	Step 1	Step 2	Step 3	Step 4	Step 5
BB	\$18.03	\$18.89	\$19.71	\$20.56	\$21.51
C	\$19.15	\$19.98	\$20.91	\$21.85	\$22.84
CC	\$19.93	\$20.84	\$21.80	\$22.77	\$23.78
D	\$20.93	\$21.89	\$22.86	\$23.93	\$25.01
DD	\$22.17	\$23.15	\$24.19	\$25.30	\$26.42
E	\$23.25	\$24.29	\$25.40	\$26.54	\$27.73
EE	\$24.38	\$25.46	\$26.62	\$27.79	\$29.06
F	\$25.54	\$26.73	\$27.90	\$29.14	\$30.49
FF	\$26.54	\$27.71	\$28.97	\$30.29	\$31.66
G	\$27.87	\$29.12	\$30.43	\$31.81	\$33.21
GG	\$29.17	\$30.49	\$31.89	\$33.31	\$34.82
H	\$30.61	\$32.03	\$33.44	\$34.95	\$36.55
HH	\$32.18	\$33.63	\$35.14	\$36.73	\$38.37

APPENDIX A WAGE SCHEDULE

7/1/15-6/30/16

2.5%

Wage Grid	Step 1	Step 2	Step 3	Step 4	Step 5
BB	\$18.48	\$19.36	\$20.21	\$21.08	\$22.05
C	\$19.63	\$20.48	\$21.43	\$22.40	\$23.41
CC	\$20.43	\$21.36	\$22.34	\$23.34	\$24.38
D	\$21.45	\$22.44	\$23.43	\$24.52	\$25.64
DD	\$22.72	\$23.73	\$24.80	\$25.93	\$27.08
E	\$23.83	\$24.90	\$26.03	\$27.21	\$28.42
EE	\$24.99	\$26.10	\$27.28	\$28.49	\$29.79
F	\$26.18	\$27.40	\$28.60	\$29.87	\$31.25
FF	\$27.21	\$28.40	\$29.69	\$31.04	\$32.45
G	\$28.57	\$29.85	\$31.19	\$32.61	\$34.04
GG	\$29.90	\$31.25	\$32.69	\$34.15	\$35.69
H	\$31.38	\$32.84	\$34.27	\$35.82	\$37.47
HH	\$32.98	\$34.47	\$36.02	\$37.65	\$39.33

APPENDIX A WAGE SCHEDULE
7/1/16-6/30/17
2.5%

Wage Grid	Step 1	Step 2	Step 3	Step 4	Step 5
BB	\$18.94	\$19.84	\$20.71	\$21.60	\$22.60
C	\$20.12	\$20.99	\$21.97	\$22.96	\$24.00
CC	\$20.94	\$21.89	\$22.90	\$23.92	\$24.99
D	\$21.99	\$23.00	\$24.02	\$25.14	\$26.28
DD	\$23.29	\$24.32	\$25.42	\$26.58	\$27.76
E	\$24.43	\$25.52	\$26.68	\$27.89	\$29.13
EE	\$25.61	\$26.75	\$27.96	\$29.20	\$30.53
F	\$26.84	\$28.08	\$29.32	\$30.62	\$32.03
FF	\$27.89	\$29.11	\$30.43	\$31.82	\$33.26
G	\$29.28	\$30.60	\$31.97	\$33.42	\$34.89
GG	\$30.65	\$32.03	\$33.51	\$35.00	\$36.58
H	\$32.16	\$33.66	\$35.13	\$36.72	\$38.40
HH	\$33.81	\$35.33	\$36.92	\$38.59	\$40.32

APPENDIX B CLASSIFICATION

Job Class Desc	Location Desc	Pay Grade
CUSTODIAN	CUSTODIAL SERVICES	CC
P.W. ENGINEERING AIDE/RODPERSN	TOWN ENGINEER	D
GREENSKEEPER	TASHUA	D
CIRC/TECH SERVICES ASSISTANT	LIBRARIES	DD
RECORDS CLERK	POLICE	DD
TRAFFIC CLERK	POLICE	DD
CLERK	TOWN CLERK	DD
CLERK	BUILDING DEPT.	DD
CASHIER CLERK	TAX COLLECTOR	DD
ACCOUNT PAYABLE CLERK	FINANCE DEPARTMENT	E
RECREATION ADMIN ASSISTANT	RECREATION	E
ADMINISTRATIVE ASST. - LIBRARY	LIBRARIES	E
REAL ESTATE TAX CLERK	TAX COLLECTOR	E
ACCOUNT ANALYST	FINANCE DEPARTMENT	E
MOTOR VEH/PERS PROPERT ADMINST	TAX ASSESSOR	E
P&Z ADMINISTRATIVE ASSISTANT	P&Z	E
ADMINISTRATIVE ASSISTANT	PURCHASING	E
MECHANIC OPERATOR GOLF COURSE	TASHUA	E
MECHANIC	POLICE	E
FM ADMINISTRATIVE ASST.	FIRE MARSHAL	EE
ADMINISTRATIVE ASSISTANT	TOWN ENGINEER	EE
ADMINISTRATIVE ASSISTANT	DIRECTOR PW	EE
ADMIN ASST- COUNSELING CENTER	SCHOOL NURSES	EE
ADMINISTRATIVE ASSISTANT	PERSONNEL	EE
SEWAGE PUMP STATION OPERATOR	SEWER ENTERPRISE	EE
DISPATCHER	POLICE	EE
CUSTODIAL SUPERVISOR	CUSTODIAL SERVICES	F
P&Z OFFICE ADMINISTRATION	P&Z	F
ADMINISTRATIVE ASSISTANT/POL	POLICE	F
ADMINISTRATIVE ASSISTANT	BUILDING DEPT.	F
ADMINIST. DETECTIVE BUREAU	POLICE	F
PENSION/BUDGET ADMIN ASST	FINANCE DEPARTMENT	F
PUBLIC WORKS INSTRUMENT PERSON	TOWN ENGINEER	F
PAYROLL COORDINATOR	FINANCE DEPARTMENT	FF
ADMINISTRATIVE ASSISTANT EMS	EMS	FF
DEL& DEF TAX ADMINISTRATOR	TAX COLLECTOR	FF
ASST. TOWN CLERK	TOWN CLERK	G
DEPUTY TAX COLLECTOR	TAX COLLECTOR	G
CASEWORKER COORDINATOR	SR CENTER	G
ASST TAX ASSR ADMINISTRATION	TAX ASSESSOR	G

ASST TAX ASSESSOR/APPRaisal	TAX ASSESSOR	G
BUDGET ANALYST/SPECIAL PROJCTS	FINANCE	G
ASSISTANT BUILDING OFFICIAL	BUILDING DEPT.	GG
BRANCH LIBRARIAN	LIBRARIES	GG
SEW. PUMP STATION-MAINT CREW LEADER	SEWER ENTERPRISE	GG
ROAD CONST & MAINT. INSPECTOR	TOWN ENGINEER	GG
CIRCULATION SUPERVISOR	LIBRARIES	H
REFERENCE SERVICES COORDINATOR	LIBRARIES	H
REFERENCE LIBRARIAN	LIBRARIES	H
YOUTH LIBRARIAN	LIBRARIES	H
YOUTH SERVICES COORDINATOR	LIBRARIES	H
COLLECTIONS COORDINATOR	LIBRARIES	H
DEPUTY BUILDING OFFICIAL	BUILDING DEPT.	H
P.W. SURVEY PARTY CHIEF	TOWN ENGINEER	H
CIVIL ENGINEER I	TOWN ENGINEER	H
ZONING ENFORCEMENT OFFICER	P&Z	H
IT TECHNICIAN	TECHNOLOGY	H
YOUTH & FAMILY COUNSELOR II	SCHOOL NURSES	HH
CRIME ANALYSIS SPECIALIST	TECHNOLOGY	HH

* Become E upon retirement

APPENDIX C



Century Preferred
\$15/\$100/\$75/\$0

Benefits at a Glance proposed for the Town of Trumbull FD 003 Mathas

Century Preferred is a preferred provider organization (PPO) plan.

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$15	Deductible & Coinsurance
Hospital (HSP) Copayment	\$100	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not covered
Emergency Room (ER) Copayment – <i>unless admitted</i>	\$75	Deductible & Coinsurance
Outpatient Surgery (OS) Copayment	No charge	Deductible & Coinsurance
Annual Deductible (<i>individual 2-member family 3+ member family</i>)	Not applicable	\$500-\$1,000-\$1,500
Coinsurance		20% after deductible up to
Cost Share Maximum (<i>individual 2-member family 3+ member family</i>)		\$3,000 \$6,000 \$9,000
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE

Well child care*	OV Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	OV Copayment	
Routine eye exams – <i>one exam every 2 years suspended by vision rider</i>	OV Copayment	
Routine OB/GYN visits – <i>one exam per year</i>	OV Copayment	
Mammography*	No Charge	
Hearing screening – <i>covered once every two years</i>	OV Copayment	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services		
Office visit testing	OV Copayment	
Injections – <i>limited</i>	No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	HSP Copayment	Deductible & Coinsurance
Maternity and newborn care	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 90 days per calendar year</i>	HSP Copayment	
Outpatient surgery – <i>in a hospital or ambulatory</i>	NO Copayment	



EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care <i>(at participating centers only)</i>	TR Copayment	Not covered
Emergency care <i>(copayment same as urgent)</i>	TR Copayment	Deductible & Coinsurance
Ambulance <i>(commercial and non-commercial)</i>	No charge	No charge
<i>Home health care 200 visits per calendar year</i>	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST and Chiro. per year</i>	STN Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment	No charge	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	HSP Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

*** Schedule of health examinations:**

- 9 to 5 mo - 1 Every month
- 6 months- 12 months 1 Every 2 months
- 13 months -2 years 1 Every 3 months
- 12 months -3 years 1 Every 6 months
- 4 years -21 years and older 1 Every year

***Mammography:**

- 1 Baseline age 35-39 years
- 1 Screening per year age 40 and over

Note: In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the *Special Offers with Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

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 Century Preferred Health Plan. Please refer to your Certificate-Evidence 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 TMI syndrome, travel expenses, vision therapy, services rendered prior to your contract effective date or rendered after your contract termination date, and workers' compensation.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut

11-2008



3-TIER PRESCRIPTION DRUG PROGRAM

\$5 COPAYMENT GENERIC DRUGS
\$15 COPAYMENT LISTED BRAND-NAME DRUGS
\$35 COPAYMENT NON-LISTED BRAND-NAME DRUGS
Includes Oral Contraceptives
Unlimited Annual Maximum

Description of Benefits		YOU PAY:
Tier 1: Generic drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and 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.	\$5
Tier 2: Listed brand-name drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a Tier 2 copayment.	\$15
Tier 3: Non-listed brand-name drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$35
Annual Maximum	Per member per calendar year	Unlimited

How To Use The 3-Tier Prescription Drug Program

The 3-Tier Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copays than non-listed drugs but may not have a lower overall cost in all instances. You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions listed on the formulary. You'll still have coverage for non-listed brand-name drugs not on the formulary, but at a higher cost-share.

Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for **two copayments** when purchasing a **31-day to 90-day supply** of maintenance drugs through the mail-order program.

Concurrent Drug Utilization Review

Concurrent Drug Utilization Review (C-DUR) works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. C-DUR involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered directly to their home.

The **\$5 generic \$15 listed brand-name \$35 non-listed brand-name copayment** and an unlimited annual maximum apply. When ordering a **31-day to 90-day supply, two copayments** will apply, as follows: **\$10 generic \$30 listed brand-name \$70 non-listed brand**.

National Pharmacy Network

Members also have access to a network of more than 53,000 participating pharmacies throughout the country. Members may call 1-888-207-4214, or go to www.anthemprescription.com to locate a participating pharmacy when traveling outside the state.

Emergencies Outside The Service Area — Non-participating Pharmacies

The Plan will make payments for prescription drugs dispensed at a non-participating pharmacy outside of the service area, however, payment will be made only for treatment of an accident or emergency illness incurred outside of the service area, subject to approval by the Plan. Members must submit an itemized sales slip to the Plan for reimbursement within 120 days from the date of purchase.

Points to Remember

Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician, or by a non-participating physician to whom the member was properly referred by a participating primary care physician (when required by the member's plan), subject to copayment.

Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.

Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend "Caution - Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed retail pharmacy or one mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; drugs for use in connection with drug addiction; over-the-counter or non-legend drugs; antibacterials

(except sclerogens, stimulants, hypnotics, germs and monobactams).

This is not a legal contract. It is only a general description of the \$5 generic/\$15 listed brand-name/\$15 non-listed brand-name In-Pace Prescription Drug Rider with an Unlimited Annual Maximum. Please consult the subscriber agreement or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.



Visit our website at www.anthem.com

Anthem Vision Summary of Benefits

Plan A 5/0

This Summary of Benefits outlines the vision benefits available to you through the Anthem Vision Plan. This is only a summary of your vision benefits. Please review your coverage document for plan details. For eligibility definitions please contact your group administrator.

Anthem's Provider Network: Anthem Vision contracts with many providers, including independent optometrists and ophthalmologists as well as retail locations. Anthem Vision members have access to approximately 10,000 conveniently located network providers nationwide. Members may call Anthem Vision toll-free (488) 799-6290 or visit www.anthem.com any time for provider locations. When scheduling an appointment with your Network Provider, identify yourself as an Anthem Vision member for fast, paperless determination and confirmation of benefits.

Network Provider: Maximum benefits are achieved when members access their benefits from a Network Provider. Copayments may apply to in-network benefits.

Non-Network Provider Reimbursements: Members may go to a non-network provider and pay the provider directly for services and materials. Members may then submit an original itemized invoice

and a copy of the prescription along with the Member's I.D. number to Anthem Vision for reimbursement according to the Non-Network Reimbursement schedule identified in this Summary of Benefits.

Copayment(s): Copayment amounts are applicable to Network Provider examinations and materials. Separate copayments may be charged for examinations and materials. Materials consist of lenses and frames or contact lenses. Separate copayments for lenses and frames will not apply if these services are received at the same time.

Value Added Savings: Network Providers agree to Preferred Pricing that is significantly below retail. Members are able to achieve savings on additional pair purchases, contact lenses, lens treatments, specialized lenses and various other items. Members may save approximately 30% to 40% or more off retail when they visit a Network Provider.

Anthem Vision Benefits	Member Payment Responsibility Network Provider(s)	Member Reimbursement for Non-Network Provider Services**
Vision Examinations: Each member is entitled to a comprehensive vision examination. Availability: Once every 12 months*	\$5.00 Copayment	up to \$46.00
Lenses: A choice of glass or plastic (CR39) lenses in single vision, and bifocal or trifocal (FT 25-28); lenses up to 55 mm; and all ranges of prescriptions. Single Vision Lenses (pair) Bifocal Lenses (pair) Progressive Lenses (pair): Benefit Allowance equal to bifocal amount. Member pays Provider's Charge in excess of Benefit Allowance. Trifocal Lenses (pair) Lenticular (pair) Availability: Once every 12 months*	No Copayment No Copayment No Copayment No Copayment No Copayment No Copayment	up to \$32.00 up to \$47.00 up to \$47.00 up to \$66.00 up to \$88.00
Frames: Members have a \$120.00 Benefit Allowance toward the Provider's Charge for frames purchased from a Network Provider. Member pays Provider's Charge in excess of the Benefit Allowance. Availability: Once every 12 months*	No Copayment Provider's Charge in excess of Benefit Allowance	up to \$52.00
Contact Lenses: Elective – Members have a \$105.00 Benefit Allowance per Benefit Period toward elective/cosmetic contact lenses in lieu of the frame and lens benefit when purchased from a Network Provider. Member pays Provider's Charge in excess of the Benefit Allowance. Non-Elective – Non-elective lenses are provided for reasons that are not cosmetic in nature and meet criteria prescribed in your coverage document. Non-Elective Contact Lenses have a maximum benefit of \$260.00 per Benefit Period. <i>(Contact lens benefit is paid toward materials first; any remaining amount will be applied to professional fitting fees.)</i> Availability: Once every 12 months*	No Copayment Provider's Charge in excess of Benefit Allowance No Copayment Provider's Charge in excess of Benefit Allowance	up to \$84.00 up to \$210.00

* From your last date of service.

** Reimbursement for Non-Network Provider services is provided at the maximum amount possible and may not be sufficient to cover all charges.

*** See member coverage documents for definitions of Elective and Non-Elective Contact Lenses.

Vision coverage is underwritten or administered by Anthem Blue Cross and Blue Shield.

2012 C01-0902

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Limitations and Exclusions:

The following are examples of services, supplies and charges not covered by Anthem Vision:

- Orthoptics or vision training and any supplemental testing; Plans (non-prescription) lenses; or two pair of eyeglasses or less of contact lenses
- Any injury or illness covered under Workers' Compensation or similar law, or which is work related
- Provider's Charge in excess of Benefit Allowance for services and materials
- Lost or broken lenses or frames, unless the Member has reached his or her normal interval for services when seeking replacements
- Examination or materials received from a vision or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group
- Experimental or non-conventional treatments or devices
- Safety glasses
- Medical or surgical treatment of the eyes

THIS IS NOT A CONTRACT. It is an overview of your benefits and exclusions. If there are discrepancies between this Summary of Benefits and the coverage document, the coverage document will govern.



CENTURY PREFERRED \$20 COPAYMENT, \$500 IN-NETWORK / \$1,000 OUT-OF-NETWORK POLICY YEAR DEDUCTIBLE / 80-60% COINSURANCE- MATE FD 001

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (<i>individual/ family</i>)	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum (<i>individual/ family</i>)	\$1,000 / \$2,000	\$2,000 / \$4,000
Cost Share Maximum (<i>individual/ family</i>)	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine eye exams	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	Covered	40%
Hearing screening	\$0 Copayment, Deductible waived	40%

MEDICAL CARE

Office visits	\$20 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$0 Copayment, Deductible waived	40%
OB/GYN care	\$20 Copayment, Deductible waived	40%
Maternity care	\$20 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	\$20 Copayment, Deductible waived	40%
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> Note: \$375.00 Copayment maximum per Member per Calendar Year	\$75 Copayment, Deductible waived (see note)	40%
Allergy services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	\$20 Copayment, Deductible waived 20%	40% 40%

HOSPITAL CARE – Prior authorization required

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	20%	40%
Inpatient mental health & substance abuse	20%	40%
Skilled nursing facility – <i>up to 120 days per calendar year</i>	20%	40%
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	20%	40%
Outpatient surgery – <i>in a hospital</i>	20%	40%
Ambulatory Surgery – <i>in other than a hospital setting</i>	\$100 Copayment Deductible Waived	40%

EMERGENCY CARE

Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care – <i>at participating centers only</i>	\$75 Copayment, Deductible waived	Not Covered
Emergency care – <i>copayment waived if admitted</i>	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

CENTPRMX

Effective 07/01/2014

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.
* Registered marks of the Blue Cross and Blue Shield Association.



OTHER HEALTH CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Outpatient rehabilitative services <i>30 visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. per year.</i>	\$20 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	50%	50%
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level.</i>	50%	50%
Infertility – prior authorization required <i>Some restrictions may apply</i>	20%	40%
Home Health Care <i>200 Visits per member, per calendar year</i>	20%, Deductible waived	20%, Deductible waived

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ◆ 7 exams, birth to age 1
- ◆ 7 exams, ages 1 – up to 5
- ◆ 1 exam every year, ages 5 - 22

Adult Exams

- ◆ 1 exam every year, ages 21 +

Mammography

- ◆ 1 baseline screening, ages 35-39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

Vision Exams: 1 exam every 2 calendar years

Hearing Exams: 1 exam every 2 calendar years

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.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to an unlimited lifetime maximum (except travel services \$10,000 max still applies)
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

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 Century Preferred 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.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

CENTPRMX

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.
 ® Registered marks of the Blue Cross and Blue Shield Association.

CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM

\$5 Copayment Generic Drugs

\$15 Copayment Listed Brand-Name Drugs

\$35 Copayment Non-Listed Brand-Name Drugs

Unlimited Annual Maximum

Description of Benefits		You Pay:
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and 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.	\$5
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$15
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$35
Annual Maximum		Plan Pays:
Per member per calendar year		Unlimited

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for **two** copayments when purchasing a **30-day to 90-day supply** of maintenance drugs through the mail-order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered directly to their home.

The \$5 generic/\$15 listed brand-name/\$35 non-listed brand-name copayment and unlimited annual maximum apply. When ordering a **30-day to 90-day supply**, two copayments will apply, as follows: \$10 generic/\$30 listed brand-name/\$70 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-866-281-2966, or go to www.anthem.com/pharmacyinformation to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$5 generic/\$15 listed brand-name/\$35 non-listed brand-name 3-Tier Managed Prescription Drug Program with an unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

**WELCOME TO
BLUE VIEW VISION!**

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



Blue View VisionSM A5.0 130.130

Your Blue View Vision network

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations. Best of all – when you receive care from a Blue View Vision participating provider, you can maximize your benefits and money-saving discounts.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS

Routine eye exam once every calendar year

IN-NETWORK

\$5 copay

OUT-OF-NETWORK

\$48 allowance

Eyeglass frames

Once every calendar year you may select an eyeglass frame and receive an allowance toward the purchase price

\$130 allowance, then 20% off any remaining balance

\$64 allowance

Eyeglass lenses (Standard)

Once every calendar year you may receive any one of the following lens options:

- o Standard plastic single vision lenses (1 pair)
- o Standard plastic bifocal lenses (1 pair)
- o Standard plastic trifocal lenses (1 pair)

\$0 copay
\$0 copay
\$0 copay

\$36 allowance
\$54 allowance
\$69 allowance

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.

- o Transitions Lenses (for a child under age 19)
- o Standard Polycarbonate (for a child under age 19)
- o Factory Scratch Coating

\$0 copay
\$0 copay
\$0 copay

No allowance on lens enhancements when obtained out-of-network

Contact lenses – once every calendar year

Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.

- o Elective Conventional Lenses; or
- o Elective Disposable Lenses; or
- o Non-Elective Contact Lenses

\$130 allowance, then 15% off any remaining balance

\$130 allowance (no additional discount)

Covered in full

\$105 allowance

\$105 allowance

\$210 allowance

Your contact lens allowance can only be applied toward the first purchase of contacts you make during a benefit period. Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY

In-network Member Cost
(after any applicable copay)

Retinal Imaging - at member's option can be performed at time of eye exam

Not more than \$39

Eyeglass lens upgrades

When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

• Transitions [®] Lenses (Adults)	\$75
• Standard Polycarbonate (Adults)	\$40
• Tint (Solid and Gradient)	\$15
• UV Coating	\$15
• Progressive Lenses ¹	
• Standard	\$65
• Premium Tier 1	\$91
• Premium Tier 2	\$97
• Premium Tier 3	\$103
• Anti-Reflective Coating ²	
• Standard	\$45
• Premium Tier 1	\$57
• Premium Tier 2	\$68
• Other Add-ons and Services	20% off retail price
• Complete Pair	40% off retail price
• Eyeglass materials purchased separately	20% off retail price
• Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price

Additional Pairs of Eyeglasses

Anytime from any Blue View Vision network provider

Eyewear Accessories

Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

• Standard contact lens fitting ³	Up to \$55
• Premium contact lens fitting ⁴	10% off retail price

Conventional Contact Lenses

• Discount applies to materials only	15% off retail price
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Laser vision correction surgery

LASIK refractive surgery

• Discount per eye	For more information, go to anthem.com/specialoffers and select vision care.
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¹ Please ask your provider for his/her recommendation as well as the progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the coating brands by tier.

³ A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit anthem.com or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 10-Apr-14
AGENDA: 4-14-02
AMOUNT: \$7,500

2013-2014

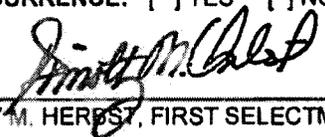
(A) APPROPRIATION [X]	FROM: ACCOUNT NO.	Fund Balance	\$7,500
	ACCOUNT NAME		
(B) TRANSFER []	TO: ACCOUNT NO.	01010300-522201	\$500
	ACCOUNT NAME	Clerical Services	
	TO: ACCOUNT NO.	01010300-522202	\$6,000
	ACCOUNT NAME	Professional Services	
	TO: ACCOUNT NO.	01010300-545501	\$1,000
	ACCOUNT NAME	Legal Notices	

(C) SUMMARY OF REQUEST: To cover costs associated with the Charter Revision

(D) REQUESTED BY: Carl Massaro, Charter Revision

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: [] YES [] NO [] NEED ADD'L INFORMATION



TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED ___
4. DENIED ___
5. OTHER ___

**TOWN OF TRUMBULL
CONNECTICUT**

**DEPARTMENT OF
PUBLIC WORKS
John Marsilio
Director of Public
Works**



**TOWN HALL
5866 Main Street
Trumbull, CT 06611
Phone: 203-452-5045
Fax: 203-452-5061**

**TO: CHAIRMAN ELAINE HAMMERS, BOARD OF FINANCE
FROM: JOHN MARSILIO
DATE: FEBRUARY 6, 2014
REFERENCE: PUBLIC WORKS/HIGHWAY DEPARTMENT BUDGET**

Please accept this memorandum as an advisement to the Board of Finance that I expect that accounts in the Public Works Highway budget designated for snow removal (01030101) will most certainly be exhausted. These accounts are dedicated to manpower overtime, sand, salt and repairs for equipment used in response to snow events.

The timing (weekends and holidays) length and frequency of these storms have been the cause of this.

I do not have a full accounting as yet of all expenses, but as soon as they become available, I will share them with you. In addition, to try to forecast probable costs is impossible, as I know you understand.

At the present time we have just finished a response to storm Nika and are facing another event this Sunday evening. There appears to be a weather pattern which calls for further events later next week.

To complicate matters, there is a salt shortage in this region. I have authorized our highway superintendent to commit to 500 tons of salt to ensure our place in the cue for delivery. At present the sand deliveries are keeping up but, this could also become problematic if this weather pattern continues.

I will keep you advised of the departmental needs as the winter progresses. Maria should be able to provide you with contemporaneous accounting for this matter. Hopefully, this weather pattern will end soon. Until then, I thank you in advance for your consideration on this matter.

JOHN MARSILIO

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 10-Apr-14
AGENDA: 4-14-01
AMOUNT: \$204,000

2013-2014

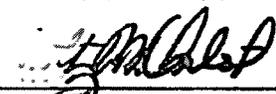
(A) APPROPRIATION [x]	FROM:	ACCOUNT NO.	Fund Balance	\$204,000
		ACCOUNT NAME		
(B) TRANSFER []	TO:	ACCOUNT NO.	0103010101-501105	
		ACCOUNT NAME	Salaries-OT	\$87,000
	TO:	ACCOUNT NO.	01030101-534402	
		ACCOUNT NAME	Program Supplies	\$73,000
	TO:	ACCOUNT NO.	01030101-522203	
		ACCOUNT NAME	Prof Serv-Ancillary	\$44,000

(C) SUMMARY OF REQUEST: To cover deficit in the snow removal and to hire subcontractor to clean the sand due to the snow as the sweepers burned out.

(D) REQUESTED BY: John Marsilio, Director of Public Works

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: [] YES [] NO [] NEED ADD'L INFORMATION



TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED _____
2. RECOMMENDED TO TOWN COUNCIL _____
3. TABLED _____
4. DENIED _____
5. OTHER _____

TOWN OF TRUMBULL
 SNOW REMOVAL ACCOUNTS
 FISCAL YEAR ENDING JUNE 30, 2014

ITEM NUMBER	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	BUDGET	ACTUAL AND ENCUMB AT 3/31/2014	projected to 6/30/2014	AVAILABLE BALANCE (OVER) UNDER	TRANSFER	BALANCE AFTER SUPPL
4-14-01	Salaries-Overtime	01030101-501105	165,000	251,972	-	(86,972)	87,000	28
	Program supplies	01030101-534402	324,950	397,311	-	(72,361)	73,000	639
	Professional serv-Ancillary	01030101-522203	-	-	44,000	(44,000)	44,000	-

FOR 2014 13

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
03 PUBLIC WORKS							
01030101 HW-SNOW REMOVAL							
01030101 501105 SALARIES-OVERTIME	165,000	0	165,000	251,972.30	.00	-86,972.30	152.7%
01030101 534402 PROGRAM SUPPLIES	324,950	0	324,950	354,455.70	42,855.75	-72,361.45	122.3%
TOTAL HW-SNOW REMOVAL	489,950	0	489,950	606,428.00	42,855.75	-159,333.75	132.5%
TOTAL PUBLIC WORKS	489,950	0	489,950	606,428.00	42,855.75	-159,333.75	132.5%
TOTAL GENERAL FUND	489,950	0	489,950	606,428.00	42,855.75	-159,333.75	132.5%
TOTAL EXPENSES	489,950	0	489,950	606,428.00	42,855.75	-159,333.75	132.5%
GRAND TOTAL	489,950	0	489,950	606,428.00	42,855.75	-159,333.75	132.5%

** END OF REPORT - Generated by Maria Pires **

Maria Pires

From: John Marsilio
Sent: Thursday, March 27, 2014 7:15 AM
To: Marla Pires
Subject: Sweeping subcontract

Maria, it cost \$8,800.00 per week for two sweepers according to bid #5978. We will need at least 5 weeks of subcontracting, assuming our capital request is approved for new sweepers. These units have short lead times once approved and then we can take over. Please add enough to the snow supplemental to buy us the time we need to replace our sweeping equipment.

8,800
/ 5 weeks

44,000

01030101-S22203
Services - Ancillary

**Town of Trumbull
Highway Department
Snow Removal Costs
As of 3/25/14**

<u>Account</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbered</u>
01030101-501105	Overtime	\$ 165,000.00	\$ 251,972.30	\$ -
01030101-534402	Program Supplies	\$ 324,950.00	\$ 352,924.65	\$ 44,355.75
Total		\$ 489,950.00	\$ 604,896.95	\$ 44,355.75

Program Supplies Breakdown of Expenditures:

Fuel Usage	\$ 57,186.61	
Repair/Maintenance of Vehicles	\$ 99,467.43	\$ 17,769.55
Salt/Sand	\$ 193,477.00	\$ 26,586.20
Mailbox Supplies	\$ 1,340.36	
Food Supplied during storms	\$ 1,453.25	
	<u>\$ 352,924.65</u>	<u>\$ 44,355.75</u>

(Over)/Under
\$ (86,972.30)
\$ (72,330.40)

\$ (159,302.70)

TOWN OF TRUMBULL
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 11-Apr-14
AGENDA: 4-14-03
AMOUNT: \$71,516

2013-2014

(A) APPROPRIATION [x] FROM: ACCOUNT NO.
ACCOUNT NAME Fund Balance \$71,516

(B) TRANSFER [] TO: ACCOUNT NO. 01022600-522202
ACCOUNT NAME Professional Services \$71,516

FROM: ACCOUNT NO.
ACCOUNT NAME

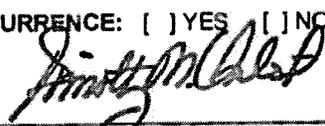
TO: ACCOUNT NO.
ACCOUNT NAME

(C) SUMMARY OF REQUEST: To cover paramedic services for the next 2 months

(D) REQUESTED BY: Joseph Laucella, Director of EMS

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: [] YES [] NO [] NEED ADD'L INFORMATION



TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED ___
2. RECOMMENDED TO TOWN COUNCIL ___
3. TABLED ___
4. DENIED ___
5. OTHER ___

FOR 2014 13

	ORIGINAL APPROP	TRANSFRS/ADJUSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
02 PUBLIC SAFETY							
01022600 EMERGENCY MEDICAL SERVICES							
01022600 522202 SERVICES & FEES-PR	463,220	360,170	823,390	725,443.18	89,550.00	8,396.82	99.0%
TOTAL EMERGENCY MEDICAL SERVICES	463,220	360,170	823,390	725,443.18	89,550.00	8,396.82	99.0%
TOTAL PUBLIC SAFETY	463,220	360,170	823,390	725,443.18	89,550.00	8,396.82	99.0%
TOTAL GENERAL FUND	463,220	360,170	823,390	725,443.18	89,550.00	8,396.82	99.0%
TOTAL EXPENSES	463,220	360,170	823,390	725,443.18	89,550.00	8,396.82	99.0%
GRAND TOTAL	463,220	360,170	823,390	725,443.18	89,550.00	8,396.82	99.0%

** END OF REPORT - Generated by Maria Pires **

*(A) Committed, sel
Rs # 2014 0162
Danbury Ambulance*

03/31/2014 16:04 | TOWN OF TRUMBULL
mpires | PURCHASE ORDER INQUIRY PROFILE REPORT

Purchase Order Type Normal Fiscal Yr 2014 01 PO# 20140162
 Batch 113203 PO Date 07/22/2013
 Requisition Code 00000218 EMERGENCY MEDICAL SERVICES
 Department Code 0226
 Allocation Code 0000
 Review Code
 Buyer ID rchimini Robert Chimini
 Needed By Date
 General Commodity 000665 DANBURY AMBULANCE SERVICE, INC.
 Vendor 000000000
 Work Order
 Activity
 Ship To Address EMS 14 WALNUT STREET
 DANBURY, CT 06811
 TRUMBULL EMERGENCY MED SERVICE
 250 MIDDLEBROOKS AVENUE
 TRUMBULL, CT 06611
 Ship To Reference TRUMBULL TOWN HALL
 Shipping Method TTH 5866 MAIN STREET
 Bill To Address TRUMBULL, CT 06611
 PO Description PARAMEDIC COVERAGE Status Printed Distribution 1
 Special Handling None

Total PO Amount \$358,200.00
 Liquidated \$268,650.00
 Canceled \$ 0.00
 Open Encumbrance \$89,550.00

Line Item Details

Line 001 Commodity

Reg	Qty	DOM	Each	Unit	Price	358200.00000
218	1.00					
% Disc	0.00	Credit	0.00	Freight	0.00	
Qty Received	0.00			Line Item Total		\$358,200.00
Qty Canceled	0.00			Liquidated		\$268,650.00
				Canceled		\$ 0.00
				Line Item Open Encumbrance		\$89,550.00

Description
 ANNUAL PARAMEDIC COVERAGE 2013-2014 TO BE
 PAID MONTHLY
 Department 0226 1099 Box 7 Fixed Asset N Needed By
 Quote Bid
 Ship To Address EMS TRUMBULL EMERGENCY MED SERVICE
 250 MIDDLEBROOKS AVENUE
 TRUMBULL, CT 06611
 Ship To Reference
 Allocation Details
 Org Obj Proj Description Encumbered Amt Bud



Staffing Invoice

Date 4/20/2014

Town of Trumbull
Trumbull EMS
250 Middlebrooks Avenue
Trumbull, CT 06611

Terms	P.O. No.	Invoice #	Due Date
Net 10		3183	4/30/2014

Date	Description	Hours	Rate	Amount
4/20/2014	EMS Staffing: EMT Staffing for the month of May 2014, 04/27/2014 through 05/31/2014, 376 hours per week for a total of 1824 hours. This invoice item does not include the Memorial Day Holiday 05/26/2014.	1,824	20.96	38,231.04
4/20/2014	EMS Staffing: EMT Holiday Coverage for the Memorial day Holiday 05/26/2014.	56	31.44	1,760.64
Total				\$39,991.68
Payments/Credits				\$0 00
Balance Due				\$39,991.68

Thank you for staffing with us!

"Your source for high-quality emergency service personnel"

Direct: 860-496-8199 . Toll Free: 866-496-8199 . www.vintechems.com

Recap - 5/2014 31,523.84
Total Need 71,515.52



16 Bird Street Torrington CT 06790

Staffing Invoice

Date	5/20/2014
------	-----------

Town of Trumbull
 Trumbull EMS
 250 Middlebrooks Avenue
 Trumbull, CT 06611

Terms	P.O. No.	Invoice #	Due Date
Net 10		3183	5/30/2014

Date	Description	Hours	Rate	Amount
5/20/2014	EMS Staffing: EMT Staffing for the month of June 2014, 06/01/2014 through 06/28/2014, 376 hours per week for a total of 1504 hours.	1 504	20.96	31,523.84

<i>Thank you for staffing with us!</i>	Total	\$31,523.84
	Payments/Credits	\$0.00
	Balance Due	\$31,523.84

"Your source for high-quality emergency service personnel"

Direct: 860-496-8199 . Toll Free: 866-496-8199 . www.vintechems.com

FOR 2014 13

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
02 PUBLIC SAFETY							
01022600 EMERGENCY MEDICAL SERVICES							
01022600 440000 FEE REVENUE	-1,100,000	0	-1,100,000	-713,798.97	.00	-386,201.03	64.9%**
TOTAL EMERGENCY MEDICAL SERVICES	-1,100,000	0	-1,100,000	-713,798.97	.00	-386,201.03	64.9%
TOTAL PUBLIC SAFETY	-1,100,000	0	-1,100,000	-713,798.97	.00	-386,201.03	64.9%
TOTAL GENERAL FUND	-1,100,000	0	-1,100,000	-713,798.97	.00	-386,201.03	64.9%
TOTAL REVENUES	-1,100,000	0	-1,100,000	-713,798.97	.00	-386,201.03	64.9%
GRAND TOTAL	-1,100,000	0	-1,100,000	-713,798.97	.00	-386,201.03	64.9%

** END OF REPORT - Generated by Maria Pires **

Revenue projection \$ 713,800 / 7 months = \$ 101,971 /
Per mo.

March - June 2014 407,884
\$ 101,971 X 4ms = 407,884

Projected Revenue 1,121,684

Attached

Joe's Estimate 1,269,000

Maria Pires

From: Joseph Laucella
Sent: Friday, March 28, 2014 8:07 AM
To: Maria Pires
Subject: Comparison of deposits- 2013 vs 2014
Attachments: 2014 total deposits.xlsx

Hi Maria-

Here is the monthly totals for deposits.

For the first quarter of 2104 we have deposited \$93,127.92 more than in 2013.

Currently we are tracking to meet our goal of revenue for 2014/201 budget of 1,260,000.

Thank you

Joe

	2014 Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	TOTAL
2014 Total Deposits	\$120,284.04	\$93,889.32	\$103,180.33										\$317,353.69

2013 Total Deposits	\$54,792.09	\$100,964.44	\$68,469.74	\$79,099.80	\$100,595.54	\$49,373.35	\$43,904.75	166,231.57	99,106.14	\$109,629.33	96,372.43	\$89,715.15	\$1,058,253.83
				79099.8	100595.54	49373.35	43904.75	166231.57	99106.14	\$109,629.33	\$96,372.43	\$89,715.15	\$834,028.06

Difference: 565,491.95 - 567,075.12 = 1,583,711.09

1st Quarter increased revenue \$93,127.32

ACTIVITY TRACKING REPORT BY PAYOR GROUPS

Company IS TOWN OF TRUMBULL EMS; AND Trip Date IS BETWEEN 07/01/2013 AND 02/28/2014

3/27/2014

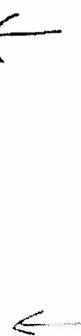
TOWN OF TRUMBULL EMS

	Total Transports	Total Charges	Total Allowable	Total Collected	Percent Collected
Blue Cross	139	\$111,061.47	\$109,878.69	\$81,565.38	74.23%
Medicaid	151	\$112,328.84	\$32,773.17	\$28,452.14	86.82%
Medicare	827	\$658,272.00	\$370,826.36	\$323,629.15	87.27%
Medicare HMO	133	\$108,711.90	\$66,362.71	\$43,435.24	65.45%
Other Insurance	402	\$319,735.56	\$273,127.40	\$176,558.04	64.64%
Totals >	1,652	\$1,310,109.77	\$852,968.33	\$653,639.95	76.63%

	Total Transports	Total Charges	Total Allowable	Total Collected	Percent Collected
Facility or Contract	2	\$1,785.62	\$1,785.62	\$713.92	39.98%
Totals >		\$1,785.62	\$1,785.62	\$713.92	39.98%

	Total Transports	Total Charges	Total Allowable	Total Collected	Percent Collected
Patient-No Insurance	159	\$125,164.79	\$123,414.62	\$13,279.15	10.76%
Totals >	159	\$125,164.79	\$123,414.62	\$13,279.15	10.76%

Grand Totals > **1,813** **\$1,437,060.18** **\$978,168.57** **\$667,633.02** **68.25%**



ACTIVITY TRACKING REPORT
BY PAYOR GROUPS

Company IS TOWN OF TRUMBULL EMS; AND Trip Date IS BETWEEN 07/01/2012 AND 02/28/2013

3/27/2014

1

TOWN OF TRUMBULL EMS

	Total Transports	Total Charges	Total Allowable	Total Collected	Percent Collected
Blue Cross	147	\$106,692.22	\$92,087.32	\$88,918.93	96.56%
Medicaid	134	\$90,392.96	\$29,442.86	\$28,251.12	95.95%
Medicare	691	\$488,329.26	\$299,782.07	\$290,683.43	96.96%
Medicare HMO	134	\$97,744.59	\$57,473.74	\$51,319.61	89.29%
Other Insurance	344	\$247,173.02	\$204,672.33	\$180,510.93	88.20%
Totals >	1,450	\$1,030,332.05	\$683,458.32	\$639,684.02	93.60%

	Total Transports	Total Charges	Total Allowable	Total Collected	Percent Collected
Patient-No Insurance	103	\$74,113.78	\$74,097.77	\$7,126.95	9.62%
Totals >	103	\$74,113.78	\$74,097.77	\$7,126.95	9.62%

Grand Totals > **1,553** **\$1,104,445.83** **\$757,556.09** **\$646,810.97** **85.38%**



2014 Stats- Current 1st Quarter

2014	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	TOTAL
Days	31	28	31										
Total calls	347	307	378										1032
TEMS Covered	318	280	346										944
Percent covered	92%	91%	92%										92%
Mutual Aid	29	27	32										88
Total response Time	6.9	7.1	7										7
Transport Rate	75%	78%	79%										77.30%
ALS Intercept	6	16	14										36

2013 Stats- 1st Quarter

2013	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	TOTAL
Days	31	28	31										
Total calls	335	325	293										953
TEMS Cover	265	237	243										745
Percent covered	79%	73%	81%										78%
Mutual Aid	66	86	50										202

2013 Stats- Full Year

2013	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	TOTAL
Days	31	28	31	30	31	30	31	31	30	31	30	31	
Total calls	335	325	293	298	378	316	314	332	310	354	315	352	3922
TEMS Covered	265	237	243	267	345	296	299	316	282	330	291	331	3502
Percent covered	79%	73%	81%	90%	91%	94%	95%	95%	91%	93%	92%	94%	89%
Mutual Aid	66	86	50	31	33	20	15	16	28	24	24	21	414
Total response Time	x	x	x	x	x	x	8.5	7.41	7.5	7.2	7.3	7.2	
Transport Rate							x	71%	77%	71%	77%	70%	
ALS Intercept							15	12	9	17	16	8	77

INLAND WETLANDS AND WATERCOURSES COMMISSION

Town of Trumbull

CONNECTICUT

www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5005



**AUGUST 6, 2013
MINUTES**

MEMBERS PRESENT: Richard Girouard, Chairman
John Lauria, Secretary
Kevin Chamberlain
Jeffrey Wright

ABSENT: Arlyne Fox, Vice Chairman and Carmine DeFeo

ALSO PRESENT: William Maurer, LS, Civil Engineer

CALL TO ORDER: The Chair convened the meeting at 7:31 p.m. All present joined in the Pledge of Allegiance led by Commissioner Chamberlain.

PUBLIC HEARING

Commissioner Lauria read the public Hearing Notice into the record as follows:

**TRUMBULL INLAND WETLANDS AND WATERCOURSES COMMISSION
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT the Inland Wetlands and Watercourses Commission of the Town of Trumbull will hold a Public Hearing on Tuesday, August 6, 2013 at 7:30 p.m. in the Trumbull Town Hall Courtroom, 5866 Main Street, Trumbull, Connecticut, on the following application:

Application 13-44, Sophia Nemergut (Modification to Application 11-24) - Permit approval to maintain a minor amount of fill placed in the wetlands during construction, plant arborvitae, substitute a 4' ft. high wood fence for a 4' high chain link fence within a regulated area at 5 Baldwin Avenue.

A copy of the application and maps are on file for public inspection in the Town Engineer's Office, Town Hall, Trumbull, Connecticut.

Dated at Trumbull, Connecticut this 24th day of July, 2013.

Richard H. Girouard, Sr., Chairman

Inland Wetlands and Watercourses Commission of the Town of Trumbull

The Chair opened the Public Hearing at 7:33 p.m.

PUBLIC HEARING

Application 13-44, Sophia Nemergut (Modification to Application 11-24) -Permit approval to maintain a minor amount of fill placed in the wetlands during construction, plant arborvitae, substitute a 4' ft. high wood fence for a 4' high chain link fence within a regulated area at 5 Baldwin Avenue.

Sophia Nemergut of 5 Baldwin Avenue was present and she will not plant the arborvitae if it is not required, since they do not do well in wetland areas. The fence will be either wood or vinyl. From the top of the slope of the yard the grade of the property is 2', 3' & 5' in some places. The fence will be solid and will prevent the leaves from blowing into the wetlands. The solid fence is as safe as a chain link. The fence posts will be installed 1' or deeper in cement. The fence will be installed professionally or by her son who is framer. Ms. Nemergut has seen the letter submitted by Mr. Maurer, Mr. Lubdell has responded to one of the comments. Jason Spath has the plan he needs to finish it. She can get someone to put cement and rocks in the wall to prevent silting and had spoken to Trumbull Landscaping. The runoff has not been addressed to date; there had been swale in place previously. Ms. Nemergut stated there has been no problem without the swale. No document has been submitted to date by an engineer stating there is no problem. Jason Spath is doing the calculations for the amount of fill. The calculations were not available for this meeting.

There was no one present from the public to speak to this application.

Motion (Chamberlain), seconded by (Lauria) to CLOSE the Public Hearing.

VOTE: Motion CARRIED unanimously.

The Public Hearing CLOSED at 7:42 p.m.

OLD BUSINESS:

Motion (Wright), seconded by (Chamberlain) to CLOSE Old Business.

VOTE: Motion CARRIED unanimously.

Application 13-41 - Manuel Jose Silva - Permit approval to remove stock piled material, restore the area to its historical grade elevation, plant wetland appropriate plants within a regulated area at 87 Saxony Drive.

Mr. Gulino of 87 Saxony was present the drawing for the plantings had been submitted. Mr. Maurer stated the list of items that needed to be addressed had been addressed by Mr. Silva prior to this meeting and is included in the file/application. Mr. Gulino stated the plan specified 300 cubic yards of fill and that is the total amount on site. There may be some screened top soil brought in, the maximum would be 20 yards. Mr. Maurer indicated that he is satisfied that all conditions have been met.

Application 13-43, Robert T. Priest - Permit approval to replace and expand driveway, construction of deck and stairwells, install retaining wall at driveway, remove overgrown brush and weeds, light grading & planting of grass, bushes and foundation plantings within a regulated area at 55 Tanglewood Road.

Mr. Priest of 55 Tanglewood Road was present and indicated he had received the letter from Mr. Maurer requesting photographs. Mr. Priest sent photographs via email to the clerk of the commission at this meeting; hard copies would be printed and included in the application/file after the meeting. Mr. Priest presented and reviewed the electronic photographs with the commission.

The Chair CLOSED Old Business at 7:55 p.m.

NEW BUSINESS

The Chair OPENED NEW Business at 7:56 p.m.

Application 13-58, Paul Plouffe - Permit approval to replace an existing drainage culvert and associated grading along the south and west side of the property, replace an existing stone lined drainage culvert with ADS drain pipe, catch basin, flared end and riprap energy dissipater within a regulated area at 167 Pinewood Trail.

Mr. Maurer indicated that he had reviewed the application and it is complete. He does have comments and will send to the applicant to address before the next meeting. There is an open swale on the property and there is an existing easement, the applicant would like to pipe it to the lake. The questions which will be brought up will be who would be responsible to maintain it.

Motion (Chamberlain), seconded by (Wright) to RECEIVE Application 13-58.

VOTE: Motion CARRIED unanimously.

ANYTHING THAT MIGHT RIGHTFULLY COME BEFORE THE COMMISSION

Application 13-59, TLC (Trumbull Loves Children) - Permit approval to construct a school facility and associated parking with an upland review area and discharge of storm water within a regulated area at 710 Daniels Farm Road.

Mr. Maurer stated this is a private project on Town property behind Daniels Farm School. This is a land lease. A letter was submitted with the application asking the commission to waive the application fee. There are existing modular(s) and a 2-story regular construction addition at the rear of the school. There will be .9 of an acre land disturbance, all in the upland area. The closest point of the project is 35' to the regulated area. The Commission agreed they would consider the fee waiver at a later date.

Motion (Lauria) seconded by (Chamberlain) to RECEIVE Application 13-59.

VOTE: Motion CARRIED unanimously.

Motion (Wright), seconded by (Chamberlain) to CLOSE New Business

VOTE: Motion CARRIED unanimously.

The Chair CLOSED New Business at 8:03 p.m.

MINUTES: Motion (Lauria), seconded by (Chamberlain) to Accept July 2, 2013 meeting minutes. VOTE: Motion CARRIED unanimously.

BOND RELEASE REQUEST: Application 12-31, Patrick and Kristi Adorante – Permit approval to install a 20' X 40' in-ground pool, approximately a 1600 s.f. paver patio and a fence surrounding the backyard within a regulated area at 28 Meadow Ridge Drive.

Mr. Maurer stated the bond was posted for work to be completed. A site inspection had been conducted by Mr. Maurer and the work is acceptable, all conditions have been met. Mr. Maurer has signed off for the certificate of occupancy.

Motion (Chamberlain), seconded by (Wright) to RELEASE the bond on Application 12-31, Patrick and Kristi Adorante. VOTE: Motion CARRIED unanimously.

WORK SESSION:

The Chair OPENED the Work Session at 8:05 p.m.

Application 13-37, Sara L. Fleiss - Permit approval to trim dead tree branches over pond, remove three (3) dead/dying trees, trim low growth 2' from fence, possibly remove down Pin Oak 10' from house, replace existing roof and possibly add solar panels within a regulated area at 20 Indian Road.

Motion (Chamberlain), seconded by (Lauria) to APPROVE Application 13-37, Sara L. Fleiss as submitted subject to the General Conditions as established by the Commission.

VOTE: Motion CARRIED unanimously.

Application 13-41 - Manuel Jose Silva - Permit approval to remove stock piled material, restore the area to its historical grade elevation, plant wetland appropriate plants within a regulated area at 87 Saxony Drive.

Motion (Lauria), seconded by (Wright) to APPROVE Application 13-41, Manuel Jose Silva as submitted subject to the General Conditions as established by the Commission.

VOTE: Motion CARRIED unanimously.

Application 13-42, Negreiro Development LLC - Permit approval for a re-subdivision of 5 Springwood Drive, construction of a new single family residence, installation of a portion of underground utilities, footing drain outfall, site grading and construction of a rain garden within a regulated area at the 5 Springwood Drive.

Motion (Chamberlain), seconded by (Lauria) to APPROVE Application APPROVE Application 13-42, Negreiro Development LLC subject to the General Conditions as established by the Commission and the following specific condition:

- The resubmitted site plan dated July 1, 2013 shall be the approved plan.

VOTE: Motion CARRIED unanimously.

Application 13-43, Robert T. Priest - Permit approval to replace and expand driveway, construction of deck and stairwells, install retaining wall at driveway, remove overgrown brush and weeds, light grading & planting of grass, bushes and foundation plantings within a regulated area at 55 Tanglewood Road.

Motion (Chamberlain), seconded by (Wright) to APPROVE Application 13-43, Robert T. Priest as submitted subject to the General Conditions as established by the Commission.

VOTE: Motion CARRIED unanimously.

Application 13-44, Sophia Nemergut (Modification to Application 11-24) - Permit approval to maintain a minor amount of fill placed in the wetlands during construction, plant arborvitae, substitute a 4' ft. high wood fence for a 4' high chain link fence within a regulated area at 5 Baldwin Avenue.

The Chair called a RECESS at 8:11 p.m.

The Chair called the meeting BACK TO ORDER at 8:16 p.m.

Motion (Chamberlain), seconded by (Wright) to DENY without prejudice Application 13-44 Sophia Nemergut (Modification to Application 11-24) based on the fact the application is incomplete at this time and staff review comments have not been addressed. The staff review comments not addressed are as follows (*Full Staff Review Comments Attached*):

1. An updated as-built plan has not been submitted.
2. The amount of fill placed on the site has not been submitted.
3. No plan has been submitted on how to prevent silt from out washing between the voids and into the wetlands.
4. A letter was submitted from Herbert Lobdell, P.E. giving his opinion that the wall is “stable against future sliding or moving; had it not been stable it would have move outward during or shortly after construction.” Mr. Maurer is not sure that Mr. Lobdell has taken into consideration the poorly drained wetland soils adjacent to the wall and the potential for frost heaving that could impact the stability of the wall. Also Mr. Lobdell does not give an option as to the safety or structural soundness of the wall.
5. No plan has been submitted to correct the elimination of the open swale.
6. No comments or alternatives have been offered for the proposed Green Giant Arborvitae. (It had been suggested that a variety more suitable for wetland soils be selected or that the proposed plantings be move further upland away from the wetlands.)
7. Per the Town of Trumbull Building Official Graham Bisset Town of Trumbull Building Official any wall over 4 feet in height requires a building permit.
8. The rain garden has not been installed as previously approved in Application 11-24.

VOTE: Motion CARRIED unanimously.

Application 13-44, Sophia Nemergut (Modification to Application 11-24) – Continued/

By unanimous consent the Inland Wetlands & Watercourses Commission agreed to a fee waiver if a new application is submitted on behalf of or by Sophia Nemergut within 60 days from the date of this special meeting.

By unanimous consent the Inland Wetlands & Watercourses Commission agreed to schedule a site inspection and a public hearing on the following applications:

- Application 13-58, Paul Plouffe
- Application 13-59, TLC (Trumbull Loves Children)

The Chair called a recess at 8:38 p.m.

The Chair called the meeting back to order at 8:45 p.m.

SCHEDULE FIELD INSPECTIONS

By unanimous consent the Inland Wetlands & Watercourses Commission scheduled the Field Inspection to take place on Monday, August 19, 2103 leaving the Town Hall at 3:00 p.m.

There being no further business to discuss the Inland Wetlands & Watercourses Commission adjourned by unanimous consent at 8:47 p.m.

Respectfully Submitted,

Margaret D. Mastroni, Clerk

**TOWN OF TRUMBULL
CONNECTICUT**

**INLAND WETLANDS AND
WATERCOURSES
COMMISSION**



Town Hall
5866 Main Street
Trumbull, CT 06611
Phone: 203.452.5046
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Page 1 of 2

August 6, 2013

Inland Wetland and Watercourse Commission

Subject: Staff Review of Application 13-44; 5 Baldwin Avenue

Dear Commissioners,

A previous Inland Wetland and Watercourse Commission (IWWC) application 11-24 by Sophia Nemergut (applicant) was approved by the Commission for the construction of a single family residence along with the associated site improvements in the upland area at Baldwin Avenue. The approval was granted subject to the general conditions as established by the Commission and the following Specific Conditions:

- Alternate Plan #1
- Monument wetlands (above ground)

A copy of the approval letter dated October 7, 2011 with an effective date of October 26, 2011 along with a copy of the submitted and approved Alternate Plan #1 are shown in Exhibit A.

After I visited the site, in late May of 2013 I informed Ms. Nemergut that she was not in compliance with her permit approval of Application 11-24, and that she would need to make an application for the approval of the wall she constructed on the site and the changes she made in the grading.

Ms. Nemergut on June 18, 2013 filed an application for:

1. To maintain 12 cubic yards of fill placed in wetlands during construction.
2. To modify the approved plan, by substituting a four foot high wood fence for the approved four foot high chain link fence.

The application 13-44 can be seen in Exhibit B, this application made no mention of the added retaining wall or the changes to the grading plan that was previously approved.

At the July 2, 2013 meeting I stated that a retaining wall was in place at the rear of the property close to and in one place in wetlands and recommended that the application be amended to include the retaining wall.

After reviewing the plans for application 13-44 I sent a letter with my comments to Ms. Nemergut on July 16, 2013. A copy of this letter can be seen in Exhibit B.

A site inspection was held on July 17, 2013. At the site inspection, range in height of the wall, construction of the wall, out wash of silt through the wall and general grading were all observed. A copy of the field inspection minutes and pictures can be found in Exhibit C.

Below are the comments and request for more information sent to Sophia Nemergut application 13-44 on July 16, 2013 (See Exhibit B) *italic type*, the current status or responses/replies are in **bold type**:

1. *Please update your As-built plan to show the pre and post construction contours, and any additional features added or removed since the last as-built*

An updated as-built plan has not been submitted

2. *Have your engineer calculate the amount of fill that has been place on the site in excess of the previous approved plan.*

The amount of fill placed on the site has not been submitted.

3. *Please detail how you plan to keep silt from out washing between the voids in the wall into the wetlands.*

No plan has been submitted on how to prevent silt from out washing between the voids and into the wetlands.

4. *Please provide a letter from a Connecticut Licensed Structural Engineer stating the stone wall constructed on your site is stable, safe and structurally sound.*

A letter from Herbert Lobdell, P.E. giving his opinion that the wall is “stable against future sliding or moving; had it not been stable it would have move outward during or shortly after construction.” I’m not sure that Mr. Lobdell has taken into consideration the poorly drained wetland soils adjacent to the wall and the potential for frost heaving that could impact the stability of the wall. Also Mr. Lobdell does not give an option as to the safety or structural soundness of the wall.

5. *The construction of the wall on the west side of the site has eliminated the open swale that allowed overland flow of water to the wetlands. Please show how you plan to correct this.*

No plan has been submitted to correct the elimination of the open swale.

6. The proposed location of the Green Giant Arborvitae is very close to the wetland soil. This variety of Arborvitae does not do well in poorly drained soil, it is suggested that a variety more suitable for wetland soils be selected or that the proposed plantings be move further upland away from the wetlands.

No comments or alternatives have been offered.

7. *A Building Permit for the wall may be required. Please consult with the Building.*

I've checked with Graham Bisset Town of Trumbull Building Official. He informed me that any wall over 4 feet in height will need a building permit.

After reviewing the submitted plans and submitted letters to I recommend that the commission **deny** the Application 13-44. The Applicant has not fully addressed the concern mentioned above, neglecting these concerns will adversely impact the wetlands by allowing silt to out wash through the retaining wall. The change in the grading of the site will impact the amount water flowing into the wetlands impacting the ecological balance of the wetlands.

I suggest that the applicant make a new application that addresses the following concerns.

1. The applicant must show how they will stop the out wash of silt through the wall by:
 - A. Removing the wall that they have placed on the site without approval.
 - B. Showing some means of controlling the silt out wash through wall such as but not limited to; mortar fill / grouting the void between the boulders or by constructing a barrier between the retained soil and the boulders to prevent silting into the wetlands.
2. Remove the portion of the retaining wall on the western side of the site that blocks the flow of water into the wetlands and return the open swale grade according the approved plan.
3. All other comments in the letter dated July 16, 2013 to Sophia Nemergut.
4. Monument wetlands (above ground), in accordance with permit approval of Application 11-24.

Respectively Submitted
Sincerely,

William C. Maurer, LS
Civil Engineer, Wetlands Agent

INLAND WETLANDS AND WATERCOURSES COMMISSION

Town of Trumbull

CONNECTICUT

www.trumbull-ct.gov

TOWN HALL
Trumbull

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**September 3, 2013
MINUTES**

MEMBERS PRESENT: Richard Girouard, Chairman
John Lauria, Secretary
Carmine DeFeo
Jeffrey Wright

ABSENT: Kevin Chamberlain and Arlyne Fox, Vice Chairman

ALSO PRESENT: William Maurer, P.E., LS

CALL TO ORDER: The Chair convened the meeting at 7:34 p.m. All present joined in the Pledge of Allegiance led by Commissioner DeFeo.

PUBLIC HEARING

Commissioner Lauria read the public hearing notice into the record as follows:

TRUMBULL INLAND WETLANDS AND WATERCOURSES COMMISSION
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Inland Wetlands and Watercourses Commission of the Town of Trumbull will hold a Public Hearing on Tuesday, September 3, 2013 at 7:30 p.m. in the Trumbull Town Hall Courtroom, 5866 Main Street, Trumbull, Connecticut, on the following application:

- Application 13-58, Paul Plouffe - Permit approval to replace an existing drainage culvert and associated grading along the south and west side of the property, replace an existing stone lined drainage culvert with ADS drain pipe, catch basin, flared end and riprap energy dissipater within a regulated area at 167 Pinewood Trail.
- Application 13-59, Trumbull Loves Children – Permit approval to construct a school facility and associated parking with an upland review area and discharge of storm water within a regulated area at 710 Daniels Farm Road.

A copy of the application and maps are on file for public inspection in the Town Engineer's Office, Town Hall, Trumbull, Connecticut. Dated at Trumbull, Connecticut this 21st day of August, 2013.

Richard H. Girouard, Sr., Chairman
Inland Wetlands and Watercourses Commission of the Town of Trumbull

The Chair opened the Public Hearing at 7:36 p.m.

Application 13-58, Paul Plouffe - Permit approval to replace an existing drainage culvert and associated grading along the south and west side of the property, replace an existing stone lined drainage culvert with ADS drain pipe, catch basin, flared end and riprap energy dissipater within a regulated area at 167 Pinewood Trail.

The Chair stated the applicant has requested a continuance.

There was no one from the public to speak for or against this application.

Motion (Lauria), seconded by (DeFeo) for a CONTINUANCE to next month.

VOTE: Motion CARRIED unanimously.

Application 13-59, Trumbull Loves Children-Permit approval to construct a school facility And associated parking with an upland review area and discharge of storm water within a regulated area at 710 Daniels Farm Road.

Attorney Benjamin Proto with offices in Stratford, CT was present on behalf of the applicant, TLC (Trumbull loves Children) is proposing to build a new facility at Daniels Farm School. Currently TLC offers a daycare and after school facility at Daniels Farm School in a 4,000 s.f. space. Upon an 8-24 review the P&Z Commission approved the Town leasing the property to TLC. TLC is proposing to construct an addition to the current facility for the purpose of providing additional services for infants to three (3) year olds in the daycare program. The proposal calls for an 8,000 s. f. addition; 4,600 s.f. of which is an additional footprint. Most of the building is outside of the review area. There is a small portion of the building and parking lot in the SE corner that is in the review area. TLC as a non-profit has requested the application fees to be waived.

James Swift a licensed landscape architect and professional engineer in the State of CT were present. Mr. Swift reviewed the site plan and orientated the commission to the existing site. The certificates of mailings were submitted for the record. There is fairly substantial wetland in the rear of the parcel. The applicant is proposing to add parking which would go around the facility. This would maintain the emergency vehicle connection. The wetlands are indicated as green on the plan. There is no disturbance of the wetland area and no piping or disturbance of the watercourse. This application is strictly within the upland review area. The 100' upland review is represented by the darker green on the plan. A few feet of the parking lot is within the existing wooded line. No vegetation of any significance is being disturbed. The storm water runoff falls into two (2) categories: *Water Quality & Quantity and Run-Off*:

1. *Water Quality*-There will be no discharge directly to the wetlands. A sedimentation basin will be built. In combination of not discharging to a wetland edge or a water course there will be a 4 x 4 galley system, (the primary water quality feature). There will be no outlets in that lowest foot other than percolation into the ground. The galley system is protected by hood catch basins from the inflow of sand and silt. The 4 x 4 galleys will take the roof and the parking lot drainage.
2. *Quantity and Run-Off* - A comprehensive Storm Water Report was submitted with the application. The galley does mitigate and reduce the peak flow well below the predevelopment run-off rate and represents a 25% reduction.

Mr. Swift stated all the roof water run-off and parking lot will go into the galley system. If there is a small storm there will be no discharge, if the storm is large enough it will be metered out through the pipe of the galley system and go to the flagged area in the woods. The existing distance to the wetlands is approximately 115'. According to the grading plan the pavement will be 40' from the wetlands with the grading slightly closer at 30'. The closest point of the proposed disturbance to the wetlands is 30'. The commission stated they did not want to see the area clear cut. Mr. Swift explained the protection from clear cutting is indicated by the specific filter fabric lines on the plan (where the filter fabric shall be placed). A reasonable condition of approval would be that the filter fabric line be staked.

Atty. Proto explained TLC is a non-profit 501c3 program. The facility is not a school facility; it is a facility at a school facility providing services to school and preschool children. The new facility will include administrative offices as well as a daycare program for infants through three year olds while continuing to provide the existing programs. The application reflects the facility as an ancillary use to a school facility. They define school as a program on school property which is attached to a school building that provides services to school aged and pre-school students. There is no curriculum and it is not a public agency. The land is owned by the Town of Trumbull. TLC will build the building. The Town will retain control and ownership of the real estate not the building since there is a lease agreement. The construction value of the project is \$1 million. TLC will borrow money from a lender based on their financial statements, budget projections and revenue projections. Mr. McCabe Executive Director of TLC was present and indicated the program is not-for-profit. There are years where there are surpluses and other years with deficits. Currently there is \$200,000 earmarked for this project and/or for development of additional programs. Mr. Swift indicated TLC will be the owner of the building. The parking lot per the lease/agreement will be owned by the Town and maintained by the Town. Atty. Proto explained it is a market value lease to a nonprofit entity.

Mr. Maurer requested the detail of the paving and the catch basins be added to the plans as well as the detail for the maintenance of the storm water galleys. Mr. Swift agreed. Mr. Maurer stated the precast retaining walls will need a building permit and will need to be designed by an engineer. All present agreed. Mr. Maurer added that the sanitary sewer flows still need to be calculated and an application to the WPCA needs to be made. All present agreed.

Mr. Swift explained the existing TLC building's is included in the overall discharge of the galley system and has been added in. The existing building's discharge currently goes into the grass from a footing drain, although the exact location is not obvious.

There was no one from the public to speak for or against this application.

Motion (DeFeo), seconded by (Lauria) to CLOSE the Public Hearing.

VOTE: Motion CARRIED unanimously.

The Public Hearing CLOSED at 8:00 p.m.

The Chair OPENED NEW Business at 8:01 p.m.

NEW BUSINESS

Application 13-60, Tina Beyer - Permit approval to plant approximately thirty (30) arborvitaes 2' from the property line and install a decorative landscape feature within a regulated

area at 634 Booth Hill Road.

Mr. Maurer indicated the applicant has purchased approximately 100 arborvitaes, only 30 are within the regulated area.

Motion (Lauria) seconded by DeFeo to RECEIVE Application 13-60, Tina Beyer.

VOTE: Motion CARRIED unanimously.

Application 13-61, Joe Farruggio - Permit approval to replace an existing rear deck with a new stone patio, replace an existing driveway, rear lawn, install an irrigation system and replace an existing stonewall within a regulated area at 8 Caldron Drive.

Mr. Maurer confirmed the application is complete.

Motion (DeFeo), seconded by (Wright) to RECEIVE Application 13-61, Joe Farruggio.

VOTE: Motion CARRIED unanimously.

By unanimous consent the Inland Wetlands & Watercourses Commission agreed to conduct a Field Inspection on Application 13-61, Joe Farruggio.

Application 13-62, Nina Boynton - Permit approval to remove up to twenty (20) trees within a regulated area at 107 Whitney Avenue.

Motion (Wright), seconded by (DeFeo) to RECEIVE Application 13-61, Joe Farruggio.

VOTE: Motion CARRIED unanimously.

By unanimous consent the Inland Wetlands & Watercourses Commission agreed to conduct a Field Inspection on Application 13-62, Nina Boynton.

Application 13-63, Gregor & Catherine J. Macintyre - Permit approval to install a 8' x 12' shed in the rear right corner of the property within a regulated area at 67 Rangely Drive.

Motion (Wright), seconded by (DeFeo) to RECEIVE Application 13-61, Joe Farruggio.

VOTE: Motion CARRIED unanimously.

MINUTES: Motion (Lauria), seconded by (DeFeo) to Amend the August 6, 2013 meeting minutes on page 3, the fifth line under the section entitled Application 13-59, Trumbull Loves Children, by striking the phrase **regulated area** and replacing it with the word **wetlands**. The sentence would read as, "*The closest point of the project is 35' to the wetlands.*"

VOTE: Motion CARRIED unanimously.

VOTE: As amended CARRIED unanimously.

Motion (Lauria), seconded by (Wright) to CLOSE New Business

VOTE: Motion CARRIED unanimously.

The Chair CLOSED New Business at 8:07 p.m.

WORK SESSION: The Chair OPENED the Work Session at 8:08 p.m.

Application 13-59, Trumbull Loves Children - Permit approval to construct a school facility and associated parking with an upland review area and discharge of storm water within a regulated area at 710 Daniels Farm Road.

Motion (Lauria), seconded by (Wright) to APPROVE Application APPROVE Application 13-59, Trumbull Loves Children subject to the General Conditions as established by the Commission and the following specific conditions:

- The galley and driveway maintenance schedule shall be on the final construction plans.
- The construction plan shall include details for the hooded catch basins.
- The LOD (limit of disturbance) shall be depicted on the final construction plans.

Mr. Maurer stated the plowing of the parking lot would be the BOE's responsibility as well as the maintenance of the galley systems.

VOTE: Motion CARRIED unanimously.

Waiver of Fees: Motion (Wright), seconded (DeFeo) to DENY the applicant's request to waive the application fees for Application 13-59, Trumbull Loves Children.

VOTE: Motion CARRIED 3-0-1 (ABSTENTION: Lauria).

Mr. Maurer reported on a wetlands application on Mohawk Drive that goes back 3-4 years. As a condition of approval the applicant was to create a conservation easement, monument the conservation easement and put in a row of arborvitae. The applicant produced a map for the conservation easement but never filed the deed. This will need to be done. The rows of trees have been moved and placed in the back yard. The applicant needs place them as they were approved by the commission. Mr. Maurer indicated they have been calling each other but have not made contact with each other to date. The Chair suggested contacting the Town attorney to advise the commission on this matter.

SCHEDULE FIELD INSPECTIONS

By unanimous consent the Inland Wetlands & Watercourses Commission scheduled the Field Inspection to take place on Wednesday September 11, 2103 leaving the Town Hall at 3:30 p.m.

There being no further business to discuss the Inland Wetlands & Watercourses Commission adjourned by unanimous consent at 8:22 p.m.

Respectfully Submitted,

Margaret D. Mastroni, Clerk