

**BUILDING DEPARTMENT****Town of Monroe**

www.MONROECT.ORG

Tel. 203-452-2805

7 Fan Hill Rd., Monroe CT 06468

**Contact Record**

12/19/12

Record Updated

use group ZONE

**0000****PERMIT**

12/19/2012

**DATE ISSUED**FULL  
PERMIT

Assessor ID Number

**LOCATION**FULL  
C/O**OWNER**

LOT NO

**375****Fan Hill Road****No.****Street****Town Of Monroe**

NAME (Last, First)

HOME TEL.#

WORK TEL.#

FAX TEL.#

Chalk Hill Middle School

ADDRESS

**Monroe**

TOWN

**CT**

STATE

**06468**

ZIP CODE

owner Email

MOBIL TEL.#

fax number

**APPLICANT if other than OWNER**

app Email

App.work #

860 889-0823

**Prime Electric Llc****Frank Blanchard**

NAME (Last, First)

E1- 123648

**Lic No**

HOME TEL.#

pager number

**33****Wisconsin Ave**

ADDRESS

**Norwich**

TOWN

**CT**

STATE

**06360**

ZIP CODE

mobile number

App. est. cost

**Permit Reason****Electric Permit # 63926****100 Amp Service****COST****\$1,200****FEE****\$0.60****P Z no****Price file no Copy****Sq.Ft.**

Check Received

12/19/2012

C/O TYPED DATE

CC or C/O.Issued:

0000

**PERMIT****NEEDED  
Y . N****Recpt no****RELATED  
PERMITS****Contractor Name1st****PHONE #****Extra info  
Y . N****Permit  
Issued Date**

ELECTRIC

63926

ALARM NE

E LOW VOLT

E SEPTIC PMP

PLUMBING

GAS PIPE NP

HEATING

AIR COND

SEPTC

SPRINKLER

COOK HOOD

OIL TANK								
WELL								
WELL PUMP								
FIREPLACE								
WOOD STOVE								
ELEVATOR								
DRIVEWAY								
SIGN								
PROPANE TANK								

## RELATED RECORDS AND CERTIFICATES

0000

Extra info	NEEDED Y . N		COMMENTS	DATE
PLOT PLAN	<input type="checkbox"/>	<input type="checkbox"/>		
WATER TEST	<input type="checkbox"/>	<input type="checkbox"/>		
WELL COMP REPRT	<input type="checkbox"/>	<input type="checkbox"/>		
WELL PUMP REPRT	<input type="checkbox"/>	<input type="checkbox"/>		
GAS TEST LETTER	<input type="checkbox"/>	<input type="checkbox"/>		
HEAT LOSS	<input type="checkbox"/>	<input type="checkbox"/>		
HEAT GAIN	<input type="checkbox"/>	<input type="checkbox"/>		
SEPTIC ASBUILT	<input type="checkbox"/>	<input type="checkbox"/>		
SPECIAL INSP	<input type="checkbox"/>	<input type="checkbox"/>		
SPECIAL INSP APP	<input type="checkbox"/>	<input type="checkbox"/>		
SPECIAL INSP CERT	<input type="checkbox"/>	<input type="checkbox"/>		
SPRINKLER B/G CRT	<input type="checkbox"/>	<input type="checkbox"/>		
SPRINKLER A/G CRT	<input type="checkbox"/>	<input type="checkbox"/>		
GEOTECHNICAL RT	<input type="checkbox"/>	<input type="checkbox"/>		
SOIL BORINGS	<input type="checkbox"/>	<input type="checkbox"/>		
FILL PROCTOR / SIEVE	<input type="checkbox"/>	<input type="checkbox"/>		
SOIL BASE&LIFT	<input type="checkbox"/>	<input type="checkbox"/>	COMPACTION TESTS	
STEEL PLACEMENT	<input type="checkbox"/>	<input type="checkbox"/>	IN CONCRETE REPORTS	
CONCRETE TESTS	<input type="checkbox"/>	<input type="checkbox"/>		
STEEL CONNECTION	<input type="checkbox"/>	<input type="checkbox"/>		
WELDING	<input type="checkbox"/>	<input type="checkbox"/>		
GROUTING	<input type="checkbox"/>	<input type="checkbox"/>		
ELEVATOR STATE	<input type="checkbox"/>	<input type="checkbox"/>	APPROVED PLANS	
ELEVATOR STATE	<input type="checkbox"/>	<input type="checkbox"/>	FINAL APPROVAL	
STATE BOILER CERT	<input type="checkbox"/>	<input type="checkbox"/>		
CONCRETE CERTIFICATES	<input type="checkbox"/>	<input type="checkbox"/>		

## INSPECTION RECORD

0000

[illegible]

Department of Public Safety  
Division of Fire, Emergency & Building Services  
Office of State Fire Marshal



STATE OF CONNECTICUT  
INSPECTION CERTIFICATE

On (date) December 31, 2012, the (Town/City) Monroe Office of the Fire Marshal conducted

An inspection of (name of facility) Sandy Hook Elementary at Chalk Hill

Located at (address) 375 Fan Hill Road in the

City/Town of Monroe to determine the degree of compliance

with the fire safety requirements of Connecticut General Statutes Chapter 541 as authorized by Section

29-305 of the statutes. This facility was evaluated as a (new/existing) Existing

(occupancy classification) Educational Occupancy as classified by the

*CONNECTICUT STATE FIRE SAFETY CODE*. As a result of this inspection, the following conditions were found:

- I. ☐ At the time of inspection, no code violations were identified. **Certificate of approval Recommended.**
- II. ☒ At the time of inspection, conditions were discovered to be contrary to minimum Requirements of these codes. An acceptable plan of correction was submitted. *(See attached Information)* **Certificate of approval recommended.**
- III. ☐ At the time of inspection, conditions were discovered to be contrary to the minimum Requirements of these codes. No approved plan of correction was submitted. *(See attached Information)* **Certificate of approval NOT recommended.**
- IV. ☐ Based on the extreme hazard to public safety discovered at the time of this inspection, This office is currently seeking an injunction from the court through our Town/City Attorney for the purpose of closing or restricting usage of this facility by the public. *(See attached information)* **Certificate of approval NOT recommended.**

December 31, 2012

Fire Marshal

Date

City or Town: MONROE



**OFFICE OF THE FIRE MARSHAL** *Monroe, Connecticut*



Fire Marshal  
William B. Davin  
203-452-2807 office

[www.monroect.org](http://www.monroect.org)

7 Fan Hill Road  
Monroe, CT 06468  
203-261-6197 fax

December 28, 2012

Sandy Hook/ Chalk Hill  
375 Fan Hill Road  
Monroe, Connecticut 06468

Re: Violations

Gino/Chris;

The following need to be addressed prior to the Schools opening!

- 1.) Lower level doors # 4 & 5 excessive force required to open and not latching properly.
  - 2.) Emergency lighting main entrance and stairwells shall be repaired or replaced. In addition Cafeteria NEEDS emergency lighting upgrade.
  - 3.) Gym L/S entrance exit and Cafeteria L/S missing center post prohibiting latching. All doors shall be inspected for proper latching and all hardware is operational.
  - 4.) ALL smoke barrier doors not latching.
  - 5.) ALL exterior EXITING doors closures shall be adjusted for proper closing.
  - 6.) Room 111 door closure shall be reattached and all rooms that will be used as storage shall have door closures.
  - 7.) ALL classrooms, closets and hallways shall have ceiling tiles in place.
  - 8.) Any openings in fire barrier walls shall be caulked or sealed.
- 
- 9.) Lower level woodshop/storage area missing 220 volt electrical box cover, and open hole in breaker box.
  - 10.) All door stops and latches that hold doors open shall be removed.

Chalk Hill

12-26-12

Emerg Lts Library

- 1) Library - ~~sprinkler clearance min 18"~~  
~~cat in the hat~~  
~~Library office door to hall-~~  
~~way adjust closure~~
- 2) ALL Smoke barrier doors  
not latching.
- 3) "CEILING TILES CLASSROOMS"
- 4) ALL EXTERIOR EXIT DOORS  
ck operation and closures
- 5) ~~# Area of refuge #1-R/F #4R~~
- 6) Rooms ~~#2 & #3~~ III need door closures
- 7) Woodshop 900 volt elec. cover.  
Circuit breaker box breaker  
opening.  
Caulk pipe opening
- 8) Cafeteria latching hardware  
missing L/side
- 9) Remove all door stops and latches

10) ~~Replace 2/1 horn strobes~~

11) Gym L/S double doors  
center latch post missing.

12) Doors # 4 & 5 Exit Doors  
hard opening and not latching.

13 Kitchen Suppression sys wired into Fire  
alarm



Fire alarm test & certif.

Sprinkler System test & certif.

Exit Signs

Fire Ext: kitchen/cust. office

Ceiling tiles throughout the bldg.

Knox Box

FIRE DRILL procedures

Closers on Storage

Stairwells 4" closers

Bathroom Steps

Art wing hall fire door latch

\* MOD FOR 1<sup>ST</sup> grade egress \*

Lower level door #4 hard to push

Vent over KILN ROOM

~~Sign~~ ON BOILER

Door #7 lower level Storage



**DiBlasi**  
Associates, PC  
Structural Engineers

27 December 2012

Mr. Gino Faiella, Director of Facilities  
Newtown Public Schools  
12 Berkshire Road  
Sandy Hook, CT 06482

Dear Mr. Faiella:

Chalk Hill School / Sandy Hook Elementary School  
Monroe, Connecticut  
DA Project No. 2012-105

During our visit to the above-referenced facility on 21 December 2012, we observed that Room No. 219 was being utilized as a Language Arts Center, and it was filled with book stacks of varying heights. In the original building layout, this room was designated as a classroom. While libraries that house stacks are typically designed to support a superimposed live load of not less than 150 pounds per square foot (150 psf), a classroom is typically designed to support a superimposed live load of only 40 psf. On this basis, we were concerned the use of this space as a Language Arts Center may locally exceed the safe load-carrying capacity of the floor framing.

A structural assessment was undertaken to identify the magnitude of the actual loads imposed on the floor as well as the load-carrying capacity of the existing floor framing system. The book stacks are typically two-sided and range in height from three shelves to eight shelves. The aisles between the stacks are not less than 2'-10" to 2'-11" wide. The books stored on the shelves are typically paperbacks. To determine the load imposed on the floor, a sampling of the books was weighed, and this sampling was deemed to represent the larger (and thus heavier) of the books stored in the room. The worst-case scenario would exist at the eight-shelf stacks when they are fully loaded with these books on both sides. Based on our calculations, the maximum load that would be induced into the floor over the footprint of these stacks would be approximately 85 psf under this loading condition.

Information pertaining to the structural floor construction was obtained from the original construction documents (dated 10/31/67) that were furnished to us by Monroe Public Schools. The floor is constructed using a 5½" thick, reinforced concrete slab on Cofar composite metal deck as manufactured by Granco Steel Products. The slab system is supported on structural steel beams and girders. Based on our structural analyses, we find that the composite slab is capable of supporting a superimposed live load of approximately 125 psf, and the typical floor beams are capable of supporting a superimposed live load of approximately 90 psf. On this basis, it is our opinion that the floor framing system in Room No. 219 is capable of safely supporting the loads induced by the stack system that has been installed; no remedial actions are required. Should there be a desire in the future to increase the density of the storage by adding more stacks (or stacks with more shelves) or by storing heavier media, it would be advisable to reassess the loading.



It should be noted that our analysis was limited to the evaluation of the structural floor framing (slabs and beams) affected by the addition of the book stacks in Room No. 219. The framing system information was obtained from the original construction documents, and it has been assumed that this information is representative of the as-built construction. No field measurements were performed to compare the as-built construction with the information contained within the construction documents, nor was any physical testing undertaken. This report does not address any other portions of the structure other than the floor framing within Room No. 219, nor does it provide any warranty, either expressed or implied, for any portion of the existing structure.

Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

DiBLASI ASSOCIATES, P.C.



Thomas A. DiBlasi, P.E., SECB



cc: James Sandor, Building Official, Town of Monroe  
William Davin, Fire Marshal, Town of Monroe  
Chris Nowacki, Monroe Public Works  
Bruce Lazar, Monroe Public Schools  
Jack Zarny, Monroe Public Schools  
Jaime Rivera, Newtown Public Schools  
John Barbarotta, AFB Construction Management

h:\project\_files\2012 projects\2012-105 chalk hill - shes\project design data\dapc correspondence & reports\2012-105 ch-shes room 219 loading.docx



## Monroe Police Department

The Monroe Police Department would like to welcome the staff and students of Sandy Hook Elementary School to our community. The following is some information on the services the Monroe Police Department will provide to you and on the security means that are currently in place for the Chalk Hill School campus.

School Resource Officer Nicole Buckley is assigned to the tri-school campus (Chalk Hill, Jockey Hollow Middle and Fawn Hollow Elementary Schools) on a full-time basis.

Security cameras are mounted on the front and rear of the school, with a live feed to the Monroe Police Communications Center. Video is recorded and held for approximately 14 days.

The Town of Monroe has a town-wide radio communications system. Chalk Hill School has a designated channel on this system, with the capabilities to reach the Monroe Board of Education Central Office, and all emergency services can tune to this channel for full, interoperable radio communications.

The school is located within ½ mile of Monroe EMS headquarters, which during school hours is staffed with paid EMTs and one paramedic in a fly car.

The Police Department has a full-time Detective assigned to juvenile matters. Detective Kelly McFarland is trained in youth crisis management, safety procedures and is a certified instructor for the Juvenile Justice Department Committee for "Effective Interactions between School Staff, Youth and Police." She is also a certified police instructor for domestic violence, juvenile law and child abuse and is a member of the Monroe Police Department's Domestic Violence Team. Prior to her promotion to Detective, Kelly McFarland was the School Resource Officer for Chalk Hill and Jockey Hollow Middle Schools, where she taught DARE.

The Monroe Police Department will work with Newtown Police to ensure that there will be police presence at the school and will continue to work with Newtown School staff with any security needs and concerns.

911 for all emergencies

General Police/Dispatch: (203) 261-3622

Chief of Police John L. Salvatore and Captain Michael Flick: 203-452-2833

Detective Commander Lt. Keith White: (203) 452-2831 X1325; email: [kwhite@monroectpolice.com](mailto:kwhite@monroectpolice.com)

Youth Detective Kelly McFarland: (203) 452-2831 X1325; email: [kmcfarland@monroectpolice.com](mailto:kmcfarland@monroectpolice.com)

Public Information Officer/ Support Services Commander Lt. Brian McCauley: (203)452-2837; email: [bmccauley@monroectpolice.com](mailto:bmccauley@monroectpolice.com)





**STATE OF CONNECTICUT**  
**DEPARTMENT OF CONSTRUCTION SERVICES**  
**OFFICE OF STATE FIRE MARSHAL**



December 20, 2012

To: Local Fire Marshals

From: Robert J. Ross  
STATE FIRE MARSHAL

Re: ***SCHOOL SECURITY QUESTIONS***

Many local fire marshals have been contacting our office for guidance related to school safety. We are sending the following information to assist you. We also ask that you share it with your local school officials.

**Fire Exit & Crisis Response Drills**

Back in 2000 as a result of several highly publicized school shootings, the Connecticut State Legislature amended CT General Statute §10-231 to allow local and regional boards of education to substitute crisis response drills for the monthly fire drills required by the statute. These crisis response drills have been shown to be beneficial during both severe weather and terrorism events. Many times these crisis response drills involve a "lock-down" of the school. Planning for such drills should include local educators, law enforcement and emergency responders so that everyone understands the goal of the drill. Remember that the goals of a crisis response drill significantly differ from that of the Emergency Egress and Relocation Drills required by Section 20.2.3.1 of our State Fire Prevention Code. When developing the school safety plan, fire exit and crisis response drills should not present conflicting information to students and staff.

### Securing School Buildings

Many school systems are taking extra ordinary steps to secure their building against unauthorized entry. At the outset, this may not appear to be an issue. However if the doors are also locked to prevent egress in any type of emergency, this is not only a violation of Connecticut's fire safety regulations, but poses a greater degree of danger than controlling unauthorized entry. Also remember that egress doors may only have one operation to release the door for egress, thus the use of passage hardware in conjunction with deadbolts is not permitted unless both can be released in one motion. Hardware of this type is commonly found on the doors to hotel rooms. Interior courtyards also pose a problem for school security. When occupied, they are treated like a room within the building and emergency egress must be provided. We are developing alternatives to this requirement for when the space is unoccupied which will maintain building security.

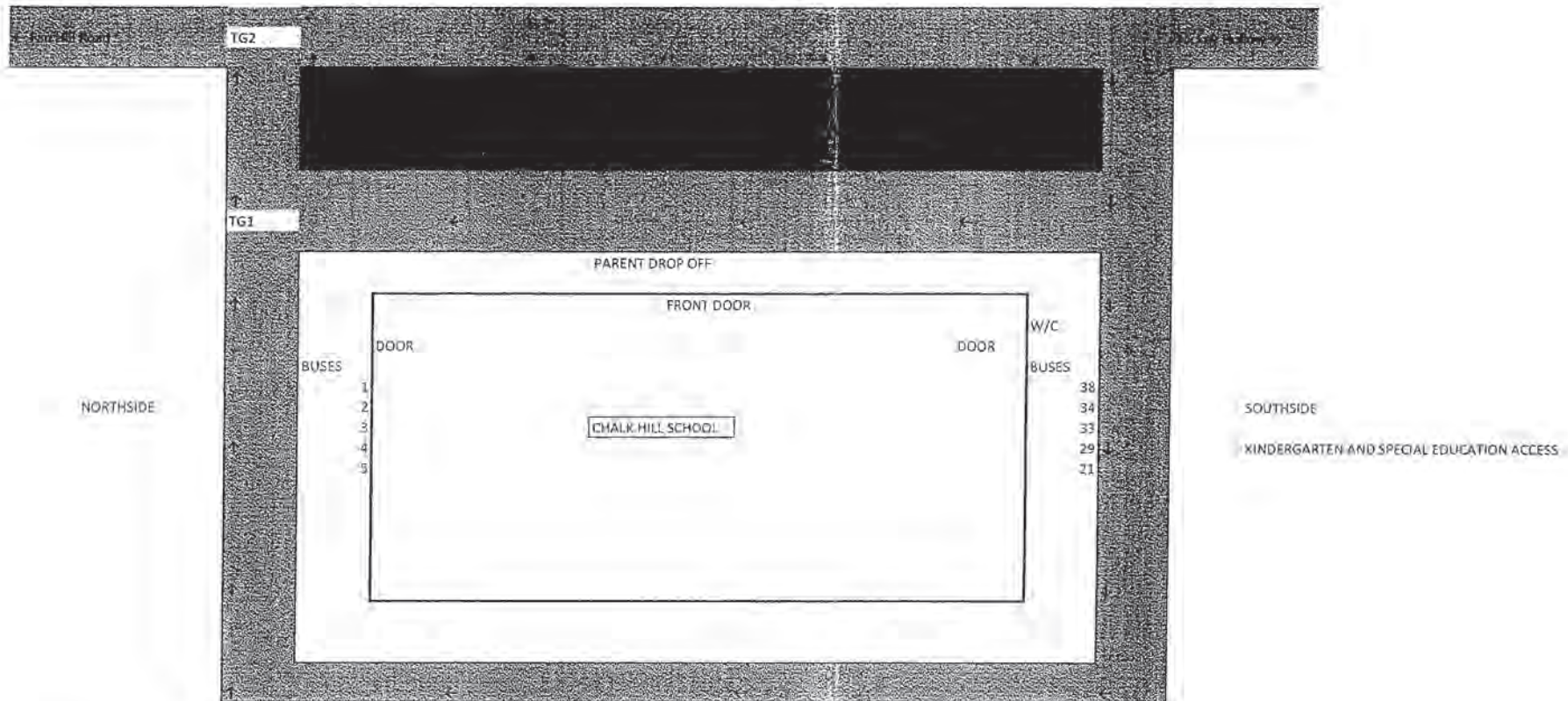
I am also including a link on the FEMA web site to a document produced by the US Department of Homeland Security dealing with the Design of Safe Schools. This document contains a lot of information that may assist your community in providing for safety within your local schools.

[http://www.dhs.gov/xlibrary/assets/st/bips07\\_428\\_schools.pdf](http://www.dhs.gov/xlibrary/assets/st/bips07_428_schools.pdf)

As always, the staff of the Office of State Fire Marshal remains available to assist you with any code related issues that you may encounter.



Bill, this is pretty much the same as it was when Chalk Hill was a Monroe School.



TG - Traffic Guard

→ Traffic flow

Buses 1-5 pick up and drop off of the north side of the school. Buses 21, 29, 33, 34, and 38 pick up and drop off on the south side of the school.

Kindergarten and Special Education buses drop off on the south side of the school. Wheel Chair accessibility at the front corner of the building.

Kindergarten buses 42-A, 35-B, 2-C and 21-D will pick up at 11:56 and return to drop off at 12:46.

Special Education buses 58 and 97 will drop off and pick up at the regular school times. Special Education buses 67 and 58 will pick up and drop off for the midday run at the same time as the Kindergarten times.



# GenTech Power Systems, Inc.

## *Emergency Generator Sales and Service*

December 17, 2012

Cummins Power Systems  
41-85 Doremus Avenue  
Newark, NJ 07105

Attn: Steve Philips  
Subject: Donate the use of a Rental Generator  
Re: Sandy Hook Elementary School Relocation Site

Dear Steve,

First and foremost I would like to thank you for taking my call on Sunday, December 16<sup>th</sup>! I am sure you are aware of the tragic incident that occurred at Sandy Hook Elementary School in Newtown, Connecticut. My town, Monroe Connecticut, has offered one of our schools, Chalk Hill School, as a relocation site for the Sandy Hook children and staff as of Wednesday, December 19<sup>th</sup>. This school was essentially moth balled awhile back and was not in use. I was contacted by the town to access the current 36 year old 85 KW Cummins Generator Set's condition and see if repairs can be made. After accessing the current condition, I feel very strongly that a temporary rental generator for standby application is the best solution. It will provide an immediate and more reliable source of emergency power to this very sensitive site.

I would like to make a request to have Cummins donate and provide free of charge a 100KW Generator (including cables) for this tragic situation.

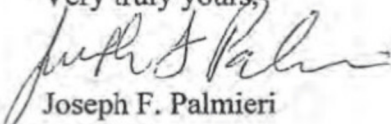
The site name and location needing the rental generator is as follows:

Chalk Hill School  
375 Fan Hill Rd.  
Monroe, CT. 06468

I would like to personally thank you in advance for your continued professional support and cooperation during recent times of need. As you are aware, the last two rental generators were sourced through you during Hurricane Sandy, with one coming from as far away as Michigan to provide a town shelter in Stratford, Connecticut. Thank you again for all of your support.

Please give me a call with any questions or concerns you may have. My cell phone number is [REDACTED].

Very truly yours,

  
Joseph F. Palmieri  
President

63 Indian Ledge Road • Monroe, Ct. 06468 • (203) 445-8262 • FAX (203) 452-9869  
24 hour service line 1-877-215-2980 • Pager number 1-800-208-4420



W.O. #

CUSTOMER NAME <u>Chalk Hill School</u>				HOURS <u>5:45</u>		DATE <u>Dec-19-12</u>	
ADDRESS				PRODUCT MFG. <u>Perkins</u>		GEN SET MODEL # <u>6000</u>	
CITY STATE ZIP				K.W. <u>100</u>		GEN SET SERIAL # <u>1103230235/11</u>	
O.K.	NEEDS ATTN.	Site Inspection	Annual P.M.	<input type="checkbox"/> Monthly <input type="checkbox"/> Semi <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual	ENGINE MODEL # <u>10BTA 3.9 501</u>		ENGINE SERIAL # <u>410632976</u>
<b>5.1 ENGINE LUBRICATING SYSTEM</b>							
		X	X	1. Check for leaks			
		X	X	2. Check engine oil level <u>Full</u> and P.S.I. <u>0</u>			
			X	3. Change lubricating oil filter			
			X	4. Change engine oil and take oil sample (CC2525)			
			X	5. Change hydraulic governor oil and check level			
<b>5.2 ENGINE COOLING SYSTEM</b>							
		X	X	1. Check for leaks			
		X	X	2. Check radiator air restriction			
		X	X	3. Check operation of coolant heater			
		X	X	4. Check all hoses and connections			
		X	X	5. Check coolant level <u>Full</u> and temperature <u>180</u>			
		X	X	6. Check belt condition and tension			
		X	X	7. Check antifreeze concentration <u>50/50</u> D.C.A. level <u>-85</u>			
			X	8. Change coolant filter			
		X	X	9. Check radiator cap and thermostat for operation			
			X	10. Coolant sample taken Yes <u>    </u> No <u>    </u>			
<b>5.3 ENGINE AIR INTAKE SYSTEM</b>							
		X	X	1. Check air cleaner element			
		X	X	2. Check all intake piping			
		X	X	3. Check, clean crankcase breather element			
<b>5.4 ENGINE FUEL SYSTEM</b>							
		X	X	1. Check day tank, fuel lines and connections for leaks			
			X	2. Change fuel filters			
		X	X	3. Check day tank fuel level <u>100%</u>			
		X	X	4. Check fuel transfer pump			
		X	X	5. Drain water separators if necessary			
		X	X	6. Check governor control linkage			
<b>5.5 ENGINE EXHAUST SYSTEM</b>							
		X	X	1. Check for leaks			
		X	X	2. Drain exhaust condensation drain trap (if equipped)			
<b>5.6 ENGINE ELECTRICAL SYSTEM</b>							
		X	X	1. Check battery electrolyte level and clean terminals <u>NO LEAKS NOV 2011</u>			
		X	X	2. Check battery charging system D.C. voltage <u>25.2 - 25.0 VDC</u>			
<b>5.7 MAIN GENERATOR</b>							
		X	X	1. A/C VOLTAGE <u>120V</u>			
		X	X	2. FREQUENCY <u>60.00 - 60.05</u>			
<b>5.8 CONTROLS AND SWITCH GEAR</b>							
		X	X	1. Check for operational instrumentation <u>OK</u>			
		X	X	2. Check Automatic Transfer Switch if possible			
		X	X	3. Check that all switches are back in <u>Automatic Mode</u>			
TECHNICIAN'S SIGNATURE <u>[Signature]</u>				SITE REPRESENTATIVE'S SIGNATURE <u>[Signature]</u>			

Rocky Hill, CT  
860-529-7474

Glen Burnie, MD  
410-590-8700

Newark, NJ  
973-491-0100

Bronx, NY  
718-892-2400

Bristol, PA  
215-785-6005

Harrisburg, PA  
717-564-1344



# GenTech Power Systems Inc.

Generator Set Sales and Service

CUSTOMER SERVICE REPORT NO. 05869

63 Indian Ledge Road  
Monroe, CT. 06468

Telephome: (203) 445-8262  
Fax: (203) 452-9869

Customer Name Town of Monroe  
Address Town Hall 7 Fan Hill Rd  
City Monroe  
State CT Zip 06468

Location of Equipment Chalk Hill School Job No. \_\_\_\_\_  
Job Name Town of Monroe DPW  
Person to See Chris Nowaczyk cell 203-650-7009 Phone \_\_\_\_\_  
Requested By and Date Chris Nowaczyk office 203-452-2864 Cust. PH # \_\_\_\_\_  
Contract Yes ☒ No ☐ Warranty \_\_\_\_\_

Equipment Cummins Rental Gen Set Model 6BTA5.9 S/N 40622976  
Engine Make Cummins Model 6BTA5.9 S/N 40622976  
Fuel Diesel Cool/Sys Rail Batt Volts 12 Hrs 3418  
Generator Make \_\_\_\_\_ Model \_\_\_\_\_ S/N \_\_\_\_\_  
Ind. ☐ Synch. ☒  
Volt. 120/208 PH 3 KW 100 Amps 347 HZ 60 HRS \_\_\_\_\_

	Location	Time	Reg	OT	HRS	Mileage
Depart	<u>shop</u>	<u>8:15</u>				
Arrived	<u>site</u>	<u>8:30</u>				
Depart	<u>site</u>	<u>9:30</u>				
Arrived	<u>shop</u>	<u>9:45</u>	<u>1.5</u>			
Totals			<u>1.5</u>			

Customer Complaint Need to check existing Generator for proper operation & test system.

Analysis I recommend not running the existing Generator & installing a rental portable Emergency Generator in its place.

Action Taken Arrive at site & inspect existing Emergency Generator. Note: Gen Set is 36 years old and rated at 75kw. Fuel supply is only 115 gallon indoor Tank. The Automatic Transfer switch is also 36 yrs old. Most parts are obsolete on both the Generator & ATS. This current Gen Set has numerous problems. After performing a complete assessment of the condition & reliability of the 36yr old equipment I recommend installing a Temporary

# of Service Personnel 1

## Billing Summary

a. Reg. Hrs 1.5 x Hrly Rate \$ 100.00 = \$ 150.00  
b. OT Hrs \_\_\_\_\_ x Hrly Rate \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
c. Mileage \_\_\_\_\_ x Mile Rate \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
d. PerDiem \_\_\_\_\_ x # Personnel \_\_\_\_\_ = \$ \_\_\_\_\_  
e. Extra Equip \_\_\_\_\_ = \$ \_\_\_\_\_  
f. Parts (see attached list) \_\_\_\_\_ = \$ \_\_\_\_\_  
Total Price (a-f) No Charge per Jeff = \$ 150.00

Unit Operational Yes ☐ No ☒  
(If no, explain) Bringing in rental Gen Set.

This is to certify that the services rendered as described herein were performed in a satisfactory manner and are acceptable to the undersigned.

Customer Signature

Date 12/17/12

Service Rep Signature Jeffrey J. Kelly

Application: Standby ☒ Prime Power \_\_\_\_\_ Peak Shaver \_\_\_\_\_ Cogeneration \_\_\_\_\_



**GenTech Power Systems Inc.**  
Generator Set Sales and Service

ATTACH TO FSR NO. 05869

63 Indian Ledge Road  
Monroe, CT. 06468

Telephone: (203) 445-8262  
Fax: (203) 452-9869

**ACTION TAKEN (CONTINUED) & PARTS LIST**

*Chalk Hill School*

ACTION TAKEN (Continued)	QTY	DESCRIPTION	P/N	U/P	EXT
<i>Trailer mounted diesel Generator in place of the stationary Generator. I will attempt to obtain a rental Generator from Cummins Engine co. free of charge. I placed a call to Cummins Eng. co. requesting they donate a 100kw rental Gen set with cables to be used in standby application for temporary use.</i>					

Customer Signature

*12/17/12*  
Date

*[Signature]*  
Service Rep Signature



# GenTech Power Systems Inc.

Generator Set Sales and Service

CUSTOMER SERVICE REPORT NO. 05870

63 Indian Ledge Road  
Monroe, CT. 06468

Telephone: (203) 445-8262  
Fax: (203) 452-9869

Customer Name Town of Monroe  
Address Town Hall 7 Fan Hill Rd  
City Monroe  
State CT Zip 06468

Location of Equipment Chalk Hill school Job No. \_\_\_\_\_  
Job Name Town of Monroe DPW  
Person to See Chris Nowacki Phone cell 203-650-7009  
Requested By and Date Chris Nowacki office 203-452-2814 Cust. PH # \_\_\_\_\_  
Contract Yes ☒ No \_\_\_\_\_ Warranty \_\_\_\_\_

Equipment Cummins Rental Gen Set Model 601A5.9G4 S/N 4622976  
Engine Make Cummins Model 601A5.9G4 S/N 4622976  
Fuel Diesel Cool/Sys Rad Batt Volts 12 Hrs 5418  
Generator Make \_\_\_\_\_ Model \_\_\_\_\_ S/N \_\_\_\_\_  
Ind. \_\_\_\_\_ Synch. ☒

Volt 208 PH 3 KW 100 Amps 347 HZ 60 HRS \_\_\_\_\_  
Customer Complaint Need to Test Generator for proper operation.

Analysis Temporary Rental Gen Set was connected to Bldg electrical system for use.

Action Taken After requesting Cummins Eng. Co. donate the use of a 100kw Generator it was approved including delivery & pickup. Arrive at site & meet to take delivery of Rental Generator from Tummo Transportation. Meet with Bob of Monroe Electric & discuss the disconnect of existing generator & the hook up of the Rental Gen Set. Work with Bob of Monroe Electric to disconnect existing 36yr old Gen Set.

Location	Time	HRS		Mileage
		Reg	OT	
Depart <u>shop</u>	<u>2:45</u>			
Arrived <u>site</u>	<u>3:00</u>	<u>2.75</u>		
Depart <u>site</u>	<u>8:00 PM</u>			
Arrived <u>shop</u>	<u>8:15</u>		<u>3.75</u>	
Totals		<u>2.75</u>	<u>3.75</u>	

# of Service Personnel 1

Billing Summary  
a. Reg. Hrs 2.75 x Hrly Rate \$ 100.00 = \$ 275.00  
b. OT Hrs 3.75 x Hrly Rate \$ 150.00 = \$ 562.50  
c. Mileage \_\_\_\_\_ x Mile Rate \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
d. PerDiem \_\_\_\_\_ x # Personnel \_\_\_\_\_ = \$ \_\_\_\_\_  
e. Extra Equip Rental Generator 100kw w/cables = \$ no charge  
f. Parts (see attached list) = \$ \_\_\_\_\_  
Total Price (a-f) No Charge = \$ 837.50  
Per JHP

Unit Operational Yes ☒ No \_\_\_\_\_  
(If no, explain)

This is to certify that the services rendered as described herein were performed in a satisfactory manner and are acceptable to the undersigned.

Customer Signature

Date 12/12/12

Service Rep Signature [Signature]

Application: Standby ☒ Prime Power \_\_\_\_\_ Peak Shaver \_\_\_\_\_ Cogeneration \_\_\_\_\_



**GenTech Power Systems Inc.**

Generator Set Sales and Service

63 Indian Ledge Road  
Monroe, CT. 06468

Telephone: (203) 445-8262

Fax: (203) 452-9869

ATTACH TO FSR NO. 05870**ACTION TAKEN (CONTINUED) & PARTS LIST***Chalk Hill School*

ACTION TAKEN (Continued)	QTY	DESCRIPTION	P/N	U/P	EXT
Run Temporary cabling for Generator load, Battry power DC 12V, Auto start wiring, Battry charger power AC, Block Heater power AC. I supplied all STO cord to make all control & AC power for charger heater.		<i>Note: Please see Letter to Cummins requesting Donated use of Rental Generator.</i>			
Run all new Load cables with all other cables through the inlet air louvers from existing Gen Set. Note: Had to install control relay to isolate DC Pos start signal on old Gen set vs DC neg or grounded signal on newer rental Generator.					
Note: Town of Monroe filled Rental Gen Set fuel Tank it was 1/4 full.					
Check phase rotation on normal power source at CCW.					
Will return on Tues 12/18 to perform on-line facility load Test for Fire Marshall to witness.					

Customer Signature

Date

Service Rep Signature



# GenTech Power Systems Inc.

Generator Set Sales and Service

CUSTOMER SERVICE REPORT NO. 05871

63 Indian Ledge Road  
Monroe, CT. 06468

Telephone: (203) 445-8262  
Fax: (203) 452-9869

Customer Name Town of Monroe  
Address Town Hall 7 Fan Hill Rd  
City Monroe  
State CT Zip 06468

Location of Equipment Chalk Hill School Job No. \_\_\_\_\_  
Job Name Town of Monroe DPW  
Person to See Chris Nowachy cell 203-650-7009 Phone \_\_\_\_\_  
Requested By and Date Chris Nowachy chn@e 203-452-2814 Cust. PH # \_\_\_\_\_  
Contract Yes ☒ No \_\_\_\_\_ Warranty \_\_\_\_\_

Equipment Cummins Rental Gen Set 400B30335/11 Model 6BT5.964 S/N 46622976  
Engine Make Cummins Model 6BT5.964 S/N 46622976  
Fuel Diesel Cool/Sys Radi Batt Volts 12 Hrs 5418  
Generator Make \_\_\_\_\_ Model \_\_\_\_\_ S/N \_\_\_\_\_  
Ind. \_\_\_\_\_ Synch. ☒

Volt. 120/208 PH 3 KW 100 Amps 347 HZ 60 HRS \_\_\_\_\_

Customer Complaint Need to make generator completely operational.

Analysis Temporary Rental Gen Set was sent & performs as required by the Fire Marshall.

Action Taken Arrive on site & Test phase rotation from Emergency Generator source. Same as Normal power C.C.W. Pre Test on-line facility local Test to ensure proper operation of complete Standby power system components. Note system test & performance worked correctly. Meet with Fire Marshall also Monroe Electric to perform acceptance Test on Emergency Generator system. Bob from Monroe electric attempted

Location	Time	Reg	HRS		Mileage
			OT		
Depart <u>shop</u>	<u>7:15</u>			<u>0.25</u>	
Arrived <u>site</u>	<u>7:30</u>				
Depart <u>site</u>	<u>12:00</u>				
Arrived <u>shop</u>	<u>12:15</u>	<u>4.75</u>			
Totals		<u>4.75</u>	<u>.25</u>		

# of Service Personnel 1

Billing Summary  
a. Reg. Hrs 4.75 x Hrly Rate \$ 100<sup>00</sup> = \$ 475<sup>00</sup>  
b. OT Hrs .25 x Hrly Rate \$ 150<sup>00</sup> = \$ 37<sup>50</sup>  
c. Mileage \_\_\_\_\_ x Mile Rate \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
d. PerDiem \_\_\_\_\_ x # Personnel \_\_\_\_\_ = \$ \_\_\_\_\_  
e. Extra Equip. \_\_\_\_\_ = \$ \_\_\_\_\_  
f. Parts (see attached list) \_\_\_\_\_ = \$ \_\_\_\_\_  
Total Price (a-f) No Charge per JSP = \$ 512<sup>50</sup>

Unit Operational Yes ☒ No \_\_\_\_\_  
(If no, explain) Rental Gen Set w full operation.

This is to certify that the services rendered as described herein were performed in a satisfactory manner and are acceptable to the undersigned.

Customer Signature \_\_\_\_\_

Date 12/18/12

Service Rep Signature [Signature]

Application: Standby ☒ Prime Power \_\_\_\_\_ Peak Shaver \_\_\_\_\_ Cogeneration \_\_\_\_\_



## Generator Set Sales and Service

ATTACH TO FSR NO. 05871

63 Indian Ledge Road  
Monroe, CT. 06468

Telephone: (203) 445-8262  
Fax: (203) 452-9869

### ACTION TAKEN (CONTINUED) & PARTS LIST

Chalk Hill School

ACTION TAKEN (Continued)	QTY	DESCRIPTION	P/N	U/P	EXT
to open or trip the normal source Main circuit breaker but the circuit breaker would not trip or open.					
This was required to put the school in the dark so the Fire Marshall could make a walk through & witness the recovered equipment working properly while on Emergency Generator Power.		Note: Cummins Power System arrived on site & performed complete PM work changing lube oil & all filters.			
Note: Perform Test via distribution circuit breakers vs normal source main circuit breaker. Open normal source circuit breaker feeding ATS & Gen set started & ATS transferred to Emergency. Bob from Monroe Electric opened all other dist. circuit breakers putting the school in the dark except for all Emergency circuits. Fire Marshall performed a complete walk through of facility to witness all items on generator power for proper operation. After walk through was completed we restored normal power to ATS & witness retransfer to normal power then gen set shut down. Note: Emergency Generator on-line facility load test worked correctly with Rental Gen Set.					

Customer Signature

Date \_\_\_\_\_

Service Rep Signature



**BUILDING DEPARTMENT****Town of Monroe**

www.MONROECT.ORG

Tel. 203-452-2805

7 Fan Hill Rd., Monroe CT 06468

**Contact Record**

12/19/12

Record Updated

**0000****PERMIT**

12/19/2012

**DATE ISSUED**FULL  
PERMIT

Assessor ID Number

**LOCATION**FULL  
C/O**OWNER**

LOT NO

**375****Fan Hill Road****No.****Street****Town Of Monroe**

NAME (Last, First)

HOME TEL.#

WORK TEL.#

FAX TEL.#

Chalk Hill Middle School

ADDRESS

**Monroe**

TOWN

**CT**

STATE

**06468**

ZIP CODE

owner Email

PAGER TEL.#

MOBIL TEL.#

**APPLICANT if other than OWNER**

app Email

App.work #

860 889-0823

fax number

**Prime Electric Llc****Frank Blanchard**

NAME (Last, First)

E1- 123648

**Lic No**

HOME TEL.#

pager number

**33****Wisconsin Ave**

ADDRESS

**Norwich**

TOWN

**CT**

STATE

**06360**

ZIP CODE

mobile number

App. est. cost

**Permit Reason**

Electric Permit # 63926

100 Amp Service

**COST**

\$1,200

**FEE**

\$0.60

**P Z no****Price file no Copy****Sq.Ft**

Check Received

12/19/2012

C/O TYPED DATE

CC or C/O.Issued:

0000

PERMIT	NEEDED Y . N	Recpt no	RELATED PERMITS Contractor Name1st	PHONE #	Extra info Y . N	Permit Issued Date
ELECTRIC		63926				
ALARM NE						
E LOW VOLT						
E SEPTIC PMP						
PLUMBING						
GAS PIPE NP						
HEATING						
AIR COND						
SEPTC						
SPRINKLER						
COOK HOOD						



OIL TANK									
WELL									
WELL PUMP									
FIREPLACE									
WOOD STOVE									
ELEVATOR									
DRIVEWAY									
SIGN									
PROPANE TANK									

## RELATED RECORDS AND CERTIFICATES

0000

Extra info	NEEDED Y . N		COMMENTS	DATE
PLOT PLAN	<input type="checkbox"/>	<input type="checkbox"/>		
WATER TEST	<input type="checkbox"/>	<input type="checkbox"/>		
WELL COMP REPRT	<input type="checkbox"/>	<input type="checkbox"/>		
WELL PUMP REPRT	<input type="checkbox"/>	<input type="checkbox"/>		
GAS TEST LETTER	<input type="checkbox"/>	<input type="checkbox"/>		
HEAT LOSS	<input type="checkbox"/>	<input type="checkbox"/>		
HEAT GAIN	<input type="checkbox"/>	<input type="checkbox"/>		
SEPTIC ASBUILT	<input type="checkbox"/>	<input type="checkbox"/>		
SPECIAL INSP	<input type="checkbox"/>	<input type="checkbox"/>		
SPECIAL INSP APP	<input type="checkbox"/>	<input type="checkbox"/>		
SPECIAL INSP CERT	<input type="checkbox"/>	<input type="checkbox"/>		
SPRINKLER B/G CRT	<input type="checkbox"/>	<input type="checkbox"/>		
SPRINKLER A/G CRT	<input type="checkbox"/>	<input type="checkbox"/>		
GEOTECHNICAL RT	<input type="checkbox"/>	<input type="checkbox"/>		
SOIL BORINGS	<input type="checkbox"/>	<input type="checkbox"/>		
FILL PROCTOR / SIEVE	<input type="checkbox"/>	<input type="checkbox"/>		
SOIL BASE&LIFT	<input type="checkbox"/>	<input type="checkbox"/>	COMPACTION TESTS	
STEEL PLACEMENT	<input type="checkbox"/>	<input type="checkbox"/>	IN CONCRETE REPORTS	
CONCRETE TESTS	<input type="checkbox"/>	<input type="checkbox"/>		
STEEL CONNECTION	<input type="checkbox"/>	<input type="checkbox"/>		
WELDING	<input type="checkbox"/>	<input type="checkbox"/>		
GROUTING	<input type="checkbox"/>	<input type="checkbox"/>		
ELEVATOR STATE	<input type="checkbox"/>	<input type="checkbox"/>	APPROVED PLANS	
ELEVATOR STATE	<input type="checkbox"/>	<input type="checkbox"/>	FINAL APPROVAL	
STATE BOILER CERT	<input type="checkbox"/>	<input type="checkbox"/>		
CONCRETE CERTIFICATES	<input type="checkbox"/>	<input type="checkbox"/>		

## INSPECTION RECORD

0000



[illegible]

**AGREEMENT FOR THE USE AND OCCUPANCY  
OF CHALK HILL MIDDLE SCHOOL BY THE  
TOWN OF NEWTOWN AND THE NEWTOWN  
BOARD OF EDUCATION**

**THIS AGREEMENT** made this 17<sup>th</sup> day of December, 2012, by and among the Town of Newtown, Connecticut, a municipal corporation with its office at 3 Primrose Street, Newtown, Connecticut ("Newtown"), the Newtown Board of Education, with an office at 3 Primrose Street, Newtown, Connecticut ("Newtown Board of Education"), and the Town of Monroe, Connecticut, a municipal corporation with its office at 7 Fan Hill Road, Monroe, Connecticut ("Monroe").

**WHEREAS**, as a consequence of the tragic events occurring at the Sandy Hook elementary school on Friday, December 14, 2012, it has become necessary for the Newtown Board of Education to vacate the school immediately;

**WHEREAS**, Monroe has offered Newtown and the Newtown Board of Education the use and occupancy of the Chalk Hill Middle School, located at 375 Fan Hill Road, Monroe, Connecticut;

**WHEREAS**, Newtown and the Newtown Board of Education are willing to accept said offer in accordance with the terms and conditions more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual premises hereinafter contained, the parties hereto agree as follows:

---

**ARTICLE I**  
**Premises**

**1.1** Monroe, in consideration of the Use and Occupancy payments hereinafter reserved, and of the agreements and covenants herein contained on the part of Newtown and



Newtown Board of Education to be kept, performed and fulfilled, by these presents does hereby grant to Newtown and Newtown Board of Education the right to use and occupy those portions of the premises located in the Chalk Hill Middle School, at 375 Fan Hill Road, Monroe, Connecticut, more particularly shown on Exhibits A and A-1 attached hereto and made a part hereof (the "Premises"), together with the fields, playgrounds, driveways and parking lots associated with said school, on the terms and subject to the limitations and conditions herein expressed. (Rooms 107, 108, 109, 110 and 111 are reserved for Monroe.)

## **ARTICLE II**

### **Term and Option to Extend**

**2.1** The term of this Agreement shall commence on December 17, 2012, and shall terminate on June 30, 2013, unless such initial term is extended pursuant to the provisions of Section 2.2 below.

**2.2** In the event that Newtown and Newtown Board of Education determine that the Sandy Hook Elementary School is not suitable for occupancy and that reasonably satisfactory substitute facilities are unavailable, the parties shall mutually agree upon an extension of this Agreement.

## **ARTICLE III**

### **Use and Occupancy Payments**

**3.1** Use and Occupancy Payments. In consideration of the granting of use and occupancy of the Premises as aforesaid, Newtown and Newtown Board of Education shall pay all of the costs associated with their use and occupancy as more particularly set forth in Exhibit B attached hereto and made a part hereof (the "Use and Occupancy Payments").

**ARTICLE IV**  
**Repairs and Maintenance, Etc.**

**4.1     Repairs and Maintenance.** Newtown Board of Education covenants, throughout the term of this Agreement, at Newtown Board of Education's sole cost and expense, to take good care of the Premises and all improvements now or at any time erected on thereon, the sewage disposal, heating, plumbing and electrical systems serving same, if any. Newtown Board of Education, at its sole cost and expense, shall keep and maintain all portions of the sidewalks, ramps and steps adjoining same, in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice, provided, however, Monroe shall plow the parking lot and maintain the lawns and shall be reimbursed for the cost thereof by Newtown Board of Education. Monroe shall be responsible for structural repairs and replacements (roof, boiler, heating systems, electrical systems, and the structural shell of said Premises).

**4.2     Changes or Alterations.** Newtown Board of Education, at its sole cost and expense, shall have the right, at any time and from time to time during the term of this Agreement, to make changes, alterations and improvements to the Premises, or any portion thereof. Newtown Board of Education shall obtain any and all governmental (including, without limitation, land use) approvals and/or permits relative to any commencement of any work, shall conform all such work to the requirements of the State of Connecticut Building Code, and shall obtain a certificate of occupancy for any such work upon its completion, if required by law, all at its sole cost and expense. Notwithstanding the foregoing, no external work shall be performed on or to the Premises without the prior approval of Monroe, which approval shall not be unreasonably withheld. Newtown Board of Education shall be permitted to place directional signs at its cost and expense on and about the Premises.



4.3 Payment for Services. Newtown Board of Education shall pay or cause to be paid all charges for gas, fuel, oil, water, sewer, electricity, light, heat, power, telephone or other communication service or other utility or service used, rendered or supplied to, upon or in connection with the building on the Premises (except for the portions of the building retained by Monroe as set forth above) throughout the term of this Agreement, and shall, and hereby does, indemnify Monroe and save it harmless against any liability or damages on such account. The schedule for payment of said expenses shall be mutually agreed upon by the parties.

4.4 Newtown and Newtown Board of Education, at their sole expense, shall maintain liability insurance coverage on the Premises with monetary limits acceptable to Monroe, and Newtown and Newtown Board of Education shall indemnify Monroe and save Monroe harmless from and on account of all claims made by any person (including, without limitation, Monroe) and/or other entity resulting from personal injury, death and/or property damage arising during the period of use and occupancy of the Premises by Newtown and Newtown Board of Education.

Newtown and Newtown Board of Education, at their expense, shall also maintain hazard insurance coverage on the Premises with a monetary amount of at least the replacement value of the building and other improvements located on the Premises during the period of use and occupancy of the Premises by Newtown and Newtown Board of Education.

This right of indemnification shall include Newtown and Newtown Board of Education being totally responsible for all court costs and fees, including reasonable attorney's fees incurred by Monroe in enforcing its rights under this Agreement. This right of reimbursement shall also apply to any appellate actions taken by Monroe in this matter.

## **ARTICLE V**

### **Use**

5.1 Newtown and Newtown Board of Education shall use the Premises for a Kindergarten-through-Fourth-Grade elementary school.

## **ARTICLE VI**

### **Covenant Against Waste**

6.1 Covenant Against Waste. Newtown and Newtown Board of Education covenant not to do or suffer any waste or damage, disfigurement or injury to the Premises. Nothing in this Article shall be construed to prevent Newtown and Newtown from making changes and alterations permitted under this Agreement.

## **ARTICLE VII**

### **Surrender of Premises**

7.1 Surrender. Upon the expiration of the term of this Agreement by lapse of time or upon the earlier termination of this Agreement for any reason whatsoever (except as a consequence of default hereunder by Monroe), Newtown and Newtown Board of Education shall and will surrender and deliver up the Premises into the possession and use of Monroe immediately.

## **ARTICLE VIII**

### **Default**

8.1 Default. If Newtown and Newtown Board of Education shall: (a) default in the payment of use and occupancy payments reserved herein or any additional payments herein mentioned, or any part of either, or in making any other payment herein provided, for a period of



30 days or more from the date payment is due; or (b) default in the observance of any of the other material terms, covenants and conditions of this Agreement and such default shall continue for more than 30 days after written notice of such default; or (c) upon the happening of any one or more of the defaults or events above mentioned in this Article 8.1, this Agreement and the term hereof shall, at Monroe's option, upon the date specified in a notice, which date shall not be less than 30 days after the date of receipt of such notice by Newtown and Newtown Board of Education, wholly cease and expire, with the same force and effect as though the date so specified were the date hereinabove first set forth as the date of the expiration of the term of this Agreement (but Newtown and Newtown Board of Education shall remain liable to Monroe as hereinafter provided); and thereupon, or at any time thereafter, Monroe may re-enter the Premises, either by force or otherwise, and have the possession thereof in the manner prescribed by the statute relating to summary proceedings, or similar statutes.

#### **ARTICLE IX** **Damage or Destruction**

9.1 Damage. In the event that the Premises are damaged to the extent that the Premises can no longer be used as a school, the parties reserve the right to terminate this Agreement. In the event of termination hereunder, Newtown and Newtown Board of Education shall be responsible to pay all expenses or reimbursements up to the date of loss.

#### **ARTICLE X** **Technology**

10.1 Technology, including, but not limited to, wiring, telephones and computers, shall be the responsibility of Newtown and Newtown Board of Education (with such assistance by the

State of Connecticut as may from time to time be available). Monroe shall have no responsibility for equipment or costs for any technology item set forth above. Upon termination hereof, Newtown and Newtown Board of Education shall remove all technology items and return the Premises to its prior condition, unless otherwise agreed among the parties hereto.

## **ARTICLE XI** **Security**

**11.1** Newtown and Monroe shall mutually agree upon external security of the school, provided that Newtown and Monroe agree to cooperate relative to the internal security as to the portions of the building to be used by Monroe or its lessees.

## **ARTICLE XII** **Notices**

**12.1** Notices. All notices, demands and requests which may or are required to be given by either party shall be in writing. All notices, demand and requests by Monroe to Newtown and Newtown Board of Education shall be sent by Federal Express or similar overnight courier or United States mail, postage prepaid, or hand-delivered, addressed to the parties as follows:

**Town of Monroe**  
First Selectman's Office  
7 Fan Hill Road  
Monroe, CT 06468

**Town of Newtown**  
First Selectman's Office  
3 Primrose Street  
Newtown, CT 06470

**Newtown Board of Education**  
Office of the Superintendent  
3 Primrose Street  
Newtown, CT 06470

or at such other place as the parties may from time to time designate in a written notice to the other party.



**ARTICLE XIII**  
**Covenants to Bind and Benefit Respective Parties**

**13.1** Binding Effect. The covenants and agreements herein contained shall bind and inure to the benefit of Monroe and Newtown and Newtown Board of Education, and their respective successors and assigns, except as otherwise provided herein.

**ARTICLE XIV**  
**Disputes of Agreement**

**14.1** Disputes arising from the operations or interpretation of this Agreement that cannot be resolved by Newtown and Newtown Board of Education and Monroe shall be submitted first to non-binding mediation and then to litigation in the Connecticut courts.

**ARTICLE XV**  
**Governance**

**15.1** This Agreement shall be governed by the laws of the State of Connecticut. Any changes to the Agreement shall be in writing in a document duly executed by Newtown, Newtown Board of Education, and Monroe. The parties may separately execute counterpart originals of this Agreement (and any amendments thereto), which together shall be deemed to constitute one and the same agreement.

**ARTICLE XVI**  
**Acknowledgements**

**16.1** The parties further hereby acknowledge that **(a)** they have fully reviewed this contract; **(b)** they have had the opportunity to consult with legal counsel of their choice; and **(c)** this contract shall not be construed against any party as if it were the drafter of the contract.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in duplicate, as of the day and year first above written.

**TOWN OF MONROE**

By:   
Stephen J. Vavrek, First Selectman

**TOWN OF NEWTOWN**

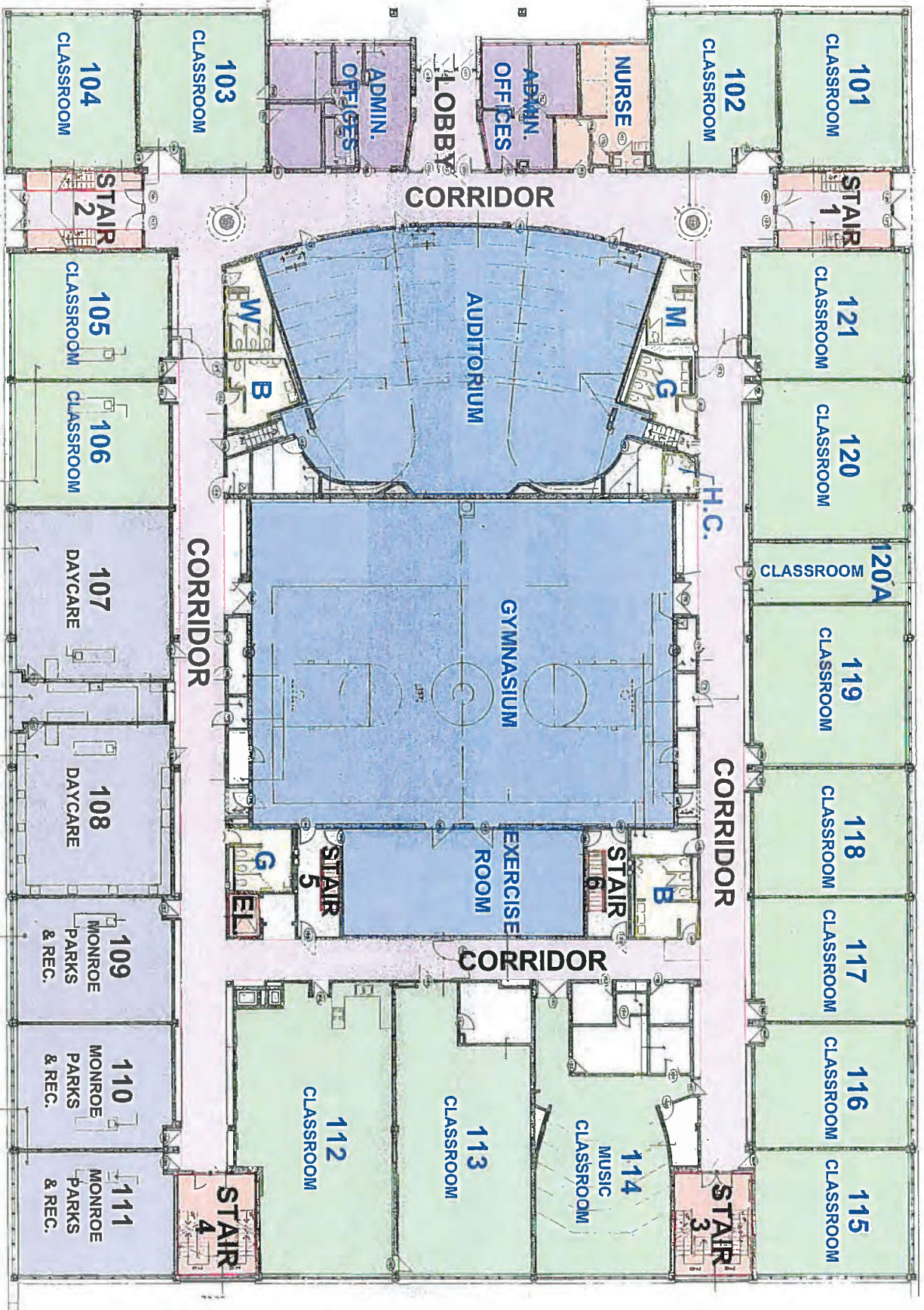
By:   
E. Patricia Llodra, First Selectman

**NEWTOWN BOARD OF EDUCATION**

By:   
Debbie Leidlein, Chairman



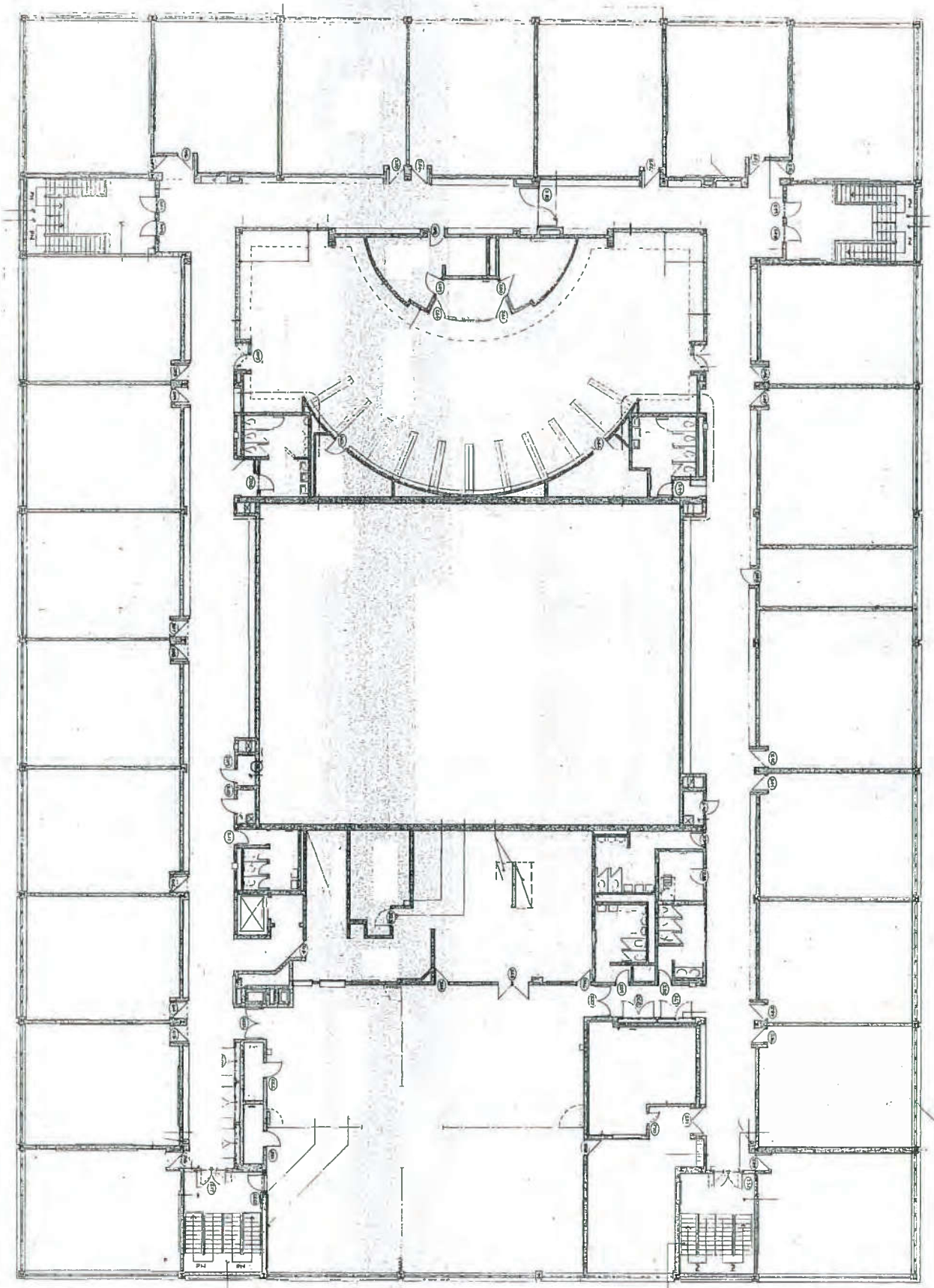
FRONT OF SCHOOL



CHALK HILL ELEMENTARY SCHOOL - FIRST FLOOR PLAN



**CHALK HILL ELEMENTARY SCHOOL - SECOND FLOOR PLAN**



**EXHIBIT A-1**



**Expenses**

Category	Responsibility for Payment
Electricity	Newtown Board of Education
Oil	Newtown Board of Education
Insurance	Newtown Board of Education
Maintenance	Newtown Board of Education
Custodial	Newtown Board of Education
Snow removal	Monroe*
Town maintenance	Monroe*
Structural repairs (roof, boiler, building shell)	Monroe

- \* Monroe to perform the work and then provide Newtown and Newtown Board of Education costs and/or expenses for said work which shall then be reimbursed by Newtown Board of Education.

**FIRST AMENDMENT TO AGREEMENT  
DATED DECEMBER 17, 2012**

**THIS AMENDED AGREEMENT** made this 12th day of June 2013, by and among the Town of Newtown, Connecticut, a municipal corporation with its office at 3 Primrose Street, Newtown, Connecticut ("Newtown"), the Newtown Board of Education, with an office at 3 Primrose Street, Newtown, Connecticut ("Newtown Board of Education"), and the Town of Monroe, Connecticut, a municipal corporation with its office at 7 Fan Hill Road, Monroe, Connecticut ("Monroe").

**WHEREAS**, the parties hereto entered into an Agreement on or about December 17, 2012, for the use by Newtown and the Newtown Board of Education of the Chalk Hill Middle School in Monroe; and

**WHEREAS**, the parties desire to amend the Agreement to provide for an extension thereof for an additional three (3) years, and to more specifically define the obligation for the expenses relative to the occupancy of the Chalk Hill Middle School by Newtown and/or the Newtown Board of Education.

**NOW, THEREFORE**, in consideration of the mutual premises hereinafter contained, the parties hereto agree as follows:

1. Article 2.1 of the Agreement is amended to extend the termination date to June 30, 2016. Newtown and the Newtown Board of Education shall have the option, provided they have fully and faithfully performed all of their obligations hereunder to terminate this Agreement prior to the June 30, 2016 date. Newtown and the Newtown Board of Education



must notify the Town of Monroe of its intention to exercise this option in writing at least six (6) months prior to the termination date of June 30, 2016 as set forth in this Amendment.

2. Article 3.1 of the Agreement is amended by the addition of the following sentence: "The obligation of Newtown and the Newtown Board of Education to pay all the costs associated with their use and occupancy of the premises shall include the payment for reasonable collateral expenses incurred by the Town of Monroe due to its inability to use the subject premises during its use and occupancy by Newtown and the Newtown Board of Education.

3.2. "The specification of what is described and determined to be reasonable collateral expenses will be agreed to by the parties to the Agreement on or before October 1, 2013 and shall be based on information supplied both by Newtown and the Newtown Board of Education and Monroe. The parties agree that they shall cooperate in exchanging information in regards to the method and/or time of payments.

3.3. The parties to the Agreement shall set up a status report system on the following terms and conditions:

a. The purpose of the status reports is to provide information between the parties to this Agreement as to the use and occupancy of the premises by Newtown and the Newtown Board of Education as an elementary school.

This status report will also provide information to allow for the expanded and future use of those areas not dedicated as a school for use by Newtown and the Newtown Board of Education by Monroe.

b. The status reports will be provided on a quarterly basis with the first report being due on October 1, 2013 continuing on said quarterly basis as long as Newtown and the Newtown Board of Education continue to use and occupy the premises as a school.

c. Both parties agree to provide information and to cooperate in doing so in the following areas:

1. Finance.

The parties shall provide each other with a list of items which have been submitted to the Town of Newtown's insurance company or to the State or Federal governments for reimbursement by grants, and the status of the same.

The parties shall provide information as to the costs and/or expenses incurred due to such use and occupancy and paid directly by the Town of Newtown.

These costs shall include the costs set forth in the Agreement as well as the first amendment to said Agreement.

The expenses to be covered in this area shall also include those reasonable collateral expenses that are due to the fact that the Town of Monroe and its various departments cannot at this time use the facilities or the grounds of the Sandy Hook Elementary School. The parties shall define what constitutes "collateral expenses" and shall provide a list of those expenses as they now exist by October 1, 2013 and every quarterly status report period thereafter.



2. Use.

A report on the use of the building by Newtown and the Newtown Board of Education, the setting up of communication between the parties to allow for the expanded use of those portions of the building not being used by Newtown and the Newtown Board of Education for educational purposes to be used in the future by Monroe.

3. Security.

The parties agree that they shall keep an ongoing exchange of information as to the degree and/or level of security to be provided to the staff, students and their families and the personnel at Sandy Hook Elementary School. This information and this principle shall govern the extended and/or possible future use of the premises and their grounds by Monroe.

4. Article 11.1 of the Agreement is amended by the addition of the following sentence: "All costs for security at the Chalk Hill Middle School (inside the school and the grounds around it) including, but not limited to, salaries and overtime incurred by the Monroe Police Department, shall be the responsibility of Newtown and the Newtown Board of Education."

5. Article 4.1 of the Agreement is amended by the addition of the following language: "Monroe shall be responsible for structural repairs and replacements (roof, boiler, heating systems, electrical systems, and the structural shell of said premises unless said repairs and replacements have been caused by the negligence or the willful acts of Newtown and the Newtown Board of Education its agents, concessionaires, officers, employees, licensees, invitees, or contractors. If this is the case Monroe shall give notice to Newtown and the

Newtown Board of Education of such damage and necessary repairs and Newtown and the Newtown Board of Education shall cause such repairs to be made at their sole expense.

6. The following new paragraph entitled "Article XVII" shall be added to the Agreement:

**"ARTICLE XVII  
Land Use Requirements**

17.1 Land Use Requirements: Newtown and the Newtown Board of Education shall make applications, if necessary or in conjunction with the Town of Monroe, to the applicable land use (regulatory) Commissions of the Town of Monroe for approval of the Chalk Hill Middle School as an elementary school, and for the construction of a new playground on the Chalk Hill Middle School premises. Newtown and the Newtown Board of Education shall be responsible for the legal notice expenses associated with pursuing the aforesaid applications and all other application fees and costs shall be waived by Monroe in association with said applications."

7. The following new paragraph entitled "Article XVIII" shall be added to the Agreement:

**Article XVIII**

**Fixtures/Schedule of Improvements and/or Additions.**

18.1. The parties to this Agreement acknowledge that fixtures, improvements and additions have been made to the Sandy Hook Elementary School building since its use and occupancy by Newtown and the Newtown Board of Education.



The parties agree to prepare a List of those fixtures, improvements and/or additions made to the building and the ownership of those items in each category by October 1, 2013 or sooner. Said Schedule shall be reviewed, modified and/or changed on a quarterly basis beginning on October 1, 2013 for the balance of the term of this Agreement.

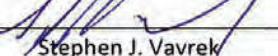
18.2. All fixtures and apparatus that have been installed in the premises deemed to be owned by Newtown and the Newtown Board of Education shall remain the property of Newtown and the Newtown Board of Education and shall be removable at any time, including upon the expiration of the term of the Use and Occupancy Agreement provided Newtown and the Newtown Board of Education shall not, at any time, be in default of any term, terms or covenants of this Agreement. Further Newtown and the Newtown Board of Education shall repair any damage to the premises caused by the removal of trade fixtures and apparatus and shall restore the premises to substantially the same conditions as existed prior to the installation of said fixtures and apparatus, reasonable wear and tear excepted.

18.3. Those fixtures and/or apparatus deemed to be owned by Monroe shall remain the property of Monroe and shall not be removed under any circumstances by Newtown and/or the Newtown Board of Education.

18.4. At the time of the removal of those fixtures and/or apparatus owned by Newtown and the Newtown Board of Education there shall be a final agreement in writing as to the fixtures and/or apparatus to be removed and this agreement shall be finalized and signed off by the parties seven (7) days prior to removal of any fixtures and/or apparatus owned by Newtown and the Newtown Board of Education.

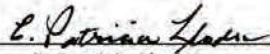
8. In all other respects, except as modified herein, the Agreement shall remain in full force and effect.

TOWN OF MONROE

By:   
Stephen J. Vavrek  
First Selectman

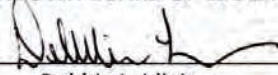
Date: June 12, 2013

TOWN OF NEWTOWN

By:   
E. Patricia Llodra  
First Selectman

Date: June 12, 2013

NEWTOWN BOARD OF EDUCATION

By:   
Debbie Leidlein  
Chairman

Date: June 12, 2013