

SCHOOL FACILITIES  
SNOW REMOVAL &  
TRUMBULL HIGH  
SCHOOL BUILDING  
CONSTRUCTION  
RENOVATION

*Report of the  
Financial/Accounting  
Controls Analyst James  
W. Henderson*



**Town of Trumbull  
Office of the Financial/Accounting Controls Analyst**



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**August 15, 2013**

**Ms. Elaine Hammers, Chairperson  
Board of Finance  
Town of Trumbull  
5866 Main Street  
Trumbull, CT. 06611**

Dear Ms. Hammers:

I respectfully submit the enclosed report entitled **School Facilities Snow Removal and Trumbull High School Building Construction Renovation.**

This report reviews all matters pertinent to the removal of snow from school facilities as well as conflict of interest concerns related to the Trumbull High School Building Construction project.

A number of exhibits are listed in the report for clarification of various events and concerns related to both snow removals from school facilities in 2011 and 2013 as well as school construction project problems.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James Henderson", is written over a horizontal line.

**James Henderson  
Financial/Accounting Controls Analyst**

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## **Background**

The Town of Trumbull maintains a Code of Ethics as set forth in the Trumbull Municipal Code and as referenced in the Trumbull Town Charter.

- On April 11, 2013, a joint meeting was conducted by the Trumbull Board of Finance and the Trumbull Town Council. The minutes from that meeting are attached as Exhibit A. The meeting disclosed that the school district had expended approximately \$972,000.00 on snow removal for 2011 and 2013. To receive reimbursement from FEMA and our insurance carrier, the Town is required to itemize and detail all costs that are associated with storm recovery efforts. The First Selectman requested invoices, payment requisitions and any other relevant documentation from the Trumbull Board of Education related to the two years of claims. The letter of request from the First Selectman to the Superintendent of Schools is attached as Exhibit B.
- After reviewing the Board of Finance Minutes of April 11, 2013, I met with the First Selectman and the Director of Finance to request all documents that they received from the Board of Education regarding the costs associated with the snow removal for 2011 and 2013. During the course of my review of documents provided by subcontractors, payment requisitions, and invoices relative to the snow removal efforts, I wanted to understand the process utilized by the Board of Education in hiring these contractors. To understand this process, I needed to better understand the organizational structure of facilities management within the Trumbull Board of Education. Toward that end I determined that I would need to examine the contractual relationship that AFB Construction Management has with the Town of Trumbull. The agreement between AFB and the Trumbull Board of Education, dated May 1, 2006 is attached as Exhibit C.
- I met with officials of the Board of Education including School Superintendent Ralph Lassogna, Assistant Superintendent Gary Cialfi, Business Manager Sean O'Keefe, Board of Education Chairman Stephen Wright, and Alfonso Barbarotta of AFB Construction Management, Inc. (Exhibit D).
- Based upon the meeting I held with Board of Education officials, I determined that further investigation would be required to determine possible relationships and conflicts of interest involving AFB Construction Management, Inc. and officials of the Town of Trumbull.
- During the course of my investigation I discovered that in addition to serving as the Facilities Manager for the Board of Education, AFB Construction Management, Inc. also serves as the Owner's Representative for the Trumbull High School Renovation Project (Exhibit E). Alfonso Barbarotta, President of AFB Construction Management, Inc. is also the managing partner of an energy company called Conveo Energy, which has attempted to do business with the Town of Trumbull (Exhibit F).

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- AFB Construction Management, Inc. has in the past and is presently attempting to do business with a third party that has contracted to perform work and services on Town property and Board of Education buildings (Exhibit G).
- Based on my investigations and findings I determined that probable cause existed to file an official complaint with the Trumbull Ethics Commission.

## **Findings and Recommendations**

### **Finding 1**

Mr. Alfonso Barbarotta and AFB Construction Management, Inc. should not function as both the Facilities Manager for the Board of Education and as the Owner's Representative for the Trumbull High School Renovation Project.

### **Analysis**

On August 1, 2008 AFB Construction Management, Inc. was appointed Owner's Representative for the Trumbull High School Renovation Project. Per the terms of the contract agreement, AFB Construction Management, Inc. had a not to exceed price clause of \$506,400.00 for completion of its services as Owner's Representative. In reviewing payments to AFB Construction Management, Inc. as of June 2013, the company has been paid \$985,382.65 for their work as the Owner's Representative on the Trumbull High School Renovation Project. The responsibilities appear to be in conflict with their duties as Facilities Manager for the Trumbull Board of Education.

As Facilities Manager for the Trumbull Board of Education, their contract states that they are required to oversee capital construction projects and assist in the development of both short term and long term physical plant needs. Acting as the Facilities Manager for the Board of Education, AFB Construction Management, Inc. would be required to make recommendations on capital projects for the school district. Among those recommendations would be whether or not Trumbull High School requires capital improvements through a renovation project. Having these dual roles does not provide for appropriate checks and balances. For comparative purposes, a forensic audit that was conducted in 2010 discusses conflicts of interest for former Town employees that held multiple positions. See Exhibit H. The same situation exists under the scenario outlined above.

### **Recommendation**

Mr. Alfonso Barbarotta and AFB Construction Management, Inc. should not continue to function as both the Facilities Manager for the Board of Education and as the owner's representative for the Trumbull High School Renovation Project. In fact, the Town of Trumbull and the High School Building Committee should not have allowed this situation to occur when they executed the owner's representative contract in 2008. Holding these dual roles creates a conflict of interest. Based upon the language in both contracts, you have a situation where AFB Construction Management, Inc. is essentially overseeing their own work and could make recommendations in one capacity that could create monetary benefit in another capacity.

If AFB Construction Management hopes to bid on future capital projects or for services impacting the Board of Education, they should be allowed to do so freely, but should not hold both positions. Holding a Town position could provide an unfair advantage to Mr. Barbarotta and his company in their capacity as an independent contractor.

**Finding 2**

It is unclear whether Mr. Barbarotta is viewed as an employee or as an independent contractor.

**Analysis**

It is unclear whether Mr. Barbarotta is an employee of the Board of Education or an independent contractor. In a recent Trumbull Times article, Mr. Barbarotta indicated that he serves the Town of Trumbull as an independent contractor, not as an official or as an employee, as defined by the Trumbull Code of Ethics. Yet, the Trumbull Board of Education website lists Mr. Barbarotta as the Plant Coordinator, provides him with an email address registered to the Trumbull Public Schools and also provides him with a telephone number at the Long Hill Administration Building.

During the snow storms of 2011 and 2013, Mr. Barbarotta was the ultimate decision maker regarding what contractors to hire and where those resources would be deployed. This decision making authority would suggest that he oversees Mr. Don Walsh and Mr. Steve Kennedy of the plant operations department. These two men are salaried employees, receiving medical insurance from the Town. Also, one of these men is a member of a collective bargaining unit and both employees can become pension eligible.

Three issues exist: 1.) Is Mr. Barbarotta an employee or an independent contractor, 2.) If he is an independent contractor, how can he supervise, salaried, unionized employees, and 3.) What is the organizational structure of the Plant Operations Department to determine chain of command and decision making authority?

I can find no other example in Town government where an independent contractor's decision making supersedes that of a Town employee with respect to day to day decision making.

**Recommendation**

The Board of Education and the School Superintendent must determine a clear chain of command in the Plant Operations Department and vest certain decision making authority with Town employees or officials rather than independent contractors. The new central office staff should consider a reorganization plan of this department that addresses these issues.

**Finding 3**

As the Facilities Manager for the Board of Education, Alfonso Barbarotta, acting as a principal of AFB Construction Management, Inc. attempted to influence the Board of Education to hear a presentation and potentially hire an energy company to perform energy efficiency services for the Trumbull School District. Mr. Barbarotta holds a management position with Conveo Energy, the company in question.

**Analysis**

As the Facilities Manager for the Trumbull Board of Education, AFB Construction Management, Inc. is contractually obligated to assist the school district in identifying energy management initiatives for the Trumbull Public Schools (Exhibit C).

Conveo Energy, LLC is a company that provides energy consulting services intended to reduce energy consumption and utility costs (Exhibit I).

At a meeting on July 17, 2012, Mr. Alfonso Barbarotta appeared before the Trumbull Board of Education in his capacity as Facilities Manager. Mr. Barbarotta then distributed documents he intended to present to the Board of Education on behalf of Conveo Energy, LLC (Exhibit K).

In reviewing the minutes of the June 17, 2012 meeting of the Trumbull Board of Education, Mr. Barbarotta did not disclose that he was a principal of Conveo Energy LLC or that he had a financial interest in the company (Exhibit L). He attempted to use his position as Facilities Manager to give Conveo Energy a special advantage. In reviewing the actual document presented to the Board of Education, I should note that the presentation included detailed information regarding the energy consumption per school building and the cost per square foot. Documents provided by Conveo Energy indicate that it is a sister company of AFB Construction Management.

**Recommendation**

This analysis reinforces the concern and recommendation made earlier in this report. If Mr. Barbarotta and his company want to bid on and receive work as independent contractors, he should not concomitantly hold a Town position where there is an appearance that he might have a special advantage over other potential bidders. If the Board of Education is to seek services for energy conservation and efficiency, those services should be formally bid and the persons associated with developing that bid should not be Mr. Barbarotta or any of the persons he supervises in his capacity as Facilities Manager.

**Finding 4**

Mr. Alfonso Barbarotta, representatives of AFB Construction Management, Inc., Conveo Energy LLC and officials of the Trumbull Board of Education attempted to circumvent the public bid process to award Conveo Energy LLC work outside of the normal bid procurement process. Town officials also worked to assist Mr. Barbarotta in providing Conveo Energy LLC with pertinent information that would have provided them with an unfair advantage if energy efficiency services were to be publicly bid.

**Analysis**

With the exception of the July 17, 2012 meeting of the Trumbull Board of Education, the Board of Education did not vote or take any formal action where they received a formal presentation from Conveo Energy or where they awarded any work to Conveo Energy.

Mr. David Cornett is a managing partner of Conveo Energy with Mr. Alfonso Barbarotta (Exhibit M).

On December 18, 2012, Mr. Cornett exchanged emails with Elena Cahill of Globule Energy LLC. In the email Mr. Cornett advised her that he had a meeting with School Superintendent Ralph Iassogna and Board of Education Chairman Stephen Wright. In that email Mr. Cornett advised Ms. Cahill that during the course of the meeting it was contemplated taking the Conveo Energy contract and making it a part of Mr. Barbarotta's existing contract as Facilities Manager (Exhibit N).

A meeting was held between representatives of AFB Construction Management, Conveo Energy, and Steve Kennedy, a town employee who works in the plant operations department of the Trumbull Board of Education. That meeting was labeled as the "Trumbull and Conveo Kick-off meeting." The agenda of the meeting and those who were in attendance is attached as (Exhibit P).

On March 22, 2013, the same day as the "kick-off" meeting, School Superintendent Ralph Iassogna sent a weekend report to all the members of the Board of Education (Exhibit P). In that report the School Superintendent referenced a meeting he held with AFB Construction Management, Inc., the Chairman of the Board of Education and other Board of Education employees. Mr. Iassogna stated in his memo that the meeting was held with AFB "as part of their role as facility manager." Mr. Barbarotta made a presentation at that meeting on how to reduce energy consumption and utility costs for the Trumbull Public Schools. The Superintendent stated in the memo that AFB would not receive additional compensation. The impression was given from that statement that the decision to have AFB Construction Management, Inc. work on the energy program was a foregone conclusion. In the memo to the Board of Education, the Superintendent stated that "Al Barbarotta will provide the Board and staff with an overview and update of the program once it gets underway."

The Superintendent didn't disclose to the Board of Education that Mr. Barbarotta is a managing partner of Conveo Energy.

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The Superintendent should not have participated in the December 2012 and March 2013 meetings with the representatives of AFB Construction, Inc. since his son is an employee of AFB Construction Management, Inc. The School Superintendent should have disclosed to the Board of Education the relationship AFB Construction Management, Inc. has with Conveo Energy.

The meeting agenda also discussed the responsibilities of Mr. Kennedy in gathering information for Conveo Energy. This included gathering all service contacts and vendor lists, usage patterns and floor plans of all the school buildings as well as the multi-year capital budget plan. The agenda also indicated that representatives of either AFB Construction or Conveo Energy provide Mr. Kennedy with schedule of meeting dates with the principals, custodians and kitchen staff of all of the schools. All of these meetings occurred without Conveo Energy's services being publicly bid.

Mr. Kennedy provided an unfair advantage to Conveo Energy and AFB Construction by giving information about town buildings that was not given to other companies that might bid for work related to energy efficiency and conservation services in town buildings.

The meetings held by Mr. Lassogna, Mr. Wright and Mr. Kennedy appear to have been held without the knowledge or the approval of the entire Board of Education.

For comparative purposes, a similar contract modification as described above was executed by Stamford School Superintendent Winifred Hamilton and made an addendum of AFB Construction Management's existing contract with the Stamford Public Schools. The contract modification provides that additional compensation is achieved through a percentage of the energy savings realized. (Exhibit Q) While it appears this contract modification was never formalized in Trumbull, there appears to have been an intent to do so and past practice in other municipalities of doing the same.

**Recommendation**

Energy efficiency and conservation services for all Trumbull School facilities should be publicly bid and awarded to the most qualified bidder. Energy conservation services should not be included in the existing facilities management contract that AFB Construction Management, Inc. now has in place with the Trumbull Board of Education. In addition, the Facilities Manager should not oversee work that he might otherwise bid on.

**Finding 5**

As the Owner's Representative for the Trumbull High School renovation project, Mr. Barbarotta attempted to influence the First Selectman, the Chief of Police and members of the Emergency Management Shelter Building Committee to install a fuel cell instead of a generator at Trumbull High School. Mr. Barbarotta lobbied for Conveo Energy, LLC. to perform these services for the school district.

**Analysis**

On August 7, 2008, via an email communication from Steve Kennedy who is an employee in the plant operations department of the Trumbull Board of Education, all those working on the Trumbull High School renovation project were made aware of the high school's function as an emergency shelter. In that communication, the owner's representative, architects and other principals associated with the renovation project were made aware of what the generator needs were at Trumbull High School. The email is (Exhibit Q).

In late 2011, the Town of Trumbull Emergency Management Team made up primarily of Police Chief Thomas Kiely, Lt. Ronald Kirby, Emergency Management Director and William Chiarenzelli, Deputy Emergency Management Director, conducted a tour of Trumbull High School to determine the emergency readiness of the high school, to ensure that sheltering needs could be met and that adequate generator capacity existed.

During the inspection the Town's emergency management team was advised that the school did not have adequate generator capacity to function as an emergency shelter (Exhibit R).

The Chief of Police advised the First Selectman and other relevant parties that this was a serious issue and requires the immediate attention of the High School Building Committee and the Owner's Representative on the high school project. The Chief of Police and other members of the emergency management team sent several letters and other correspondence to the parties involved in the construction throughout 2012. The correspondence is listed as (Exhibit S).

The Trumbull Town Council, by resolution, created an Emergency Management Shelter Building Committee that was charged with determining the proper generator needs of the high school and what would be required to make the high school shelter ready in the event of a weather or catastrophic emergency.

In the spring of 2012, Mr. Barbarotta as the Owner's Representative for the Trumbull High School Renovation approached the First Selectman and the Chief of Police, together and individually, to advocate for the installation of a fuel cell instead of a generator. During one of the meetings Mr. Barbarotta provided an informational packet on fuel cells. The packet was produced by his company Conveo Energy, LLC (Exhibit T).

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In an email dated April 19, 2013, see (Exhibit T), the First Selectman confirmed that he and the Chief of Police determined that the involvement of Conveo Energy constituted a conflict of interest and a collective decision was made not to utilize the services of Conveo Energy.

**Recommendation**

Any decision regarding procurement of energy producing equipment should go through the formal Town bid process. Further, as Owner's Representative for the high school renovation project, Mr. Barbarotta should not be advocating for another one of his business interests to assume additional compensation.

**Finding 6**

Acting as Facilities' Manager for the Board of Education, Mr. Barbarotta authorized the hiring of contractors to perform services to remove snow from public school buildings in the amount of \$972,000.00. The Town Charter requires that services in excess of \$10,000.00 go through a formal bid or receive a signed bid waiver from the First Selectman. Mr. Barbarotta gave no bid work to contractors he had previous business relationships with.

**Analysis**

During 2011 and 2013 as facilities manager, AFB Construction Management, Inc. was responsible for coordinating snow removal at the Town's public school buildings.

The Town began to collect documents related to the snow recovery effort in order to prepare a claim for submittal to FEMA and also as preparation by Town attorneys for mediation concerning insurance reimbursement.

The ERP Group received \$413,000.00 between 2011 and 2013 in payments for snow removal operations.

The Trumbull Town Charter requires that services over \$10,000.00 have a formal bid process or the procurement of a bid waiver signed by the First Selectman (Exhibit U). Neither AFB Construction Management, Inc. nor the Board of Education ever put this work out to bid or sought a signed bid waiver from the First Selectman.

On February 13, 2013, ERP Group submitted an invoice to the Town that was approved by a representative of AFB Construction Management, Inc. on the same day. The amount of the invoice was \$81,887.00 (Exhibit V). At a meeting of April 4, 2013 it was confirmed that payment was approved to the contractor without being reviewed by either the Business Manager for the Board of Education or the Superintendent of Schools.

In 2011, the Town sought bids for on call equipment services (Exhibit W). After reviewing the equipment provided by ERP Group it would appear that the Town was charged three times more for the same equipment than any other companies represented in the on call bid.

The approval of the bill on the same day that it was generated gave special consideration and treatment to the contractor (ERP Group). Allowing the contractor to begin work without a contract in place also showed special consideration and treatment. This is clearly a misuse of Town resources.

**Recommendation**

Any contractor who performs work for the Town with a cost in excess of \$10,000.00 must go through the formal bid process to obtain Town work or have a signed bid waiver by the First Selectman per the Town charter. No future work can be performed that is allowed to circumvent these requirements. In addition, the Board of Education should develop a bid for on call services.

**Finding 7**

The past role of AFB Construction Management, Inc. as a project manager for construction projects associated with Trumbull Loves Children (TLC) and their attempt to do so again create an inherent conflict of interest.

**Analysis**

On November 28, 2012, the Town of Trumbull executed an agreement with Trumbull Loves Children (TLC) a 501 (c) (3) organization that provides child care to the parents of the greater Trumbull community. The agreement provides that TLC will, at their expense, construct an addition to Trumbull Public School Facilities (Daniels Farm School). The purpose of the space is to provide TLC with additional space to meet the current demand for child care services. The agreement is (Exhibit X).

On April 17, 2013 Ken McCabe the Executive Director of TLC informed the First Selectman that AFB Construction Management, Inc. had been retained by TLC and chosen as the Construction Administrator for the Daniels Farm School project (Exhibit Y).

Town Attorney Robert Nicola advised the attorney for TLC that the Town's position was that such relationship constituted a conflict of interest.

In a letter from TLC's Attorney Anne Brookes, it was acknowledged that AFB Construction Management, Inc. had previously served as the Construction Manager for their organization while also serving as the Facilities Manager for the Trumbull Board of Education during the same period.

**Recommendation**

AFB Construction Management, Inc. should not serve as the Facilities Manager for the Board of Education and Owner's Representative for school building projects that are funded by private third parties. If a dispute arises during the course of construction between the Board of Education and the third party (in this instance TLC) whose interest will AFB Construction Management protect? This recommendation goes to the earlier recommendation made in this report. If Mr. Barbarotta and his company wish to bid on Town work, then they should do so independent of holding a Town position that is contractually required to provide oversight to the work in question. Such conduct constitutes a conflict of interest and should be avoided.

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**List of Exhibits**

- A** Minutes of the Joint Trumbull Board of Finance & Trumbull Town Council Meeting held on April 11, 2013
- B** Letter from the First Selectman to the School Superintendent
- C** Agreement between the Trumbull Board of education and AFB Construction Management
- D** Correspondence between the Superintendent of Schools and the Financial/Accounting Controls Analyst
- E** The agreement between the Town of Trumbull and AFB Construction Management for owners' construction representative
- F** A copy of the Conveo Energy website and copy of the business card of Mr. Alphonso Barbarotta listing himself as the managing partner of Conveo Energy
- G** Letter from Ann E. Brookes to Robert J. Nicola Town Attorney
- H** Letter from Robert J. Nicola Town Attorney to Ann Brookes
- I** Page 6 and Page 44 of the forensic audit dated August 24, 2010
- J** The Secretary of State Commercial Recording Division printout for Conveo Energy, LLC
- K** Conveo Energy presentation to the Trumbull Board of Education
- L** The minutes of the regular meeting of the Trumbull Board of Education dated July 17, 2012
- M** Conveo Energy website showing David Cornett as a principal of the company
- N** Email from David Cornett to Elena Cahill
- O** Information relative to the Board of Education Chairman Steve Wright and the Trumbull High School Building Committee Chairman James Nugent
- P** Minutes and attachments concerning the Trumbull Board of Education-Conveo Energy Kickoff Meeting
- Q** Email from Stephen Kennedy to Alfonso Barbarotta
- R** Email correspondence involving Stephen Kennedy, Al Barbarotta, Bill Chiarenzelli, and Dan Nelson
- S** Letter from Trumbull Chief of Police Thomas H. Kiely to James Nugent
- T** Informational package concerning fuel cells and email correspondence
- U** Section of Town Charter concerning the bid procurement process

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**List of Exhibits**

**V** Application and certification for payment to the Trumbull Board of Education from ERP Group, Inc. dated February 12, 2012

**W** Bid #5896 dated May 26, 2011 on call equipment rental

**X** Agreement between Trumbull Loves Children, Town of Trumbull and the Trumbull Board of Education

**Y** Email from Ken McCabe to the First Selectman

**Z** Position listing for Al Barbarotta from Board of Education website

Mr. Lavole moved, seconded by Mr. Tesoro, to transfer \$874,000 from account 01-315400 FB Committed for Sect 10-248a to 06120100-581888-S0600 BOE-Projects Sect 10-248a, for the unexpended funds FY 2011-2012 BOE surplus per Section 10-248a of the General Statutes of Connecticut.

Vote: 6-0

Mrs. Pires indicated that an outside audit confirmed the surplus of \$874,000. In addition, the auditors were very specific that we set-up a Capital Project Fund account that would carry forward, so the 06120100 account was set-up and the funds moved into that account to be used for the purpose intended.

Vote: 6-0 motion carries

The Board of Finance moved into joint session with the Town Council, as follows:

**DISCUSSION ITEM**  
**Snow removal – Board of Education**

First Selectman Timothy Herbst spoke to the joint session regarding the snow removal efforts during 2011 and 2013. He indicated that in the last 2.5 years, we experienced 5 FEMA, which is unprecedented. In addition, we learned that the requirements of FEMA for emergency clean-up reimbursement are very detailed and labor intense.

In early March, while working with Public Works and the Finance Department to prepare a cost summary for Storm Nemo-2013, he was briefed by our attorney that there was a pending mediation with Judge Freedman regarding 2011 storm costs. In reviewing these costs, there were areas of concern:

- Cost to clean the entire Town of Trumbull, which included police and public works overtime and equipment costs vs. Cost Incurred by the Board of Education.

They determined that between 2011 and 2013 the Town spent \$300,000- \$375,000 and the Board of Education spent over \$900,000 – \$750,000 in 2011 and \$163,000 in 2013. We are trying to drill-down to more specific numbers on these items for our meeting with Judge Freedman, as well as our insurance company, so we can properly defend these costs, and because we have a moral legal and ethical obligation to let the Board of Finance and the Town Council know what is being done to justify these costs and to answer your questions. A further breakdown was provided, at the request of Mrs. Penkoff:

- 2013 Board of Education \$163,000 – majority to clean roofs of schools
- 2013 Town \$158,000 – every road in town; includes overtime and equipment costs
- 2011 Board of Education \$750,000 – contracted out
- 2011 Town \$300-350,000 – town employees able to handle

The First Selectman indicated that the Board of Education paid an average of \$65 per hour in 2011 and \$55 per hour in 2013.

Mr. Iassogna indicated that 11 schools could not be opened until the roof load was lessened, along with constraints imposed under state statute regarding the length of the school year and contractual problems with teachers. In times of crisis, you are at the beck and call of the service people and the going rate, which at that time was \$55-65 / per hour. He indicated that going forward they will have an open-ended bid in place coordinated by Al Barbarotta the BOE Plant Coordinator.

Mr. Kennedy, BOE Facilities Director indicated that you can't compare shovelling with plowing, since it is more labor intense to shovel and you cannot put a plow on the roof. They would prefer not to have people on the roof; however, with all the attention being given to roofs collapsing, they have to shovel the

snow in order to reduce the load. We have added snow guards to the roofs, to keep snow from sliding, and we are looking to make additional changes to alleviate this problem. We will need to hire an engineer to assist with making those decisions.

Mr. Iassogna indicated that they were initially told to get local vendors and to check with the National Guard for assistance. There were no vendors available, and the Guard could not assist, so we did what was necessary.

Mr. Kennedy indicated that when John Barbarotta started contacting people he was quoted \$35 - \$75 an hour; roofing companies wanted upwards of \$125 per hour, so we capped our rate at \$55 per hour. Since the load bearing capacity rate on the roofs is about 12", and there was another storm on the way, they needed to bring it down to 6", and therefore did what they had to do to insure the integrity of the roofs.

First Selectman Herbst added that in 2011 there was more of a demand for help. Since we took more of a hit than Newtown, there were able to assist us with mutual aid on the town side. Mr. Marsillo indicated that he also needed to outsource one truck during 2011.

Mrs. Penkoff indicated that with regard to the time constraints mentioned, we still had April vacation to use and there other days available at the end of the year. In addition, since our charter has a \$10,000 threshold for contracts why didn't we get a signed bid waiver for amount over? Had these contractors done work for us in the past? What are their qualifications and what did we get for insurance verification.

Mr. Iassogna indicated the following:

- He takes full responsibility for not doing a Bid Waiver. It was a case of just get it done any way you can.
- There are many monetary logistical problems going into the April vacation or at the end of the year. People have vacations planned for April; and at the end of the year it can jeopardize going into the next school year on July 1, causing a double payment with some staff and teachers. It was a board decision not to cancel April vacation.
- The contractors were all qualified, screened by John Barbarotta, and worked for us in 2011. We have no proof which contractors damaged the roof in 2011. Mr. Kennedy indicated that we used the same contractors in 2011, and given the conditions in 2011, we cannot hold them negligent for the roof damage. The roof is white, made of plastic, and extremely slippery and you had individuals shoveling in the dark. If you want proof, they didn't damage the roofs in 2013.
- All the detailed information needed for FEMA is now being coordinated by Mr. O'Keefe and being forwarded to Attorney Dennis Kokenos.

Mr. Al Barbarotta indicated that there were several hundred people over that period of time, and they were working on all of the school roofs doing something they had never done before. Mr. Barbarotta indicated that since he had never done this he reached out in different directions making sure that anyone we considered using could provide workman's compensation and insurance and individuals that had worked for them for a long period of time. In addition, getting down to 6" given the layers of ice and snow was very difficult. In 2013, we only needed to get down within 15". It seemed logical to use the same contractors, since they were experienced, and they completed the job the second time in 1/3 of the time.

Mrs. Penkoff indicated that the Board of Finance represents 6,000 households and they want these questions answered; this is not a personal affront.

Mr. Al Barbarotta indicated that he is now putting together a bid to see if we can get a fixed rate from people that can provide us with that type of labor at a rate better than \$55 per hour. We are asking them to commit to a storm that we don't know is coming, at an hourly rate, and guarantee us a labor force of 100 at the drop of a hat. We reached out to at least 20 companies that we have used previously and we need to see what comes back.

First Selectman Herbst indicated that if you do not have an RFP in place, you are subject to price gauging during emergencies. An RFP needs to be put out there before an emergency. We currently have an invoice for 912 hours for 2 days at Frenchtown, indicating that additional man hours were needed due to the shape and configuration of the roof. We are looking to recoup these funds from FEMA and our insurance company. In addition, he added that if we can actually determine who damaged the roofs we will also go after them.

Mr. Lavole indicated that a series of decisions was made in the middle of an emergency, which may not have been in the best interests of the tax payers.

He went on to add that we can continue to discuss and justify what was done; however, what did we learn from going through this and what are we going to do to make sure that we do not expend money like we did during these storms. We had an open checkbook, approved invoices and sent money out, which was clearly not in the best interest of the taxpayers of this town.

Mr. Lavole then asked how we are going to put controls and procedures in place before this happens again, making sure we keep the best interests of our taxpayer in mind.

First Selectman Herbst indicated the following:

- Need to have on call RFP for these services where we have the bid and the rate is locked.
- If we do not have an RFP, we will get a Bid Waiver, and it will be reviewed by several people before we hire the contractor.
- We need a policy change regarding when a bill is received and when it is paid so there is enough time to review the bill and require additional back-up if necessary prior to paying the bill.

Mr. O'Keefe indicated that bill coming in to the Board of Education in excess of \$10,000 will get much more scrutiny than those less than \$10,000. We should be able to have the Board of Education to verify the number of people on the roof shoveling for a set period of time.

First Selectman Herbst indicated that we are also going to be asking for references and checking them.

Mr. Tesoro indicated that we are probably still going to have to pay excessive fees because that is the reality during an emergency.

First Selectman Herbst indicated that in response to Mr. Tesoro he would like to introduce for the record Bid 5898 - Town Bid issued May 28, 2011 for on call equipment rental. Rental rate with operator, per day and per hour - we have 11 contractors that responded.

First Selectman Herbst indicated that we are in the process of putting the FEMA documents. Mr. O'Keefe contacted the contractors for 2011 and 2013 to get the names of the employees and number of hours worked and where. The insurance company will contact neighboring municipalities for their numbers and if not in sync with ours it will hurt our claim. After our attorneys go through these documents, if there is the slightest doubt as to the accuracy of the claim, I am not sending them in to defend something that they are uncertain about, as it compromises the integrity of the Town.

Mrs. LaFrance asked about the turn-around time on the invoices. First Selectman Herbst indicated that the invoice was generated by the contractor and approved for payment the same day. Mr. O'Keefe indicated that the invoice was received on 2/13, approved and sent to the Board of Education- Plant Operations on 2/15 for review by Mr. Kennedy and paid on 2/22. The total time was 9 days.

# Town of Trumbull

Town Council  
CONNECTICUT  
www.trumbull-ct.gov

TOWN HALL  
Trumbull

TELEPHONE  
(203) 452-5005



## MINUTES April 11, 2013

**CALL TO ORDER:** Chairman Carl A. Massaro, Jr. called the special joint meeting of the Trumbull Town Council and the Board of Finance to order at 7:13 p.m. at the Trumbull Town Hall.

This document contains the motions & votes acted upon by the Trumbull Town Council. Motions & votes acted upon by the Board of Finance are recorded in the Trumbull Town Clerk's by the Board of Finance.

**ROLL CALL:** The clerk called the roll and recorded it as follows:

**PRESENT:**

Suzanne S. Testani	Ann Marie Evangelista	Jane Deyoe	Tony J. Scinto
Debra A. Lamberti	John A. DelVecchio, Jr.	Vicki Tesoro	Jeffrey Donofrio
Kristy Waizenegger	Martha A. Jankovic-Mark	Michael J. London	Fred Palmieri, Jr.
James F. Meisner	Mark LeClair	Carl A. Massaro, Jr.	
Chadwick Ciocci	Gregg Basbagill		

**ABSENT:** David R. Pia, Jeff S. Jenkins, Thomas Whitmoyer and James Blöse.

**ALSO PRESENT:** BOF Members, Chairman Elaine Hammers, Cindy Penkoff, Susan LeFrance, David Rutigliano, Paul Lavoie, Andy Palo and Tom Tesoro, First Selectman Timothy Herbst, Director of Finance Maria Pires, Bond Counsel Joseph Fasi, Superintendent of Schools Ralph Iassogna, Assistant Superintendent of Schools Gary Cialfi, Business Manager Shawn O'Keefe, BOE Members Deborah Herbst and Loretta Chory, THS Athletic Director Michael Herbst, BOE Facilities Director Steve Kennedy and BOE Technology Director Jeff Hacket and Mr. Al Barbarotta of AFB.

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**DISCUSSION ITEM:**

***Snow Removal from School and BOE Buildings for Fiscal Years 2011-2012 & 2013***

First Selectman Herbst briefed the BOF and the Town Council on Town wide snow removal efforts of 2011 and 2013.

- The Town had five (5) FEMA claims in 2.5 years. The federal agency requires very detailed data when a municipality is seeking reimbursement for costs related to emergency clean up.
- The Town is working in conjunction with the BOE to seek FEMA reimbursement for all costs associated with the BOE storm recovery efforts. A cost summary report for storm Nemo was drafted by the Town Finance Department in March 2013. The Storm Nemo Cost Summary Report includes the cost of cleanup for the entire Town of Trumbull including police over-time, the Public Work Department's over-time, double time and costs of equipment. The costs for the BOE clean up v. the Town-wide costs standout. Request of storm Nemo documentation, (names of contractors, hours worked, hourly rates and where the work was performed) was made to the BOE and for the 2011 storm related cost.

- The Town side had \$300,000 to \$375,000 in the 2011 snow removal costs. The Town incurred \$158,000 in costs for the 2013 Storm Nemo. This represents every road plowed, overtime at time and half, double time and equipment costs. There were no other towns' trucks assisting in the 2011 snow removal efforts.
- The BOE had a combined cost of over \$900,000. In 2011 \$750,000 and \$163,000 in 2013. The 2013 Storm Nemo does not include the costs of plowing all of the parking lots at the schools, there were some parking areas included but most of the cost is cleaning the structures. The Public Works Department plowed THS and Stamford's Mayor Pavia sent Trumbull six trucks to plow the other schools. The Town of Trumbull was not charged for the plowing.
- The BOE is trying for more specificity with regards to the storm data. This will allow the Town attorneys to properly defend during mediation and more detailed information for the insurance claim.
- Mr. London stated there is approximately 250 miles of road in Town to plow and noted it seemed odd the BOE snow removal cost would be the same. Mr. Iassogna stated that the schools snow removal is not the same effort as plowing straight roads. The BOE was working under a directive school could not open until the load on the roofs was reduced and was also under a time constraint. They worked closely with the insurance company's attorney and the First Selectman to open the schools safely and in a timely manner. The BOE's number of school days is per state statute and would have contractual issues with regard to paying staff. They did their best in a disaster. Trumbull was the envy of other communities because they were able to get outside contractors to perform the 2011 work. \$65 per hour was the price at the time. Since then the BOE has made changes in procedure so that they would not have to pay premium rates again moving forward there will be on-call snow removal contractors in place. Mr. Donofrio explained the BOE is engaging in an on-call snow removal contract instead of procuring the work on as needed basis.
- Mr. Kennedy explained the comparison between snow removal on the Town side to the BOE as apples to oranges. They would rather not have to have someone on the roof, this had happened once in thirty years. There is heightened awareness due to the roof collapses throughout the state in 2011. Snow guards have been added to the gymnasium roof at Madison Middle School, as they replace BOE roofs they will not use the less expensive single membrane and will be looking at heating the roofs; there are a number of different avenues to research, they may consult an engineer as well.
- Mr. Iassogna explained for Ms. Testani in 2011 they did try to get local labor but there was no one available. They had even checked with the National Guard and they too had no units available. Mr. Kennedy stated that there were people who were asking \$65 per hour in 2013 but they had made the decision that the BOE would not spend that. First Selectman Herbst explained in 2011 there was an overwhelming demand in 2013 Trumbull was part of a group of towns who were hit harder than others therefore there were more people available to help the towns who were hit hard.
- Mr. Kennedy explained for Ms. Tesoro that 2011 was an unusual situation, it was a series of storms with dense snow, and with each storm the weight increased and caused the roof collapses seen throughout the state.
- Ms. Penkoff stated the BOE did have time to work with; April vacation was still in place as well as the option of adding time to the end of the school year and questioned why a bid waiver was not sought. Mr. Iassogna stated he took full responsibility for not seeking a bid waiver, after the EOC meetings the bottom line was that they were to get the job done anyway they could. He did not think of a bid waiver at the time. Using April vacation creates logistical and monetary issues by jeopardizing going into the next school year. That would cause a double payment for certain staff. They did not take April vacation away, maybe in the future the BOE will. The contractors were found by Mr. A. Barbarotta. Mr. O'Keefe is coordinating all of the information and has forwarded it to the attorneys for the mediation. The contractors were used in 2011, there has been no evidence or confirmation on which contractor damaged the roof. Mr. Kennedy stated that they have reused some of the contractors in 2013 and does not feel they can hold them negligent because it was more of a case of the situation than it was the individual effort. They did come back in 2013 and there was no damage done.

- Mr. Meisner indicated that \$750,000 represents 11,500 man-hours at \$65 per hour. Mr. A. Barbarotta explained that there were hundreds of people working on the snow removal in 2011, shoveling snow off a roof was something that had never had to be done before. They made sure any company called in had workers' comp, liability insurance and had experience working with the labor force on the roof. They learned from 2011. (Mr. Scinto left the meeting at 7:51 p.m.) There were issues where the roof was damaged, and was submitted to the insurance company. (Mr. Scinto returned to the meeting at 7:52 p.m.) The next storm they did not have to remove the snow they were able to spread the drifts to areas where there was no snow. Using the same contractors made sense because they had experience. There were no issues with claims from workers, no one was hurt and they got the job done. In 2013 they were able to the work for a third of the cost of 2011, so obviously they learned. At the suggestion of the First Selectman the BOE is putting a bid together so that they can get a fixed rate from people who will provide that work in the next emergency at a rate better than \$55 per hour. First Selectman Herbst stated that there is a bill in the CT General Assembly that protects municipalities from price gouging during weather related emergencies. If there are not on-call services the Town is at the mercy of the contractor. Based on the 2011 RFP for equipment, the rates charged during the 2011 storm was three times that rate. During an emergency First Selectman Herbst is always available at the EOC and would sign a bid waiver. This would allow for another set of eyes to scrutinize the costs associated. There was a bill submitted for Frenchtown School for 912 hours at \$55 per hour. 912 hours over two days would equal 60-70 workers working at least 8 hours per day, (or less man-power and longer day). When the Town asked about this they were told that based on the shape and configuration of the roof at Frenchtown it required more man-power. The Town is doing whatever they can to recover some of this money through FEMA and/or insurance. Mr. Iassogna stated that if they can prove price gouging there is the possibility of recouping some of the money through the attorneys. First Selectman Herbst stated if through discovery they can determine who damaged the roofs they will be able to seek retribution for that as well.
- Mr. Lavoie stated that a series of decisions was made during an emergency that may have not been in the best interest of the taxpayers but what is more important is what was learned and what will be done moving forward to make sure there are controls and proper procedures are in place. First Selectman Herbst stated it is necessary to have on-call RFP for these services so that the BOE and Town can be proactive in these situations not reactive. If there is not an on-call bid and it is in excess of \$10,000 no one will be hired without a bid waiver, this will allow for several sets of eyes reviewing the costs before the contractor is hired. Several BOE members support a policy change with respect to when a bill is received and when it is paid. There will be a time certain applied to when a bill is paid after receipt of the invoice. This will allow for the appropriate amount of time to properly analyze the bills and to make sure that they are justified. Because the storms were emergencies many of the bills were paid quickly. Mr. O'Keefe indicated that since this has occurred any bills that are greater than \$10,000 will get much more scrutiny. They will in the future need to verify the people on the roofs, there will be more focus on that. First Selectman Herbst stated included in the bid documents will be the requirement that every contractor will have a referral check; this will take many of the issues off the table before the emergency arises. Mr. Tesoro stated that during an emergency having someone on call at \$35 per hour may not guarantee that they will be able to perform the work when needed they may say that they will do it but after they do the work for the people who are willing to pay the \$55 first. There are situations that arise in emergencies that you do pay premium because it cheaper to pay that rate than to have one roof collapse . First Selectman Herbst stated there were eleven (11) contractors who responded to the Town Bid #5946 issued on May 26, 2011 for on-call equipment rental rates with operator at a per day response and per hour response. If this was replicated hopefully the Town will have a list of 11-12 contractors available on-call. Chairman Hammers added hopefully one of them would perform the work when needed.
- First Selectman Herbst indicated for Mr. Palmieri that the documents necessary for FEMA reimbursement are currently being procured. Mr. O'Keefe has gone through the laborious task of

contacting the contractors from 2011 and 2013 for employees' names and where they were stationed so that they can properly add the costs. All of the costs need to be justified for the insurance company. The insurance companies will contact neighboring communities to compare what they paid. If the Town's number is not in sync with the region it will hurt their claim. They want to make sure they have all of the necessary documentation to recover the money. If after the Town attorneys go through all of the documents if there is a question as to the accuracy of the claim he will not send the Town attorneys in to defend. That would compromise the integrity of the Town and its agents.

- Mr. O'Keefe indicated for Ms. LeFrance that in the last storm there were bills received on February 13<sup>th</sup>, approved on the same day, then sent to BOE Plant Operations on February 15<sup>th</sup> and reviewed by Mr. Kennedy. It was then sent to accounts payable for payment on February 22<sup>nd</sup>, start to finish paid in 9 days. Mr. Kennedy that during the 2013 storm the employees were handling multiple tasks overseeing and verifying those workers on-site as well plowing. Mr. Kennedy confirmed for Mr. Meisner that the damage to the THS and Madison Middle School were covered by insurance.
- Chairman Hammers stated they appreciate all of the practices and policies being put in place and asked the BOE to think twice and ask the question is it really worth the cost involved for the schools to open a day or two earlier. Chairman Hammers would like to hear more with regard to the systems that heat the roofs.

#### **BUSINESS:**

1. *BOF Action- The BOF moved and seconded to read the title and section 1 of the 2013-2014 \$1,360,000 BOE Technology CIP bond resolution in its entirety and to waive the reading of the remainder of the resolution, incorporating its full text into the minutes of this meeting. BOF VOTE: Motion CARRIED unanimously. Mr. Lavole of the BOF read the title and section 1 of the resolution as follows:*

**RESOLUTION APPROPRIATING \$1,360,000 FOR THE TRUMBULL BOARD OF EDUCATION TECHNOLOGY CAPITAL IMPROVEMENT PLAN 2013-2014 AND AUTHORIZING THE ISSUE OF \$1,360,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE**

Section 1. The sum of \$1,360,000 is appropriated for the planning, acquisition and construction of the Town of Trumbull Board of Education Technology Capital Improvement Plan 2013-2014, as adopted and amended by the Town Council from time to time, and including, appurtenances, equipment and services related thereto, or for so much thereof or such additional improvements as may be accomplished within said appropriation, and for administrative, advertising, printing, legal and financing costs to the extent paid therefrom, said appropriation to be in addition to all prior appropriations for said purpose. The Town Council may by resolution transfer funding herein authorized among projects within the 2013-2014 Board of Education Technology CIP.

Moved by Ms. Testani, seconded by Ms. Lamberti seconded to incorporate the title and section 1 of the 2013-2014 \$1,360,000 BOE Technology CIP bond as read by the BOF in its entirety and to waive the reading of the remainder of the resolution, incorporating its full text into the minutes of this meeting.  
VOTE: Motion CARRIED unanimously

*BOF Action -The Board of Finance motioned (DeGennaro) and seconded (Palo) to amend the resolution by decreasing the amount by \$574,850.*

It was confirmed that the Town Council received the BOE Analysis (Attached) via e-mail; hard copies were distributed at this meeting.

Mr. Tesoro motioned to TABLE discussion of this resolution. Mr. Tesoro withdrew his motion.

(Mr. London and Mr. Lavoie left the meeting at 8:26 p.m.) (Mr. London and Mr. Lavoie returned to the meeting at 8:27 p.m.)

Timothy M. Herbst  
First Selectman



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

B

**TOWN OF TRUMBULL  
CONNECTICUT**

Ralph M. Iassogna  
School Superintendent  
Trumbull Public Schools  
Long Hill Administration Building  
6254 Main Street  
Trumbull, CT 06611

March 19, 2013

**Re: Request for Document Production  
Snow Removal, February 2011 and February 2013**

Dear Ralph:

This morning I held my monthly Town Attorney meeting. During the course of our meeting, we discussed snow removal and recovery costs from the 2011 blizzards as well as snow removal and recovery costs associated with Nemo. For purposes of filing our claim with the Federal Emergency Management Agency (FEMA), the Town of Trumbull as a municipal corporation is required to procure and submit detailed records regarding those persons who worked on the Town's behalf during the emergency. In reviewing the bills that have been submitted thus far, we have concerns with the level of detail that has been provided to the Town. The Town does not know from the invoices submitted thus far the work specifically performed and the names of all individuals, whether they be town employees, laborers, contractors, or workers hired by a contractor to act on the Town's behalf.

For comparative purposes, I have been advised by the Trumbull Police Department that in submitting claims to FEMA, our Police Department is required to provide the names of all police officers working, the dates and times such work occurred, the total cost incurred by the municipality as it relates to that work and whether or not that work was at regular pay or overtime. In dealing with a federal agency like FEMA, attention to detail is critical.

On Wednesday March 6, 2013 and on Thursday, March 7, 2013, Assistant Director of Finance Dawn Savo and I requested relevant documentation from the Board of Education's Plant Operations Unit concerning snow removal efforts as they related to blizzard Nemo. Our correspondence and the response from Mr. Barbarotta are attached for your review. Ms. Savo and I requested a complete list of all laborers hired by the contractors retained by Mr. Barbarotta and Plant Operations to remove snow from Town buildings, including the number of hours each employee worked. Before work even commenced, I also requested through your office on Monday, February 11, 2013, that Mr. Barbarotta procure from the contractors proof of insurance and requisite I-9 documentation (see attached). On Wednesday, March 6, 2013, Mr. Barbarotta indicated that he "asked the companies who did the work to provide us with their payroll records showing each employee that work on this project." He further indicated that the information would be forthcoming in short order.

Two weeks later, we have yet to receive the information or even a progress report advising the Town when we might expect to receive this information. The Town of Trumbull has also had the opportunity to review bills and invoices that the Finance Department and my office requested, that were submitted by Plant Operations and Mr. Barbarotta between February 13-15, 2013. Additional questions have arisen. In light of the substantial cost associated with this snow removal effort and to ensure that we are fully compliant and forthright with FEMA, the Town of Trumbull is requesting that the following documentation be provided to the Town, in accordance with Section 1-220 of the Connecticut General Statutes, the Freedom of Information Act:

1. A complete copy of the Engineering Report and analysis prepared by Engineer Thomas Torrenti;
2. As it relates to all Contractors hired by the Trumbull Board of Education, the Town will require the names of every employee, person, or individual who worked for all contractors and subcontractors associated with removing snow from public school buildings, including but not limited to Bismark Construction Company, Baybrook Construction Remodelers, Enviro Guard, ERP, Howe's Home Improvement and Torrenti, P.C. between February 11-13, 2013. The Contractors retained by Mr. Barbarotta and Plant Operations will have to furnish their workers with a 1099 form, therefore production of this request should be expedited;
3. As referenced hereinabove, on February 11, 2013, before snow removal efforts commenced, I requested that Mr. Barbarotta obtain all relevant documentation attesting to I-9 certifications. I will again reiterate my request that Mr. Barbarotta procure from the contractors that he retained copies and proof of all I-9 certifications for any employee, person or individual who worked on behalf of the Town in removing snow from public school buildings between February 11-13, 2013;
4. All contracts executed by Mr. Barbarotta, Mr. Kennedy and Plant Operations by and between any and all contractors and subcontractors hired to remove snow from town school buildings between February 11-13, 2013;
5. Any and all daily worksheets, supervisor notes, voice notes, facsimile transmissions, emails, or other real or electronic correspondence furnished by either Town employees or contractors to Town agents, or Town agents or employees to independent contractors detailing daily work operations concerning snow removal at school buildings between February 11-13, 2013;

6. Any and all pictures and video recordings associated with the snow removal efforts at all public school buildings between February 11-13, 2013.

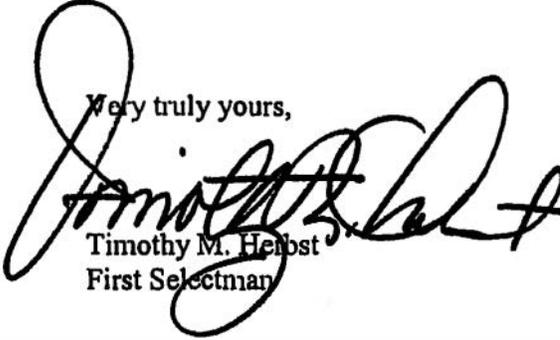
While the above referenced request deals specifically with Nemo, we are still dealing with the Town's recovery efforts as they relate to the blizzards of two years ago. Town Attorney Edward Walsh is currently preparing for mediation next week before Judge Friedman on this very issue. This morning I had the opportunity to review documentation provided to Attorney Walsh by the Trumbull Board of Education concerning the costs associated with snow removal in February of 2011. In reviewing the spreadsheet provided by the Trumbull Board of Education, the Board of Education spent \$763,251.67 on snow removal from public school buildings between February 2-9, 2011.

In reviewing the spreadsheet, I asked Attorney Walsh for copies of all of the invoices which served as the basis for developing the spreadsheet. Attorney Walsh advised me that the Board of Education never provided him with copies of any invoices. If Attorney Walsh is to properly advance the Town's claim, he will need more than a spreadsheet to justify \$763,251.67 worth of costs incurred in a seven day period. I am respectfully requesting copies of the following documents:

1. A complete copy of the Engineering Reports and analysis prepared by Torrenti, P.C. and Aschettino & Associates;
2. As it relates to all contractors hired by the Trumbull Board of Education, the Town will require the names of every employee, person, or individual who worked for all contractors and subcontractors associated with removing snow from public school buildings, including but not limited to Bismark Construction Company, Baybrook Construction Remodelers, S.J. Madden Construction, Sisca Construction, Enviro Guard, ERP, Howe's Home Improvement, Aschettino & Associates and Torrenti, P.C. between February 2-9, 2011. The contractors retained by Mr. Barbarotta and Plant Operations will have to furnish their workers with a 1099 form, therefore production of this request should be expedited;
3. Proof of all I-9 certifications for any employee, person or individual who worked on behalf of the Town in removing snow from public school buildings between February 2-9, 2011;
4. All Contracts executed by Mr. Barbarotta, Mr. Kennedy and Plant Operations by and between any and all contractors and subcontractors hired to remove snow from town school buildings between February 2-9, 2011;
5. Any and all daily worksheets, supervisor notes, voice notes, facsimile transmissions, emails, or other real or electronic correspondence furnished by either Town employees or contractors to Town agents, or Town agents or employees to independent contractors detailing daily work operations concerning snow removal at school buildings between February 2-9, 2011;
6. Any and all pictures and video recordings associated with the snow removal efforts at all public school buildings between February 2-9, 2011.

Procurement of this documentation is critical to the Town's recovery and reimbursement of 2011 and 2013 costs associated with snow removal. Your prompt attention to this request is appreciated.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read 'Timothy M. Herbst', is written over the typed name and title.

Timothy M. Herbst  
First Selectman

TMH/ad

CC:

Thomas Kiely, Chief of Police  
Maria Pires, Director of Finance  
John Marsilio, Director of Public Works  
Dawn Savo, Assistant Director of Finance  
Robert J. Nicola, Town Attorney  
Dennis Kokenos, Town Attorney  
Edward Walsh, Town Attorney  
Mario Coppola, Town Attorney  
Sean Carroll, Town Insurance Broker  
Stephen Wright, Board of Education Chairman  
Elaine Hammers, Board of Finance Chairwoman

## Dawn Savo

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**From:** Iassogna, Ralph <iassognR@trumbullps.org>  
**Sent:** Thursday, March 07, 2013 11:35 AM  
**To:** Maria Pires  
**Cc:** Timothy M. Herbst; O'Keefe, Sean; Kennedy, Stephen; al.barbarotta@afbcm.com; John L. Ponzio; Dawn Savo; Cialfi, Gary  
**Subject:** Re: Invoices for Snow Removal and Clean Up from 2011

Maria ,  
It is my understanding that during the storm, Al spoke directly to Sean Carroll and got direction from him .

When I return on Monday I will meet with Al, Steve, and Sean and will talk with you . Thanks Ralph

Sent from my iPhone

On Mar 7, 2013, at 11:00 AM, "Maria Pires" <[mpires@trumbull-ct.gov](mailto:mpires@trumbull-ct.gov)<<mailto:mpires@trumbull-ct.gov>>> wrote:

Sean-

As a follow up. how are you paying for these invoices? Will it be coming from the BOE budget or will you be coming to the town for a supplemental appropriation? Since there was no damage to the buildings I don't believe this is covered by insurance.

Thanks  
Maria

**From:** Timothy M. Herbst  
**Sent:** Thursday, March 07, 2013 10:36 AM  
**To:** [okeefes@trumbullps.org](mailto:okeefes@trumbullps.org)<<mailto:okeefes@trumbullps.org>>  
**Cc:** [kennedys@trumbullps.org](mailto:kennedys@trumbullps.org)<<mailto:kennedys@trumbullps.org>>; [al.barbarotta@afbcm.com](mailto:al.barbarotta@afbcm.com)<<mailto:al.barbarotta@afbcm.com>>; John L. Ponzio ([jponzio@trumbull-ct.gov](mailto:jponzio@trumbull-ct.gov)<<mailto:jponzio@trumbull-ct.gov>>); Maria Pires; Dawn Savo; [iassognr@trumbullps.org](mailto:iassognr@trumbullps.org)<<mailto:iassognr@trumbullps.org>>; Cialfi, Gary ([CialfiG@trumbullps.org](mailto:CialfiG@trumbullps.org)<<mailto:CialfiG@trumbullps.org>>)  
**Subject:** Invoices for Snow Removal and Clean Up from 2011

Dear Sean:

I am analyzing the invoices from the most recent snow removal and clean-up efforts at the schools in the wake of Nemo. For comparative purposes, I am respectfully requesting all payment requisitions and invoices concerning snow removal at all of the Town's public schools in the winter of 2011. This should include all costs for labor, equipment, and all I-9 forms for those that provided labor during said period. If the contractor has the I-9 forms, please provide with the name and contact information for the contractor, so we may request the I-9 forms directly.

Also, as a follow up, I believe Dawn Savo made a request yesterday to Mr. Barbarotta concerning the list and names of all employees who worked during Nemo. As a follow up to her request, we are also respectfully requesting all I-9 forms for these employees as well.

Thank you for your assistance with this request.

Sincerely,  
Tim Herbst



## Dawn Savo

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**From:** Al Barbarotta <Al.Barbarotta@afbcm.com>  
**Sent:** Wednesday, March 06, 2013 10 52 AM  
**To:** Dawn Savo  
**Cc:** Barbarotta, John; Maria Pires; Timothy M. Herbst  
**Subject:** Re: Snow Removal Documentation

Dawn ,I have asked the companies who did the work to provide us with their payroll records showing each employee that worked on this project .i cannot get it by the end of the day because I am out of Town till later tonight but I will do my best to get it toyon ASAP!

Sent from my iPhone

On Mar 6, 2013, at 10:29 AM, "Dawn Savo" <[dsavo@trumbull-ct.gov](mailto:dsavo@trumbull-ct.gov)> wrote:

Hi John and Al,

Kindly provide the names and addresses of all laborers who worked at both THS and Frenchtown Elementary on February 11<sup>th</sup> and 12<sup>th</sup> on snow removal. Please respond to this request before the end of business today. Thank you. - dawn

Dawn M. Savo  
Assistant Director of Finance  
Town of Trumbull  
5866 Main Street  
Trumbull, CT 06611  
203-452-5011 phone  
203-452-5099 fax

## Timothy M. Herbst

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**From:** Timothy M. Herbst  
**Sent:** Monday, February 11, 2013 6:04 PM  
**To:** iassognr@trumbullps.org  
**Cc:** Thomas H. Kiely; Ronald Kirby; John Marsilio; Maria Pires  
**Subject:** FW: Labor Force Requests - Snow Removal from Roofs

Ralph,

Please see the response we got from Region 1 below. Clearly, we can file for reimbursement because it is a FEMA claim. However, I want to make sure AJ has all of the documentation on these contractors, i.e. proof of insurance and proof of immigration status. Also, are we contacting other contractors besides AJ's contacts to determine if we can get a more favorable rate? These are questions that need to be answered. Thanks.

Tim

**From:** Kenny, Robert [mailto:Robert.Kenny@ct.gov]  
**Sent:** Monday, February 11, 2013 5:53 PM  
**To:** Anthony Schirillo (Stratford EMD/R1EPT Vice-Chair); Monroe; Capt. Richard Doyle (Easton EMD); Stamford; Westport; Chief Denis McCarthy (Norwalk EMD); Wilton; Chief Richard Felner (Fairfield EMD); Greenwich; Dave York (Monroe EMD); Dep Chief Arthur Reid (Fairfield Dep EMD); James Cole (New Canaan Dep EMD); James Cole (New Canaan Dep EMD); Joseph Miceli (Weston Dep EMD); Ronald Kirby; Marc Mcewan (Darien EMD); Matthew; New Canaan; Deluca, Michelle; Ronald Kirby (Trumbull EMD); Bridgeport; Sgt. Michael Ferullo (Weston EMD); Thomas Moore (Stratford Dep EMD); Chirrenzelli, Bill; A.D. Tiger Mann - New Canaan; Amy Siebert - Greenwich; Charles Carroll - Bridgeport; DD Robert Kennedy - Bridgeport; Doug Arndt - Monroe; Edward Nagy - Easton; Ernest Orgera - Stamford; Hal Alvord - Norwalk; John Lametta - Weston; John Marsilio; Maurice McCarthy - Stratford; Michael Pastore - New Canaan; Richard White - Fairfield; Robert Steeger - Darien; Stephen J. Edwards - Westport; Thomas Thurkettle - Wilton  
**Cc:** Bill Brenna (Wilton CEO); Gayle Weinstein (Weston CEO); Gordon Joseloff (Westport CEO); Jayme Stevenson (Darien CEO); John A. Harkin (Stratford CEO); Michael Pavia (Stamford CEO); Michael Tetreau (Fairfield CEO); Michael Tetreau (Fairfield CEO); Peter J. Tesei (Greenwich CEO); Richard Moccia (Norwalk CEO); Robert Mallozzi (New Canaan CEO); Steve Vavrek (Monroe CEO); Thomas Herrmann (Easton CEO); Timothy M. Herbst; William Finch (Bridgeport CEO)  
**Subject:** Labor Force Requests - Snow Removal from Roofs

Good evening,

Some Region 1 municipalities have requested State assistance for labor to assist with snow removal from roofs. Please be advised that at the present time, it is not anticipated that the National Guard assets will be responding to these types of missions. Town should consider using whatever private contracts they use for similar work, such as landscape contractors who provide a broad range of snow removal services. There are not currently any specific state contracts for snow removal from roofs; however, agencies may use contractors listed on the trade labor contract (roofers, etc) for such services as was done 2 years ago. Municipalities may also use this contract.

Link to that contract referenced below:

[http://www.biznet.ct.gov/SCP\\_Search/ContractDetail.aspx?ID=6710](http://www.biznet.ct.gov/SCP_Search/ContractDetail.aspx?ID=6710)

Regards,  
Bob Kenny

AGREEMENT

THIS AGREEMENT made this 1<sup>st</sup> day of July 2006 between the TRUMBULL SCHOOL BOARD OF EDUCATION (hereinafter referred to as *BOE*) and AFB CONSTRUCTION MANAGEMENT OF TRUMBULL, INC., a Connecticut operation with an office and principal place of business in the Town of Trumbull, Connecticut (hereinafter referred to as the *Manager*.)

WITNESSETH

WHEREAS, the *BOE* has a need for a Facility Manager of various projects. Which projects are set forth on Exhibit A annexed hereto and made part hereto and made part hereof; and

WHEREAS, *Manager* has been selected by the *BOE* to perform such projects.  
and

WHEREAS, *Manager* is willing to perform such projects.

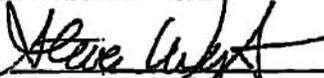
NOW, THEREFORE in consideration of above premises and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- 1) The *BOE* agrees to hire *Manager* as its Facility Manager to develop, manage and supervise on behalf of the *BOE*, the projects as set forth on Exhibit A annexed hereto and made part hereof.
- 2) *Manager* agrees to perform such projects. During the term of this AGREEMENT, *Manager* will work closely with the *BOE* so that such projects will be completed effectively and expeditiously.
- 3) The term of this AGREEMENT shall commence on July 1, 2006 and shall terminate on June 30, 2009 except it shall be extended annually thereafter (for a period from July 1<sup>st</sup> to June 30<sup>th</sup> of each year) unless either party gives written notice to the other party of its intention not to extend the contract by April 1<sup>st</sup> prior to each extension period.
- 4) The fee payable to the Manager by the BOE for services set forth in Exhibit A shall be **SIXTY-TWO THOUSAND AND EIGHTY NINE (\$62,089.00) DOLLARS** per annum (with a fixed 3.5% increase each year); payable on the 1<sup>st</sup> and 15<sup>th</sup> of each month in equal payments of **TWO THOUSAND FIVE HUNDRED AND EIGHTY SEVEN DOLLARS AND FOUR CENTS (\$2,587.04)** the first payment being made on July 1, 2006. This base fee includes family insurance.
- 5) This AGREEMENT may be terminated by either Party upon ninety (90) days written notice should the other Party fail to substantially perform in accordance with its obligations hereunder. Such written notice shall set forth, with specificity, the exact provision (s) of this AGREEMENT that have been violated.
- 6) *Manager* agrees to maintain an insurance policy with endorsement in favor of the *BOE* during the term of this AGREEMENT for General Liability Insurance on a comprehensive general liability from covering the occurrence of bodily injury in an amount of not less than **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS** and Property Damage of not less than **ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS**.

- 7) Any disputes, controversy or question or interpretation arising under, out of or in connection with relation to this AGREEMENT or any amendment hereof, or breach of default hereunder, shall be submitted to, and determined by arbitration in Trumbull, Connecticut before, and in accordance with application rules of the American Arbitration Association then in effect. Any award rendered therein shall be final and binding upon each and all of the Parties.
- 8) Non-Appropriation of Funds – Notwithstanding anything contained in this AGREEMENT to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this AGREEMENT, the vendor of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Board of any kind whatsoever, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.
- 9) This AGREEMENT sets forth the entire understanding of the Parties. No provision hereof may be amended, waived or modified at any time except upon the written consent of both of the Parties.
- 10) Any notice given under this AGREEMENT shall be in writing. It shall be effective upon receipt by the other Party upon failure of the addressee to accept delivery if and when mailed by Registered or Certified Mail, postage prepaid, or Express Parcel Service, addressed to such Party at such address. Any Party may, by written notice to the other, change its address for receiving such notice. All notices on behalf of each Party should be sent as follows:
- a) If to BOE: Trumbull Public Schools  
6254 Main Street  
Trumbull, CT 06611
- b) If to Manager: AFB Construction Management of Trumbull, Inc.  
622 Clinton Avenue  
Bridgeport, CT 06605
- 11) This constitutes the entire AGREEMENT between the Parties, supercedes and rescinds all prior agreements relating to the subject matter hereof unless otherwise indicated herein.
- 12) This AGREEMENT shall be governed and construed in accordance with the laws of the State of Connecticut.

Trumbull Board of Education

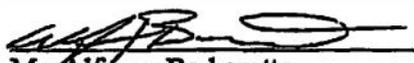
By:

  
Mr. Steven Wright  
Chairperson BOE

5/1/06  
Date

AFB Construction Management of Trumbull, Inc.

By:

  
Mr. Alfonso Barbarotta  
President

4/27/06  
Date

**EXHIBIT A**

- 1) AHERA Coordinator
- 2) Grant Form Supervision (State Board of Education)
- 3) Project Development Coordination
- 4) Plant/Technology Integration
- 5) OSHA Coordination
- 6) EPA Coordination
- 7) Assist review and monitoring of Plant budget
- 8) Coordinate and represent BOE Capitol Budget
- 9) Assist in development of both short and long term physical plant needs.
- 10) Oversee Capital Construction Projects
- 11) Coordinate Emergency Plant Responses
- 12) Assist in identification of Energy Management Initiatives
- 13) IAQ Coordination
- 14) Oversee Preventative Maintenance Program

**FEE STRUCTURE**

<b>Date</b>	<b>Compensation</b>
7/1/06	\$62,089
7/1/07	\$63,952
7/1/08	\$65,871

**Email response to Tim Herbst**

**March 22, 2013**

**Cc: T. Kiely  
M. Pires  
J. Marsilio  
S. Wright  
E. Hammers  
G. Cialfi  
S. O'Keefe  
D. Kokenos**

D

**Tim,**

**This notation is in response to both your March 19, 2013 Freedom of Information request and your follow up email of March 21, 2013.**

**I totally understand and am sensitive to the concerns and frustration you have conveyed. I hope I can alleviate some of this by reiterating that my staff and I will do everything to assist the Town with the FEMA and Trident Insurance applications, as well as ensure full cooperation on the part of the school district employees, particularly Mr. Barbarotta and Mr. Kennedy. That being said, I know you and Attorney Kokenos realize that my ability to dictate compliance, let alone immediate compliance, by third parties is limited as those entities are not subject to the Freedom of Information Act or my control. Nevertheless, I will use whatever leverage I may have to get them to comply and if any third party contractor we hired during either emergency does not adhere to my (and your) request, they will be removed from our list of vendors and will not work for Trumbull Public Schools in the future.**

**A few specific comments and observations:**

- Your request has been given top priority and Mr. O'Keefe, Mr. Barbarotta and Mr. Kennedy are working on this as we speak. Please note, for example, Mr. O'Keefe's letter to these providers seeking the information you requested. (I am planning follow-up calls to them.)**
- I have spoken to key staff involved and they have assured me that none have ignored your request although some of the contractors do not share your or my sense of urgency. Nonetheless, all will do everything they can to obtain the vendors cooperative and timely response.**
- Related to the above and to the formal documentation you seek, Mr. O'Keefe will coordinate the forwarding of all information on your request. As with the Police Department who are Town employees, we should be able to forward to you requested information on Board employees.**
- I know you realize the scope of this emergency was beyond routine, the follow-up necessary was comprehensive and the need to open schools quickly but safely was**

hindsight, it probably would have been best to obtain a “post incident” waiver, particularly since at the outset of the problem, we did not know the costs of the services rendered as they evolved over the course of the work.

- Steve Kennedy had thought that the Town has received all information they need to file with FEMA from his department. He communicates with Dawn Savo regularly and we have on numerous occasions modified, submitted, clarified, etc. our submissions as requested and in as timely a manner as possible. In fact, for the pre-application he believes he forwarded the information to her within a few hours of her request for storm Nemo.
- Steve also conveyed that with respect to Attorney Walsh not having back-up for the invoices for the 2011 snow removal—he provided to Joan, Maria, and Dawn on at least one occasion the back-up for this spreadsheet. In fact, we sat at a meeting with Sean Carroll and reviewed the claim and he brought copies of the back-up with him. A claim was supposed to have been presented to the insurance company and he believes they needed the back-up which we provided or the claim could not have been reviewed. When asked for this on March 7<sup>th</sup>, I had a copy for Sean within a couple of hours. I am not sure who Atty. Walsh or the Town contacted for this information, but it has been readily available for over a year. I have worked well with Attorney Walsh in the past and if he called me I would have gladly assisted him in whatever way I could just as I did before.

In closing, please note the concluding summary points:

- As I conveyed at the meeting, if you determine overcharging, gouging or other questionable issues associated with snow removal, my staff and I will support you in pursuing appropriate redress.
- Please know that I understand the importance of the Town’s application and as stated, will do everything in my power to assist you and ensure the cooperation of school district employees and to the extent feasible, to outside contractors.

Finally, given the extent of both your and my concerns and our unified, mutual interests, I would recommend that you and I convene a meeting Wednesday or Thursday of next week with those directly involved in the snow removal issue (Sean O’Keefe, Gary Cialfi, Steve Kennedy, AFB, Attorney Kokenos, Maria Pires and you). I firmly believe that several of the peripheral items of concern can be clarified at that time.

Thank you.

**Jim Henderson**

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**From:** Iassogna, Ralph <RIassogn@trumbullps.org>  
**Sent:** Monday, April 15, 2013 11:27 AM  
**To:** Jim Henderson  
**Cc:** fdugas@bmdlaw.com; Timothy M. Herbst; Steve Wright (swright@goldmangruderwoods.com); O'Keefe, Sean; Butler, Lauren  
**Subject:** RE: Request for Information

Jim, not knowing the tone of your email, I will bypass a somewhat caustic reply (which is not your usual style). Nonetheless, I can meet with you tomorrow any time after 10:00 a.m. In my office where I have access to Information.

Please confirm with Lauren.

Thank you,

*Ralph M. Iassogna*

Lauren Butler on behalf of Ralph M. Iassogna  
Superintendent  
Trumbull Public Schools  
6254 Main Street  
Trumbull, CT 06611  
(203) 452-4301  
(203) 452-4305 fax  
[superofc@trumbullps.org](mailto:superofc@trumbullps.org)  
[www.trumbullps.org](http://www.trumbullps.org)

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**From:** Jim Henderson [mailto:jhenderson@trumbull-ct.gov]  
**Sent:** Monday, April 15, 2013 11:07 AM  
**To:** Iassogna, Ralph  
**Subject:** RE: Request for Information

I want a face to face meeting on the subject. Why don't you tell me when you are available?

---

**From:** Iassogna, Ralph (mailto:RIassogn@trumbullps.org)  
**Sent:** Monday, April 15, 2013 11:00 AM  
**To:** Jim Henderson  
**Subject:** RE: Request for Information

Sorry, I am unavailable. Why don't you call?

Ralph M. Iassogna, Superintendent  
Trumbull Public Schools  
6254 Main Street  
Trumbull, CT 06611  
(203) 452-4301  
(203) 452-4305 fax  
[iassognr@trumbullps.org](mailto:iassognr@trumbullps.org)

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**From:** Jim Henderson [<mailto:jhenderson@trumbull-ct.gov>]  
**Sent:** Monday, April 15, 2013 10:36 AM  
**To:** Iassogna, Ralph  
**Subject:** RE: Request for Information

Ralph,

The date is April 19<sup>th</sup>. Sorry my mistake. I would still like to meet with you in my office on this subject.

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**From:** Iassogna, Ralph [<mailto:RIassogn@trumbullps.org>]  
**Sent:** Monday, April 15, 2013 10:30 AM  
**To:** Jim Henderson  
**Cc:** [fdugas@bmdlaw.com](mailto:fdugas@bmdlaw.com); Timothy M. Herbst; [swright@goldmangruderwoods.com](mailto:swright@goldmangruderwoods.com)  
**Subject:** RE: Request for Information

Jim,

With regard to your first request for agreements involving AFB's role as construction manager and owner's representative, please be advised that the Board of Education has none as in these roles, Mr. Barbarotta was appointed by the Trumbull High School Building Committee, an arm of the Town Council.

As to your second request with regard to snow removal, that information already has been forwarded to the First Selectman and Town Attorney Dennis Kokenos.

As such, your request for a meeting on April 12 at 10:00 a.m. is considered moot and untimely as the date has already past.

Respectfully,

*(Lauren Butler for) Denise M. Faiella on behalf of*  
*Ralph M. Iassogna, Superintendent*  
Trumbull Public Schools  
6254 Main Street  
Trumbull, CT 06611  
(203) 452-4301  
(203) 452-4305 fax  
[www.trumbullps.org](http://www.trumbullps.org)

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**From:** Jim Henderson [<mailto:jhenderson@trumbull-ct.gov>]

**Sent:** Monday, April 15, 2013 8:53 AM

**To:** Falella, Denise

**Cc:** Timothy M. Herbst

**Subject:** Request for Information

**Importance:** High

Ralph,

Please provide to this office all invoices and agreements with AFB Construction Management of Trumbull, Inc. regarding its role as construction manager and owner's construction representative.

Please also provide to this office all agreements and invoices for the removal of snow from the Town of Trumbull school facilities.

I want to meet with you to review this information at my office on Friday April 12<sup>th</sup> at 10:00am. Please make sure that all documents requested are provided at that time.

Respectfully,

James Henderson  
Financial/Accounting Analyst  
5866 Main Street  
Trumbull, CT. 06611

## Jim Henderson

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**From:** Iassogna, Ralph <Riassogn@trumbullps.org>  
**Sent:** Wednesday, April 17, 2013 9:37 AM  
**To:** Jim Henderson  
**Cc:** Timothy M. Herbst; fdugas@bmdlaw.com; swright@goldmangruderwoods.com  
**Subject:** RE: AFB Construction

In response to your query, and as I have shared on numerous occasions over the past 10 years, including public Board of Education meetings, my son is employed by AFB (and owns no equity in that company).

Ralph M. Iassogna, Superintendent  
Trumbull Public Schools  
6254 Main Street  
Trumbull, CT 06611  
(203) 452-4301  
(203) 452-4305 fax  
[iassognr@trumbullps.org](mailto:iassognr@trumbullps.org)

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**From:** Jim Henderson [<mailto:jhenderson@trumbull-ct.gov>]  
**Sent:** Wednesday, April 17, 2013 7:23 AM  
**To:** Iassogna, Ralph  
**Subject:** AFB Construction

Ralph,

As part of my audit investigation I have information that indicates that a member of your family works for AFB Construction. Can you confirm that piece of information for me?

James Henderson  
Financial/Accounting Analyst  
5866 Main Street  
Trumbull, CT. 06611

## Jim Henderson

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**From:** Iassogna, Ralph <RIassogn@trumbullps.org>  
**Sent:** Wednesday, April 17, 2013 9:48 AM  
**To:** Jim Henderson  
**Cc:** swright@goldmangruderwoods.com; Deborah Herbst (deborah.herbst@gmail.com); Timothy M. Herbst; Herbst, Deborah; fdugas@bmdlaw.com; O'Keefe, Sean  
**Subject:** Investigation on Snow Removal Costs

Following our meeting yesterday, the First Selectman has reconfirmed to me that you are initiating an internal investigation into the issues associated with snow removal costs, specifically regarding AFB. Tim further conveyed that the recent BOF and Town Council meeting sparked additional questions and concerns with respect to snow removal costs, as well as other ancillary issues. He further amplified that there are several other issues that you are examining and/or investigating.

As such, please be advised that my staff and I, as well as the Board of Education have, and will, cooperate fully with your examination as evidenced by your meeting with Dr. Cialfi, Mr. O'Keefe and myself on Tuesday. You should know that Business Manager Sean O'Keefe is coordinating the BOE efforts in this issue.

In order for my staff to fully provide you with any information you seek, please convey to me in writing the specific issues, questions or concerns raised by any or all parties and we expeditiously will respond.

Thank you.

Ralph M. Iassogna, Superintendent  
Trumbull Public Schools  
6254 Main Street  
Trumbull, CT 06611  
(203) 452-4301  
(203) 452-4305 fax  
[iassognr@trumbullps.org](mailto:iassognr@trumbullps.org)

## **Jim Henderson**

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**From:** Iassogna, Ralph <RIassogn@trumbullps.org>  
**Sent:** Wednesday, April 24, 2013 11:09 AM  
**To:** Jim Henderson  
**Cc:** swright@goldmangruderwoods.com; Timothy M. Herbst; O'Keefe, Sean  
**Subject:** Follow Up Points to our meeting

Please note the 2 follow-up points to our recent meeting:

1. As I conveyed to you and stated, as Superintendent, I take responsibility for not obtaining a formal Bid Waiver from the First Selectman during the NEMO emergency in 2013; however, please know this was not done in disregard, but rather that I believed the waiver was inherent in my conversation with the First Selectman when we agreed to "do whatever it takes to open school safely and timely". It also should be noted that this same type of commitment and action were utilized in the blizzards in 2011, with no question on obtaining a bid waiver raised at that time.
2. As a follow-up to your query as to my son working for AFB and my publically disclosing that on several occasions over the years, please note that I have carved myself out, in an abundance of caution, from direct involvement with AFB's employment status as the singular function of the BOE. That is also the reason why, when the First Selectman expressed concerns with AFB's role in the outside vendor snow removal process, I directed Business Administrator Sean O'Keefe to coordinate any follow-up to that process.

Hope this helps! Thank you.

Ralph M. Iassogna, Superintendent  
Trumbull Public Schools  
6254 Main Street  
Trumbull, CT 06611  
(203) 452-4301  
(203) 452-4305 fax  
[iassognr@trumbullps.org](mailto:iassognr@trumbullps.org)

ORIGINAL

**AGREEMENT FOR OWNER'S CONSTRUCTION  
REPRESENTATIVE**

E

This Agreement ("Agreement"), made this 1st day of August, 2008, by and between the Town of Trumbull, a municipality duly organized and existing under the laws of the State of Connecticut ("Town") and AFB Construction Management of Trumbull, Inc., a Connecticut corporation with a principal place of business at 622 Clinton Avenue, Bridgeport, Connecticut ("AFB").

**WITNESSETH:**

Whereas, the Town is undertaking a certain "Renovate as New" construction project at Trumbull High School ("Project"); and

Whereas, the Town has charged the Trumbull High School Building Committee (the "Committee") with oversight responsibility for the Project and the Committee will have responsibility for administering this Agreement;

Whereas, the Architect for the Project is JCJ Architecture, Inc./ Wiles Architects, LLC ("Architect") and the Construction Manager/constructor is O&G Industries, Inc./A.P. Construction, a joint venture ("CM");

Whereas, the Town issued an Invitation to Bid and Bid Specification for an Owner's Construction Representative, a copy of which is attached hereto and incorporated herein as Exhibit A;

Whereas, based upon the representations made by AFB in its Bid Proposal and Project Approach, copies of which are attached hereto and incorporated herein as Exhibit B, the Town desires to retain the services of AFB to provide Owner's Construction Representative ("OCR") to the Town in connection with the Project; and

Whereas, AFB desires to provide OCR services to the Town in connection with the Project.

Now, therefore, in consideration of the foregoing and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**I. OCR SERVICES**

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**A. Scope of services to be provided by AFB as OCR:**

AFB agrees to perform its services using its professional skill, experience and judgment in order to further the interests of the Town and the Project. AFB agrees that it will cooperate with the Town, the Architect and the CM in fulfilling its responsibilities and in order to ensure that the Project progresses appropriately (unhindered by problems or interruptions), remains within budget and is completed to the Town's satisfaction on schedule.

AFB shall provide to the Town the following services and specifies Alfonso F. Barbarotta as the person responsible for performing the OCR services hereunder:

1. Report to the Town, and act as the Town's agent for purposes of carrying out the Town's obligations under its contracts with Architect, CM and other identified third-party contractors and consultants.
2. Observe the progress and quality of the work during construction to determine that the work is proceeding in accordance with the contract documents, and monitor the construction schedule to verify that the work is being done in a timely manner.
3. Prepare periodic project status reports in a form and on a schedule to be agreed to by the parties with regard to progress issues, including construction schedule, budget, change orders, claims and disputes.
4. Help coordinate roles and responsibilities as between the CM, Architect and Owner.
5. Monitor and observe the construction schedule and progress and the quality of work and materials and notify Owner if, in the OCR's opinion, work does not conform with the obligations of the CM under its contract with the Owner.
6. Attend Project meetings and review meeting minutes.
7. Periodic monitoring of on-the-job testing.
8. Review of test results in cooperation with the CM, Architect and Engineer and advise Owner regarding any testing invoices to be paid by Owner.
9. Monitor shop drawing, product data and sample review processes by Architect.
10. Review CM and subcontractor proposals and make recommendations to Owner on proposed change orders.
11. Maintain records at the construction site or as directed by the Owner in an

**ORIGINAL**

orderly manner in accordance with the Owner's procedures. Records include, where applicable: operation and maintenance materials; correspondence; Contract Documents; Change Orders; Construction Change Directives/Authorizations; Architect's/Engineers Supplemental Instructions; reports of special inspections and testing; reports of site conferences; Shop Drawings; Product Data; Samples; supplementary drawings; schedules; requests for payment; names and addresses of contractors, subcontractors and principal material suppliers; video and photographic logs of the project and electronic files.

12. **Maintain a log book containing Project progress information and reports, including information regarding any verbal instructions and interpretations given to the CM, the OCR's time and activities related to the project.**
13. **Review applications for payment by CM and Architect with accompanying schedules of values and make recommendations for payment thereof.**
14. **Advise on claims and proposed resolution thereof.**
15. **Coordinate with Town's Finance Department receipt of certificates of insurance as required by the contract documents.**
16. **Review request for substantial completion from CM, along with Architect and Town.**
17. **Review punch list and completion schedule prepared by Architect and assist with final inspection with Town and Architect.**
18. **Help coordinate final testing and start-up of utilities, operational systems and equipment with CM.**
19. **Receive warranties, deliver keys, record drawings (including as-builts) and maintenance stocks from CM to Town.**
20. **Provide such other services as requested by Town in writing, consistent with OCR's responsibilities in terms of the Project and as necessary to meet the Town's reasonable needs and requirements.**
21. **Serve as the Owner's Representative under the Project Labor Agreement with Building Trades Council, the CM and covered trade contractors.**

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**B. Limitations of Authority of OCR**

Unless specific exceptions are established by written instructions issued by the Owner, the OCR:

1. Shall not authorize deviations from the Contract Documents.
2. Shall not personally conduct any tests.
3. Shall not enter into the area of responsibility of the CM or Architect.
4. Shall not expedite the work for the contractor.
5. Shall not advise on, or issue directions relative to, any aspect of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
6. Shall not authorize or suggest that the board occupy the Project, in whole or in part, prior to substantial completion.
7. Shall not issue a certificate for payment.
8. The parties acknowledge that AFB is retained solely for the purpose of the Project described herein and is authorized to act on the Town's behalf only to the extent set forth herein. At all times, AFB's relationship to the Town shall be that of an independent contractor.
9. Shall not authorize the expenditure of funds on behalf of the Town.

**II. COMPENSATION**

The Town shall pay AFB for all OCR services rendered hereunder at the hourly rates set forth in AFB's Fee Proposal, attached hereto as part of Exhibit B. AFB's hourly rates include all of its direct staff costs, employee benefits, state and federal unemployment insurance, payroll taxes and overhead and profit. AFB's hourly rates shall remain the same for the duration of this Agreement. AFB's fees for the pre-construction phase of the Project shall not exceed \$34,800.00. AFB's fees for the construction phase of the Project shall not exceed \$471,600. AFB's fees for the post-substantial completion phase of the Project (i.e., the 4 months immediately following substantial completion of the Project), shall not exceed \$36,000. AFB shall be reimbursed for its direct, out-of-pocket expenses related to the Project in an amount not to exceed \$50,000.

Fees and expenses incurred hereunder shall be paid through itemized monthly invoices submitted in triplicate by the 15<sup>th</sup> of each month to the Committee. All properly submitted invoices shall be due and payable within 30 days of the date upon which the Committee

ORIGINAL

approves the same for payment and submits said invoice to the Town. All expenses are to be invoiced at actual cost, and pre-approved by the Town.

### III. Insurance

AFB shall purchase and maintain such insurance as will protect the Town from the claims set forth below which may arise out of or result from AFB's services under this agreement and for which AFB or the Town may be legally liable:

- a) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts with respect to employees or agents of AFB;
- b) claims for damages arising from bodily injury, occupational sickness or disease, or death of AFB's employees or agents;
- c) claims for damages insured by usual personal injury liability coverage, which are sustained by any person as a result of any act directly or indirectly related to the services of AFB hereunder and the Town's reliance thereon.
- d) claims for loss, damages or destruction of real or personal property as a result of any act directly or indirectly related to the services of AFB hereunder and the Town's reliance thereon.

The insurance required by this paragraph shall be written for not less than the following limits or as required by law, whichever coverages/limits are greater.

#### Commercial General Liability:

Bodily Injury and Property Damage Liability	\$1,000,000 per occurrence
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

#### Workers' Compensation/Employer's Liability:

Workers' Compensation Insurance	Statutory Limits
Employer's Liability-Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Accident	\$500,000 each accident

#### Automobile Liability:

Bodily Injury and Property Damage Liability	\$1,000,000 combined limit
Hired/Non-owned Automobile Liability	\$1,000,000

#### Professional Liability:

\$1,000,000

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Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the commencement date of the Agreement until completion of the Project. Certificates of insurance, naming the Town as an additional insured and Certificate Holder, shall be provided to the Town prior to the commencement date hereof. Such certificates and insurance policies shall not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

#### **IV. Term**

This Agreement shall commence on the 1st day of August 2008 and shall continue in full force and effect until the expiration of 4 months following the substantial completion of the Project or until this Agreement is terminated as provided in paragraph 6 below.

#### **V. Termination**

The Town may terminate this Agreement upon thirty (30) days' prior written notice to OCR, with or without cause.

#### **VI. Mutual Representations and Warranties of the Parties**

Each party hereto represents and warrants to the other the following:

- a) As of the date of this Agreement, it is a municipality/corporation duly organized, validly existing and in good standing under the laws of its state of organization/incorporation, with all requisite power and authority to execute, deliver, and enter into and perform its obligations under this Agreement.
- b) As of the date of this Agreement, it duly qualified to do business in good standing in every jurisdiction where the character of the business being conducted by it requires such qualification and in which failure to so qualify would have a material adverse effect on its assets or its ability to perform its obligations hereunder.
- c) Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated herein, will conflict with, or result in the breach of, or constitute a default under, any of the provisions of its certificate of incorporation or charter, or bylaws, or any other restrictions or any agreement or instrument to which it is a party or by which it is bound.
- d) It has taken, or caused to be taken, all necessary action to authorize the execution, delivery and performance of this Agreement, and that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

ORIGINAL

**VII. Notices**

Any notice, request, consent, demand or other communication given or required to be given hereunder shall be in writing and in the English language and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid:

A. if to the Town, to:

Chairman, Trumbull High School Building Committee  
c/o First Selectman's Office  
Town Hall  
5866 Main Street  
Trumbull, CT 06611

With a copy to:

Jeffrey M. Donofrio, Esq.  
Ciulla & Donofrio, LLP  
127 Washington Avenue  
North Haven, CT 06473

B. if to AFB, to:

Alfonso Barbarotta  
AFB Construction Management  
622 Clinton Avenue  
Bridgeport, CT 06605

or to such other addresses and to the attention of such persons as may hereafter be designated by like notice hereunder. Any communication shall be deemed given only upon actual receipt of certified mailing.

**VIII. Breach:**

Upon any material breach of this Agreement, the non-breaching party shall cause notice to be delivered to the breaching party setting forth the nature of the breach and the specific portions of the agreement relevant thereto. Said notice shall recite a cure period of fifteen (15) days from the date of receipt of said notice by the breaching party. In the event said cure period expires without appropriate response from the breaching party, a default shall automatically occur.

**IX. Force Majeure**

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, that party shall give to the other party prompt written

ORIGINAL

notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall entirely rest within the discretion of the party concerned. The term force majeure lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, failure to timely receive necessary governmental approvals, governmental restraint and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

#### **X. Indemnification**

AFB shall defend, indemnify and hold harmless the Town, its officers, employees and agents, for any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damages and expenses including, without limitation, reasonable attorney's fees, and liabilities of every kind and character resulting from claims, suits or actions brought or asserted by any person based upon any alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by or resulting from or arising out of AFB's breach of its duties and obligations under this Agreement.

#### **XI. Miscellaneous Provisions**

A. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or terminations sought, and then only to the extent set forth in such instrument.

B. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, whose courts shall have sole and exclusive jurisdiction over all claims, demands or actions arising from this Agreement.

C. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

ORIGINAL

D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party shall have the right to assign this Agreement without the prior written consent of the other party hereto.

E. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular, as the context may require.

f) If any provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent permitted by law.

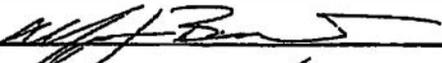
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

TOWN OF TRUMBULL

By: 

Title: Fred Sebetman

AFB CONSTRUCTION MANAGEMENT  
OF TRUMBULL, INC.

By: 

Title: Paul J. ...



**Alfonso Barbarotta**  
MANAGING PARTNER

t 1.855.ConveoCT f 203.275.8371  
t 203.335.3000 e abarbarotta@conveoenergy.com  
c 203.395.7635 w conveoenergy.com

622 Clinton Avenue | Bridgeport, CT 06605



F

ATTORNEY ANN E. BROOKES  
LL.M. IN TAXATION

April 23, 2013

Via Facsimile (203) 375-5003  
Robert J. Nicola, Esq.  
Owens, Schine & Nicola, P.C.  
799 Silver Lane  
PO Box 753  
Trumbull, CT 06611

Re: Trumbull Loves Children, Inc.

Dear Bob:

I write to follow up on our telephone call of Friday during which we discussed TLC's construction project at Daniels Farm School. I was surprised that you suggested potential litigation between the Town and TLC as a result of that construction, especially because the Town agreed to the project and was a party to the agreement which authorized TLC undertake it. Thank you for agreeing to research what the Town's litigation claims would be. I appreciate your offer to provide me with details of the claims you suggested by yesterday because as we both agreed, time is important with this project and we must continue to progress forward in order to achieve its completion for use in the fall. Perhaps you are busier than anticipated or perhaps you have determined that there are no potential claims after you researched the matter because I have not heard from you.

In either case, TLC does not believe its construction or selected project manager, AFB, will give rise to legal claims. It certainly does not want to have to sue the Town for specific performance, as you suggested may be required if it moves forward with AFB as its construction manager. AFB will be providing oversight for TLC. I do not foresee a circumstance when AFB would be inspecting its own work for this reason.

As we agreed during our call, the Fire Marshal and the Building Department will conduct inspections. AFB was TLC's project manager on the original construction to which this project is an addition. There was no concern about conflict of interest leading in to that and there were no claims of conflict of interest at any point thereafter. In fact, as AFB acts in an oversight capacity for the Board of Education with third party construction of school buildings and projects, it follows that AFB's oversight of TLC's construction would result in a consistent standard of review—one that the Board of Education has determined to be its standard for school campuses.

Nevertheless, I have no problem proposing a requirement in the TLC contract with AFB, that AFB not inspect its own work for anyone other than TLC with regard to this TLC project. May I suggest this as a resolution to your concerns?

Robert J. Nicola, Esq.  
Owens, Schine & Nicola, P.C.  
April 23, 2013  
Page 2 of 2

Very truly yours,

A handwritten signature in black ink, appearing to read "Ann E. Brookes", with a long horizontal flourish extending to the right.

Ann E. Brookes

**OWENS, SCHINE & NICOLA, P.C.**  
ATTORNEYS AND COUNSELORS AT LAW

H

Founded 1928

HOWARD T. OWENS (1926-1986)  
EDWARD SCHINE (1928-1983)

799 SILVER LANE  
P.O. BOX 753  
TRUMBULL, CONNECTICUT 06611-0753

TELEPHONE (203) 375-0600  
FACSIMILE (203) 375-5003  
[WWW.OSN-PC.COM](http://WWW.OSN-PC.COM)

FAIRFIELD OFFICE  
53 SHERMAN STREET  
FAIRFIELD, CONNECTICUT 06424

DARIN L. CALLAHAN\*  
DANIEL F. CARUSO  
ANTHONY M. GUERRERA  
DENNIS J. KOKINOS  
ROBERT J. NICOLA  
HENRY A. PERLES\*  
JOSEPH A. SICILIANO  
EDWARD V. WALSH\*\*

EMAIL: [OSN-PC.COM](mailto:OSN-PC.COM)  
SENDERS EXT.: 30

\*ALSO ADMITTED IN NY  
\*\*ALSO ADMITTED IN NY AND MA

April 23, 2013

Via Facsimile (860) 399-5518  
Ann E. Brookes, Esq.  
P.O. Box 690  
Westbrook, CT 06498

**RE: Trumbull Loves Children, Inc.**

Dear Ann:

Please be advised that I am still firm in my position that TLC's use of AFB Construction Management, Inc. (AFB) is improper. Your contracting with AFB would result in a violation of Trumbull's Code of Ethics (Code), a fact Mr. Barbarata is well aware of. If it serves as TLC's Construction Manager it would be performing the same services for TLC that it is obligated to perform for the Trumbull Board of Education.

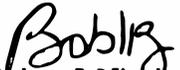
The Code applies to employees, consultants, contractors, etc of the Board of Education. Paragraph B.1 of Section VII of the Code prohibits employment when "such employment or services are incompatible with the proper discharge of official duties". Paragraph B.2 of Section VII of the Code prohibits other employment where such employment shall "conflict with his ability to perform such duties". Both clearly provide here as do other provisions of the Code.

I do not understand your position. We provided you with enough notice to enable you to select another Construction Manager forthwith thereby causing no delay in the start of construction.

If you insist on using AFB the conflict could be eliminated by AFB terminating its Agreement with the Board of Education and then work for AFB, but that is obviously its decision.

The Town is not trying to be difficult but it cannot foster and condone a violation of its own Municipal Code. If you persist in employing or contracting with AFB, the Town of Trumbull will terminate its contract with TLC.

Very truly yours,

  
Robert J. Nicolia

RJN:rz

I

5. Interview any individuals from Spath-Bjorklund Associates, Inc., the project design engineering firm.
6. Interview any individuals from Mark IV Construction Company, Inc., the construction company for Contract No. 3 and Contract No. 4.

Also, we have not performed any procedures related to Contract No. 4 other than the one day of on-site field inspections and review of selected contract documents as noted above.

#### *V. Findings*

Our major categories of findings can be summarized as follows with additional details outlined in the remainder of this report.

- Town Purchasing Policies were not always adhered to with respect to both the Engineering Design Contract extensions and the construction contract extension.
- The Town policies and procedures for reviewing construction contracts did not analyze bids in a sufficient level of detail to adequately compare the various bid alternatives.
- Generalized engineering design lacked specificity in a number of areas due to various factors.
- Modifications to a number of items of the actual construction which were inconsistent with the design documents as originally bid in a number of areas which resulted in substantial additional cost.
- The number of Town field inspectors being deployed to oversee and inspect the construction field crews was inadequate.
- There was a lack of controls in place by the Town field inspectors to capture daily information relative to each field crew, including quantities of pipe laid each day and other pertinent contemporaneous data – such as the maintenance and preservation of Daily Field Logs.
- There was a lack of controls to verify the payments requested by the contractor via the Payment Applications both as to quantities and unit prices and overall accuracy.
- There was a lack of follow up relative to design engineering plans and drawings for the remainder of the project resulting in payments being made to the engineering firm significantly in advance of the services being provided to the Town.
- There was a lack of guidance and controls provided by the Town officials to the Town's field inspector(s) as to the decisions made in the field regarding design changes, including the significant financial impact of these changes.
- There was undue reliance by the WPCA board on Town officials and Town employees especially as it relates to their duty of care.
- The lack of qualifications (education and experience) of various Town employees for the positions they held and the level of responsibility they were being given in those positions, including positions not filled or replaced.
- There were multiple positions held by individuals which created inherent conflicts and mitigated the controls and oversight that should be present amongst those various positions.

**Conflicts of Interest**

It was noted during the procedures performed that one individual, Mr. Kallmeyer, held various positions within the Town simultaneously. He was the Assistant Town Engineer from July 1970 to June 1982, the Director of Public Works from July 1982 to March 1988 and the WPCA Sewer Administrator from 1981 to 1984. While the construction of Contract 3 was not during this time frame, much of the long term planning and design work was accomplished during these time periods. By having different individuals in these three different positions creates checks and balances in that each individual would represent a different interest and a different perspective on issues. Had different individuals been in these positions, there may have been more challenging of the approaches taken and recommendations and the ultimate decisions made along the way.

The work on this assignment was primarily performed by Catherine M. Parente, CPA/ABV/CFF, CVA, CFE, CFFA and William Skerpan, Jr. Significant professional assistance was provided by Julie Steffes, CPA/CFF, CFE, CVA and Joseph D'Alesio, P.E. Our fieldwork including interviews, document review, site visit and scope expansion were completed by June 10, 2010. We would be glad to further expand the scope of our work at your request or answer any questions you may have regarding the work we have performed.

CCR LLP

CCR LLP

Dated: August 24, 2010

**Business Inquiry**

 HOME  HELP

**Business Inquiry Details**

Business Name: **CONVEO ENERGY, LLC** Business Id: **1072241**

Business Address: **622 CLINTON AVE,  
BRIDGEPORT, CT, 06605** Mailing Address: **NONE**

Citizenship/State Inc: **Domestic/CT** Last Report Year:

Business Type: **Domestic Limited Liability  
Company** Business Status: **Active**

Date Inc/Register: **May 18, 2012**

J

**Principals**

<b>Name/Title:</b>	<b>Business Address:</b>	<b>Residence Address:</b>
ALFONSO F. BARBAROTTA MEMBER	622 CLINTON AVE, BRIDGEPORT, CT	28 UNITY DR, TRUMBULL, CT

**Business Summary**

Agent Name: **HARLOW, ADAMS & FRIEDMAN, P.C.**

Agent Business Address: **ONE NEW HAVEN AVENUE, SUITE 100, MILFORD, CT, 06460**

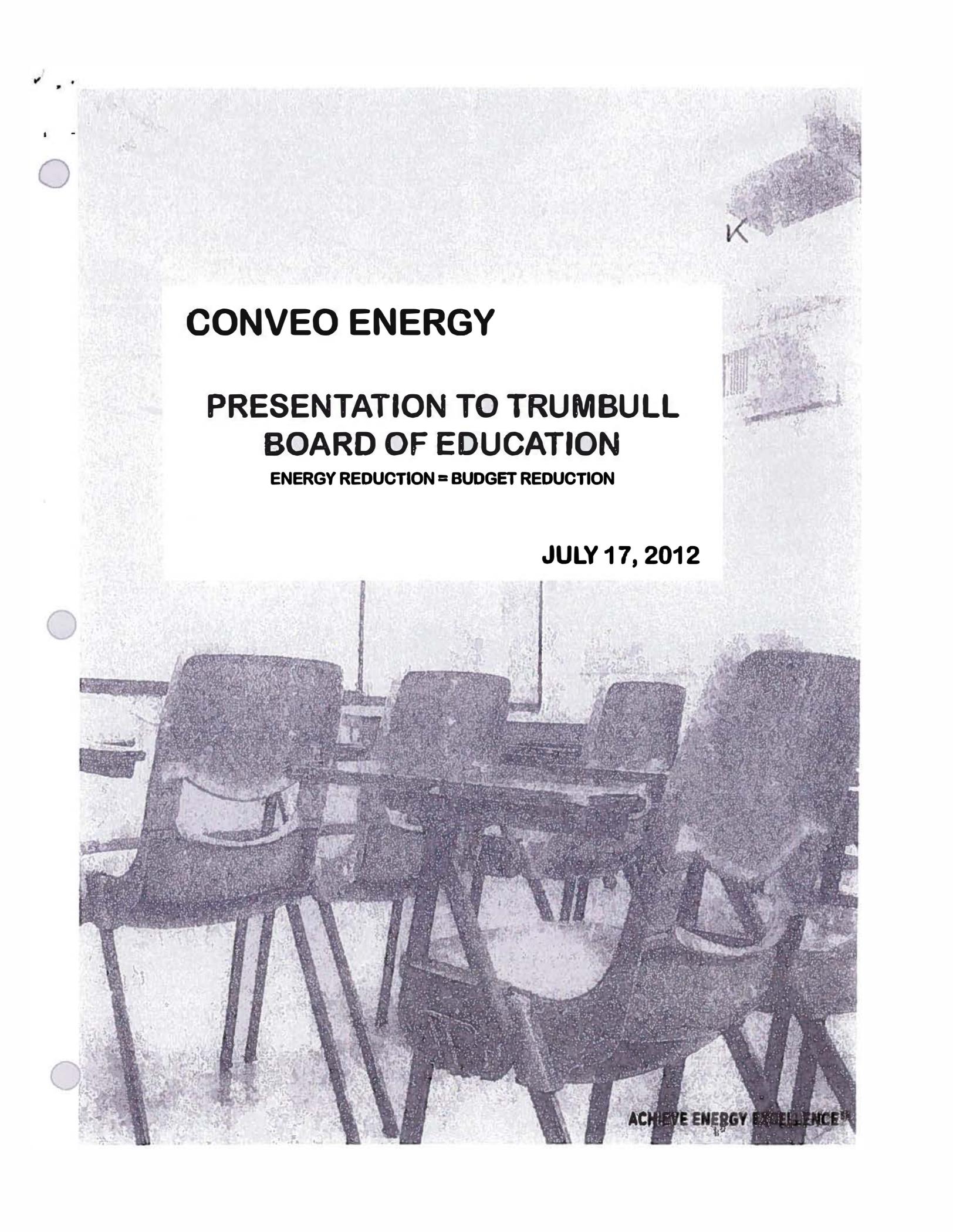
Agent Residence Address: **NONE**

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The background of the slide is a grayscale photograph of a classroom. It shows several rows of wooden desks and chairs. The desks are arranged in a way that suggests a typical classroom layout. The lighting is somewhat dim, and the overall tone is professional and educational.

# **CONVEO ENERGY**

## **PRESENTATION TO TRUMBULL BOARD OF EDUCATION**

**ENERGY REDUCTION = BUDGET REDUCTION**

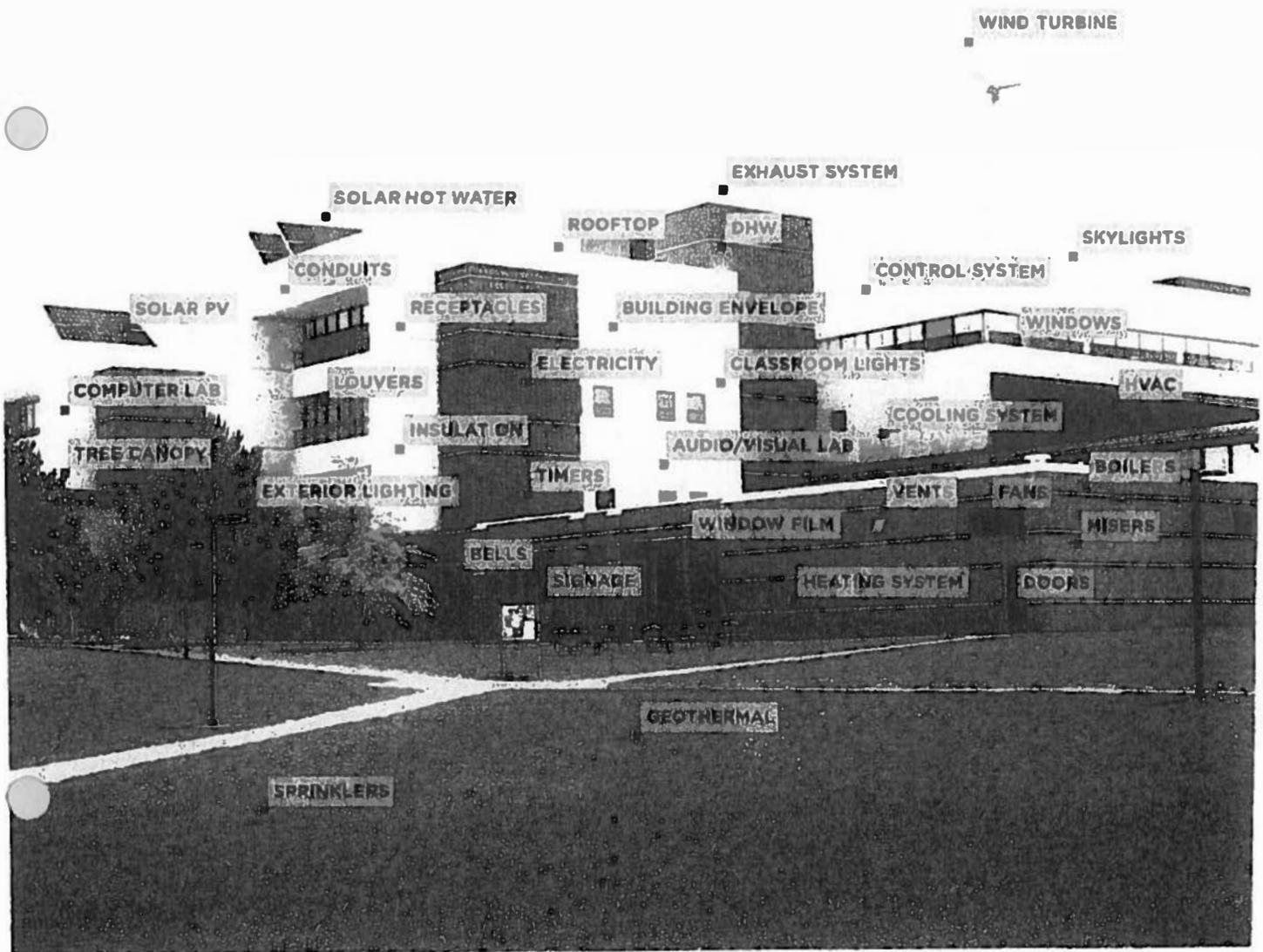
**JULY 17, 2012**

**ACHIEVE ENERGY EXCELLENCE™**



# A ATOMY OF AN EFFICIENT SCHOOL BUILDING

From the parking lot to the rooftop, there are lots of opportunities in and around your facility to reduce energy consumption & utility costs:



COMPANY OVERVIEW



# WE CONTROL YOUR ENERGY YOU CONTROL YOUR BUDGET

Optimize your energy operations with the hands-on team, proprietary process & practical solutions of Conveo Energy.

**MORE EFFICIENT BUILDINGS & MORE EFFICIENT PEOPLE**

Modifications will be made to improve your building & space usage, and adjust behaviors of the groups & individuals using your school facilities.

**A PROPRIETARY PROCESS YIELDS PRACTICAL SOLUTIONS**

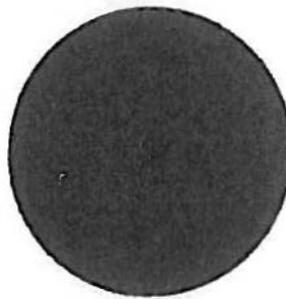
From immediate improvements to your operations to long-term efficiencies, Veology™ helps you realize all of your energy and cost reduction options.

**VISIBLE SAVINGS WITH NO RISK TO YOU.**

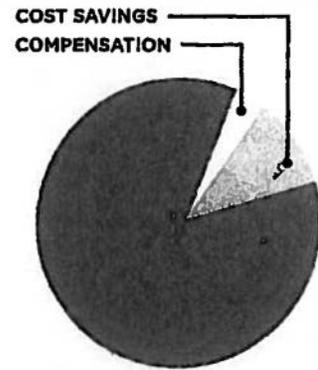
Not only will the process realize significant energy reduction and cost avoidance for your schools, but there's also no cost to begin.

**WHAT DOES ALL THIS COST?**

In an age of tough budgetary constraints for you, here's some good news. Conveo Energy gets compensated out of the actual cost avoidance of your combined gas, oil & electric accounts. You can keep your utility budget constant, and have energy savings to reinvest into whatever you choose.



**Before**  
The example above shows a school's budget for energy-related services before Conveo Energy is involved.



**After**  
Conveo Energy generates tangible cost avoidance, from which it is compensated — at no additional expense to you.

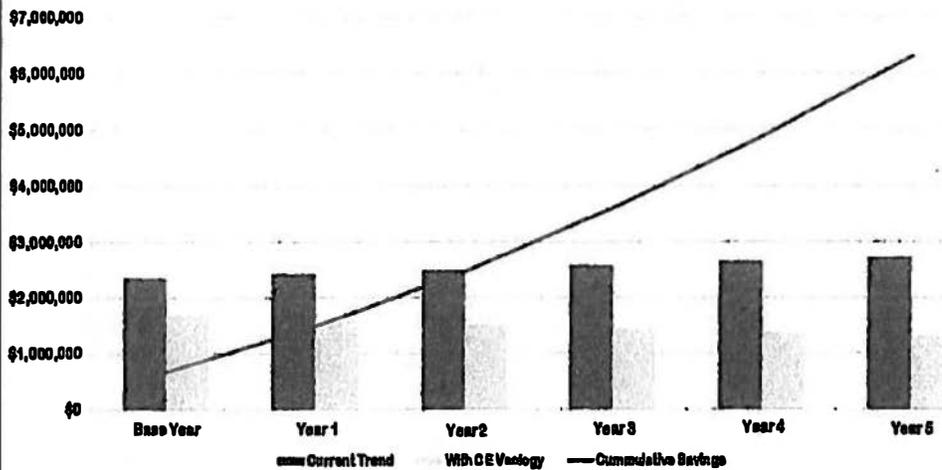
# TRUMBULL ENERGY STAR SCORES & COST/FT<sup>2</sup>



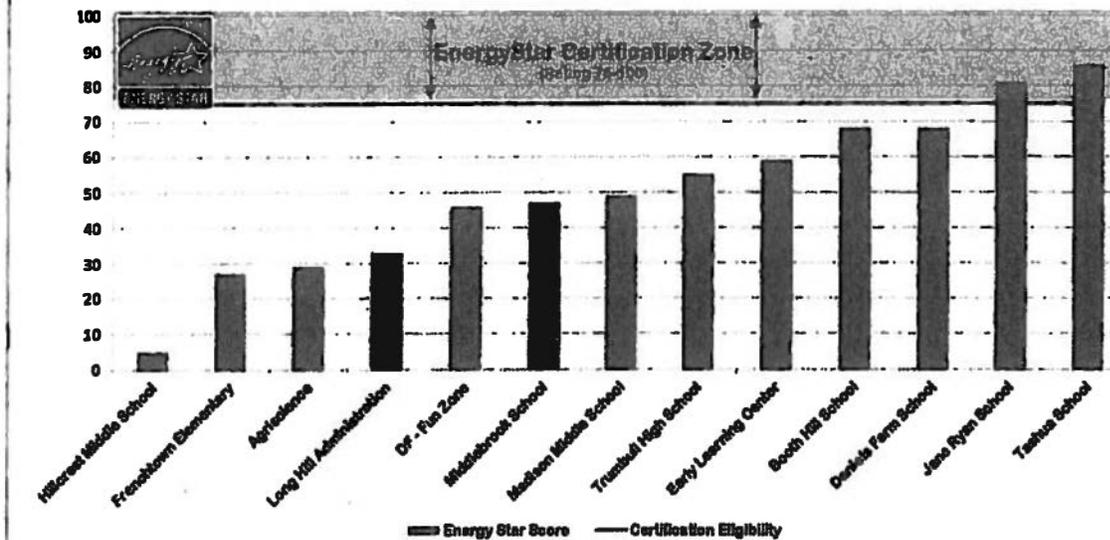
## POTENTIAL SAVINGS BY COST/FT<sup>2</sup> REDUCTION

School	Score	Total Ft <sup>2</sup>	Annual Energy Cost	Total Energy Cost/Ft <sup>2</sup>	Goal Cost/ Ft	Potential Savings/Yr	Potential 5 Year Savings
Hillcrest Middle School	5	117,000	\$ 185,023.13	\$ 1.58	\$ 1.25	\$61,315.61	\$ 421,849.22
Frenchtown Elementary	27	94,300	\$ 280,955.82	\$ 2.98	\$ 1.85	\$317,306.74	\$ 893,046.52
Agriscience	29	35,500	\$ 109,379.09	\$ 3.08	\$ 2.15	\$101,842.99	\$ 303,126.58
Long Hill Administration	33	23,500	\$ 85,779.54	\$ 3.65	\$ 2.00	\$141,552.81	\$ 305,843.60
DF - Fun Zone	48	5,000	\$ 14,084.00	\$ 2.82	\$ 2.25	\$7,982.81	\$ 31,496.78
Middlebrook School	47	75,811	\$ 173,591.84	\$ 2.29	\$ 1.50	\$137,102.41	\$ 520,374.71
Madison Middle School	49	170,000	\$ 266,203.98	\$ 1.57	\$ 1.25	\$84,085.37	\$ 596,056.99
Trumbull High School	55	338,000	\$ 754,763.41	\$ 2.23	\$ 1.60	\$477,786.25	\$ 2,016,872.99
Early Learning Center	59	24,044	\$ 48,269.20	\$ 2.01	\$ 1.50	\$24,496.37	\$ 121,141.45
Booth Hill School	68	55,561	\$ 134,890.20	\$ 2.43	\$ 1.75	\$91,426.85	\$ 357,375.52
Danleis Farm School	68	65,091	\$ 121,553.86	\$ 1.87	\$ 1.35	\$62,898.96	\$ 320,894.28
Jane Ryan School	81	56,895	\$ 93,942.21	\$ 1.65	\$ 1.25	\$37,684.97	\$ 230,858.05
Tashua School	86	55,393	\$ 85,739.03	\$ 1.55	\$ 1.25	\$25,635.76	\$ 187,748.82
<b>Average/Total</b>		<b>1,116,095</b>	<b>\$ 2,364,175.11</b>	<b>\$ 2.28</b>	<b>\$ 1.61</b>	<b>\$ 1,571,027.71</b>	<b>\$ 8,306,580.48</b>

### Current Utility Spend Vs Potential Veology Savings



### Energy Star



TRUMBULL PUBLIC SCHOOLS  
TRUMBULL, CONNECTICUT  
Regular Meeting – July 17, 2012  
Long Hill Administration Building  
Lorraine R. Smith Assembly Room

The Trumbull Board of Education convened in the Long Hill Administration Building for a Regular Meeting.

**Members present:**

S. Wright, Chairperson  
T. Kelly, Secretary  
L. Chory, Board Member  
L. Labella, Board Member  
R. Seaman, Board Member  
M. Ward, Board Member

**Members absent:**

D. Herbst, Vice Chairperson

**Agenda Item I – Preliminary Business**

- A. Salute to the Flag - The Public Session began at 7:10 p.m. followed by a salute to the Flag.
- B. Correspondence – There was no correspondence this evening.
- C. Comments – There were no public comments this evening.

At this time, Chairman Wright welcomed new Teacher Board Representative Katie Boland and new alternate Student Board Representative Erin Puglia.

**Agenda Item II -- Personnel**

- A. Personnel – Superintendent Iassogna noted that three resignations were received that needed Board action. He commented on Trumbull High's secretary Jennie Villano's 22 years of dedicated service to the district, her friendly demeanor when welcoming visitors, his appreciation of her efforts and thanked her for a job well done. It was moved (Seaman) seconded (Chory) to accept the resignation of Mary Elizabeth Raucci, special education teacher at Frenchtown Elementary School since August 25, 2011, resigning effective June 29, 2012 and Meghan Gleason, special education teacher at Booth Hill Elementary School since September 2008, resigning effective July 13, 2012. Vote: Unanimous in favor. It was moved (Seaman) seconded (Chory) to accept the resignation of Jennie Villano, secretary at Trumbull High School since February 1990, retiring effective November 1, 2012. Vote: Unanimous in favor.

**Agenda Item III – Consent Agenda**

- A. Approval/Minutes – Special Meeting – 6/20/12 By unanimous consent of members present at that meeting, the minutes were approved as presented.
- B. Approval/Preliminary Financial Reports as of 6/30/12 – Mr. Sirico reviewed preliminary financial reports for the 12 months ended June 30, 2012. It was noted that there should be approximately \$90,000 to \$114,000 in unspent monies when the 2011-12 financial reports are finalized. Discussion ensued regarding the use of unspent monies for the purchase of computers. Mr. Iassogna shared that the computers have already been purchased and while the cost is not yet finalized, there would be enough money available. Also discussed were transportation costs, pre-purchasing of items needed for 2012-13, and vendor bills for 2011-12 purchases not yet received. Following discussion, it was moved (Ward)

seconded (Seaman) to accept the Preliminary Board of Education Expense Report for the 12 months ended 6/30/12 as presented. Vote: Unanimous in favor. Mr. Sirico conveyed that all other preliminary financial reports should have little or no change when finalized. It was moved (Ward) seconded (Seaman) to accept the Preliminary Grant Expense Report for the 12 months ended 6/30/12 as presented. Vote: Unanimous in favor. It was moved (Ward) seconded (Labella) to accept the Preliminary Consolidated Financial Statement as of and for the 12 months ended 6/30/12 as presented. Vote: Unanimous in favor. Discussion ensued regarding tuition/reimbursement for Open Choice, Magnet Transportation, increased fees for Drivers Education and account surpluses. It was moved (Ward) seconded (Kelly) to accept the Preliminary Board of Education Programs Detail Report as of 6/30/12 as presented. Vote: Unanimous in favor. It was moved (Ward) seconded (Labella) to accept the Preliminary Expendable Trust Detail Report as of 6/30/12 as presented. Vote: Unanimous in favor. Mr. Sirico conveyed that there were no deficits in student activity accounts. It was moved (Ward) seconded (Chory) to accept the Preliminary Student Activity Detail Report as of 6/30/12 as presented. Vote: Unanimous in favor.

- C. **Approval/Finance Committee of the Board of Education Transfers, May and June 2012**—Mr. Kelly conveyed the Committee met on July 11, 2012 to review transfers for May and June 2012. There was one transfer for May and two transfers for June that required full Board approval. It was moved (Chory) seconded (Ward) to approve May transfer 1543x, as recommended. Vote: Unanimous in favor. It was moved (Ward) seconded (Labella) to approve June transfers 1553x and 1583x, as recommended. Vote: Unanimous in favor.

Chairman Wright conveyed that Agenda Item V-A would be moved up in the agenda at this time as Mr. Barbarotta, who is giving an update on the Trumbull High School renovation, had not yet arrived.

#### Agenda Item V – New Business

##### **A. Policies—First Reading**

1. **Standard of Conduct, Policy Code 5131**—Both Dr. Cialfi and Mrs. Fisher conveyed that PAC reviewed this policy since several recent new/updated policies directly relate to it. Mrs. Fisher consulted with Trumbull High Dean of Students Anthony Pijar, PPS Director Dr. McGrath and both middle schools' administration to review the policy and Dr. Cialfi received input from the Board's attorney. Most revisions refer to wording changes, compliance with State statutes and Special Education legislation, and the citing of policies in the Code of Conduct Disciplinary Chart. Discussion ensued regarding the use of the words "publicized" and "gang", compliance with State statutes, defining abbreviations (i.e. IEP), and it was noted that much of the language of the policy came from State statutes. The policy will be returned to the Board for a second reading.

##### Agenda Item IV—Reports

- D. **Trumbull High School Renovate as New Project Update**—Mr. Iassogna conveyed that while Owner's Rep Mr. Barbarotta's update would be positive, the district has not been pleased with the architects' or contractors' efforts and work with many issues continuing throughout the renovation. He noted that if it weren't for the efforts of the Building Committee, the Owner's Rep and all of the THS staff and students, the project could not proceed. He further reported a problem with roof water leakage as a result of Sunday's rain storm which caused considerable damage. Mr. Barbarotta gave the Board an outline of the summer work schedule, pictures of the work being done, and a report from Conveo Energy. Mr. Barbarotta reported that summer construction is ongoing and all academic areas needed for the opening of school should be ready (clean, safe, and able to be occupied) by the first day of school for students on August 27, 2012. Areas being renovated include the music rooms, fine arts/technology area, AV/studio, media center, B-house classrooms and offices, gym lockers, culinary kitchen, 4 classrooms in the old boiler room area and roof. Mr. Barbarotta shared that he worked with Town Public Works Director John Marsilio and Town engineers and through meetings with Town officials and Boards (Town Council/Board of Finance), the

paving of Trumbull High's parking lots and surrounding roads would be facilitated through the Town at a cost much less than having an outside contractor do the work. The paving is now underway and should be completed in time for the opening of school. Mr. Barbarotta also noted that a bid was placed for the replacement of sidewalks with bids due by July 25, 2012; and it is hoped that a majority of the sidewalks would be completed in time for school opening. He reviewed several problems causing damage during construction (roof leakage, electrical damage caused by dump truck) and noted that contractors' insurance should cover the cost of repair. He also noted that design flaws causing issues may also be covered by insurance. When asked about insurance claims, it was noted that the Building Committee handles all insurance claims and that all contractors and architects are bonded. Mr. Barbarotta conveyed that Trumbull High administration and the Building Committee were keeping a running list of how the high school was impacted during construction. Review continued regarding location of bathrooms away from the auditorium, air quality issues, new heating and air conditioning system, and Silver Leed certification. It was moved (Kelly) seconded (Chory) to add an Update of the Five Year Capital Projects Plan to the agenda under Agenda Item VIII-Other. Vote: Unanimous in favor.

**Agenda Item VI – Old Business**

There was no Old Business this evening.

**Agenda Item VII – Receive and File**

These items were received and filed.

**Agenda Item VIII – Other**

- A. Five Year Capital Projects Plan Update -- Mr. Barbarotta shared information regarding the renovation of the Hillcrest pool, with approximate costs at \$620,000, partially funded from a \$375,000 State grant. Renovations include repairing drains and leaks, lighting, and a new ventilation system with additional costs for re-spraying ceiling tiles and asbestos abatement. Mr. Barbarotta conveyed that it would be best to address the ceiling tiles and asbestos issues while the pool is undergoing repair. Mr. Kelly requested a figure for the total costs of repairs to the pool. He also questioned the costs involved in repairing the pool and extending its useful life and renovating the football field concession stand as opposed to building a natatorium that would incorporate the concession stand and ADA improvements, along with bathrooms and locker rooms for teams. Mr. Barbarotta gave a brief update on the Five Year Capital Projects Plan, noting that the Board requested \$3,900,000 from the Town and received \$2,550,000. Those monies will be used for the repair of Madison Middle School's roof, window replacement at Middlebrook, oil tank replacement and asbestos abatement at Hillcrest, and asbestos abatement at Booth Hill. Mr. Barbarotta also conveyed that the Town is very supportive of addressing the issues related to aging school buildings. He also gave a brief overview of Convec Energy, a company that assists businesses with achieving costs savings by reducing energy consumption. He requested that a presentation be given to the Board at a future meeting by Convec Energy and suggested that monies saved from reduced energy costs could be used to supplement other areas of the operating budget.

**Adjournment**

Board Members gave unanimous consent to adjourn the Public Session at 9:08 p.m.



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Veology™ Services Solutions Case Studies About Contact

About

The Company

Leadership

LEADERSHIP

ALFONSO BARBAROTTA Managing Partner

Having worked with various municipal and educational facilities, Alfonso has first-hand knowledge of issues and innovations in Facilities Management that have impacted the Board of Education's operating budget. This has led to cleaner, safer schools that save their towns millions of dollars annually. One of the issues that has surfaced in our schools has been the need to address aging buildings. This issue led to the co-founding of a proprietary energy reduction platform that has been a great success. This Veology™ program has allowed us to reduce consumption of electricity by over 17 million kWh and save \$5.3 million in energy costs since the year 2001. This energy avoidance has allowed for a reinvestment of savings into facility upgrades. Alfonso is successfully implementing this program in over 85 schools in Stamford, New York.

DAVID CORNETT Managing Partner

David, a co-founder of Conveo Energy, is a respected professional in telecommunications, analytics, efficiency and energy conservation. David's 16 years of experience working in 12 different districts across the country has facilitated the successful implementation of energy conservation programs. As a Managing Partner, David is responsible for sales and marketing processes, as well as expansion. David is a proud graduate of the University of Connecticut.

Conveo Energy  
Main Office  
622 Clinton Avenue  
Bridgeport, CT 06605

203.335.3000 tel  
203.275.8371 fax  
start@conveoenergy.com

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Website design and hosting by Worx Brand

**Subject:** Fwd: How did your meeting with Trumbull go  
**From:** Elena Cahill (elenacahil@aol.com)  
**To:** alfredpeterson219@yahoo.com;  
**Date:** Tuesday, December 18, 2012 11:47 AM

2

Regards,

Elena Cahill  
 Globele Energy, LLC  
 240 Sargent Dr  
 New Haven, CT 06511  
 203-799-8200  
 203-823-4911 fax

Begin forwarded message:

**From:** "David Cornett" <dcornett@erateportal.com>  
**Date:** December 18, 2012, 11:31:02 AM EST  
**To:** "Elena Cahill" <elenacahil@aol.com>  
**Subject:** RE: How did your meeting with Trumbull go

Can we postpone the meeting for now? I understand what has been presented but want Tom to have the chance to review now that he is up here.

~~The more you explain on something that I do not believe we have the chance to explain to Tom at this time, and I do not believe we have the chance to explain to Tom at this time.~~

Thanks,

-Dave

-----Original Message-----

**From:** Elena Cahill [mailto:elenacahil@aol.com]  
**Sent:** Tuesday, December 18, 2012 10:35 AM  
**To:** David Cornett  
**Subject:** Re: How did your meeting with Trumbull go

Hi Dave

Are we still meeting tomorrow and if yes please provide me the info on which fuel cell plan so I can prepare deeper numbers. Also will Trumbull want a micro grid application?

Regards,

Elena Cahill  
Globele Energy, LLC  
240 Sargent Dr  
New Haven, CT 06511  
203-799-8200  
203-823-4911 fax

On Dec 18, 2012, at 8:50 AM, "David Cornett" <dcornett@erateportal.com> wrote:

The meeting went very well for Conveo. The Superintendent and the BOE Chair both liked what we presented and are looking at ways we can add our contract to AI's existing Facilities Management contract. We reviewed the fuel cell information and they liked what they heard but they both admitted that it went over their heads. However, if we secure the Trumbull contract it will be our recommendation that we move forward with the fuel cell.

Once you have the completed report, please send it along Tom is in town

for the next couple of weeks so I would like to meet with you and AI to

really dig into the numbers and move the process along in the background



Regards,

-Dave

-----Original Message-----

From: Elena Cahill [mailto:[elenacahil@aol.com](mailto:elenacahil@aol.com)]

Sent: Monday, December 17, 2012 10:10 PM

To: David Cornett

Subject: How did your meeting with Trumbull go



Regards,

Elena Cahill

Globele Energy, LLC

240 Sargent Dr

New Haven, CT 06511

203-799-8200

203-823-4911 fax



## - Our Lawyers - Stephen P. Wright

Litigation/Appellate  
Real Estate Law  
Business/Corporate Law  
Bankruptcy Law  
Default Solutions  
Health Care Law  
Estate Planning/Probate  
Local Counsel  
Representation  
Education/Children's  
Rights Law  
Criminal Law  
Ken Gruder Radio  
Interview

### Stephen P. Wright

✉ Email

**Stephen P. Wright joined Goldman, Gruder and Woods in September, 2012 as a member. He chairs the Bankruptcy and Reorganizations Department and also practices commercial litigation.**

Attorney Wright represents all types of clients involved in financial and commercial disputes and many facing financial distress. His practice includes workouts, bankruptcy (personal and business), foreclosure defense, and general litigation. Mr. Wright is particularly proud of the number of Chapter 11 cases and other debtors whose cases he handled successfully reorganized their affairs and were able to resume successful businesses and careers.



P: 203.286.0123

Attorney Stephen Wright is known for being tenacious in court while always keeping the lines of communication open with opposing counsel and litigating within the rules. He enjoys protecting clients from the pressures they are facing while he advises them on how to move forward.

Mr. Wright received an undergraduate degree from Florida State University and a law degree from Western New England College. Admitted in Texas and Connecticut, he returned to his home state in 1987 after being an litigator in Texas for approximately 8 years and earning a designation as a specialist in civil litigation and serving on the College of the State Bar of Texas.

Although Stephen Wright was a member of the Trumbull Town Counsel from 1995 to 1997, his primary public service passion involves education. He became a member of Trumbull's Board of Education in 2002 and has been Chairman of the Trumbull Board of Education for two four year terms. In 2011, Gov. Malloy appointed Mr. Wright to the Connecticut State Board of Education, where he serves on the Policy Committee and Finance Committee. He is a member of the Government Affairs Committee for the National State Boards of Education (NASBE) and also serves as a member of its Achievement Gap Subcommittee. He is also on the Executive Committee of the Connecticut Association of Boards of Education (CABE) and was recently elected as its Vice President of Professional Development, which is tasked with training members of local Boards of Education from around the State.

In 2009, Stephen Wright received the Bridgeport Regional Business Council's Educational Impact Award. His record of public service also includes volunteering as the chair of the Trumbull Special Needs Building Committee and chair of the Trumbull Land Preservation Committee, on the executive committee of the Regional Youth Adult Social Action Partnership (RYASAP), and as an ex officio member of the Bridgeport Public Education Fund Inc.

Attorney Wright received a certificate of appreciation from the chief judge of the United States Bankruptcy Court for the District of Connecticut for his pro bono service on behalf of indigent clients.

Norwalk Office: 200 Connecticut Ave, Norwalk, CT 06854  
P: 203.899.8900 F: 203.899.8916 ▶ Email

Greenwich Office: 125 Mason Street, Greenwich, CT 06830  
P: 203.983.6767 F: 203.983.8262 ▶ Email



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## Malloy nominates education board to help implement his reforms

By [Jacqueline Rabe Thomas \(/source/jacqueline-rabe-thomas\)](#) Friday, February 25, 2011



0

Comments

<http://www.ctmirror.org/print/political-mirror/2011/02/25/malloy-nominates-education-board-help-implement-his-reforms>

<http://www.ctmirror.org/printmail/political-mirror/2011/02/25/malloy-nominates-education-board-help-implement-his-reforms>

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A week after outlining the major education reforms he intends to launch, Gov. [Dannel P. Malloy \(/node/8884\)](#) nominated the eight people he wants to lead the way on the State Board of Education.

"I'm confident they can help set the standards needed to bring our students to the top," Malloy said in a statement Friday announcing his nominees to the State Board of Education.

Proud su,

[\(/about-us\)](#)

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-- at their first meeting Wednesday. One nominee is already on the board and is being nominated to a new term. The new members, if confirmed by state legislators, will be appointed to four year terms.

{ Allan B. Taylor will remain chairman of the board until Malloy names who he would like to lead the board.

Education has been one of Malloy's most talked about subjects -- spending almost one-quarter of the time during his budget address to talk about education and the reforms that are needed.

"We can't maintain the status quo, and everyone in this chamber knows it," he told state lawmakers.

Malloy said he wants to reform teacher tenure (/story/11626/state-panel-rejects-hartfords-attempt-weaken-teacher-seniority) to give schools flexibility when facing layoff decisions, reform the funding formula in how the state spends money on education, increase school choice funding (/story/11581/finding-sweet-spot-complying-court-school-desegregation-order) to comply with a federal court order and transfer responsibility (/story/11524/malloy-administration-seeks-rid-state-vo-tech-school-responsibility) of the state's vocational-technical schools to local municipalities and regional panels.

In addition to being in charge of leading the way on these reforms, the state board is also responsible for nominating the next education commissioner. The legislature and Malloy will then be responsible for approving that nominee. Former education commissioner Mark McQuillan stepped down (/story/8775/top-education-official-resigns-after-contentious-meeting) from the post in December and George A. Coleman, who has been at the department for years, is the interim commissioner (/story/8938/state-board-names-interim-education-chief) until the new board makes their decision.

State Department of Education Spokesman Thomas Murphy said it typically takes two or three months for a nominee to be announced once the new board is in place. Malloy has said he wants a national search (/node/8626) to be conducted to fill the job.

#### **Malloy's nominees for the State Board of Education:**

**Ellen Camhi** is a former elementary public school teacher in New York and Connecticut. She has been active in Stamford politics for more than 40 years, serving as an elected member of the Stamford Board of Education for four terms, including three years as its president. She has served on the Board of Directors for the Connecticut Association of Boards of Education, is a former Realtor, small business owner and previously worked as an education consultant.

**Charles A. Jaskiewicz, III** works for Pfizer, Inc. as a Regulatory Manager focused on early product development. He currently serves as chairman of the Norwich Board of Education, where he has been a member since 2003. Having received a degree in nursing from the University of Connecticut, Jaskiewicz has worked both as a registered nurse and a paramedic.

**Terry H. Jones** has extensive experience in agriculture, having been a life-long resident of the Jones Family Farms in Shelton, where four generations of farmers have worked the fields and forests prior to him. He has run his family farm business since high school in 1960 and, with the help of his wife Jean, has expanded the farm to 400 acres.

**Patricia Keavney-Maruca** retired after serving 33 years with the Connecticut Technical High School system, having worked at W.F. Kaynor Technical High School in Waterbury, and as vice president of the State Vocational Federation of Teachers. She is an executive council member of the American Federation of Teachers-Connecticut, president of the Board of Directors of the Waterbury Day Nursery, and is a volunteer pre-school teacher aide at St. Peter and Paul Pre-School In Waterbury.

**Estela López** is a Senior Program Advisor with Excelencia in Education. She is the former vice chancellor of academic affairs at CSU, serving from 2002 to 2007. From 1997 to 2002, she served as provost and vice president for academic affairs at Northeastern Illinois University. She earned both a master's degree and Ph.D. in Spanish literature from Columbia University.

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2004. He is a current member of the New Haven Board of Education. Previously, he worked in supervising positions at both Pepsi-Cola Bottling Group and Airborne Express. He served in the U.S. Army from 1995 to 2000, and received a Master of Business Administration from the University of New Haven in 2009.

**Joseph J. Vrabely, Jr.** was appointed as an interim member of the State Board of Education by Governor M. Jodi Rell in 2010. He is president and co-owner of Atlantic Steel & Processing LLC, a company he started in 2000. He currently serves as a board member and trustee of the Precision Metalforming Association's Educational Foundation, is a member of the Board of Directors of the Connecticut Business and Industry Association, and is the past president of the Smaller Manufacturers' Association.

**Stephen P. Wright** has served as an attorney at Harlow, Adams & Friedman, P.C. in Milford since 1999. He currently serves as a member of the Trumbull Board of Education, as chairman of the Trumbull Special Needs Preschool Building Committee, and as co-area director of the Connecticut Association of Boards of Education.

[Log in \(/user/login?destination=node/53271%23comment-form\)](#) or [register \(/user/register?destination=node/53271%23comment-form\)](#) to post comments

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**HARLOW, ADAMS  
& FRIEDMAN, P.C.**

*attorneys at law*

*toll free number*  
**1.866.913.6443**

## **James M. Nugent**

**Partner**

**Location:**

**Milford, Connecticut**

**Phone:**

**866-913-6443**

**Fax:**

**203-878-9568**

**Email:**

**E-mail Me**



### **Areas of Practice**

- Bankruptcy
- Commercial Law
- Collections
- Real Estate

### **Litigation Percentage**

- 65% of Practice Devoted to Litigation

### **Bar Admissions**

- Connecticut, 1980
- U.S. District Court District of Connecticut, 1981
- U.S. District Court Eastern District of New York, 1981
- U.S. District Court Southern District of New York, 1981
- U.S. Court of Appeals 2nd Circuit

### **Education**

- **University of Bridgeport School of Law, Bridgeport, Connecticut**
  - J.D. - 1980
- **University of Connecticut**
  - B.A. - 1977
  - Honors: Dean's List
  - Major: Political Science

### **Representative Cases**

- CNB v. Nicholas E. Owen, II, 22 Conn. App. 468 (Conn.App. 1990)
- CNB v. Great Neck Development Corp., 215 Conn. 143 (Conn. 1990)
- Hancock and Estabrook v. Brown, 1995 WL 31442 (Conn.Super. 1995)
- Cushing v. Corporate America Federal Credit Union, 99 Bankr. Lexis 223 (Bkrtcy.D.Conn. 1999)

### **Representative Clients**

- Riverview Realty & Development Company
- Citizens Bank
- Milford Bank
- Pennie & Edmonds, L.P.
- The Owen Organization and Affiliates
- Eastern Land Management Co.
- Mark IV Construction Co.
- John D'Elia-D'Elia Honda

### **Professional Associations and Memberships**

- Bridgeport Bar Association, Member
- Connecticut Bar Association, Member

### **Past Employment Positions**

- Charmoy & Nugent, Partner, 1982 - 1996

### **Pro Bono Activities**

- U.S. Bankruptcy Court Pro Bono Program, 1990 - Present

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### **Harlow, Adams & Friedman, P.C.**

One New Haven Ave.

Milford, CT 06460

Toll Free: 866-913-6443

Fax: 203-878-9568

Map and Directions

Written Directions

**TRUMBULL PUBLIC SCHOOLS  
TRUMBULL, CONNECTICUT**

To: Board of Education  
From: Ralph M. Jassogna, Superintendent  
Subject: Weekend Report  
Date: March 22, 2013

*Ralph* Confidential



P

1. There is very little to bring you up to date on, as most of the week, Long Hill staff and I have been consumed with various items (2013-14 budget, Town appropriation meeting on security, technology and athletic fields, and snow removal) and under separate cover updated you.
2. As part of their role as Facility Manager, APB is exploring ways to reduce Trumbull Public Schools' energy consumption and utility costs. Al Barbarotta presented an overview of the plan to Steve Wright, Steve Kennedy, me and other staff who look at this project as an opportunity for the district to save money and enhance efficiency. There will be no additional costs to the Board of Education, nor increased monies to APB. Al will provide the Board and staff with an overview and update of this program once it gets underway.
3. FYI – John Reed, former long-time Superintendent of Newtown, has been appointed interim Superintendent of Schools in that community when Janet Robinson leaves for Stratford.
4. Also, FYI - You should know that my staff and I are doggedly working on providing the Town with information, particularly from outside vendors, regarding their seeking FEMA and insurance reimbursement monies. Monday or Tuesday I will forward to you more specificity on this item.

*Ralph Jassogna*

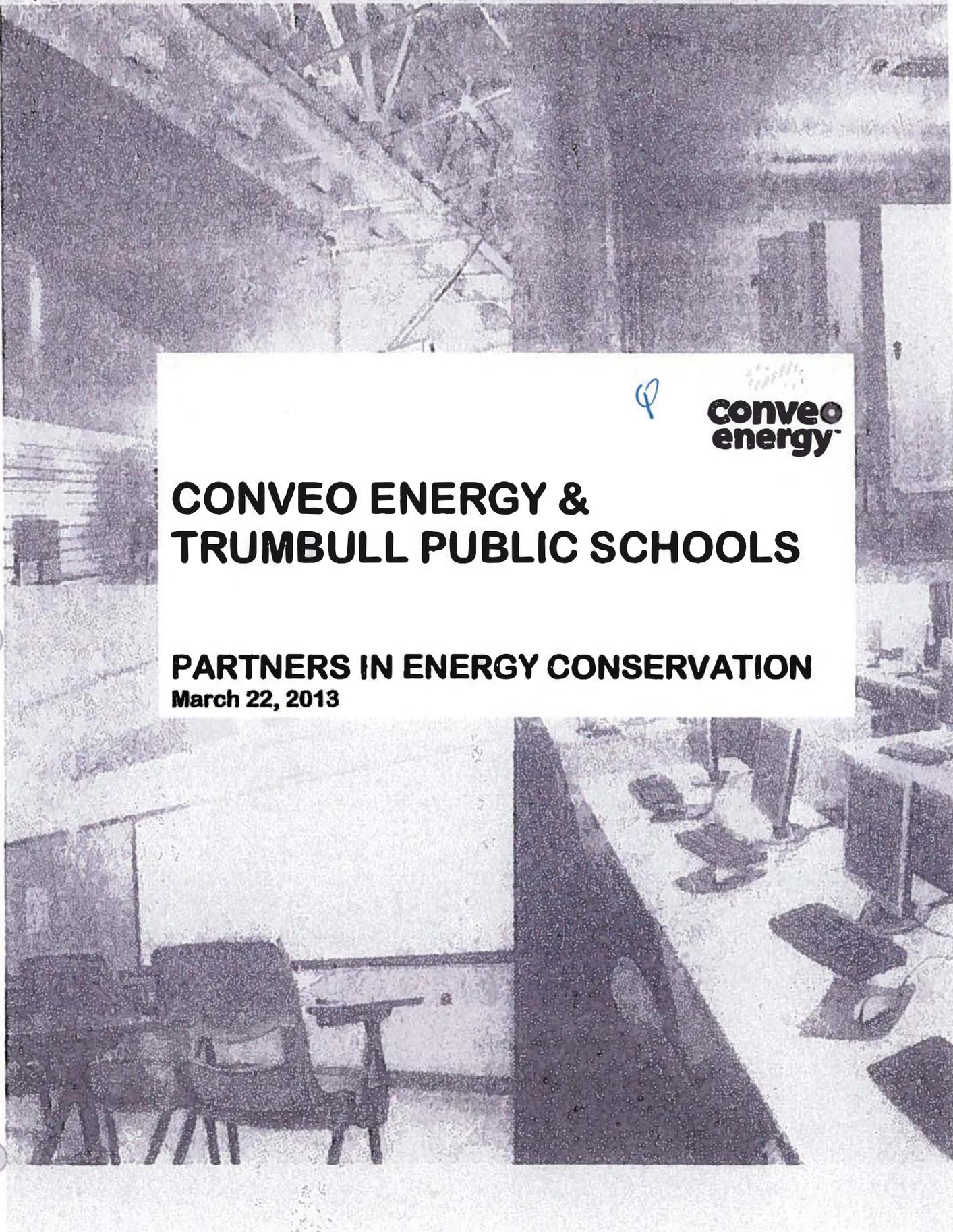
**Have a good weekend!**



**conveo  
energy**

# **CONVEO ENERGY & TRUMBULL PUBLIC SCHOOLS**

**PARTNERS IN ENERGY CONSERVATION**  
**March 22, 2013**



# Trumbull & Conveo Kick-Off Meeting

March 21, 2013  
8AM-9AM

## Attendees:

Steve Kennedy

Frank

Al Barbarotta CONVEO

Charlie Benzyk CONVEO

Heather Chase CONVEO

- I. Conveo Energy/ Trumbull Public Schools "Roll-Out" package
  - a. Origins of Conveo – AFB sister company
  - b. Energy Pledge
  - c. Veology™ Process
    - i. No cost
    - ii. Low Cost
    - iii. Capital
  - d. Retrocommissioning
  - e. Performance Contracts
  - f. ENERGY STAR status
    - i. Great job maintaining portfolio
    - ii. Audit of portfolio "space attributes"
  - g. Report Cards
- II. Information Gathering
  - a. Needed From Steve
    - i. Floorplans
    - ii. Purchasing policy
    - iii. Contact sheets
    - iv. Usage patterns
    - v. Beil times
    - vi. Service contract/ vendor list
    - vii. Multiyear capital budget plan/ Need's assessment

# Trumbull & Conveo Kick-Off Meeting

## b. Needed from Frank

- I. DEEP survey
- ii. Equipment survey
- iii. EMS survey
- iv. RTU zone map

## c. Giving to Steve

### I. Schedule of meetings with:

- Principals
- Custodians
- Kitchen staff

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## Heather Chasse

3rd

Systems Analyst at AFB  
United States | Facilities Services

Current AFB Management/ Conveo Energy, LLC

Education Framingham State College



**31**  
connections

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Upgrade your account

MPA In Nonprofit - Get Your Masters in Public Admin at Fairfield Unive



**Charles Benzyk**

3rd

Energy Manager at AFB Construction Management  
Greater New York City Area | Management Consulting

- Current AFB Construction, Facilities & Energy Management, Boredom Busters, Intellitutors
- Previous AFB Construction Management, Madigan Pratt & Associates
- Education Duke University



Send InMail

500+ connections

Full profiles for 3rd-degree connections are available only to premium account holders.

Upgrade your account

10:

**Farella, Denise**

**From:** Kennedy, Stephen  
**Sent:** Wednesday, December 12, 2012 12:08 PM  
**To:** Al Barbarotta (al.barbarotta@afbcm.com)  
**Cc:** Iassogna, Ralph; Barbarotta, John  
**Subject:** FW: Trumbull HS

1 of 4

①

Please see email below from 2008—I answered DTC that the school would be used as a shelter.

Steve

**From:** Kennedy, Stephen  
**Sent:** Monday, December 10, 2012 3:16 PM  
**To:** Al Barbarotta (al.barbarotta@afbcm.com); Barbarotta, John  
**Subject:** FW: Trumbull HS

Please see highlighted response below. I confirmed that THS was used as a shelter. I sent this to DTC in 2008. When did this change?

Steve Kennedy

**From:** Kennedy, Stephen  
**Sent:** Thursday, August 07, 2008 8:35 AM  
**To:** Curtis, Graham  
**Cc:** Kerr, Hal; Pintek, Jason; Stenqvist, James; Alfonso Barbarotta; John Barbarotta; Butkus, Jack; Walsh, Donald; Bourquin, Frank; Wild, Mary  
**Subject:** RE: Trumbull HS

Graham,

See notes below:

Thanks,  
 Steve Kennedy

**From:** Curtis, Graham (mailto:graham.curtis@teandc.com)  
**Sent:** Friday, August 01, 2008 3:07 PM  
**To:** Kennedy, Stephen  
**Cc:** Kerr, Hal; Pintek, Jason; Stenqvist, James  
**Subject:** Trumbull HS

Steve,

Thanks for spending the time with us this morning it was very helpful. We will be sending out minutes of meeting next week.

Other items that would be helpful to us would be, as follows:

(2)

2 years utilities bills I will email this information to you today. We will send 3-year's data to give you a better baseline. The electrical data is by vendor (in dollars) and kWh. You will see Transcanada for one year plus part of a second year because we signed 5-year deal for electrical supply with them about a year and a half ago. Energy Audit I give a copy of the THS preliminary energy audit to Jack Butkus.

Recommendation on control vendor Our preferred Vendor is Andover. Allerton is our second choice (already in use at THS). We use Andover at Frenchtown School. Our maintenance men have some very solid reasons for preferring Andover. If need be, I can have them talk to you about the shortcomings of the Allerton system. Confirm 40 degree delta T hot water heating We lose 40 degrees of hot water temperature between the boiler room (180 deg. temp) and the new addition (140 deg.) The water travels through 3300 ft. of pipe on the roof according to my HVAC person. Therefore, the answer to your question is: We have no problem with a 40 deg. delta T except in areas of extreme heat loss.

Confirm High school is officially designated a shelter. Yes, it is designated as a shelter.

Asbestos abatement study I gave the draft copy of the 2008 THS 3-Year Reinspection Report to Jack Butkus yesterday.

Standards for equipment We spoke to Jack yesterday. They have no preference. We have Carrier, Trane, McQuay, and Annex Air as RTU's in the system. We gave Jack many of our preferences for other items (plumbing, valves, VFD's etc). Our maintenance men are very firm about not wanting Bellimo ball valves. Their valves leak over time. Right now, we are looking at replacing almost every valve that was installed in the Agriscience building; they started leaking after 6 years. Their actuators are o.k.

Also, the new RTU's can be converted to use chilled water but the coils need to be replaced.

Radiant panels can be used.

A. Graham Curtis, PE, LEED®  
 Chief Operating Officer  
 203-239-4200  
 Fax 203-234-7376  
[graham.curtis@teamdtc.com](mailto:graham.curtis@teamdtc.com)  
 Cell 203-494-3779

③

**Farella, Denise**

**From:** Kennedy, Stephen  
**Sent:** Wednesday, December 12, 2012 12:14 PM  
**To:** Al Barbarotta (al.barbarotta@afbcm.com); lassogna, Ralph  
**Cc:** Barbarotta, John  
**Subject:** THS Generator

What follows is the text from the 26 page narrative that was distributed by DTC describing what I believe was the outline of the design they were developing for the THS project. I have not been able to find any correspondence or minutes from a meeting indicating that the generator plans were changed. I emailed a full copy of the report to John which he can print if needed.

From the DTC narrative (edited by Hal Kerr) I received on 2-2-2009:

A 480/277-volt, 3 phase, 4-wire distribution system will be provided throughout the school to serve panelboards for mechanical equipment and lighting.

A 208/120-volt, 3 phase, 4 wire distribution system will be provided throughout the school to serve panelboards for receptacles, fractional horsepower motors, miscellaneous 120-volt lighting, and miscellaneous equipment.

Electrical closets will be strategically located throughout the building. Each closet will contain a 480/277-volt panel, a transformer and a 208/120-volt panel. Dedicated transformers and panelboards with TVSS and harmonic filter units will be provided for computer loads in classrooms, labs, and telecom rooms.

**Stand-by Generator**

A new 1000kw, 480/277-volt, stand-by generator will be provided to serve the life safety lighting, kitchen, gym, boiler and heating controls, fire alarm, telephone system, security, telephones, paging/intercom and other miscellaneous equipment. The generator will be located at the exterior in the vicinity of the incoming utility loads. It will be housed in a walk-in weatherproof 8' dia. enclosure with 2" sound attenuated enclosure walls and integral 24 hour fuel tank and a 500 radiator air-charged load bank. The main purpose for the generator will be to provide power to the building to allow the building to function in a temporary shelter (evacuation to the education area).

Three automatic transfer switches will be located in the main emergency electrical room and will contain the controls to start the generator when needed and under test conditions.

A series of 480/277-volt panels and 208/120-volt panels will be strategically located throughout the facility to accommodate the various required emergency loads.

**Panelboards and Branch Circuits**

Panelboards for both 208/120 and 480/277-volt branch circuit distribution power will be installed in electrical closets throughout the building. Load centers will not be used. A minimum of 25% free branch space will be provided in all Panelboards to allow for future growth.

All branch circuit wiring for lighting, HVAC equipment, and receptacle power will originate at the respective panelboards. Homeruns, to the first device back-box will be in conduit with type MC Cable permitted thereafter. All spaces throughout the school will be provided with numerous receptacles.

Classrooms shall be provided with normal convenience outlets, as well as separate circuits for computer outlets as required.

**Lighting**

4

**Interior lighting will be energy efficient fluorescent fixtures conforming to the ASHRAE 90.1 -2004, 2006 IECC, National Energy Policy Act 1992, and United Illuminating Blueprint Rebate Program requirements.**

**The United Illuminating Company has been contacted about this project.**

**Lighting levels will be per IES standards.**

**Steve Kennedy**

—Original Message—

From: wjchia <wjchia@aol.com>  
To: tsavarese <tsavarese@trumbull-ct.gov>  
Sent: Wed, Dec 7, 2011 10:05 am  
Subject: Fwd: THS Project and THS as a Shelter

LT Savarese  
Sorry, I did no copy you.  
Chia

R

—Original Message—

From: wjchia <wjchia@aol.com>  
To: dnelson <dnelson@trumbull-ct.gov>  
Cc: KennedyS <KennedyS@trumbullps.org>; sburgess <sburgess@ici.com>; BarbaroJ <BarbaroJ@trumbullps.org>; al.barbarotta <al.barbarotta@afbcm.com>; rkirby <rkirby@trumbull-ct.gov>; iassognr <iassognr@trumbullps.org>; TremaglR <TremaglR@trumbullps.org>; tkiely <tkiely@trumbull-ct.gov>; psulik <psulik@tmhd.org>; mmurphy <mmurphy@trumbull-ct.gov>; arauso <arauso@trumbull-ct.gov>  
Sent: Wed, Dec 7, 2011 5:02 am  
Subject: Re: THS Project and THS as a Shelter

Dan  
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Bill Chiarenzelli  
Trumbull OEM - Deputy Director

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From: Daniel Nelson <dnelson@trumbull-ct.gov>  
To: wjchia <wjchia@aol.com>  
Cc: Kennedy, Stephen <KennedyS@trumbullps.org>; Burgess Steve <sburgess@ici.com>; Barbarotta, John <BarbaroJ@trumbullps.org>; al.barbarotta <al.barbarotta@afbcm.com>; Lt Kirby <rkirby@trumbull-ct.gov>; Ralph. iassogna <iassognr@trumbullps.org>; Tremaglio, Robert <TremaglR@trumbullps.org>; Chief Kiely <tkiely@trumbull-

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Sent: Tue, Dec 6, 2011 5:09 pm

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Sent from my iPhone

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Date: Fri, 2 Dec 2011 13:53:44 -0500

To: Burgess Steve <[sburgess@icj.com](mailto:sburgess@icj.com)>; Barbarotta, John <[BarbaroJ@trumbullps.org](mailto:BarbaroJ@trumbullps.org)>;

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Sent: Wed, Dec 7, 2011 10:02 am  
Subject: Re: THS Project and THS as a Shelter

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To: wjchia <[wjchia@aol.com](mailto:wjchia@aol.com)>  
Sent: Mon, Dec 5, 2011 10:38 am  
Subject: Fw: THS Project and THS as a Shelter

-----Original Message-----

To: Kennedy, Stephen  
To: Burgess Steve  
To: Barbarotta, John  
To: [al.barbarotta@afbcm.com](mailto:al.barbarotta@afbcm.com)  
Cc: Exec Asst dan Nelson  
Cc: Lt Kirby  
Cc: Ralph Iassogna  
Cc: Tremaglio, Robert  
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THOMAS H. KIELY  
CHIEF OF POLICE

POLICE DEPARTMENT  
**Town of Trumbull**  
CONNECTICUT 06611

158 EDISON ROAD  
TRUMBULL, CONNECTICUT 06611  
(203) 261-3665  
(203) 452-5162



S

Mr. James Nugent  
Chairman  
T.H.S. Building Committee

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Jim,

I ask that you bring to the attention of your committee, the concerns of Lt. Ronald Kirby, the Director of Emergency Management for the Town of Trumbull, and concerns that I concur with as well.

I also feel that the lack of emergency power in a building that on a daily basis services almost three thousand staff and students is dangerous. In fact, your own emergency plans call for 'Sheltering-in-Place' in the event of horrific weather conditions. The possibility of a storm knocking down trees and power lines could prevent people from safely exiting the building to go home.

The purpose of the enclosed letter is to ask the building committee to fix a major oversight by the people that you hired. We all have a moral obligation to protect our citizens above any other issue.

Thank you for time and attention to this matter.

Sincerely,

Thomas H. Kiely  
Chief of Police

Enclosure

Cc: Timothy Herbst, First Selectman  
Ralph Iassogna, Superintendent of Schools  
Jack Testani, Chairman, Trumbull Police Commission



POLICE DEPARTMENT  
**Town of Trumbull**

158 Edlson Road  
Trumbull, CT 06611  
(203) 261-3665

**LT. RONALD KIRBY**  
**DIRECTOR**

**OFFICE OF EMERGENCY MANAGEMENT**

To Whom It May Concern:

The Office of Emergency Management is submitting this letter to affirm its desire to have Trumbull High School restored as the Town of Trumbull's Shelter and Point of Distribution Center (POD). Currently, there is insufficient generator power to run either a shelter or a POD at Trumbull High School. This issue was discovered during a meeting in December of 2011. It was explained that even though the generator is twice the size as the old generator, the majority of the power is to maintain roof equipment. The Trumbull Police Department and the Trumbull Office of Emergency Management have been working with the Trumbull High School Building Officials to designate areas of the school which would need to have generator power in the event of a town wide emergency. Our hopes of resolving this in a timely manor have been met with limited progress.

It is imperative that Town Officials understand the need to have Trumbull High School as a town shelter. Over the last five years, Trumbull High School has been evaluated as a shelter by the Red Cross and is listed on the National Registry of Shelters. Trumbull High School is designated as the main shelter for the Town of Trumbull with the Connecticut Office of Emergency Management. The Trumbull-Monroe Health district has completed several walk-through and assessments of the building. The Trumbull Police Department has completed traffic planning and security assessment of the building in preparation for its use as either a shelter or a POD. The building is centrally located on the town and is also in close proximity to the Vo-ag center. This location was sited as a location to house pets during an emergency.

Currently, our request for a larger generator has become sidelined with talks of a power cell. It is not the intent of the Office of Emergency Management to further delay this issue with different power sources. During a recent State Exercise, it was determined



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Trumbull, CT 06611  
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**DIRECTOR**

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that larger than ever numbers of citizens would require sheltering during category 2 or higher hurricanes. It is our desire to expedite this issue and return Trumbull High School back to an active shelter.

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# FUEL CELLS



## FUEL CELLS HOW THEY WORK

Fuel cells work by combining hydrogen fuel and oxygen from the air to produce electricity, heat and water.

T

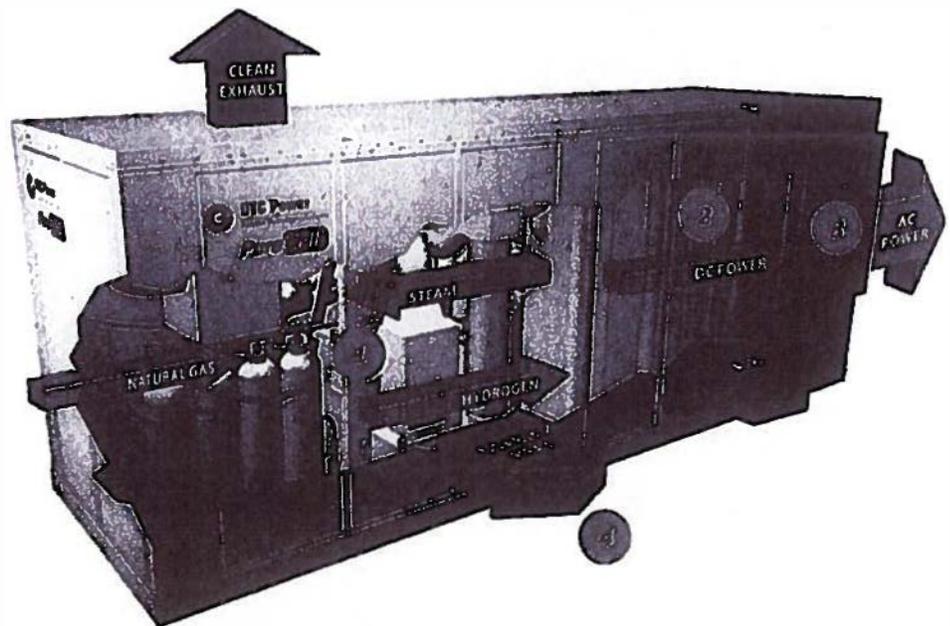
**EMERGENCY PREPAREDNESS:**  
GRID INDEPENDENT OPERATION OF YOUR FACILITIES AS AN EMERGENCY SHELTER

**DECREASED CARBON FOOTPRINT:**  
HELP STOP GLOBAL WARMING BY REDUCING CO<sub>2</sub> EMISSIONS

**ENERGY COST AVOIDANCE:**  
PAYS FOR ITSELF IN 7-8 YEARS WITH DECREASED OVERALL UTILITY SPEND

**EDUCATIONAL OPPORTUNITIES**  
STUDENTS CAN LEARN FIRST HAND ABOUT EMERGING GREEN TECHNOLOGIES

- 1 **CONVERTS NATURAL GAS TO HYDROGEN FUEL**  
Fuel Processor
- 2 **GENERATES DC POWER FROM HYDROGEN AND AIR**  
Fuel Cell Stack
- 3 **CONVERTS DC POWER TO HIGH-QUALITY AC POWER**  
Power Conditioner
- 4 **ON-BOARD HEAT EXCHANGERS FOR RECOVERING USEFUL THERMAL ENERGY**  
Heat Recovery



**BE PREPARED FOR AN EMERGENCY & BECOME GRID-INDEPENDENT WHILE REMAINING CLEAN & GREEN**



# AN ENERGY PERFORMANCE CONTRACT IS...

**A way to implement needed infrastructure and energy efficiency improvements without altering your current budget.**

Performance Contracts allow you to borrow against future savings on utility and O&M costs to fund significant improvements NOW. A properly managed Performance Contract will pay for itself through savings while being cash-flow positive during every year of the contract.

## MONETARY BENEFITS

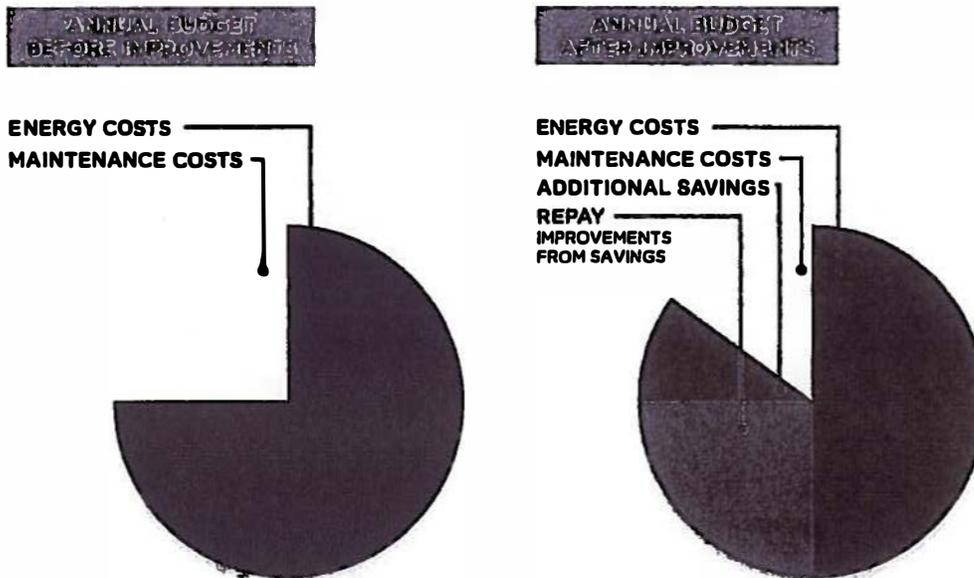
- CAPITAL IMPROVEMENT TO FACILITY
- GREATER EQUIPMENT EFFICIENCY
- GUARANTEED ENERGY SAVINGS
- REDUCED O&M COSTS

## OTHER BENEFITS

- GREATER OCCUPANT COMFORT & PRODUCTIVITY
- IMPROVED BUILDINGS AND BUILDING SYSTEMS
- REDUCED CARBON FOOTPRINT
- BUILDING PERFORMANCE PIECE OF MIND

## HOW DOES GREEN ENERGY PERFORMANCE CONTRACTING DIFFER?

In many ways, it's the same. You still make energy efficiency upgrades, but also invest in Renewable Energy options such as wind, solar, or geothermal.



**Use Future Energy and Operational Savings NOW**



## ENERGY MANAGEMENT

### NO-COST SERVICES

#### ENERGY STAR® BENCHMARKING

To baseline your school's existing energy performance, Conveo Energy will administer the federally-required ENERGY STAR® Portfolio Manager program to:

- Identify underperforming buildings
- Monitor & track consumption
- Gain EPA recognition for your school

#### CUSTOM ANALYTICS & REPORTING

From Conveo Energy's exclusive reporting tools, you'll be able to see the results of your energy consumption first-hand — leaving no room for guesswork or interpretation.

- Building usage breakdowns
- Report cards identifying building-specific deficiencies
- Comparisons of current usage against previous year's usage
- Expected usage forecasts

#### EXISTING EQUIPMENT OPTIMIZATION

Before jumping right into potential investment measures, Conveo Energy will address immediate opportunities that exist in and around your facility by:

- Adjusting equipment set-points
- Squeezing run-times
- Fine-tuning various system controls

#### ENERGY ASSESSMENT

As part of the process of getting to know your school, the team at Conveo Energy will conduct an analysis of your facility to examine current operations and identify the energy reduction and cost-saving opportunities that might exist.

#### BEHAVIORAL MODIFICATION

Energy management isn't just about the optimization of equipment. It's about making changes to the entire school culture — by adjusting the behaviors of the people within it. To affect cultural change, Conveo Energy offers:

- Staff awareness training
- Ideas for projects, after-school programs & school-based competitions
- Staff & custodial monitoring

#### ENERGY CONSERVATION MEASURES (ECMs) IDENTIFICATION

With a portfolio of hundreds of energy resources and a collection of precise data on your school's consumption usage, the experts at Conveo Energy will provide you with informed recommendations on ways to maintain or enhance your efficiency. From low-cost opportunities to capital investments, we'll be with you every step of the way.



**COMPANY OVERVIEW**



**WE CONTROL YOUR ENERGY  
YOU CONTROL YOUR BUDGET**

**Optimize your energy operations with  
the hands-on team, proprietary process  
& practical solutions of Conveo Energy.**

**MORE EFFICIENT BUILDINGS  
& MORE EFFICIENT PEOPLE**

Modifications will be made to improve your building & space usage, and adjust behaviors of the groups & individuals using your school facilities.

**A PROPRIETARY PROCESS  
YIELDS PRACTICAL SOLUTIONS**

From immediate improvements to your operations to long-term efficiencies, Veology™ helps you realize all of your energy and cost reduction options.

**VISIBLE SAVINGS  
WITH NO RISK TO YOU**

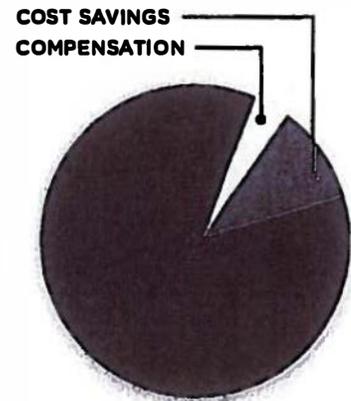
Not only will the process realize significant energy reduction and cost avoidance for your schools, but there's also no cost to begin.

**WHAT DOES ALL THIS COST?**

In an age of tough budgetary constraints for you, here's some good news. Conveo Energy gets compensated out of the actual cost avoidance of your combined gas, oil & electric accounts. You can keep your utility budget constant, and have energy savings to reinvest into whatever you choose.



**Before**  
The example above shows a school's budget for energy-related services before Conveo Energy is involved.



**After**  
Conveo Energy generates tangible cost avoidance, from which it is compensated — at no additional expense to you.





**conveo  
energy™**

**PRESENTATION TO HARTFORD  
POTENTIAL ENERGY COST REDUCTION  
ENERGY REDUCTION = BUDGET REDUCTION**

Hartford  
Public  
Schools  
Could Save  
Over \$25M  
in the Next 5  
Years



# Hartford Public Schools

A. I. PRINCE TECHNICAL HIGH SCHOOL  
ACHIEVEMENT FIRST HARTFORD ACADEMY  
ANNIE FISHER MONTESSORI MAGNET  
ANNIE FISHER MONTESSORI MAGNET  
BIRTH TO THREE PROGRAM SCHOOL  
BREAKTHROUGH II SCHOOL  
BREAKTHROUGH MAGNET SCHOOL  
BULKELEY HIGH SCHOOL  
BULKELEY HIGH SCHOOL UPPER  
BURNS SCHOOL  
BURR SCHOOL  
CAPITOL PREPARATORY MAGNET SCHOOL  
CAPITOL REGION MENTAL HEALTH  
CENTER SCHOOL  
CHARTER SCHOOL FOR YOUNG CHILDREN  
ON ASYLUM HILL I  
CLARK SCHOOL  
CULINARY ARTS ACADEMY  
DR. JOSEPH BELIZZI MIDDLE SCHOOL  
DR. RAMON E. BETANCES SCHOOL  
DWIGHT SCHOOL  
FOX MIDDLE SCHOOL Status Unknown  
GREATER HARTFORD ACADEMY OF MATH  
AND SCIENCE  
GREATER HARTFORD ACADEMY OF ART  
GREATER HARTFORD CLASSICAL MAGNET  
HARTFORD COMMUNITY CORRECTIONAL  
CENTER SCHOOL  
HARTFORD MAGNET MIDDLE SCHOOL  
HARTFORD PUBLIC HIGH SCHOOL - Status  
Unknown  
HARTFORD TRANSITIONAL LEARNING  
ACADEMY (SECONDARY)  
HARTFORD TRANSITIONAL LEARNING  
ACADEMY ELEMENTARY  
HIGH SCHOOL INC.  
HOOKER SCHOOL  
HPHS ACADEMY OF ENGINEERING AND  
GREEN TECHNOLOGY

HPHS FRESHMEN ACADEMY  
HPHS LAW AND GOVERNMENT ACADEMY  
HPHS NURSING ACADEMY  
B GLOBAL COMMUNICATIONS ACADEMY  
INTEGRATED PROGRAM MODELS SCHOOL  
JOURNALISM AND MEDIA HIGH SCHOOL  
JUMOKE ACADEMY  
KENNELLY SCHOOL  
KINSELLA SCHOOL  
LITTLE OWLS LEARNING CENTER SCHOOL  
Non-Operational or Status Unknown  
M. D. FOX ELEMENTARY SCHOOL  
M. L. KING SCHOOL  
MCDONOUGH SCHOOL  
MILNER SCHOOL  
MONTESSORI MAGNET SCHOOL  
MOYLAN SCHOOL  
NAYLOR SCHOOL  
NOAH WEBSTER MICRO SOCIETY SCHOOL  
OPPORTUNITY HIGH SCHOOL  
PARKVILLE COMMUNITY SCHOOL  
QUIRK MIDDLE SCHOOL  
RAWSON SCHOOL  
RIVER STREET EARLY LEARNING CENTER  
(SITE 2) SCHOOL  
SANCHEZ SCHOOL  
SAND SCHOOL  
SIMPSON-WAVERLY CLASSICAL MAGNET  
SPORTS AND MEDICAL SCIENCES  
UNIVERSITY HIGH SCHOOL  
WEST MIDDLE SCHOOL  
WISH SCHOOL



# Hartford Public Schools

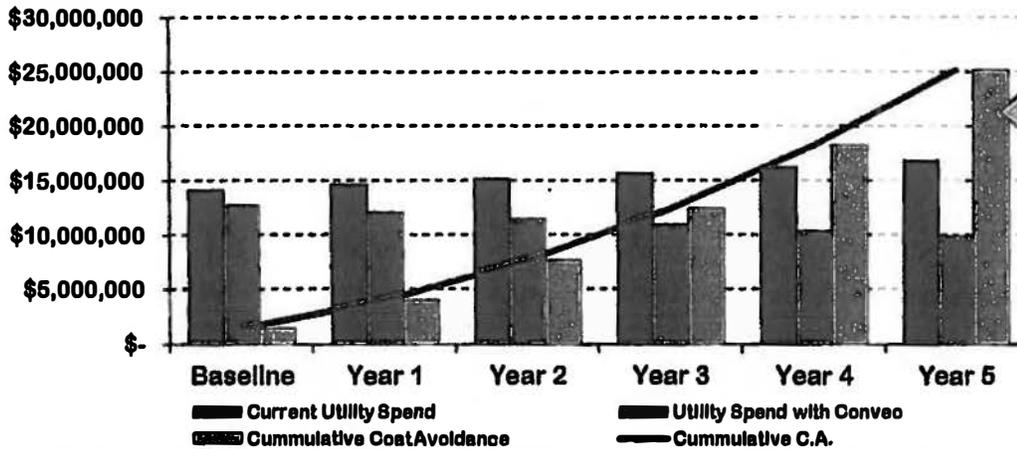
## Initial Savings Estimate



Total Schools: 68  
 Traditional Schools: 57  
 Special Schools: 4  
 Charter Schools: 1  
 Alternative Schools: 2  
 Number of Utility Accounts: 55  
 Total Number of Students: 24,500

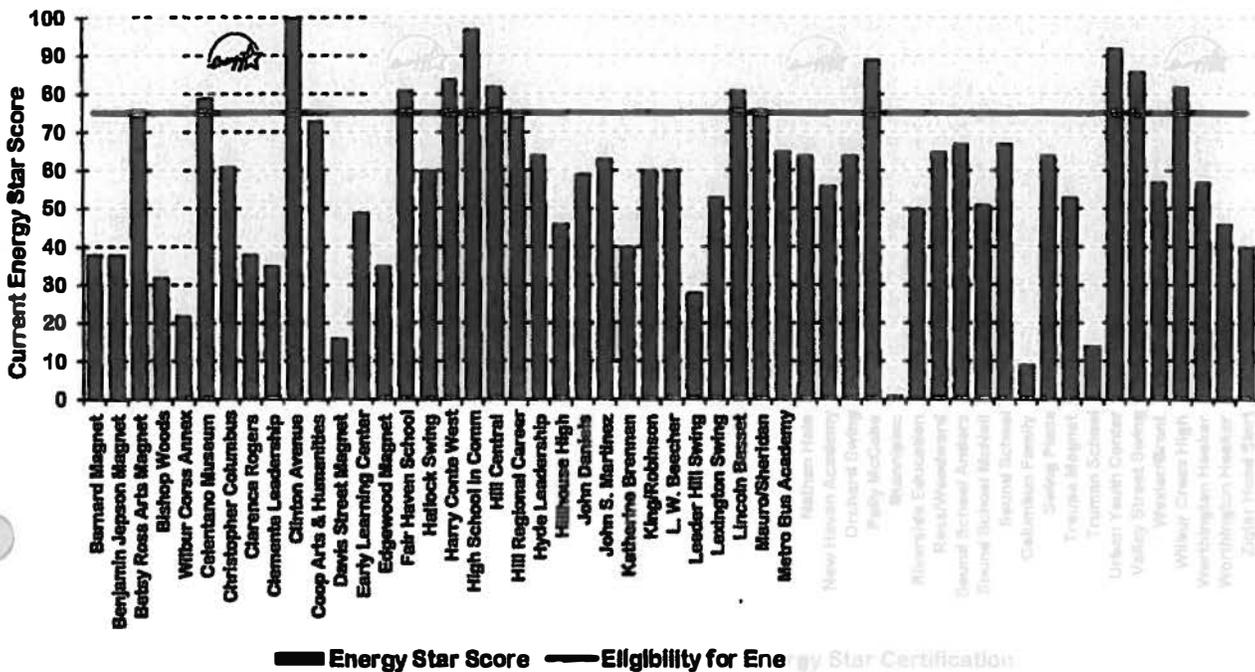
	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5
Current Utility Spend	\$ 14,130,752	\$ 14,625,328	\$ 15,137,215	\$ 15,667,017	\$ 16,215,363	\$ 16,782,901
Utility Spend with Conveo	\$ 12,717,677	\$ 12,081,793	\$ 11,477,703	\$ 10,903,818	\$ 10,358,627	\$ 9,840,696
Savings/Cost Avoid (CA)	\$ 1,413,075	\$ 2,543,535	\$ 3,659,511	\$ 4,763,199	\$ 5,856,736	\$ 6,942,205
Cummulative C A	\$ 1,413,075	\$ 3,956,611	\$ 7,616,122	\$ 12,379,321	\$ 18,236,057	\$ 25,178,262

Current Utility Spend vs. Utility Spend with Conveo



Cost Avoidance "C.A." is the delta between the projected 3% utility increase from the baseline and the reduction of cost as a result of implementing Conveo's Veology™ Program

Energy Star Certification Eligibility - New Haven Case Study



Note: This chart will reflect actual ENERGY STAR scores once a portfolio is established. Individual scores may vary.



**COMPANY OVERVIEW**



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YOU CONTROL YOUR BUDGET**

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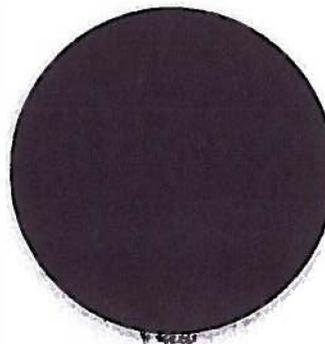
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**VISIBLE SAVINGS WITH NO RISK TO YOU**

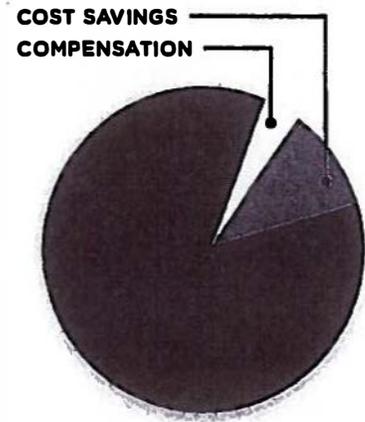
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**Jim Henderson**

---

**From:** Timothy M. Herbst  
**Sent:** Friday, April 19, 2013 9:48 AM  
**To:** Jim Henderson; Thomas H. Kiely  
**Cc:** 'djk@osn-pc.com'  
**Subject:** RE: Auxiliary Energy presentation

Jim,

I don't know if the Chief has responded to you yet, but here is my recollection of events concerning the Trumbull High School renovation and the need for emergency generator capability so the high school can function as an emergency shelter. In late 2011, shortly after I was re-elected First Selectman, Chief Kiely briefed me on the status of a walkthrough of the high school that was conducted by Lt. Kirby and members of the Emergency Management Team. During the course of this walk through, Deputy Director Bill Chiarenzelli, was advised by officials on the renovation project that the school would not have adequate capacity to function as an emergency shelter, because there would not be adequate generator power.

This was the first we heard this news. This was and remains troubling on several fronts. First, THS functioned as an emergency shelter during Hurricane Gloria in 1985. Second, in emails to the architects and Mr. Barbarotta, going back to 2008, the Town and the school district were very clear that the high school needed to function as a shelter. The emails also detailed the specific type of generator that would be required. Clearly, there was an error on the part of agents hired by the THS Building Committee to identify this need and make it a priority.

Upon learning this information, Chief Kiely sent multiple written communications to the Trumbull High School Building Committee that went unanswered and ignored by the committee and the owner's representative. The situation came to a head in the early summer when the Chief and I observed a taped video of the meeting, which aired on Channel 17, whereby the owner's representative and the building committee were mocking the Chief on television.

Finally, after Chief Kiely's repeated calls for action, the Town Council established an emergency shelter committee, made up of members of the building committee, members of the Board of Education and members of the Police Commission. The charge of the committee was to ensure that high school can and will function as an emergency shelter going forward. Part of that charge is ensuring that the high school has adequate generator capacity.

Around the time that the committee was being established, Al Barbarotta approached both the chief and I to pitch the idea of installing a fuel cell, rather than a generator at Trumbull High School. Mr. Barbarotta made very clear in his capacity as the Owner's Representative for the high school project, that he believed the installation of a fuel cell would be more beneficial for the Town in the event that sheltering was required and he further opined that it would save the Town money in the long run.

During a meeting at Town Hall, when Al Barbarotta was pitching the merits of installing a fuel cell at THS, he told me that a company by the name of Conveo Energy was well equipped to handle a project like this and that the company had great success in conducting similar activities in other communities. After the meeting, I opened the folder that Mr. Barbarotta provided to me and was stunned to see that in the folder was a business card listing him as the managing partner of Conveo Energy.

After discussing this with the Chief and other relevant department heads, we concluded that the involvement of this company would be a conflict of interest on several fronts and we did not even bring Conveo Energy to the table. I hope this helps to answer your questions and I am sure the Chief will be able to provide additional insight.

## Jim Henderson

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**From:** Thomas H. Kiely  
**Sent:** Friday, April 19, 2013 7:45 AM  
**To:** Jim Henderson  
**Subject:** Re: Auxillary Energy presentation

Jim, I had several discussions with AI about the Generator at THS he always would saying he would say a good solution would be a fuel cell . I spoke with John Marsilio about the fuel cell and he was not a fan of that solution citing failed fuel cell in Fairfield . I and John spoke an engineer on fuel cells and it became obvious a fuel cell at THS was not a solution but by that time we were not communicating with AI . The fuel cell supplier AI spoke of was UTC  
Any more questions feel free to call  
Tom

Sent from my iPhone

On Apr 18, 2013, at 3:10 PM, "Jim Henderson" <[jhenderson@trumbull-ct.gov](mailto:jhenderson@trumbull-ct.gov)> wrote:

Chief Kiely,

As part of my audit investigation I am requesting information regarding a meeting that you had with Mr. Alfonso Barbarotta about auxiliary energy generation for the PD headquarters. Did he indicate to you in his presentation any recommendation of a one particular company to provide this type of auxiliary energy generation? Please contact me with any information you may have on this particular matter.  
Thank you.

Respectfully,

James Henderson  
Financial/Accounting Analyst  
5866 Main Street  
Trumbull, CT. 06611

of his/her claim.

(II) Payments by the Board of Education shall be made only upon signed authorization of both the Superintendent and the Business manager of the Board of Education. The Business Manager of the Board of Education shall examine all payrolls, bills, and other claims and demands against Board of Education, and shall issue no authorization for the payment unless he/she finds that the claim is in proper form, correctly computed, and duly certified that it is justly and legally due and payable, that an appropriation has been made therefor which has not been exhausted, or that the payment has been otherwise legally authorized and that there is money in the Town treasury to make the payment. He/She may require any claimant to make oath as to the validity of his/her claim.

F. *Special audits.* Upon the death, resignation, or removal of any officer of the town, other than the Director of Finance, the Director of Finance shall make an audit and investigation of the accounts of such officer and report to the First Selectman, the Board of Finance, and Town Council. Upon the death, resignation, or removal of the Director of Finance, an audit shall be made of the accounts of the Department of Finance by a certified public accountant, selected by the Board of Finance.

G. *Purchasing contracts and expenditures.*

(i) The Director of Finance shall be the purchasing authority of the town. The Town's Purchasing Policy shall be adopted by the Town Council. All supplies, materials, equipment and other commodities required by any department, office, agency, board or commission of the town, including the Board of Education, shall be purchased by the purchasing authority in accordance with the purchasing policy as most recently adopted by the Town Council on requisitions in such form as the Director of Finance, with the approval of the First Selectman, may prescribe, signed by the head of the department, office or agency, or chairman of the board or commission.

(ii) Before any purchase is made or any contract for insurance, public work or services, other than professional services, involving an expenditure of more than one thousand dollars (\$1,000.00), is let, said purchasing authority shall procure quotes from at least three (3) sources, whenever practicable, and such quotes shall be open to any bidder who shall conform to the regulations which may be imposed by said purchasing authority when the quotes are requested.

(iii) If any purchase or any such contract involves the expenditure of ten thousand dollars (\$10,000.00), or more, the purchasing authority shall invite sealed bids or proposals, by causing to be published and advertised therefor in a newspaper having a substantial circulation in the town, at least ten (10) days prior to the opening of said bids. Purchases shall be

made from and contracts let to the lowest, responsible, qualified bidder thereon, or if there be two (2) or more responsible bidders who submit bids which are equal and lowest, to one (1) of the lowest responsible bidders, provided however that the right to reject and to waive any informalities in all bids or proposals shall be reserved, which reservations shall be set forth in such advertisement. This subsection shall apply to the construction of any public buildings and to other public improvements.

The foregoing requirements under (ii) and (iii) as to bids may be waived after the purchasing authority has obtained the written approval of the First Selectman in any case in which compliance with this subsection shall be deemed to be impractical or not in the best interest of the town. The record of any purchase made pursuant to such a waiver shall include a copy of the waiver, which shall contain a statement of the reasons therefor, and shall be kept on file in the office of the purchasing authority where it shall be open to public inspection.

(iv) No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the town) be secured from any officer or employee of the town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the town hall.

(v) Purchase requisitions and contracts for public work or other services covered by this section shall not be valid without the endorsement of the purchasing authority. The purchasing authority shall endorse a requisition or contract only after he/she has examined the same and found that it conforms to the requirements of this section and that there is a sufficient unencumbered balance of an applicable appropriation to pay the same. The purchasing authority shall record the amount of the requisition or contract as an encumbrance against the appropriation from which it is to be paid. If, by making any contract or purchase, the budget allowance of the department, commission or board requesting same shall be exceeded, the purchase shall not be made. The purchasing authority shall promptly notify the Board of Finance and such contract or purchase may thereafter be authorized in accordance with and subject to the limitations of this Charter.

(vi) Except for emergencies that threaten the immediate health, safety and well-being of town residents, spending by all town entities will be at a rate consistent with the nature of the appropriation.

(vii) No one vendor shall be allowed to receive more than one (1) bid

waiver in any three (3) year period. Bid waivers in excess of \$500,000 must receive Town Council approval by a 2/3 majority vote of the entire Town Council.

(vii) Upon change of administration, no contract may be signed from the date of the election to the installation of new officers unless authorized by 2/3 of the Town Council present and voting.

#### **Section 7. Town Clerk.**

The Town Clerk shall be elected at the Town Election for a term of two (2) years and until his/her successor shall be elected and qualified. The Town Clerk shall have all powers and duties conferred or imposed by law on Town Clerk and shall serve as registrar of vital statistics. The Town Clerk shall appoint and remove, subject to the provisions of Chapter VII, section 15 of this Charter, all full time deputies, assistants or employees in his/her office.

#### **Section 8. Town Attorney.**

The First Selectman shall appoint a Town Attorney(s) or associate Town Attorneys for a term coextensive with that of the First Selectman or for such portion thereof as the First Selectman shall determine.

The Town Attorney shall be attorneys admitted to practice law in this state and shall have practiced law in this state for at least five (5) years. The Town Attorney or associate town attorneys shall be the legal advisors and attorneys for the town and all departments, boards, commissions and officers thereof in matters relating to the town's interests and their official powers and duties. Such legal services shall be provided at the request of the First Selectman or at the direction of the First Selectman. With the approval of the First Selectman, the Town Attorney shall have the authority to designate other attorneys to perform legal services on behalf of the Town.

No compromise or settlement in any proceedings to which the town is a party involving the payment or receipt of money shall be effective without the approval of the Town Council.

#### **Section 9. Fire protection.**

The Fire Districts, Fire Departments, fire companies and the Board of Fire Protection now existing shall continue to be responsible for fire prevention and fire protection in the town. The First Selectman shall appoint a Fire Marshal as provided by statute.

#### **Section 10. Welfare.**

*Duties of First Selectman.* The First Selectman shall have all powers and duties relating to the poor, defective and dependent persons vested by law in the selectmen of towns.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

TO OWNER:  
 TRUMBULL BOARD OF EDUCATION  
 6254 Main Street  
 Trumbull, CT 06611  
 FROM CONTRACTOR:  
 ERP GROUP, INC.  
 PO BOX 26763  
 WEST HAVEN, CT 06516  
 CONTRACT FOR:

PROJECT: TRUMBULL SCHOOLS  
 SNOW REMOVAL

VIA ARCHITECT:

PO 8867

APPLICATION NO:1

PERIOD TO: Feb 11, 2013 - February 13, 2013

INVOICE NO: 1

PROJECT NOS:

CONTRACT DATE:

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	81,887.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	81,887.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	81,887.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
5. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	81,887.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
3. CURRENT PAYMENT DUE	\$	81,887.00
3. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

FEB 15 2013  
 2/13/2013

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 2/13/13.  
 Edward Petrucci, Architect  
 State of: Connecticut County of: New Haven  
 Subscribed and sworn to before me this 13th Feb 2013.  
 Notary Public: [Signature]  
 My Commission Expires: 5/31/13

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1  
 APPLICATION DATE:  
 PERIOD TO: 2/13/13  
 ARCHITECT'S PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
9	555E New Holland Back hoe includes delivery/pickup/operator Serial #: 031025102 Frenchtown 16 hrs @ \$310/hr Middlebrook 6 hrs @ \$310/hr Madison Middle School 6 hrs @ \$310/hr	\$8,680.00		\$8,680.00		\$8,680.00	100.00%		
10	Thomas Skid Steer Model 2200 includes delivery/pickup/operator Serial #: LP000314 Frenchtown/Madison 13 hrs @ \$350/hr mobilization 3 @ \$375/each	\$5,675.00		\$5,675.00		\$5,675.00	100.00%		
11	Harness Kits & lanyard/gloves/shovels glove liners	No Charge		\$0.00		\$0.00			
12	Fuel - Gas / Diesel for rental equipment	\$500.00		\$500.00		\$500.00	100.00%		
13	Food and water for workers for 2 days	No Charge		\$0.00		\$0.00			
14	Administrative Costs 8 hrs @ \$35/hr	\$280.00		\$280.00		\$280.00	100.00%		
<b>GRAND TOTALS</b>		<b>\$81,887.00</b>	<b>\$0.00</b>	<b>\$81,887.00</b>	<b>\$0.00</b>	<b>\$81,887.00</b>	<b>100.000%</b>	<b>\$0.00</b>	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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APPLICATION NO: 1

APPLICATION DATE:

PERIOD TO: 2/13/13

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	LABOR FRENCHTOWN E.S. LABORER 9 1/2 hours x \$55.00/hr FORMAN 7 1/2 hrs x \$84.00 See attached breakdown	\$50,160.00 \$6,048.00		\$50,160.00 \$6,048.00		\$50,160.00 \$6,048.00	100.00% 100.00%		
2	LABOR MADISON J. H.S. LABORER 56 hours x \$55.00/hr FORMAN 24 hrs x \$84.00 See attached breakdown	\$3,080.00 \$2,016.00		\$2,640.00 \$2,016.00		\$2,640.00 \$2,016.00	85.71% 100.00%	\$440.00	
3	Chevy Silverado Pickup Madison JHS Serial #1GCEC19XX6Z155646 4hrs@19.50/hr	\$78.00		\$78.00		\$78.00	100.00%		
4	Chevy Silverado Pickup Frenchtown ES Serial #1GCEC19XX6Z155646 20hrs@19.50/hr	\$390.00		\$390.00		\$390.00	100.00%		
5	Mits 05 Box Truck Frenchtown ES Serial # JL6BBG1S45K002431 20 hrs@24.00/hr	\$480.00		\$480.00		\$480.00	100.00%		
6	Genie Z80' boom w/JJIB Frenchtown ES delivery/pickup/operator Serial #Z8008-475 \$1700/day \$300 day trucking	\$2,000.00		\$2,000.00		\$2,000.00	100.00%		
7	Genie Z60' Boom Frenchtown ES delivery/pickup/operator Serial # Z6007-7373 \$1100/day \$300 day trucking	\$1,400.00		\$1,400.00		\$1,400.00	100.00%		
8	Genie telehandler model GTH 5519 delivery/pickup/operator Serial # GTH-551912-21889 \$900/day \$200 trucking	\$1,100.00		\$1,100.00		\$1,100.00	100.00%		
	<b>SUBTOTAL</b>	\$66,752.00	\$0.00	\$66,312.00	\$0.00	\$66,312.00	99.341%	\$440.00	

BID # 5896 MAY 26, 2011 - ON CALL EQUIPMENT RENTAL - RENTAL RATE (WITH OPERATOR) (Blank spaces are NO BID) Refer to bid responses for specific information

Equipment	Per Hour											Per Day												
	Brennan	Candee	Clark	Dalling	Hertz	Infante	A. Julian	Julian Dev	LJF	PBE	Reliable	Brennan	Candee	Clark	Dalling	Hertz	Infante	A. Julian	Julian Dev	LJF	PBE	Reliable		
1 Backhoe-Wheel Loader 1/2 yd	130	95		175		100	145	90			95	1040	760		1400		700	1160	720				760	
2 Backhoe-Crawler 3/4 yd	180	120		185		125	165	150			110	1440	960		1480		875	1320	1200				880	
3 Backhoe-Crawler 1 1/2 yd	210			195		140	175	175			135	1680			1560		980	1400	1400				1080	
4 Backhoe-Hydraulic Crawler 2 yd	220			205		150	190	195			150	1780			1640		1200	1520	1560				1200	
5 Dragline 1 1/2 yd						200		450			250						1400		3600				2000	
6 Bucket Loader-Crawler 2 yd		100		150		130		150			125		800		1200		1040		1200				1000	
7 Bucket Loader-Crawler 3 yd				170		135	190	175			150				1360		1080		1400				1200	
8 Bucket Loader-Wheel 2 1/2 yd	155			160		125	190	115			100	1240			1280		1000	1520	920				800	
9 Bucket Loader-Wheel 3 1/2 yd	190			165		140	150	125			135	1520			1320		1120	1520	1000				1080	
10 Bulldozer Crawler-100 hp	175	100		160		135	190	90			95	1400	800		1280		1080	1200	720				760	
11 Bulldozer Crawler-140 hp		140		180		150	220	120			150		1120		1440		1200	1520	960				1200	
12 Bulldozer Crawler-190 hp	210			225		200	110	150			200	1680			1800		1400	1760	1200				1600	
13 Trucks-2 Axle, 6 yd Level Cap	90	70		80		70	125	60	65		75	720	560		640		580	880	480	520				600
14 Trucks-3 Axle, 13 yd	95	85		90		80	140	80			90	760	680		720		640	1000	640					720
15 Vibratory Roller 10-12 Tons	125			100		110	120	90			85	1000			800		880	1120	720					680
16 Harley Rake/Tractate(w/operator)						100		95			85						700	960	760					680
17 Low Ground Pressure Crawler Excavator 1/3 Cu Yd (w/operator)	150	95				100		90			250	1200	780				700		720					2000
18 Tractor Trailer w/35T Gousseneck	135			125		100		110			125	1060			1000		800		880					1000
19 Crane 30T						150		250			400						1200		2000					3200

Equipment	Per Week											Per Month													
	Brennan	Candee	Clark	Dalling	Hertz	Infante	A. Julian	Julian Dev	LJF	PBE	Reliable	Brennan	Candee	Clark	Dalling	Hertz	Infante	A. Julian	Julian Dev	LJF	PBE	Reliable			
1 Backhoe-Wheel Loader 1/2 yd	5200	3800		7000		2800	5510	3060			3800	20800	15200		27200		8400	20930	11520					13680	
2 Backhoe-Crawler 3/4 yd	7200	4800		7400		3500	6270	5100			4400	28800	19200		28000		3500	23826	19200					15840	
3 Backhoe-Crawler 1 1/2 yd	8400			7800		3920	6650	5950			5400	33600			30400		3920	25270	22400					19440	
4 Backhoe-Hydraulic Crawler 2 yd	8800			8200		6000	7220	6630			6000	35200			32000		6000	27436	24960					21600	
5 Dragline 1 1/2 yd						7000		15300			10000						7000		57600					36000	
6 Bucket Loader-Crawler 2 yd		4000		6000		5200		5100			5000		16000		23000		5200		19200					18000	
7 Bucket Loader-Crawler 3 yd				6800		5300		5950			6000				26400		5300		22400					21600	
8 Bucket Loader-Wheel 2 1/2 yd	6200			6400		5000	7220	3910			4000	24800			24800		5000	27436	14720					14400	
9 Bucket Loader-Wheel 3 1/2 yd	7600			6600		5600	7220	4250			5400	30400			25600		5600	2746	16000					19440	
10 Bulldozer Crawler-100 hp	7000	4000		6400		5400	5700	3060			3800	28000	16000		24800		5400	21660	11520					13680	
11 Bulldozer Crawler-140 hp		5600		7200		6000	7220	4080			6000		22400		28000		6000	27436	16360					21600	
12 Bulldozer Crawler-190 hp	8400			9000		7000	8360	5100			8000	33800			35200		7000	31768	19200					28800	
13 Trucks-2 Axle, 6 yd Level Cap	3600	2800		3200		2900	4180	2040	2600		3000	14400	11200		12800			15884	7680	10400				10800	
14 Trucks-3 Axle, 13 yd	3800	3400		3600		3200	4750	2720			3600	15200	17000		14400			8050	10240					12960	
15 Vibratory Roller 10-12 Tons	5000			4000		3520	5320	3060			3400	20000			15000			21216	11520					12240	
16 Harley Rake/Tractate(w/operator)						2800	4560	3230			3400							17328	12160					12240	
17 Low Ground Pressure Crawler Excavator 1/3 Cu Yd (w/operator)	6000	3800				2800		3060			10000	24000	19000						11520					36000	
18 Tractor Trailer w/35T Gousseneck	5400			5000		4000		3740			5000	21600			20000				14080					18000	
19 Crane 30T						6000		8500			16000								32000						57600

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**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**

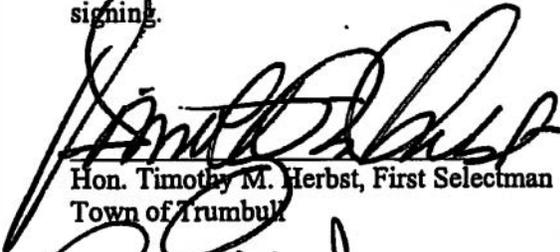
Memorandum of Understanding, or for as many years as TLC remains in operation in Trumbull, (irrespective of whether TLC continues to operate in any of the six classroom spaces in Trumbull Public School buildings), whichever is longer; and said ground lease will be renewable thereafter.

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.

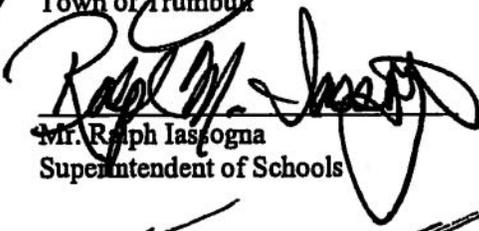
These funds are to be paid first to satisfy any outstanding balance due to the lender who financed the construction of the new building and has at such time of reimbursement by the town a mortgage or other security interest for such financing.

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.

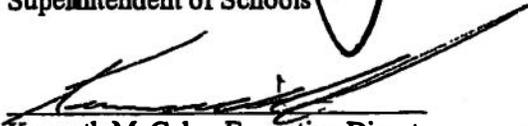
IN WITNESS WHEREOF, the Parties hereto execute this **LETTER OF UNDERSTANDING** as of the Effective Date and warrant their authority to bind the respective entity for which he is signing.

  
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:

me:

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Sort By: Order By:

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Employees

Results 11 - 20 of 46

**Linda Dr. Paslov**

Coordinators - Curriculum Director  
[paslovl@trumbullps.org](mailto:paslovl@trumbullps.org) | **Phone:** (203) 452-4336

**Dr. Matthew Wheeler**

Coordinators - Preschool Coordinator  
[Wheelerm@trumbullps.org](mailto:Wheelerm@trumbullps.org)

**Michael Herbst**

Coordinators - THS Athletic Director  
[HerbstM@trumbullps.org](mailto:HerbstM@trumbullps.org) | **Phone:** (203) 452-4557

**Alanna Stoffan**

**Al Barbarotta**

Coordinators - Plant Coordinator  
[%09BarbaroA@trumbullps.org](mailto:%09BarbaroA@trumbullps.org) | **Phone:** (203) 452-4306

**Maureen Makres-Steinberg**

Coordinators - Special Education Coordinator  
[Makres-M@trumbullps.org](mailto:Makres-M@trumbullps.org)

**Karen MacVeigh**

Coordinators - TEAM  
[Macveigk@trumbullps.org](mailto:Macveigk@trumbullps.org) | **Phone:** (203) 452-4337