

# Town of Trumbull

CONNECTICUT  
www.trumbull-ct.gov

TOWN HALL  
Trumbull

TELEPHONE  
(203) 452-5005



## AGENDA No. 695

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

DATE: July 2, 2012  
TIME: 8:00 p.m.  
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a regular meeting on Monday, July 2, 2012 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

- 
1. Resolution TC24-48: To consider and act upon a resolution which would establish a False Alarm Abatement Ordinance. (L&A) (*Public Hearing*)
  2. RESOLUTION TC24-49: To consider and act upon a resolution which would approve the reappointment by the First Selectman of Richard Girouard of 18 Firehouse Road, as a member of the Inland Wetlands and Watercourses Commission, for a term extending to December 1, 2014. (L&A)
  3. RESOLUTION TC24-50: To consider and act upon a resolution entitled "RESOLUTION APPROPRIATING \$3,430,000 FOR THE TRUMBULL BOARD OF EDUCATION CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$3,430,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE". (Finance)
  4. RESOLUTION TC24-51: To consider and act upon a resolution entitled "RESOLUTION APPROPRIATING \$1,629,480 FOR THE TRUMBULL CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$1,629,480 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE". (Finance)

5. RESOLUTION TC24-52: To consider and act upon a resolution in which the Town Council hereby approves a request for sale of delinquent tax and sewer use liens to a third party in accordance with the provisions of Sections 12-195h and 7-258 of the Connecticut General Statutes and the conditions as stated in the Request for Proposals entitled, Purchase of Town of Trumbull Delinquent Municipal Tax and Sewer Use Liens RFP #5926;

BE IT FURTHER RESOLVED, That the First Selectman in consultation with the Town Attorney, Finance Director, and the Tax Collector shall review the proposals and award the bid in accordance with the conditions as stated in RFP #5926. (L&A)

## VII ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO

Carl A. Massaro, Jr., Town Council Chairman

## RESOLUTIONS

1. RESOLUTION TC24-48: BE IT RESOLVED AND ORDAINED, That a False Alarm Abatement Ordinance is hereby established;

WHEREAS, excessive false alarms throughout the Town create an unnecessary burden on the law enforcement resources of the Trumbull Police Department; and

WHEREAS, the Town proposes to reduce false alarms through the enactment of reasonable standards to ensure alarm users are held responsible for the use of their alarm systems;

NOW THEREFORE BE IT RESOLVED AND ORDAINED , That Chapter 14 Offenses and Miscellaneous Provisions, of the Trumbull Municipal Code is hereby amended to include Section 14-12 an ordinance establishing an abatement of false burglar alarms in the Town of Trumbull.

2. RESOLUTION TC24-49: BE IT RESOLVED, That the reappointment by the First Selectman of Richard Girouard of 18 Firehouse Road, as a member of the Inland Wetlands and Watercourses Commission, be and the same is hereby approved for a term extending to December 1, 2014.
3. RESOLUTION TC24-50: RESOLUTION APPROPRIATING \$3,430,000 FOR THE TRUMBULL BOARD OF EDUCATION CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$3,430,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE. *(Full Resolution Attached)*
4. RESOLUTION TC24-51: RESOLUTION APPROPRIATING \$1,629,480 FOR THE TRUMBULL CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$1,629,480 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE. *(Full Resolution Attached)*
5. RESOLUTION TC24-52: BE IT RESOLVED, That the Town Council hereby authorizes the assignment of delinquent tax and sewer use liens to a third party for consideration, in accordance with the provisions of Sections 12-195h and 7-258 of the Connecticut General Statutes pursuant to the conditions stated in the Request for Proposals entitled, Purchase of Town of Trumbull Delinquent Municipal Tax and Sewer Use Liens RFP #5926;

BE IT FURTHER RESOLVED, That the First Selectman in consultation with the Town Attorney, Finance Director, and the Tax Collector shall review the proposals and award the bid in accordance with the conditions as stated in RFP #5926 and are authorized to execute documents to compete the assignment of said liens.

RESOLUTION APPROPRIATING \$3,430,000 FOR THE TRUMBULL BOARD OF EDUCATION CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$3,430,000 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 \$3,430,000 is appropriated for the planning, acquisition and construction of the Town of Trumbull Board of Education Capital Improvement Plan 2012-2013, as adopted and amended by the Town Council from time to time, and consisting of: (i) Life Safety; (ii) Energy efficiency (iii) miscellaneous other school system wide improvements; and for appurtenances, equipment and services related thereto, or so much thereof as may be accomplished within such appropriation, including 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 2012-2013 CIP.

Section 2. To meet said appropriation \$3,430,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. Said bonds may be issued in one or more series as determined by the First Selectman and the and the Town Treasurer (hereafter the Town Officials), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. Capital project revenues, including bid premiums and investment income derived from investment of bond proceeds (and net investment income derived from note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The remaining appropriation and bond authorization shall be reduced by the amount of capital project revenues so credited. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Joseph Fasi LLC, of Hartford. They shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The aggregate principal amount of the bonds to be issued, the annual

installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds, shall be determined by the Town Officials, in accordance with the General Statutes of the State of Connecticut, as amended.

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

Section 4. The Town Officials, are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Joseph Fasi LLC, of Hartford, and be certified by a bank or trust company designated by the Town Officials, pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

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

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

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

RESOLUTION APPROPRIATING \$1,629,480 FOR THE TRUMBULL CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$1,629,480 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 \$1,629,480 is appropriated for the planning, acquisition and construction of the Town of Trumbull Capital Improvement Plan 2012-2013, as adopted and amended by the Town Council from time to time, and consisting of: (i) Public Facilities; (ii) other projects; (iii) enterprise, and for appurtenances, equipment and services related thereto, or so much thereof as may be accomplished within such appropriation, including 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 2012-2013 CIP.

Section 2. To meet said appropriation \$1,629,480 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. Said bonds may be issued in one or more series as determined by the First Selectman and the Town Treasurer (hereafter the Town Officials), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. Capital project revenues, including bid premiums and investment income derived from investment of bond proceeds (and net investment income derived from note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The remaining appropriation and bond authorization shall be reduced by the amount of capital project revenues so credited. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Joseph Fasi LLC, of Hartford. They shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The aggregate principal amount of the bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other

terms, details and particulars of such bonds, shall be determined by the Town Officials, in accordance with the General Statutes of the State of Connecticut, as amended.

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

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

# TOWN OF MONROE, CONNECTICUT MONROE FALSE ALARM ORDINANCE

## PURPOSE:

The purpose of this Ordinance is to reduce excessive false alarms, which burden the Monroe Police Department's limited law enforcement resources by emphasizing to both alarm users and alarm companies the need to properly use and maintain the operational effectiveness of alarm systems. The ordinance establishes reasonable expectations of alarm users to ensure responsibility for the use of their alarm systems.

## SECTION 1: DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

***Alarm Administrator*** means the Chief of Police or his designee, who shall administer, control and review false alarm reduction efforts and administer the provisions of this ordinance.

***Alarm company*** means a person or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems.

***Alarm permit*** means a permit issued by the Chief of Police allowing the operation of an alarm system within the Town of Monroe.

***Alarm signal*** means a detectable signal, audible or visual, generated by an alarm system, to which the Monroe Police Department is requested to respond.

***Alarm system*** means any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention, and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, fire alarms, domestic violence alarms or alarms designed to elicit a medical response.

***Alarm user*** means any person, corporation, partnership, proprietorship, governmental or education entity or any other entity owning, leasing or operating an alarm system or on whose premises an alarm system is maintained for the protection of such premises.

***Alarm User Awareness Class*** means a class conducted for the purpose of educating alarm users about the responsible use, operation and maintenance of alarm systems and the problems created by false alarms.

**Cancellation** means the process where response is terminated when the alarm company (designated by the alarm user) notifies the Monroe Police Department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

**False alarm** means the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation or the negligence of the alarm user, his/her employees or agents, and signals activated to summon law enforcement personnel, unless law enforcement response was cancelled by the alarm user or his/her agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meanings of this article when, upon inspection by the Monroe Police Department, evidence indicates that no unauthorized entry, robbery or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

**Local alarm** means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

**Permit year** means a 12-month period beginning on the day and month on which an alarm permit is issued.

**Runaway alarm** means an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Monroe Police Department may, in its discretion, discontinue police responses to alarm signals from what appears to be a runaway alarm.

**SIA Control Panel Standard CP-01** means the American National Standard Institute (ANSI) approved Security Industry Association (SIA) CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce false alarms. Control panels built and tested to this standard by a nationally recognized testing organization will be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction."

**Town** means the Town of Monroe or its agent.

**Verify** means an attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request. For the purpose of this ordinance, telephone verification shall require, as a minimum that a second call

be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch.

## SECTION 2: ALARM PERMIT

(a) **Permit required.** No person shall use an alarm system without first obtaining a permit for such alarm system from the Town of Monroe. This applies to new alarm systems as well as existing alarm systems. There will be no fee required for the initial registration, and the alarm owner shall renew all information annually with the Monroe Police Department with no fee charged to the alarm owner. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.

(b) **Application.** The permit shall be requested on an application form provided by the Town of Monroe. An alarm user has the duty to obtain an application from the Town.

(c) **Transfer of possession.** When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within 30 days of obtaining possession of the property. Alarm permits are not transferable.

(d) **Reporting updated information.** Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the Town of Monroe within 30 days of the change. In addition, each year after the issuance of the permit, permit holders will receive from the Town a form requesting updated information. The permit holder shall complete and return this form to the Town when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.

(e) **Multiple alarm systems.** If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

## SECTION 3: DUTIES OF THE ALARM USER

The alarm user must:

(a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms.

(b) Provide the alarm company the permit number. (The number must be provided to the Police Department communications center by the alarm company to ensure dispatch.)

(c) Respond or cause a representative to respond to the alarm system's location within thirty (30) minutes when notified by the Monroe Police Department to deactivate a malfunctioning alarm system.

(d) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by alarm system provider.

(e) Obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.

#### **SECTION 4: DUTIES OF THE ALARM COMPANY**

(a) Any person engaged in the alarm business in the Town of Monroe shall comply with the following:

- (1) Obtain and maintain the required State of Connecticut license(s);
- (2) Be able to provide name, address and telephone number of the license holder or a designee who can be called in an emergency, 24 hours a day, and be able to respond to an alarm call, when notified, within two (2) hours; and
- (3) Be able to provide the most current contact information for the alarm user.

(b) The alarm company shall provide written and oral instructions to each of its alarm users in the proper operation of their alarm system, including the proper method of turning the system on and off and how to avoid false alarms.

(c) Ninety (90) days after the enactment of this ordinance, the alarm installation companies shall, on all new and upgraded installations, use only alarm control panel(s) which meet SIA Control Panel Standard CP-01.

(d) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user.

(e) The alarm company must provide written information of how to obtain service from the alarm company for the alarm system.

(f) An alarm company performing monitoring services shall:

- (1) Attempt to verify an alarm, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting Police

Department dispatch. Telephone verification shall require, as a minimum, that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified by video and/or audible means.

- (2) Provide an alarm user registration number to the Police Department communications center to facilitate dispatch and /or cancellations.
- (3) Communicate any available information about the alarm.
- (4) Communicate a cancellation to the Police Department communications center as soon as possible following a determination that response is unnecessary.

**SECTION 5: PROHIBITED ACTS**

(a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when there is no reasonable belief that a burglary, robbery or any other crime against life or property is being committed or attempted on the premises or to otherwise cause a false alarm.

(b) It shall be unlawful to install, maintain or use an audible alarm system which can sound continually for more than ten (10) minutes.

**SECTION 6: ENFORCEMENT OF PROVISIONS**

(a) **Excessive false alarms/failure to register.** Two (2) or more false alarms within a permit year is excessive, constitutes a public nuisance and shall be unlawful. Fines for excessive false alarms within a calendar year may be assessed against an alarm user as follows:

- First false alarm ..... Written Warning
- Second false alarm ..... \$ 50.00
- Third, fourth and fifth false alarms ..... \$ 75.00
- Sixth and seventh false alarms ..... \$100.00
- Eighth and ninth false alarms ..... \$125.00
- Tenth and over false alarms ..... \$250.00
- Failure to register/failure to renew annually . \$100.00

(b) **Other fees.** Violations of other sections of this ordinance will be enforced through the assessment of a fee in the amount of \$100.00 per violation.

(c) **Payment of fees.** Fees shall be paid within thirty (30) days from the date of the invoice.

(d) **Civil non-criminal violation.** A violation of any of the provisions of this ordinance may cause civil action and shall not constitute a misdemeanor or infraction.

(e) **Allocation of fees.** All fees received under this section shall be credited to a separate account to be used to improve the police service.

## **SECTION 7: ALARM USER AWARENESS CLASS**

The Town of Monroe may create and implement an Alarm User Awareness Class and may request the assistance of the area alarm companies to assist in developing and implementing the class. The class shall inform alarm users of the problems created by false alarms and instruct alarm users how to help reduce false alarms. The Town may grant the option of attending a class in lieu of paying one assessed fine.

## **SECTION 8: APPEALS**

(a) **Appeals process.** Assessments of civil penalty(ies) and other enforcement decisions made under this ordinance may be appealed by filing a written notice of appeal with the Monroe Police Department within ten (10) days after the date of notification of the assessment of civil fees or other enforcement decision. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision. Appeals shall be heard through an administrative process established by the Town of Monroe and subject to the Statutes of the State of Connecticut. The initial appeal shall be heard by the Police Chief or his/her designee. Secondary appeals shall be submitted directly to the Board of Police Commissioners who shall act in the capacity of a hearing board.

(b) **Appeal standard.** The hearing board shall review an appeal from the assessment of civil penalty(ies) or other enforcement decision using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the hearing board shall have the discretion to dismiss or reduce civil fees or reverse any other enforcement decision where warranted.

## **SECTION 9: CONFIDENTIALITY**

In the interest of public safety, all information contained in and gathered through the alarm registration applications, no-response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the Town of Monroe.

## **SECTION 10: GOVERNMENT IMMUNITY**

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, for response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed, and governmental immunity, as provided by law, is retained. By applying for an alarm registration, the alarm user acknowledges that the Monroe Police Department response may be influenced by factors such as the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

## **SECTION 11: EXEMPTIONS FOR TOWN AND BOARD OF EDUCATION**

No fees or fines shall be assessed for alarm systems installed by or on behalf of the Town of Monroe or the Board of Education. However, the applicable municipal department or Board of Education shall register any such alarm system with the Police Department. There shall be no fees charged to the Town of Monroe or the Monroe Board of Education for alarm registration.

## **SECTION 12: SEVERABILITY**

The provisions of this ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid for that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

This ordinance shall take effect on January 17, 2011.

## Cost Analysis: Alarm Abatement Ordinance

The following is an estimated cost of implementing and administering a system to manage the notifications, fines and hearings as described by the alarm abatement ordinance.

### Implementation Cost

Item	Comment	Initial Cost
Initial IT Setup	Estimate 80 hrs (80hrs * \$55/hr)	\$4,400
Information Technology	Assuming we'll use the current Nexgen LEAS records management system which includes an Alarm Module.	\$0
Laser Printer	Dedicated for this purpose	\$500
Develop Alarm User Awareness Class	Cost estimate to prepare a class. (assumes 40 hrs * \$20/hr) + materials	\$1,200
Initial Data Entry	Initial Data Entry for registering alarms: 2,500 Alarms * 10 min * \$20/hr	\$8,500
<b>Total</b>		<b>\$14,600</b>

### Ongoing Administrative Cost

Item	Comment	Annual Cost
Ongoing Administration	If done by part-time clerk (assumes 8 hrs * \$20/hr) hours per week * 52 wks)	\$8,320
Ongoing IT Support	Estimate 4 hours per month (4 * \$55 * 12)	\$2,640
Postage	2000 addresses (alarm users), 1 letter per year (2000 * \$0.50)	\$1,000
	1,200 addresses (alarm users with 1-3 alarm calls), 3 letters per year	\$1,800
	150 addresses (alarm users with 4+ alarm calls), 12 letters per year (150 * 12 * \$0.50)	\$900
Office supplies	Paper, envelopes, toner, etc.	\$500
Information Technology	We'll use the Nexgen LEAS records management system for which we pay an annual maintenance fee but no additional cost will be incurred specifically for the Alarm Module.	\$0
Quarterly Alarm User Awareness Class	Estimate we'll present four classes per year. (4 qtrs * (8 hours prep + 4 hours per class) * \$20 per hour) + materials	\$1,360
Hearing Officer	Four Hours per month * \$60 per hour * 12 months	\$2,880
<b>Total</b>		<b>\$19,400</b>

## **Proposed False Burglar Alarm Ordinance Summary**

The goal of this ordinance is to reduce the number of false burglar alarms reported to the police. This in turn will lead to a more efficient use of police resources.

This proposed alarm ordinance is based on the model ordinance which is recommended by the Connecticut Chiefs of Police Association and the alarm industry:

- Glen Mowrey – National Law Enforcement Liaison, Security Industry Alarm Coalition, Deputy Police Chief (Retired), Charlotte-Mecklenburg (NC) Police Department and
- Bob McVeigh – President, Connecticut Alarm & Systems Integrator Association (CASIA)

Definition of a False Alarm:

- The activation of an alarm to summon police which occurs as a result of mechanical or electrical failure, malfunction, improper installation, or negligence, unless law enforcement response is cancelled prior to law enforcement arrival.
- And, the responding officer determines no unauthorized entry or other crime activated the alarm.

The ordinance is expected to:

- Reduce the number of false burglar alarm calls for service by 50%
- Provide an incentive to alarm users that frequently generate false burglar alarms to be more careful and / or fix their burglar alarm systems.
- Result in revenue to reimburse the Town for responding to false alarms and for administering the alarm ordinance.

Call Type	2011	Actual Call Type	2011
Alarm - Burglary	2644	Alarm - Burglary	2536
		Open Door - Window	87
		Burglary - Residential	5
		Alarm - Fire	3
		Incident Unfounded	3
		Burglary - Business	2
		Alarm - Holdup	2
		Assist Other Agency	1
		Drug Violation	1
		Medical Call	1
		Shoplifting	1
		Unwanted Persons	1
		Vandalism Active	1
		<b>TOTAL</b>	<b>2644</b>

In 2011, Trumbull Police responded to 2,644 *Alarm – Burglary* Calls for Service. At least 2,536 were false. 87 Open Door – Window were often false, also.

The 2,536 false Alarm – Burglary Calls for Service represents about 14% of the Trumbull Police Department’s Calls for Service in 2011.

## ***Cost of Responding to False Alarm – Burglary Calls for Service***

There is a cost associated with our current procedure of sending two officers to each alarm call.

We can estimate the cost of this based on 2011's 2,536 alarm calls for service. If we assume:

- A patrol officer's salary to be \$34.90 per hour
- 2 officers respond to each burglar alarm call
- Each officer spends 20 minutes responding to the false alarm call for service.

2,536 calls \* \$34.90 \* 20/60 \* 2 officers = \$59,004 per year to respond to false alarms – or roughly the salary of one police officer.

## ***Education***

The inefficiency of responding to false burglar alarm calls will be addressed by education and False Burglar Alarm Abatement Ordinance. In addition to enforcing the ordinance, quarterly Alarm User Awareness Classes will be held. Information about how to avoid false alarms is available on the town website at: [www.trumbull-ct.gov/police](http://www.trumbull-ct.gov/police)

## ***Revenue Generation***

In 2011, the Trumbull Police Department responded to 2,536 false Alarm – Burglary calls from 1,317 different addresses (e.g. generated 1 or more false alarm calls). 432 addresses generated 2 or more false alarm calls for service while 211 addresses generated 3 or more false alarm calls.

Based on the 2011 numbers, if we levy a fee of \$100 starting with the second false alarm and include Town and BOE facilities, the fees generated are estimated to be more than \$100,000. This amount will vary depending on how many individual alarms are registered at the each address (e.g. the malls); whether or not the initial fine is waived due to attendance at an Alarm User Awareness Class; and whether or not a fine is successfully appealed. Over time, the revenue will decrease as alarm users correct the cause of false alarms.

## ***Registration***

The Alarm Ordinance calls for all alarm users to register their alarms and to keep their alarm registration information current,, however, there will not be a fee for a registration. Residents will have six months from the time the ordinance is implemented to register their alarm(s).

## ***Appeal***

A false alarm fine may be appealed. The hearing officer shall have the discretion to dismiss or reduce civil fees or reverse any other enforcement decision where warranted.

# FINAL PROPOSED

## TOWN OF TRUMBULL, CONNECTICUT

### FALSE BURGLAR ALARM ABATEMENT ORDINANCE

WHEREAS, the purpose of this ordinance, finds that excessive false alarms unduly burden the Trumbull Police Department's limited law enforcement resources. The purpose of this ordinance is to establish reasonable expectations of alarm users and to ensure that alarm users are held responsible for their use of alarm systems.

#### SECTION 1: DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

***Alarm Administrator*** means a person or persons designated by the Town to administer, control and review false alarm reduction efforts and administer the provisions of this ordinance.

***Alarm company*** means a person or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems; this person shall be licensed in compliance with State laws.

***Alarm permit*** means a permit issued by the Town allowing the operation of an alarm system within the Town.

***Alarm signal*** means a detectable signal; audible or visual, generated by an alarm system, to which law enforcement is requested to respond.

***Alarm system*** means any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, fire alarms, domestic violence alarms, or alarms designed to elicit a medical response.

***Alarm user*** means any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

***Alarm User Awareness Class*** means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

***Cancellation*** means the process where response is terminated when the alarm company (designated by the alarm user) notifies the Trumbull Police Department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

***Town*** means the Town of Trumbull or its agent.

***False alarm*** means the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the alarm user, his/her employees or

agents, and signals activated to summon law enforcement personnel unless law enforcement response was cancelled by the alarm user or his/her agent before law enforcement personnel arrive at the alarm location. An alarm is false within the meaning of this article when, upon inspection by the Trumbull Police Department, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user.

**Local alarm** means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

**Permit year** means a 12-month period beginning on the day and month on which an alarm permit is issued.

**Runaway alarm** means an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Trumbull Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

**SIA Control Panel Standard CP-01** means the American National Standard Institute (ANSI) approved Security Industry Association (SIA) CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce false alarms. Control panels built and tested to this standard by a nationally recognized testing organization, will be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction".

**Verify** means an attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user by telephone and/or other electronic means, whether or not actual contact with a person is made, to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request. For the purpose of this ordinance, telephone verification shall require, as a minimum that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch.

## SECTION 2: ALARM PERMIT

- (a) **Permit required.** No person shall use an alarm system without first obtaining a permit for such alarm system from the Town. A \$10 fee will be required for the initial registration and annual renewals. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company.
- (b) **Application.** The permit shall be requested on an application form provided by the Town. An alarm user has the duty to obtain an application from the Town.
- (c) **Transfer of possession.** When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within 30 days of obtaining possession of the property. Alarm permits are not transferable.

- (d) **Reporting updated information.** Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the Town within 30 days of the change. In addition, each year after the issuance of the permit, permit holders will receive from the Town a form requesting updated information. The permit holder shall complete and return this form to the Town when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.
- (e) **Multiple alarm systems.** If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

### **SECTION 3: DUTIES OF THE ALARM USER**

- (a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms; and
- (b) Provide the alarm company the permit number, (the number must be provided to the communications center by the alarm company to insure dispatch).
- (c) Must respond or cause a representative to respond to the alarm system's location and/or deactivate a malfunctioning alarm within thirty (30) minutes when notified by the Police Department directly or via the user's monitoring service.
- (d) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report or to perform routine maintenance as prescribed by alarm system provider.
- (e) An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of a business or residence.

### **SECTION 4: DUTIES OF THE ALARM COMPANY**

- (a) Any person engaged in the alarm business in the Town, shall comply with the following:
  - 1) Obtain and maintain the required state license(s).
  - 2) Be able to provide name, address, and telephone number of the alarm user or a designee, who can be called in an emergency or to effect repairs 24 hours a day.
  - 3) Be able to provide the most current contact information for the alarm user.
- (b) Ninety (90) days after enactment of this Ordinance the alarm installation companies shall, on all new and upgraded installations, use only alarm control panel(s) which meet SIA Control Panel Standard CP-01.
- (c) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user.
- (d) Provide written information of how to obtain service from the alarm company for the alarm system.
- (e) An alarm company performing monitoring services shall:

- 1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.
- 2) Provide alarm user registration number to the communications center to facilitate dispatch and/or cancellations.
- 3) Communicate any available information about the alarm.
- 4) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

**SECTION 5: PROHIBITED ACTS**

- (a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.
- (b) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than 10 minutes.

**SECTION 6: ENFORCEMENT OF PROVISIONS**

- (a) **Failure to register.** Any person who fails to register their alarm system will be charged \$100.00 for each year said alarm system is not registered.
- (b) **Excessive false alarms.** It is hereby found and determined that three or more false alarms within a year from the date of the first violation is excessive, constitutes a public nuisance, and shall be unlawful. Costs for excessive false alarms may be assessed against an alarm user as follows:
 

Third, Fourth, Fifth violation.....	\$100.00
Sixth, Seventh, Eighth violation.....	\$125.00
Ninth & subsequent violations.....	\$150.00
- (c) **Cancellation.** If cancellation occurs prior to law enforcement arriving at the scene, this is not a false alarm and no fee will be assessed.
- (d) **Multiple activations.** Multiple activations within a twenty-four hour period may be considered as one false alarm for the purpose of charged fees.
- (e) **Payment of Fees.** Fees shall be paid within (30) days from the date of the invoice.
- (f) **Failure to Pay Fine.** Any person who fails to pay a fine assessed against them within (30) days from the date of the invoice shall be charged a penalty of 1 ½% interest per month together with costs of collection including attorney’s fees.

## **SECTION 7: APPEALS**

*Appeals process.* Assessments of civil penalty (ies) and other enforcement decisions made under this ordinance may be appealed by filing a written notice of appeal with the Trumbull Police Department within 10 days after the date of notification of the assessment of civil fees or other enforcement decision. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty (ies) or other enforcement decision. Appeals shall be decided through an administrative process established by the Town in accordance with Connecticut General Statute Section 7-152c.

## **SECTION 8: CONFIDENTIALITY**

In the interest of public safety, all information contained in and gathered through the alarm registration applications, no response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the Town.

## **SECTION 9: GOVERNMENT IMMUNITY**

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the Trumbull Police Department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

## **SECTION 10: SEVERABILITY**

The provisions of this ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

This ordinance shall take effect on \_\_\_\_\_, 20\_\_\_\_

(Note: The effective date should be six months after the Town Council approves the ordinance.)

03/23/10 (Revision)

TOWN OF TRUMBULL  
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: June 14, 2012  
AGENDA: 06-12-01  
AMOUNT: \$3,430,000

2011-2012

(A) APPROPRIATION [ ]

FROM: ACCOUNT NO.  
ACCOUNT NAME

TO: ACCOUNT NO.  
ACCOUNT NAME

(B) TRANSFER [ ]

FROM: ACCOUNT NO.  
ACCOUNT NAME

TO: ACCOUNT NO.  
ACCOUNT NAME

(C) SUMMARY OF REQUEST

To consider and act upon a resolution entitled "RESOLUTION APPROPRIATING \$3,430,000 FOR THE TRUMBULL BOARD OF EDUCATION CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$3,430,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE".

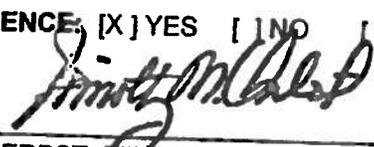
(D) REQUESTED BY:

Al Barbarotta

(E) SUPPORTING DATA:

SEE ATTACHMENT (ALSO SEPARATE HANDOUT AT BOF 5/23/2012)

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

  
TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

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

RESOLUTION APPROPRIATING \$3,430,000 FOR THE TRUMBULL BOARD OF EDUCATION CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$3,430,000 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 \$3,430,000 is appropriated for the planning, acquisition and construction of the Town of Trumbull Board of Education Capital Improvement Plan 2012-2013, as adopted and amended by the Town Council from time to time, and consisting of: (i) Life Safety; (ii) Energy efficiency (iii); (iv) miscellaneous other school system wide improvements; and for appurtenances, equipment and services related thereto, or so much thereof as may be accomplished within such appropriation, including 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 2012-2013 CIP.

Section 2. To meet said appropriation \$3,430,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. Said bonds may be issued in one or more series as determined by the First Selectman and the and the Town Treasurer (hereafter the Town Officials), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. Capital project revenues, including bid premiums and investment income derived from investment of bond proceeds (and net investment income derived from note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The remaining appropriation and bond authorization shall be reduced by the amount of capital project revenues so credited. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Joseph Fasi LLC, of Hartford. They shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The aggregate principal amount of the bonds to be issued, the annual

installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds, shall be determined by the Town Officials, in accordance with the General Statutes of the State of Connecticut, as amended.

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

Section 4. The Town Officials, are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Joseph Fasi LLC, of Hartford, and be certified by a bank or trust company designated by the Town Officials, pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

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

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

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

# 2012-17 Capital Plan w/o New A/C Systems and the Reduced Request

PRIORITY	PROJECT TITLE/COMMENTS	Red. Req.	12-13	13-14	14-15	15-16	16-17	2012-2017
<b>PRIORITY 1 PROJECTS</b>								
1	Ambush Removal							
2	FOG Blinds - Complete	188,000	144,715	367,000	360,378	170,000	204,000	1,245,093
3	Security		0	0	0	0	0	0
4	IAQ/Ventilation		0	0	0	0	0	0
5	Fuel Tank Repair/Replacement		3,701,500	1,526,228	1,949,763	1,661,850	475,200	475,200
6	Interior Replacement	283,250	380,625	476,375	314,124	491,375	229,680	8,988,821
7	Site Power and Electrical Distribution		60,000	60,000	30,000	0	0	1,662,499
8	Sprinklers	8,500	1,044,250	549,299	1,614,590	1,621,176	0	190,000
9	Other		18,750	0	0	880,359	0	4,829,315
			186,800	2,385,711	309,608	11,100	145,000	899,119
	<b>LIFE SAFETY TOTALS:</b>	<b>477,750</b>	<b>5,536,840</b>	<b>5,384,613</b>	<b>4,478,483</b>	<b>4,855,670</b>	<b>1,053,680</b>	<b>24,289,256</b>
<b>PRIORITY 2 PROJECTS</b>								
10	Replacement computers, laptops, printers, etc							
11	Network Infrastructure		172,400	183,000	205,500	158,000	150,500	869,400
12	Internet Security		0	140,000	150,000	150,000	0	440,000
13	Smart Boards w/USB systems, MS, Etc		10,500	0	8,500	0	0	19,000
14	Wireless		138,000	90,000	138,000	80,000	90,000	546,000
15	Video on-demand and digital signage each location		0	8,000	15,000	15,000	15,000	53,000
16	Electric Server replacement/Upgrade		50,000	75,000	75,000	0	0	200,000
17	District upgrade, memory, monitors for non-replacement computers		28,000	15,000	15,000	0	0	58,000
18	Software tools		11,200	8,500	11,000	6,500	85,000	122,200
			4,800	6,800	0	11,000	0	22,600
	<b>TECHNOLOGY TOTALS:</b>		<b>414,900</b>	<b>508,300</b>	<b>618,000</b>	<b>430,500</b>	<b>340,500</b>	<b>2,330,200</b>
<b>ENERGY EFFICIENCY</b>								
19	Window Replacement							
20	Boilers and Heat Piping	1,082,500	1,785,000	508,885	5,684,374	0	0	7,978,259
21	Hot Water tanks and Headers		10,500,373	515,000	1,940,445	1,036,463	0	13,992,261
22	A/C - Replacement and New	45,000	90,000	35,750	75,000	131,812	0	332,562
23	Building Management Systems					29,000		29,000
24	Unit Ventilator Replacement		237,500	624,678	548,375	678,352	0	2,088,905
25	Other		0	670,350	400,047	138,750	0	1,409,147
			38,850	173,637	113,894	0	0	326,381
	<b>ENERGY EFFICIENCY TOTALS:</b>	<b>500</b>	<b>12,651,723</b>	<b>2,728,300</b>	<b>8,762,136</b>	<b>2,014,377</b>	<b>0</b>	<b>24,728,926</b>

# 2012-17 Capital Plan w/o New A/C Systems and the Reduced Request

PRIORITY PROJECTS											
26	District-wide Paving	548,853	380,000	1,161,084	274,554	693,054	772,524	3,281,226			
27	District-wide roof replacement (Over 20 yrs)	1,227,439	1,202,439	5,174,004	1,250,000	\$ 2,194,947	1,900,117	11,721,507			
28	Check Replacement		40,000	55,000	21,000	0	0	116,000			
29	Paving Replacement/Repairs		0	0	289,770	146,687	863,049	1,319,506			
30	Luminaire/Lighting Replacements		25,000	695,246	2,078,073	832,500	0	3,630,819			
31	Vehicle Replacement		98,000	72,640	50,000	50,000	66,130	334,770			
32	Other		778,875	2,751,911	2,284,074	1,472,409	752,542	8,049,811			
<b>MISCELLANEOUS TOTALS</b>		<b>1,774,382</b>	<b>2,522,314</b>	<b>9,809,885</b>	<b>6,247,471</b>	<b>5,389,597</b>	<b>4,384,362</b>	<b>21,453,639</b>			
1	LIFE SAFETY	477,750	5,538,840	6,304,613	4,478,463	4,853,870	1,053,880	21,289,756			
2	TECHNOLOGY		414,000	526,300	618,000	690,500	340,500	2,330,200			
3	ENERGY EFFICIENCY	1,107,500	12,651,723	2,728,300	8,762,135	2,014,577	0	26,156,235			
4	MISCELLANEOUS	1,774,382	2,522,314	9,809,885	6,247,471	5,389,597	4,384,362	26,156,235			
<b>TOTALS</b>		<b>3,359,632</b>	<b>21,125,577</b>	<b>18,528,108</b>	<b>20,108,069</b>	<b>12,680,144</b>	<b>6,778,742</b>	<b>76,229,640</b>			
<b>Total reduced Request for 2012/13 including A/E contingency etc</b>		<b>3,928,128</b>									

Bonding financing (2% of \$3,359,542) 67,190

3,426,730

Kb ...

BOE

### TPS CAPITAL REQUEST 2012-13

Life Support

<u>Asbestos Abatement</u>				
Location	Item	Description	YR	Cost
01. Booth Hill	Replace Vinyl Tile Floor	Abate VAT and replace with VCT in 5 classrooms and cafeteria	2010-11	\$ 46,000
06. Hillcrest	Replace Vinyl Tile Floor	Abate VAT and replace with VCT in 3 high priority classrooms	2010-11	\$ 42,000
06. Hillcrest	Replace Vinyl Tile Floor	Abate VAT and replace with VCT in rooms B5, Team Room, B9,B13,B15,C1,A4,A1 combined above	2010-11	\$ 98,000
<b>Subtotal</b>				<b>\$ 186,000</b>

Misc

<u>Roofing</u>				
<u>Long Hill (not including red clay roof)</u>				
Location	Item	Description	YR	Cost
09. Long Hill Admin. Bldg	Replace Modified Bitumen Roofing Down To Sloped Fill	Replace Roof A in 2008 (for details see roof report pages 4-8)	2011-12	\$ 232,313
09. Long Hill Admin. Bldg	Replace Entire Single Ply/Fully Adhered Roof	Replace Roof B in 2009 (for details see roof report pages 10-14)	2011-12	\$ 17,555
09. Long Hill Admin. Bldg	Replace Entire Single Ply/Fully Adhered Roof	Replace Roof E in 2010 (for details see roof report pages 25-28)	2011-12	\$ 12,384
09. Long Hill Admin. Bldg	Replace Entire Single Ply/Fully Adhered Roof	Replace Roof D in 2010 (for details see roof report pages 19-24)	2011-12	\$ 90,188
09. Long Hill Admin. Bldg	Repair Teracotta area	Repair Tile Area, gutters, etc.		\$ 25,000
07. Madison	Restore Entire Roof/Replace wet areas	Alternative to replacement-15 year Warranty Minimum (less insurance reimbursed area)		\$ 900,000
<b>Subtotal</b>				<b>\$ 1,277,439</b>

<u>Electrical/Generator</u>				
Location	Item	Description	YR	Cost
06. Hillcrest	Electrical	Hook refrigerator and freezer to generator	2010-11	\$ 8,500

Energy

<u>Window Replacements</u>				
Location	Floor	Issue	Proj Yr.	Cost
04. Middlebrook	Entire Building	Replace Metal Window Which Exceeds Useful Service Life Of 20 Years	2010-11	\$ 1,062,500
<b>Subtotal</b>				<b>\$ 1,062,500</b>

<u>HW Heaters</u>				
Location	Floor	Issue	Proj Yr.	Cost
02. Daniels Farm	Boiler Room	Replace domestic hot water heater with new	2010-11	\$ 22,500
04. Middlebrook	Boiler Room	Provide new Hot Water maker (winter) when	2010-11	\$ 22,500
<b>Subtotal</b>				<b>\$ 45,000</b>

P.5

BOE

### TPS CAPITAL REQUEST 2012-13

<b>Paving</b>				
Location	Area	Issue	Proj Yr.	Cost
04. Middlebrook	Site	Re-build kitchen loading dock 300 sf (1200 cf) and set of stairs from parking lot	2011-12	\$ 37,176
04. Middlebrook	Site	Re-pave parking / drive area at kitchen loading dock	2011-12	\$ 35,132
04. Middlebrook	Site	Re-pave parking area near EMS building	2011-12	\$ 354,665
05. Tashua	Site	Overlay Courts With Asphalt Paving	2013-14	\$ 119,880
<b>Subtotal</b>				<b>\$ 546,853</b>

Life safety

<b>Fuel Tanks</b>				
Location	Floor	Comments	Proj Yr.	Cost
04. Middlebrook	Site	Replace 15,000 gallon single wall fuel oil tank	2010-11	\$ 283,250
<b>Subtotal</b>				<b>\$ 283,250</b>

<b>Subtotal All Requests:</b>				<b>\$ 3,409,542</b>
<b>Construction Inflation</b>				<b>\$ 170,477.11</b>
<b>Subtotal</b>				<b>\$ 3,580,019.31</b>
<b>A/E and CM 6%</b>				<b>\$ 214,801.16</b>
<b>Subtotal</b>				<b>\$ 3,794,820.47</b>
<b>Contingency 5%</b>				<b>\$ 189,741.02</b>
<b>Total Request</b>				<b>\$ 3,984,561.49</b>

- Life safety  
- Energy

P.6

TOWN OF TRUMBULL  
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: June 14, 2012  
AGENDA: 06-12-02  
AMOUNT: \$1,629,480

2011-2012

(A) APPROPRIATION [ ]

FROM: ACCOUNT NO.  
ACCOUNT NAME

TO: ACCOUNT NO.  
ACCOUNT NAME

(B) TRANSFER [ ]

FROM: ACCOUNT NO.  
ACCOUNT NAME

TO: ACCOUNT NO.  
ACCOUNT NAME

(C) SUMMARY OF REQUEST

To consider and act upon a resolution entitled "RESOLUTION APPROPRIATING \$1,629,480 FOR THE TRUMBULL CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$1,629,480 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE".

(D) REQUESTED BY:

Timothy M. Herbst, First Selectman; Maria Pires, Director of Finance;  
John Marsilio, Director of Public Works

(E) SUPPORTING DATA:

SEE ATTACHMENT. (ALSO SEPARATE HANDOUT AT BOF 5/23/2012  
\* Includes detail for this request and the request for \$1,565,520 approved at the 5/23/2012 meeting along with amortization schedule for both Town BOE bonding.

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

  
TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

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

RESOLUTION APPROPRIATING \$1,629,480 FOR THE TRUMBULL CAPITAL IMPROVEMENT PLAN 2012-2013 AND AUTHORIZING THE ISSUE OF \$1,629,480 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 \$1,629,480 is appropriated for the planning, acquisition and construction of the Town of Trumbull Capital Improvement Plan 2012-2013, as adopted and amended by the Town Council from time to time, and consisting of: (i) Public Facilities; (ii) other projects; (iii) enterprise, and for appurtenances, equipment and services related thereto, or so much thereof as may be accomplished within such appropriation, including 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 2012-2013 CIP.

Section 2. To meet said appropriation \$1,629,480 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. Said bonds may be issued in one or more series as determined by the First Selectman and the Town Treasurer (hereafter the Town Officials), and the amount of bonds of each series to be issued shall be fixed by the Town Officials. Said bonds shall be issued in the amount not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. Capital project revenues, including bid premiums and investment income derived from investment of bond proceeds (and net investment income derived from note proceeds) are authorized to be credited by the Director of Finance to the project account and expended to pay project expenses customarily paid therefrom. The remaining appropriation and bond authorization shall be reduced by the amount of capital project revenues so credited. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved as to their legality by Joseph Fasi LLC, of Hartford. They shall bear such rate or rates of interest as shall be determined by the Town Officials. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The aggregate principal amount of the bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other

terms, details and particulars of such bonds, shall be determined by the Town Officials, in accordance with the General Statutes of the State of Connecticut, as amended.

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

Section 4. The Town Officials, are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials, bear the Town seal or a facsimile thereof, be payable at a bank or trust company designated by the Town Officials, be approved as to their legality by Joseph Fasi LLC, of Hartford, and be certified by a bank or trust company designated by the Town Officials, pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the project. Upon the sale of said bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

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

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

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

**TOWN OF TRUMBULL**  
**Funding Plan for Capital Improvements**  
**CY 2012**

	<b>CY 2012</b>	<b>LOCIP</b>	<b>ROAD AID</b>	<b>GRANT</b>	<b>BUDGET</b>	<b>BOND</b>
Board of Education	\$ -	-	-	\$ -	-	-
Roadways	-	-	-	-	-	-
Public Facilities	335,000	40,000	-	-	-	295,000
Fleet & Equipment	45,000	-	-	-	-	45,000
Other	3,687,000	152,000	-	-	-	1,151,500
Enterprise	73,000	-	-	2,012,500	371,000	73,000

**TOTAL\* \$ 4,140,000 \$ 192,000 \$ - \$ 2,012,500 \$ 371,000 \$ 1,564,500**  
**Bond Financing Costs on Town's CIP bonding at 2% rounded**  
**TOTAL, this resolution (\$3,195,000 less \$1,565,520 previously approved)**  
**\$ 64,980**  
**\$ 1,629,480**

\* Projected costs are gross amounts; actual bonded amounts will be net of any other funding sources, including State reimbursements. Amounts proposed for future periods are not adjusted for inflation.

Capital Improvement Plan

	CY 2012	LOCIP	ROAD AID	GRANT	BUDGET	BOND
<b>Board of Education-Separate</b>						
<b>Bonding</b>						
Life Safety	-	-	-	-	-	-
Technology	-	-	-	-	-	-
Energy Efficiency	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
<b>TOTAL BOE</b>						
<b>Roadways</b>						
Roadway Paving	-	-	-	-	-	-
<b>TOTAL ROADWAYS</b>						
<b>Public Facilities</b>						
Helen Plumb Building	10,000	10,000	-	-	-	-
Town Hall	300,000	30,000	-	-	-	-
Public Works Yard	25,000	-	-	-	-	270,000
<b>TOTAL PUBLIC FACILITIES</b>	<b>335,000</b>	<b>40,000</b>				<b>295,000</b>
<b>Fleet &amp; Equipment</b>						
Highway	45,000	-	-	-	-	45,000
Parks	45,000	-	-	-	-	45,000
<b>TOTAL FLEET &amp; EQUIPMENT</b>						
<b>Other</b>						
Economic Development	1,498,000	-	-	1,127,000	371,000	-
Park Improvements	860,000	20,000	-	764,000	-	76,000
Other Projects	993,500	132,000	-	121,500	-	740,000
Public Safety	313,000	-	-	-	-	313,000
Technology	22,500	-	-	-	-	22,500
<b>TOTAL VARIOUS</b>	<b>3,687,000</b>	<b>152,000</b>		<b>2,012,500</b>	<b>371,000</b>	<b>1,151,500</b>
<b>Enterprise</b>						
Tashua Knolls GC Fleet & Equipment	48,000	-	-	-	-	48,000
Tashua Knolls GC Other	25,000	-	-	-	-	25,000
<b>TOTAL ENTERPRISE</b>	<b>73,000</b>					<b>73,000</b>
<b>GRAND TOTAL</b>	<b>4,140,000</b>	<b>192,000</b>		<b>2,012,500</b>	<b>371,000</b>	<b>1,564,500</b>

CATEGORY	DESCRIPTION	LOCATION	CY 2012	LOCIP	ROAD AID	GRANT	BUDGET	BOND
Roadways	Paving	Barnswallow	193,580					
Roadways	Paving	Brookview Drive	69,069					
Roadways	Paving	Cedar Hill	50,245					
Roadways	Paving	Danube/Petticoat (A. uarion Reimb.)	80,221			80,221		
Roadways	Paving	Farmview Circle	30,297					
Roadways	Paving	Heavenly Lane	74,087					
Roadways	Paving	Jackson Drive (cost to complete)	58,640					
Roadways	Paving	Mohawk Drive	67,215					
Roadways	Paving	Old Hollow (partial)	105,700					
Roadways	Paving	Orleans Drive	14,424					
Roadways	Paving	Oxen Hill Road	134,080					
Roadways	Paving	Porters Hill (Partial)	115,243					
Roadways	Paving	Tungsten Circle	17,080					
Roadways	Paving	Tungsten Lane	26,860					
Roadways	Paving	Haviland (road redesign)	39,337					
Roadways	Paving	Strobel Rd (road redesign)	206,573		39,337			
Roadways	Paving	Blackhouse Road (road redesign)	89,936		206,573			
Roadways	Paving	Chestnut Hill Road (road redesign)	81,000		89,936			
Roadways	Paving	Asphalt Adjustment	82,503		81,000			
<b>Roadways Total</b>			<b>1,536,090</b>	<b>-</b>	<b>499,349</b>	<b>80,221</b>	<b>-</b>	<b>956,520</b>

Approved Previous resolution 5/23/2012 (1,536,090) (499,349) (80,221) (956,520)

Net-this bonding resolution

BUILDING	CATEGORY	DESCRIPTION	CY 2012	LOCIP	ROAD AID	GRANT	BUDGET	BOND
Helen Plumb Bldg	Exterior	Paint	10,000	10,000				
Town Hall	Conveying Systems	Elevator	300,000	30,000				270,000
Public Works Yard	Mechanical	Exhaust System - Garage Area	25,000					25,000
		<b>PUBLIC FACILITIES TOTAL</b>	<b>335,000</b>	<b>40,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>295,000</b>

DEPT	Make	MODEL / DESCRIPTION	YEAR	CY 2012	LOCIP	ROAD AID	GRANT	BUDGET	BOND
Parks	Brush Bandit	Chipper	2003	45,000					45,000
		Parks Total		45,000	-	-	-	-	45,000
		GRAND TOTAL		45,000	-	-	-	-	45,000

CATEGORY	LOCATION	DESCRIPTION	CY 2012	LOCIP	ROAD AID	GRANT	BUDGET	BOND
Economic Development	Rails to Trails	Section B (Manor-White Plains)*	371,000	-	-	-	371,000	-
Economic Development	Rails to Trails	Section D/E	560,000	-	-	560,000	-	-
Economic Development	Rails to Trails	Visitor Center	567,000	-	-	567,000	-	-
		<b>Economic Development Total</b>	<b>1,498,000</b>	<b>-</b>	<b>-</b>	<b>1,127,000</b>	<b>371,000</b>	<b>-</b>
Park Improvements	48 & 54 Larkspur Drive	Land Acquisition Open Space	724,000	20,000	-	704,000	-	-
Park Improvements	Various	Tennis Court Surfacing	36,000	-	-	-	-	36,000
Park Improvements	Tashua Knolls	Tennis Court Light Timers	10,000	-	-	-	-	10,000
Park Improvements	Twin Brooks Meadow	Invasive Plant Species Mitigation	60,000	-	-	60,000	-	-
Park Improvements	Twin Brooks Beach	Parking Lot Replacement	30,000	-	-	-	-	30,000
		<b>Park Improvements Total</b>	<b>860,000</b>	<b>20,000</b>	<b>-</b>	<b>764,000</b>	<b>-</b>	<b>76,000</b>
CATEGORY	LOCATION	DESCRIPTION						
Other Projects	Highway	Salt Shed/Pre-Engineered Gargages	200,000	-	-	-	-	200,000
Other Projects	Town Hall	Feas Study-TwnHl & Annex Space	40,000	-	-	-	-	40,000
Other Projects	Town Hall	Standby Generator	250,000	-	-	-	-	250,000
Other Projects	Historical Society Bldg	Exterior Painting	10,500	10,500	-	-	-	-
Other Projects	Highway	Wash Bay	250,000	-	-	-	-	250,000
Other Projects	Town-Wide	Energy Efficiency Projects	243,000	121,500	-	121,500	-	-
		<b>Other Projects Total</b>	<b>993,500</b>	<b>132,000</b>	<b>-</b>	<b>121,500</b>	<b>-</b>	<b>740,000</b>
CATEGORY	LOCATION	DESCRIPTION						
Public Safety	Police Department	Technology Upgrades	248,000	-	-	-	-	248,000
Public Safety	Police Department	Perimeter Fencing	65,000	-	-	-	-	65,000
		<b>Public Safety Total</b>	<b>313,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>313,000</b>
CATEGORY	LOCATION	DESCRIPTION						
Technology	Senior Center	Disaster Recovery	22,500	-	-	-	-	22,500
		<b>Technology Total</b>	<b>22,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22,500</b>
		<b>GRAND TOTAL</b>	<b>3,687,000</b>	<b>152,000</b>	<b>-</b>	<b>2,012,500</b>	<b>371,000</b>	<b>1,151,500</b>

\* Section B Rails to Trails \$371,000 is value of materials, equipment, and labor for project. Does not represent additional GF budgeted amounts. Cost included in GF personnel and supplies. Section B serves as required match for funding of other sections.

		CY 2012	LOCIP	ROAD AID	GRANT	BUDGET	BOND
CATEGORY	LOCATION	DESCRIPTION					
Tashua Knolls Golf Course	Toro / 1996	Greensmower 3100	30,000				30,000
Tashua Knolls Golf Course	Toro	Green Aerifier 648	18,000				18,000
		<b>Equipment &amp; Vehicles Total</b>	<b>48,000</b>	-	-	-	<b>48,000</b>
Tashua Knolls Golf Course	Golf Course	Renovate Bunkers	15,000				15,000
Tashua Knolls Golf Course	Maintenance Barn	Renovation of Maintenance Barn	10,000				10,000
		<b>Other Projects Total</b>	<b>25,000</b>	-	-	-	<b>25,000</b>
		<b>GRAND TOTAL</b>	<b>73,000</b>	-	-	-	<b>73,000</b>

## **CAPITAL IMPROVEMENT PLAN NARRATIVE**

### **STANDARD DEFINITION FOR CAPITAL IMPROVEMENT**

- Any acquisition or lease of land
- Purchase of major equipment or vehicles in excess of \$10,000 with life expectancy 3+ years
- Construction of new building facilities with cost in excess of \$10,000
- Major building improvements with a cost in excess of \$10,000
- Major equipment or furnishings in excess of \$10,000

### **BOARD OF EDUCATION**

The Board of Education based their request on a capital improvement plan prepared by Savin Engineers, P.C., in September 2007. Facility Manager Al Barbarotta and Plant Administrator Steve Kennedy reviewed the plan and made updates as necessary to each respective school. Per Superintendent Ralph Iassogna, the total plan cost of \$93,740,711 over the five years can be reduced to \$78,229,640 by eliminating items such as air conditioning. Also, the BOE identified \$3,984,561 of the Year 1 cost as top priority investments for bonding. See Exhibit A for the proposal detail and email from the Superintendent.

### **ROADWAYS**

Streets were prioritized based on wear, safety, and usage for years 2012-2016. The original cost to repave these roads was based on State of Connecticut bid prices from August 2010 and has been adjusted to reflect updated bid pricing as of June 2011. Cost includes asphalt, tack, catch basin, manholes, curbing as needed, grading/compacting, loading and trucking of excess material, in addition to an estimate for escalation charges that will be incurred. The amount shown for the remaining years is based on repaving of 8.06 miles of roadway per year (assumes total roadway of 201.45 miles divided by 25 year average service life).

### **PUBLIC FACILITIES**

Costs are based on professional estimates from a report prepared by Antinozzi Associates, which was revised on September 30, 2010. Projects will be bid as required by Charter and costs are subject to change.

### **FLEET & EQUIPMENT**

Highway and Parks Departments replace equipment based on usage and condition. The vehicle may have rust and erosion due to road or work conditions that require replacement sooner than the recommended useful life. The general rule is to replace this equipment every 15 to 20 years. Cost estimates are based on State bid contracts or MSRP.

## **ECONOMIC DEVELOPMENT**

### **Emergency Exit at the Trumbull Corporate Park - \$50,000**

Purpose is to provide an emergency exit out of the Corporate Park(onto Route 8) in the event of a catastrophic incident. This has been requested by several of the businesses that are currently located in the Corporate Park. In addition, the lack of an emergency exit has been an expressed concern of prospective businesses over the past few years. The access would be opened by Town or State emergency officials only.

### **Nature Center & Ranger Station - \$1,100,000**

5,000 square foot facility to encompass both the new Nature Center and Ranger Station. The facility will replace two existing facilities. Cost includes equipment from existing facilities including playground and solar panels, transported from existing sites to new facility. Location to be determined. Preliminary cost estimate was provided by Antinozzi Associates based on RS Means for square footage.

### **Rails to Trails (Pequonnock River Railroad Trail – PRRT) - \$2,348,000**

The Town of Trumbull has worked with the City of Bridgeport and the Town of Monroe through the Greater Bridgeport Regional Council (GBRC) to design and construct the regional Pequonnock River Railroad Trail (PRRT) since 1994. When completed, the PRRT will span sixteen (16) miles and pass through the communities of Trumbull, Monroe, and Bridgeport. The Trail is a valuable asset to the region as it winds through many scenic state and municipal parks and greenways including Wolfe Park, Old Mine Park, Pequonnock Valley State Park, Twin Brooks Park, Fairchild Memorial Park, Beardsley State Park and the Beardsley Zoo. The Town is responsible for 20% of the total costs shown for Section A1/A2, B, and D/E. The balance will be covered by State and Federal grants through the CT Department of Transportation and the Federal Highway Administration. Contracts between ConnDOT and the Town will be available in the fall.

The Visitor Center project is currently in the design phase. GBRC will submit this project as part of the additional PRRT sections to the State for approval. The cost shown is an estimate for the purchase of the site/building and renovations for public use.

### **Reservoir Avenue Design and Best Use Analysis - \$40,000**

The purpose of this study is to provide the Town's land use boards with data that enables them to make educated decisions on the best use for this area. Due to changing market and economic conditions, the town is likely to be confronted with applications that may not be in line with the Plan of Conservation or the Zoning Code, which were adopted under very different conditions. The analysis will determine if zoning regulations should change to reflect the current conditions.

## **PARK IMPROVEMENTS**

Park improvements are necessary for the functioning and usefulness of the recreational facilities and for safety purposes. Costs are estimated based on manufacturer quotes or professional estimate. Project costs are spread out over several years where feasible. The land acquisition was approved for funding by the State of Connecticut Department of Emergency Management and

Homeland Security under the FEMA Pre-Disaster Mitigation Grant program. The cost shown is the total cost for purchase of both properties. The Town would be responsible for the demolition and closing costs estimated at \$30,000.

### **OTHER PROJECTS**

#### **Highway Salt Shed / Pre-Engineered Garages - \$200,000**

Enclosure for salt/sand pile required to comply with DEP regulations. Garages will accommodate new fleet of plows and other equipment. The total cost for both is \$875,000 of which \$600,000 has already been authorized to bond.

#### **Feasibility Study - \$40,000**

Estimated cost for study to determine best use for Town Hall and Annex to maximize office space and create user friendly layout for public service.

#### **Standby Generator - \$250,000**

Generator for Town Hall to ensure operations in the event a loss of power for an extended period. This became a need after the past storms which crippled Town operations and threatened the integrity of Town data.

#### **Town Clerk Vault Shelving - \$12,000**

Shelving for archives, vital statistics and town records. State Historic Documents Preservation Grant program may offset cost by up to \$10,000.

#### **Berkshire Avenue Storage Garage - \$60,000**

Part of the structure will be repurposed as the Emergency Management storage and staging facility. The cost will replace the roof to ensure this equipment is protected as well as the Voter Registration's materials and equipment.

#### **Trumbull Main Library Furnishings - \$28,000**

Modernize public library facilities with replacement of furnishings. Replace furnishings over 35 years old with modern rectangular tables and chairs for patron use. Cost estimated at \$1,000 each table x 10 tables and 40 chairs at \$250 each. Comfortable stuffed chair seating to scatter throughout library for quiet reading similar to bookstore layouts. Stuffed chairs estimated at \$1,000 each for 8 chairs.

#### **Highway GPS - \$32,400**

GPS will be installed in Public Works vehicles. The system will be used for safety; fleet and personnel management. This is the second installment for the equipment and maintenance agreement.

**Highway Wash Bay - \$250,000**

To replace inoperable wash bay used to clean and maintain all Town vehicles. Currently there is no hot water or pressure washing available. The structure will not accommodate the larger Public Works trucks, which need to be thoroughly cleaned of salt and debris for operational safety and fuel efficiency. An additional \$250,000 needs authorization. \$150,000 was authorized in last year's plan. The total cost is \$400,000.

**Senior Center Additional Parking - \$30,360**

Project would remove the playground which is not used by the seniors and add 69 additional parking spaces.

**Town-wide Energy Efficiency Projects - \$243,000**

Funding for energy efficiency projects Town-wide. The United Illuminating Company will make credits and grants available to the Town for certain improvements. Cost will not need to be bonded in full. Estimate based on Antinozzi Report.

**EMS Radio System - \$250,000**

The FCC mandate for narrowband compliance will make current communications system being used illegal after December 31, 2013. To bring the system into compliance for use the Town needs to purchase and install new base stations and compliant portable devices at EMS headquarters. The deadline is not expected to be extended again by the FCC. Cost based on estimate from vendor.

**PUBLIC SAFETY**

**Radio System Replacement & Dispatch Center - \$2,958,506**

See Exhibit B for proposal.

**Cell Block Modifications - \$100,000**

Replace the barred cells with clear, heavy plastic cell doors to offer greater visibility for both officer and prisoner safety.

**Technology Upgrades - \$248,000**

#	Description	Quantity	Unit Cost (Est.)	Ext. Cost (Est.)
1	CAD/RMS and Mobile Servers	1	\$ 90,000	\$ 90,000
2	Audilog Server (Voice Recorder)	1	\$ 11,400	\$ 11,400
3	Desktop Workstations	54	\$ 800	\$ 43,200
4	Laptops	9	\$ 1,200	\$ 10,800
5	Mobile Data Terminals	17	\$ 4,000	\$ 68,000
6	Auto-attendant for phone system	1	\$ 5,000	\$ 5,000
7	iRecord Video Interogation System	1	\$ 20,000	\$ 20,000
				<u>\$ 248,400</u>

### **Perimeter Fencing - \$65,000**

Fencing to secure the area behind the facility. Currently non-authorized private vehicles can drive through this area to exit the parking lot. Approximately 984 linear feet of high chain link fencing is needed with two sliding gates operated by a card key.

### **Police Annex Building - \$200,000**

A 24 x 30 foot cinder block and brick face building is needed on the rear of the property to offer a secure area for processing impounded vehicles and storage.

### **TECHNOLOGY**

Technology projects are those identified as critical and necessary for the continued secure operation of the Town. The projects have been prioritized by the Technology Department. A brief description of each follows:

**Disaster Recovery / Server & Storage** – State regulations require off site server and storage along with a disaster recovery plan for Town data. Off site location identified is Senior Center Building.

**Time & Attendance System** – Card and biometric identification system used to track employee work hours to be integrated with financial system. Cost based on vendor quote for equipment, software, implementation and training. Includes first year of system maintenance.

**Wireless Network** – Network to allow all Town buildings access to system.

### **ENTERPRISE**

Tashua Knolls Golf Course projects were proposed by the General Manager based on priorities set by the Commission. Cost estimates were provided by TKGC and spread out over several years when applicable.

**TOWN OF TRUMBULL  
REQUEST FOR PROPOSALS  
FOR THE PURCHASE OF DELINQUENT MUNICIPAL TAX AND SEWER USE LIENS**

**RFP #5926            DUE: \_\_\_\_\_ at 2:00PM**

The Town of Trumbull, Connecticut is requesting written, sealed proposals from interested parties for the purchase of delinquent municipal property tax and sewer use liens, pursuant to the provisions of Connecticut General Statutes Sections 12-195h and 7-258. This purchase is hereinafter referred to as Tax Lien Assignment. The total amount due to the Town on these liens is \$628,000. The sale of the total of all delinquent tax and sewer use liens on each individual parcel will be conducted as a single, non- securitized transaction.

The Purchasing Agent must receive proposals not later than 2:00 PM EDT Thursday, March 29, 2012. The RFP may be downloaded from the Town of Trumbull's website, [www.trumbull-ct.gov](http://www.trumbull-ct.gov) . Copies may also be obtained from the Purchasing Agent's Office, 5866 Main St., Trumbull, CT 06611, and telephone (203) 452-5042. All proposals must be in accordance with the terms of the RFP. Procedural questions on this transaction may be directed to Robert Chimini, Purchasing Agent, by telephone at the above phone number. Substantive questions should be addressed to Mr. Chimini in writing, which may include electronic mail [rchimini@trumbull-ct.gov](mailto:rchimini@trumbull-ct.gov) . Please email Mr. Chimini to indicate your interest in this RFP so that additional information, if any, concerning the RFP can be provided to interested parties.

The Town of Trumbull, Connecticut is requesting written, sealed proposals from interested parties for the purchase of delinquent real estate tax and sewer use liens on thirteen (13) properties ("Delinquent Liens"), as set forth in Attachment A, pursuant to the provisions of the Connecticut General Statutes Sections 12-195h and 7-258. The total amount due to the Town through the Grand List of 2009 on these properties is \$628,000. Bidder shall individually price each parcel listed with Delinquent Liens when submitting their proposal(s). The minimum bid shall be the full amount of taxes, sewer use charges, interest, lien fees and other additional fees due the Town for all Delinquent Liens on each individual parcel; however, the Town will entertain alternative proposals in the event that no proposal includes such a commitment. The Town also reserves the right to reject any and all proposals, in whole or in part, or to waive any informalities in the proposal if, in its opinion, it is in the best interests of the Town to do so.

One (1) original and five copies shall be submitted in a sealed envelope and labeled as follows:

RFP #5926  
PURCHASE AGENT  
TOWN OF TRUMBULL, CONNECTICUT  
Due: March 29, 2012

Proposals shall be submitted to the PURCHASING AGENT and must be received no later than 3:00 PM EDT, Proposals must be printed in ink or typewritten. No erasures will be permitted. The Town will make the final award on or about \_\_\_\_\_, 2012. Contract execution shall be within 15 days of Notice of Award. The Tax Collector must receive payment in full for the assigned liens no later than 3:00 PM EDT, \_\_\_\_\_. The lien assignment documents shall be executed no later than 3:00 PM EDT, \_\_\_\_\_, unless both parties expressly agree in writing to an extension, not to exceed fifteen (15) days.

Proposals received after the time and date specified shall not be considered and shall be returned unopened. Amendments to or withdrawals of proposals received later than the time and date set for receipt of such proposals will not be considered. No responsibility will be attached to any Town representative or employee for the premature opening of a bid not properly addressed and identified.

The Town will evaluate all bids and make awards based on the best interests of the Town. Although the amount of the bids will be an important factor in the Town's decision, it will also consider the experience, reputation, history and qualifications of bidders.

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any Bidder orally. Every request for such interpretation should be in writing, addressed to Mr. Chimini at the address above. And to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective Bidders at the respective address furnished for such purpose and **Error! Hyperlink reference not valid.** [www.trumbull-ct.gov](http://www.trumbull-ct.gov) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under his/her bid as submitted.

No other official or employee of the Town may be contacted with respect to this RFP, except as approved by the Purchasing Agent. Copies of the draft Agreement for the Purchase of Delinquent Tax or Sewer Use Liens and draft assignment documents are attached as Attachment B and Exhibit B, respectively.

### 1. The Transaction

The Town of Trumbull intends to sell and assign certain delinquent tax and sewer use liens (the "Delinquent Liens"), as set forth in Attachment A, to a third party in accordance with the provisions of Sections 12-195h and 7-258 of the Connecticut General Statutes and the conditions of this RFP.

The Bidder agrees to incorporate the conditions required by the Town in this RFP into any permitted future sale or assignment of said Delinquent Liens. The provisions of this RFP and all future agreements between the Bidder and the Town shall be binding upon both parties, their heirs, successors and assigns.

Standards of Conduct: No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, may have or acquire any financial interest or any personal beneficial interest, direct or indirect, in any project, matter, contract or thing which comes within his or her jurisdiction or the jurisdiction of the board, commission or committee of which he or she is a member. No entity may submit a response to this RFP if an award to that entity would cause a violation of this requirement.

Non-Discrimination: No person shall be subjected to discrimination on account of any services or activities made possible by or resulting from the agreement on the grounds of race, color, religion or religious creed, national origin, sex, pregnancy, age (except minimum age), marital status, ancestry, present or past history of mental disability, mental retardation, sexual orientation, learning or physical disability, or any other factor prohibited by law, or marital status. The Bidder shall comply with applicable Town, State and Federal antidiscrimination laws, rules, regulations and requirements thereof.

### 2. Withdrawal of Liens by the Town

The Town reserves the right to withdraw any Delinquent Lien(s) from the list of liens to be assigned prior to the date of the contract award. Any Delinquent Lien withdrawn by the Town, in accordance with this section, shall be excluded altogether from the sale of the Delinquent Liens, and the purchase price reduced pro-rata.

Subsequent to the award, the Town may withdraw, for any reason, any Delinquent Lien prior to compilation of the final list of Delinquent Liens to be assigned. As an example, including but not limited to, withdrawals will be permitted in the event of payment in full or in part to the Town or in the event of an agreement between the Town and the Bidder that any lien on the list is legally unenforceable under any local, state or federal law, or it is mutually agreed that the Town for any reason is not lawfully or otherwise entitled to assign such Delinquent Lien. In the event of any withdrawal, the purchase price shall be reduced by the proportion that such lien bears to all liens to be assigned. The final list of Delinquent Liens to be assigned ("Final List") shall be confirmed by authorized signatures of both parties on the closing date, as set forth in Section 7 herein, and shall be deemed final and binding. Said list shall be incorporated into the form of the Assignment of Delinquent Tax or Sewer Use Liens (the "Assignment") attached to this RFP as Exhibit B.

### 3. Administration of Accounts

The Bidder shall be required to collect and process all accounts at its cost. Such processing shall include the recording of the Assignments on the land records for all liens on the Final List. The Bidder shall be responsible for all collection and enforcement efforts with respect to such liens, including all lawful collection procedures and, as the Bidder deems appropriate, lawful foreclosure proceedings. The Bidder shall provide the Town's Tax Collector with a monthly report, listing all accounts on the Final List and the status of each as to the collection effort.

Without waiving any rights it may have as a result of the assignment of the assigned liens, the Bidder represents that it will attempt to work out the payment of the delinquent taxes, interest and fees secured by the assigned liens without instituting foreclosure or similar litigation. The Town recognizes however that the collection of debts secured by tax liens must proceed within certain statutory time frames and that the Bidder cannot jeopardize its position with regard to such liens. Accordingly, the Bidder may enforce the assigned liens in any manner permitted pursuant to the provisions of the Connecticut General Statutes once reasonable efforts to arrange for voluntary payment of the delinquencies have failed. The foregoing notwithstanding, the Bidder shall not, under any circumstances, sell or auction the assigned liens pursuant to the provisions of Connecticut General Statutes Section 12-157. Further, in no event shall the Bidder name the Town as a defendant in any foreclosure action.

### 4. Further Assignment of Delinquent Liens

The Bidder shall not further assign, sell or convey in any manner any of its interest in the Delinquent Liens without the prior written authorization of the Town, acting through its Town Council.

### 5. Purchase of Future Assigned Liens

Until such time as the assigned liens have been paid in full, the Bidder shall also purchase all Future Assigned Liens on the 2010 and subsequent Grand Lists for properties on the Final List ("Future Assigned Liens"). The assignment of these Future Assigned Liens shall be done in the same manner as set forth in the winning proposal, and shall be subject to all requirements of law existing at the time of purchase. Payment for each of said Future Assigned Liens is to be made within forty-eight (48) days after the date of filing by the Town of the lien continuation certificate. Payment for each of said Future Assigned Lien is to be made at full value (without any premium), including the full amount of total tax and interest due as of the date of payment.

In the event a Future Assigned Liens on a subject property is not purchased as required by this section, the Bidder agrees to the following:

- (a) That such Future Assigned Liens retained by the Town shall have priority over all prior Delinquent Liens assigned to the Bidder with respect to such property; and
- (b) That the Town shall retain the right to enforce any such Future Assigned Liens in any manner provided by law, including tax sale under Connecticut General Statutes Section 12-157 or Assignment under Connecticut General Statutes Section 12-195h; and
- (c) In the event Future Assigned Liens on a subject property is not purchased as permitted by this section, any payment received by the Bidder of Delinquent Liens related to such property on the Final List must be paid over to the Town in satisfaction of any such Future Assigned Liens retained by the Town, until such Future Assigned Liens are paid in full and their continuing certificates are released.

The terms of this RFP and all subsequent agreements between the Bidder and the Town shall also apply to the sale of Future Assigned Liens.

### 6. Proposal Requirements

Each Proposal (bid) shall describe in detail the Bidder's proposal for the purchase of each Delinquent Lien. Each proposal shall specify the dollar amount offered as the Purchase Price (bid) for all liens on each listed parcel.

The Town will not entertain proposals for a securitized transaction nor will it accept conditional proposals.

All of the Delinquent Liens offered for purchase on a subject property must be included in the Bidder's proposal. The Bidder may submit an offer for an individual parcel. The Bidder may not submit an offer for selected liens only on a subject property (e.g., for particular years only.)

Each Proposal shall be signed by an authorized agent of the Bidder and include the name, title and telephone number of the person to whom the Town may direct questions concerning the proposal. The proposal shall also include a statement by the Bidder accepting all terms and conditions contained in the RFP. All bids shall be considered final.

Each proposal shall be accompanied by bid security in the form of a cashier's or bank check in the amount of ten percent (10%) of the bid amount in dollars. The bid security shall be returned to each unsuccessful bidder following the award of the bid to the successful Bidder.

Each proposal shall contain, at a minimum, the following information:

- (a) A Letter of transmittal which sets forth the specific terms of the proposal, including the information requested in Section 6 herein and agreeing to the terms and conditions set forth in the RFP;
- (b) Qualifications of the Bidder with respect to its ability to conclude the purchase of the Delinquent Liens to be assigned;
- (c) Qualifications of staff members who will be responsible for the management of the Town account, and an acknowledgement that the Town shall be notified prior to the change or replacement of any staff member involved in the management of the Town account;
- (d) Disclosure of principals of the Bidder;
- (e) Disclosure of any interest held in any of the subject properties by any of the principals, officers or agents of the Bidder, and acknowledgement that failure to so disclose shall result in immediate disqualification of the bid;
- (f) A list of all similar engagements with other local government entities entered into over the past five years, with references, including names, telephone numbers and email addresses of principal contact;
- (g) Detailed information concerning litigation between the bidder and any local government entity with respect to tax liens during the past seven years;
- (h) Evidence of the scope of the Bidder's administrative support in place to facilitate the collection, execution, payment, accounting, allocation, distribution, release and recording of release of Delinquent Liens and Future Assigned Liens;
- (i) An appropriate representation to the effect there is no legal disability or litigation pending or threatened against the Bidder which would adversely affect its performance of any duties or obligations incurred pursuant to this transaction;
- (j) A description of the level of maintenance that will be provided to those properties to which the Bidder takes title, including but not limited to its representation that it will maintain each such property and any structure(s) thereon so that they are not in a state of dilapidation or decay, or open to the elements as a result of dilapidation or decay, or unable to provide shelter or serve the purpose for which constructed due to dilapidation or decay;
- (k) A proposed format of the monthly collection status report required to be furnished to the Tax collector pursuant to Section 3 above;
- (l) With respect to properties to which Bidder takes title, express acknowledgement that the Bidder shall pay, when due, all taxes and other charges assessed by the Town of Trumbull for future Grand List years, as well as assessments, sewer use fees or other charges previously or subsequently assessed and recorded in the Trumbull Land Records, or be subject to collection enforcement action by the Town, including but not limited to methods described in Section 5.
- (m) All Bidders shall be required to provide a signed non-collusive statement with all the public bids as follows and attached as Attachment C:
  - (i) The proposal has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Bidder for the purchase of the liens described in the Request for Proposals for the Purchase of Town of Trumbull, Connecticut Delinquent Municipal Tax and Sewer Use Liens, designed to limit independent bidding or competition; and

(ii) The contents of the proposal have not been communicated by the Bidder or his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the proposal.

Proposals may be withdrawn personally or on written or fax or telegraphic requires dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation is placed in the mail and postmarked prior to the time set for proposal opening. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened. The fax number is (203) 452.5083.

#### 7. Evaluation and Award

The Town may reject any and all bids, in whole or in part, or may waive any informalities in the bid if, in its opinion, it is in the best interests of the Town to do so. No proposal shall be accepted from, or contract awarded to, any person/company who is in the arrears to the Town of Trumbull upon debt, or contract or who have been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Trumbull. The Town will evaluate all bids and make an award based on the best interests of the Town. Although the amount of the bid will be an important factor in the Town's decision, it will also consider the experience, reputation, history and the qualifications of the bidders.

The Town reserves the right to require such additional representations and warranties of the selected Bidder as it reasonably deems necessary.

The Town retains the right to withdraw, extend, re-offer and/or amend this RFP at any time or, in its sole discretion, to reject any or all bids. The Town will not be liable for any costs incurred in the preparation of a response to this RFP. In the case of multiple qualified bids for the same purchase price, the Town reserves the right to award the contract for the assignment of the Delinquent Liens to the proposal deemed to be in the best interests of the Town of Trumbull.

The Town will provide each prospective Bidder the name of each Delinquent Lien account, Grand List number, taxable year, property address and the amount due, including taxes, additional interest and any additional fees all as set forth in Attachment A. The parties will execute and deliver the Assignment Agreement and such other closing documents as may be necessary by \_\_\_\_\_, time being of the essence, in return for the Purchase Price for the Delinquent Liens on the Final List as adjusted in accordance with Section 2 hereof, and as adjusted by the payment of any liens prior to closing. Both parties may agree in writing to an extension of execution and delivery of the Assignment Agreement, not to exceed fifteen (15) days. The Assignment must be completed by \_\_\_\_\_.

The successful Bidder, upon their failure or refusal to close when requested, shall forfeit to the Town, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with their bid. Such forfeiture shall not be considered a penalty, but as liquidated damages to compensate the Town for the loss or deprivation of the sale.

#### 8. Terms, Conditions and Further Closing Documents

Prior to the closing of the assignment, the Bidder and the Town shall enter into an Agreement for the Purchase of Delinquent Tax or Sewer Use Liens as set forth in Attachment B, subject to such additional terms and conditions as reasonably deemed necessary or appropriate by the Town.

The Town shall be responsible for preparation of the Assignment Agreement and the individual Assignment documents. Drafts of such documents shall be provided to the successful bidder upon award of the bid. The Bidder shall be solely responsible for exercising due diligence in evaluating any risk that may be associated with any Delinquent Lien or with any property listed on the Final List.

The Town makes no representations, assurances or warranties as to the title to any property or as to the collectability of any Delinquent Lien or Future Assigned Lien on the Final List. The Town makes no representations as to the said

real property's compliance with Federal, State or Local laws or regulations. The Town is not conveying real property. The Town is assigning municipal tax liens pursuant to Connecticut General Statutes Section 12-195h. The liens are conveyed "AS IS" with no representations made as to their validity. However, in the event that a court of competent jurisdiction determines, by a final, non-appealable judgment, that any lien or Future Assigned Lien for any property on the Final List is unenforceable due to the negligence or error of the Town of Trumbull, the Town agrees to refund to the Bidder that portion of the Purchase Price allocated to that lien, without interest.

The Bidder agrees to comply with all relevant local, state and federal laws and regulations pertaining to the collection practices and procedures, including but not limited to provisions of the Connecticut General Statutes governing tax collection and the statutory rate of interest. With respect to the Delinquent Liens that the Bidder purchases pursuant to this RFP, the Bidder agrees that such liens will be held for its own account and that it will not sell, transfer, assign or convey such liens unless prior consent to such a sale or transfer is obtained from the Town as provided in Section 4. However nothing herein shall prohibit the Bidder from designating an affiliate to take title to properties acquired through foreclosure or deed in lieu of foreclosure. Bidder agrees to maintain in good and safe condition any and all properties as to which Bidder acquires title through the exercise of foreclosure of any particular lien or in any other manner.

The minimum bid shall be the full amount of taxes, sewer use charges, interest and other additional fees due the Town for the Delinquent Liens on each individual parcel on the Final List; however, the Town will entertain alternative proposals in the event that no proposal includes such a commitment.

Bidder shall represent and warrant to the Town of Trumbull that it will:

- (a) Be duly organized and in good standing under the laws of the State of Connecticut, or if organized in another state, then qualified to do business in the State of Connecticut;
- (b) Appoint an agent for service of process, which may include the Secretary of State;
- (c) The transactions contemplated by this RFP and any further transactions of assignment or resale, if any, shall be in compliance with all applicable state and federal securities laws, or that such transactions shall be exempt from such securities laws; and:
- (d) Indemnify and hold harmless the Town, its employees, agents and officials, including any of the foregoing sued as individuals, from any lawsuit, counterclaim, or administrative proceeding seeking money damages, refund or discharge of taxes or sewer use charges, equitable or other relief of any kind, arising from or in connection with (i) the exercise by Bidder of powers and the authority granted by this RFP over the Delinquent Liens, (ii) any collection efforts by Bidder (iii) the institution of foreclosure of any of the Delinquent Liens, or (iv) any violation or purported violation of any state or federal securities or blue sky law, statute rule or regulation, (v) any other acts of Bidder (including its agent and assignee) to collect amounts secured by the Delinquent Liens. Such indemnification shall survive the Agreement and shall include, but not be limited to, payment of any settlement, judgment, legal fees and costs, and attorney's fees of the Town, its employees, agents and officials, including any of the foregoing sued as individuals; and:
- (e) Agree that should a foreclosure action to enforce any Delinquent Lien be commenced by the Bidder, it shall give notice to the Town of Trumbull in the same manner as would be required with respect to any interest in any other foreclosure action in order to afford the Town adequate opportunity to take any necessary or appropriate action to preserve its interest therein; agree to indemnify the Town for the loss of any interest the Town would otherwise have in its un-assigned Future Assigned Liens but for the foreclosure action. In no event shall Bidder name the Town as a defendant in any such action; and
- (f) Keep on file with the Tax Collector and Town Clerk of the Town a corporate, partnership or LLC resolution of the Bidder which sets forth the current address of the Bidder for payment purposes, which resolution shall be accompanied by a secretary's certification and seal, if a corporate resolution or a certification containing the notarized signatures of all partners if a partnership or members of an LLC;
- (g) Upon the resolution of all Delinquent Liens on a subject property, provide a full and final accounting in a format acceptable to the Town;
- (h) Agree not to terminate its responsibilities pursuant to this RFP or the Delinquent Lien Assignment Agreement, until written consent to do so is given by the Town.

(i) Its source of funds for financing the assignment are lawful and exempt from the application of any civil forfeiture of any state or federal law with respect to funds derived from a criminal enterprise and hereby agrees to indemnify the Town for any liability or loss the Town incurs due to the application of such laws to any funds transferred by the Assignee to the Town in connection with this Agreement or the Assignment.

(j) The Bidder acknowledges that the transfer of any property or the foreclosure of any lien against any property which is subject to classification as an establishment involved in the handling of hazardous wastes under the Connecticut Transfer Act, Section 22a-134 et seq. of the Connecticut General Statutes, as amended, may constitute a transfer of operations for purposes of triggering and reporting requirement of said Transfer Act. The Bidder agrees to be solely responsible for determining and complying with any reporting requirements of the Transfer Act or any other similar law applicable to the Bidder that may apply to properties which are subject to the assigned liens in any foreclosure or other action against the assigned liens. In addition, the Bidder agrees to bear the sole duty of due diligence to determine the effect of, and bear the sole liability that may be created by, ownership or operation of, or any

condition with respect to, any property which is subject to an assigned lien that may be in violation of any local, state or federal environmental law or regulation or that may result in any kind of enforcement action whatsoever.

A Certificate of Insurance will be required at the time of execution of Agreement for the Purchase of Delinquent Tax and Sewer Use Liens evidencing general and professional liability coverage in an amount of at least \$2,000,000. The Certificate of Insurance shall name the "Town of Trumbull, its Governing Board, Officials, Agents and Employees" as an additional insured (Additional Insured Endorsement must be attached to the Certificate of Insurance) on a "primary, non-contributory" basis. Said Certificate of Insurance shall also provide for waiver of subrogation in favor of the additional insured.

Bidders are specifically advised that the Town of Trumbull adopted a Code of Ethics, available in the Town Clerk's office or on the Town of Trumbull website located at [www.trumbull-ct.gov](http://www.trumbull-ct.gov) . Bidders are encouraged to review same.

The Town Federal Tax Exemption number is 06-6002110. The Town is exempt from State sales tax under Connecticut General Statutes Section 12-412(1)(A). No exemption certificates are required and none will be issued.

To the best knowledge of the Town, any properties, which fall into the following categories, have been eliminated from the list.

Town Foreclosure  
Elderly Tax Relief Roll  
Personal Disabilities  
Pending Tax Appeals  
Tax Abatement Requests

The Town does not warrant that every parcel so conditioned has been removed, but has performed to the best of our information and belief.

**ATTACHMENT A**

**DISCRIPTIONS & LISTINGS OF PROPERTIES**

D'addario	Shelton Road	\$310,000
Kopnick		\$117,000
Linda Palmer		\$ 12,000
Haverhill Road		\$189,000

**ATTACHMENT B**  
**AGREEMENT**  
**FOR THE PURCHASE OF DELINQUENT TAX AND SEWER USE LIENS OF**  
**THE TOWN OF TRUMBULL, CONNECTICUT**

**THIS AGREEMENT** is entered into by and between the TOWN OF TRUMBULL, a located in the County of Fairfield and state of Connecticut

(Hereinafter referred to as "the Purchaser,") dated this day of \_\_\_\_\_.

**WHEREAS**, the Town of Trumbull, through the duly warned and noticed action of its Town Council, on \_\_\_\_\_ 2012, duly and properly noticed a "Request for Proposals for the Purchase of Delinquent Municipal Tax Liens and Sewer Use Liens" ("RFP"); and

**WHEREAS**, the Purchaser duly submitted a proposal to purchase the liens in accordance with the terms of the RFP (the "Proposal"); and

**WHEREAS**, the Town of Trumbull has accepted the Purchaser's Proposal as being in the best interests of the Town of Trumbull;

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, it is hereby agreed between the parties as follows:

**1. ASSIGNMENT:**

The Town shall assign to the Purchaser, pursuant to Connecticut General Statute Sections 12-195h and 7-258 all its right, title and interest in and to the real property tax and sewer use liens listed on Exhibit A, attached hereto and made a part hereof ("Assigned Liens"). A document evidencing such assignment shall be executed and delivered to the Purchaser on payment of the Purchase Price as provided for in paragraph 2 hereof. Said Assignment document is attached hereto as Exhibit B.

**2. PURCHASE PRICE / PAYMENT:**

The Purchaser agrees to pay to the Town the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the Assigned Liens (hereinafter referred to as the "Purchase Price"). Said sum shall consist of payment in full of all outstanding principal, together with all accrued interest and lien fees due to the Town on the Assigned Liens. The foregoing sum shall be paid in full at the time of closing, subject only to adjustment pursuant to terms of said RFP.

Said sum shall be paid by way of cashier's or bank check issued by a Connecticut banking institution, payable to the Tax Collector of the Town of Trumbull, or such other form of payment acceptable to the Tax Collector.

**3. PURCHASE OF FUTURE ASSIGNED LIENS:**

Until such time as the Assigned Liens and any Future Assigned Liens have been paid in full, the Town further agrees to assign to the Purchaser, and the Purchaser agrees to purchase, any and all Future Assigned Liens on the properties subject to the Assigned Liens (such Future Assigned liens hereinafter referred to as "Future Assigned Liens") for such properties for which the prior Assigned Liens or Future Assigned Liens have not been paid in full. The Purchaser shall purchase such Future Assigned Liens in the manner set forth in this section.

The method for purchase of Future Assigned Liens shall be as follows:

(a) By June 1<sup>st</sup> of each succeeding year, the Town shall provide to the Purchaser written notice of any proposed Future Assigned Liens, together with the sums due and owing for the same.

(b) On or before June 15<sup>th</sup> of each succeeding year, the Purchaser shall pay to the Town all sums due and owing with regard to such Future Assigned Liens. The Purchaser shall further pay the Town any accrued interest and lien fees with respect to such Future Assigned Liens. Notwithstanding anything herein contained, if the Purchaser does not pay the sums set forth above with respect to such Future Assigned Liens, the Purchaser shall be in default with respect to that property for which a tax or sewer use lien was not purchased hereunder and the Town will not be required to sell such Future Assigned Liens to the Purchaser on that property. Any such Future Assigned Lien that has not been purchased by the Purchaser in accordance with this Agreement shall continue as a lien upon the subject property, and shall have priority over any and all liens on the subject property previously assigned to the Purchaser. The Town or its assignee shall be entitled to enforce collection on any such lien in any manner permitted by law. In the event that the Purchaser fails to purchase any Future Assigned Lien, any receipt of tax or sewer use payments thereafter by the Purchaser with respect to the property subject to such Future Assigned Lien, shall first be paid to the Town, up to the amount of any such Future Assigned Lien not purchased by the Purchaser, before receipt of sums by the Purchaser in payment of the Assigned Liens on such properties.

(c) The Town shall execute and deliver within ten (10) days after payment for a Future Assigned Lien by the Purchaser, an assignment in the same form as provided for in paragraph 1 hereof.

#### **4. ADMINISTRATION OF ACCOUNTS:**

Upon the purchase of the Assigned Liens or Future Assigned Liens, the Purchaser will administer all such liens at its sole cost and expense.

The Purchaser will notify property owners of Assigned Liens and Future Assigned Liens within sixty (60) days of assignments under this Agreement and shall advise each such property owner to make arrangements for payment of taxes or sewer use liens to the Purchaser or its agent and not to the Town. The Purchaser will make available to the property owners a contact number for their use in contacting the Purchaser and will provide a local contact, located in the greater Trumbull area, not necessarily in the Town of Trumbull, for property owners for such purposes. Such contact information is attached hereto as Exhibit C and made a part hereof.

The Purchaser shall provide a report to the Town on a monthly basis as to the status of all such Assigned Liens and Future Assigned Liens. Such report shall be in substantially the same form as was described in the RFP and will provide the Town with such information as to fairly inform the Town as to the status of all unpaid taxes, unpaid sewer use liens, interest and fees on the subject properties. (A sample of such report was contained in the Proposal.)

#### **5. RECORDINGS:**

The Purchaser will be responsible, at its sole cost, for the recording of all such assignments of Assigned Liens or Future Assigned Liens.

The Town will provide the Purchaser, in a form suitable for recording and indexing, certificates for the continuing of such liens and for releases of such liens, as requested by the Purchaser in writing. The Purchaser shall pay the cost of such recordings.

#### **6. ENFORCEMENT OF TAX LIENS:**

The Purchaser may enforce the Assigned Liens and Future Assigned Liens in the same manner as the Town to the extent permitted by Connecticut General Statutes Sections 12-195h and 7-258 and any other applicable provisions of the Connecticut General Statutes.

#### **7. MAINTENANCE AND MANAGEMENT OF PROPERTIES**

In the event the Purchaser shall become the owner of any properties in the Town through foreclosure or otherwise, the Purchaser agrees to maintain such property in accordance with all appropriate federal, state and local codes, laws, ordinances and regulations. Purchaser shall be required to designate a property manager within the greater

Trumbull area, not necessarily in the Town of Trumbull, for such purposes. Such contact information is attached hereto as Exhibit C and made a part hereof.

**8. INDEMNIFICATION:**

The Purchaser shall indemnify and hold harmless the Town of Trumbull, its employees, agents and officials, including any of the foregoing sued as individuals, from any, claim, lawsuit or administrative proceeding seeking money damages, refund or discharge of taxes or sewer use charges, equitable or other relief of any kind, arising from or in connection with, but not limited to the following:

- (a) The exercise by Purchaser of powers and authority granted by this Agreement over the Assigned Liens or any Future Assigned Liens;
- (b) Any collection efforts by the Purchaser;
- (c) The institution of foreclosure of any of the Assigned Liens or any Future Assigned Liens;
- (d) Any violation or purported violation of any state or federal securities or blue sky law, statute, rule or regulation;
- (e) Any other acts of the Purchaser or acts of its agent or assignee to collect amounts secured by the Assigned Liens or Future Assigned Liens, or
- (f) The assignment of the Assigned Liens or any Future Assigned Liens. Such indemnification shall survive this Agreement and shall include, but not be limited to, payment of any settlement, judgment, legal fees and costs, and attorney's fees of the Town, its employees, agents and officials, including any of the foregoing sued as individuals.

**9. REPRESENTATIONS AND COVENANTS BY THE TOWN:**

The Town does not make any representations as to the value, condition or legal status of the subject properties or the Assigned Liens except as follows:

- (a) The Town represents that the Purchase Price paid for such Assigned Liens shall be a correct and accurate statement of the sums due and owing for the purchase of such Assigned Liens and the sums due and the lien therefore has not been waived, modified, rescinded, altered or subordinated.
- (b) The Town represents that it has duly and properly recorded certificates continuing the liens for all the Assigned Liens (except for liens filed as to debtors in bankruptcy with respect to which the Town represents only that such liens were recorded in the Town of Trumbull Land Records), and that the Town has complied with all relevant state and local laws as to the assessment and taxation of the property liened.
- (c) The Town represents that the information concerning the Assigned Liens listed on Exhibit A is the same information as contained in the records of the Town of Trumbull Tax collector for such liens. In the event the sums provided by the Town are incorrect, the Town agrees to immediately refund such incorrect funds to the Purchaser to the extent the Purchaser has overpaid for the Assigned Liens.
- (d) The Town makes no representations or warranties as to the title to any property or as to the collectability of any of the Assigned Liens or Future Assigned Liens. However, in the event that a court of competent jurisdiction determines by a final, non-appeasable judgment that any of the Assigned Liens or Future Assigned Liens contained on the Final List is unenforceable due to the negligence or error of the Town of Trumbull, the Town agrees to refund the Purchaser that portion of the Purchase Price allocated to that lien or liens, without interest or any other costs.

The Town covenants with the Purchaser as follows:

- (a) The Town has legal authority to assign the liens on the Final List, and the Town has performed all necessary actions and obtained such approvals from appropriate Town Officials, Councils or Committees as required by State or Town statutes, ordinances or regulations.
- (b) The Town agrees that it shall take no further actions in collecting the taxes and sewer use charges secured by the Assigned Liens or purchased Future Assigned Liens after the date of closing, and that any taxpayers seeking to pay the same shall be referred to the Purchaser for payment in accordance with the instructions of this Agreement
- (c) In the event payments are received by the Town for any such Assigned Lien or purchased Future Assigned Lien, the Town agrees to immediately forward such sums to the Purchaser, provided the Purchaser is in compliance with all the terms of this Agreement.

(d) The Town shall provide to the Purchaser, upon request, such information which the Town has in its possession, and obtained in the ordinary course of business, regarding the Assigned Liens and Future Assigned Liens, with the exception of title searches, in order that the Purchaser may process and administer the same.

**10. REPRESENTATIONS AND COVENANTS BY THE PURCHASER:**

The Purchaser represents that:

(a) It has full authority to purchase the Assigned Liens and Future Assigned Liens and that it is subject to no litigation which would adversely affect its ability to perform the terms of this Agreement.

(b) It is purchasing the Assigned Liens and Future Assigned Liens for its own account and, except as provided in this Section 10, will not pledge, assign, transfer or otherwise utilize the Assigned Liens or Future Assigned Liens to any third party without the prior written consent from the Town. Irrespective of the foregoing: (1) the Purchaser may assign the Liens to a wholly-owned subsidiary; and (2) the Purchaser may pledge the Assigned Liens and Future Assigned Liens to a Lender of Purchaser and may engage in a transaction involving the securitization of the Assigned Liens and Future Assigned Liens for purposes of providing the Assigned Liens and Future Assigned Liens as collateral to the Purchaser's Lender. As a condition precedent of such assignment, the assignee shall expressly assume all duties and obligations of the Purchaser under this

Agreement, and shall execute such agreements with the Town as the Town may reasonably require reflecting the terms and conditions herein. Any such assignment shall not modify, relieve, terminate or discharge any of the Purchaser's obligations under this Agreement.

(c) The Purchaser is legally organized in the State of \_\_\_\_\_ and is qualified to do business in the State of Connecticut and authorizes its Connecticut agent for service of process to accept service on its behalf with respect to any dispute which may arise out of the performance of the terms of this Agreement.

(d) The transactions contemplated by this Agreement and any further transactions of assignment or resale, if any, shall be in compliance with all applicable state and federal securities laws, or that such transaction shall be exempt from such securities laws.

The Purchaser covenants with the Town as follows:

(a) In collecting or enforcing any liens subject to this Agreement, the Purchaser will not discriminate against any person on the basis of race, color, religion or religious creed, national origin, sex, pregnancy, age (except minimum age), marital status, ancestry, present or past history of mental disability, mental retardation, sexual orientation, learning or physical disability, or any other factor prohibited by law. The Purchaser agrees to comply with all relevant local, state and federal laws pertaining to tax collection practices and procedures, including but not limited to provisions of the Connecticut General Statutes governing tax collection and the statutory rate of interest and to provide releases upon payment of liens as in the manner required by statute.

(b) The Purchaser shall maintain in good and safe condition any and all properties to which it acquires title through the exercise of foreclosure of any particular lien or in any other manner, and acknowledges that failure to pay future property taxes, charges or fees with respect to property to which it has taken title will subject it as owner of the property to collection or enforcement action as authorized under Connecticut General Statutes.

(c) In the event that the Purchaser commences a foreclosure action or continues an existing action to enforce any delinquent Assigned Lien, and in the event the Town or its assignee holds a Future Assigned Lien not purchased by the Purchaser, it shall give notice to the Town or its assignee in the same manner as required with respect to any interest in any other foreclosure action in order to afford the Town or its assignee adequate opportunity to take necessary or appropriate action to preserve its interest therein. The Purchaser further agrees to indemnify the Town for the loss of any interest the Town would otherwise have in the unpurchased Future Assigned Lien but for the foreclosure action. In no event shall the Purchaser name the Town or its assignee as a defendant in any such foreclosure action, unless the Town or its assignee is a defendant by virtue of another lien interest (a mortgage lien, a demolition lien, etc).

(d) The Purchaser shall keep on file with the Tax Collector and the Town Attorney a corporate resolution which sets forth the current address of the Purchaser for payment purposes and which resolution shall be accompanied by a secretary's certification.

(e) Upon the resolution of all Assigned Liens and Future Assigned Liens, the Purchaser shall provide a full and final accounting in a form acceptable to the Town and shall not terminate its responsibilities pursuant to this Agreement without the written consent of the Town.

(f) The Purchaser represents that it will comply with all relevant local, state, and federal laws, codes, ordinances and regulations in the enforcement or collection of any Assigned Liens of Future Assigned Liens.

**11. NOTICES:**

All notices provided for under this agreement shall be given to the parties in writing at their respective addresses as set forth below:

If to the Town: Town of Trumbull  
Attention: Timothy M. Herbst  
First Selectman  
Town of Trumbull  
5866 Main St.  
Trumbull, CT 06611

With Copy to: Town of Trumbull  
Attention: Mary Moran  
Tax Collector  
Town of Trumbull  
5866 Main St.  
Trumbull, CT 06611

If to the Assignee: \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

**12. CLOSING DATE:**

The parties hereto agree that the assignment contemplated herein shall close at a mutually acceptable location in Trumbull, Connecticut on or before \_\_\_\_\_, unless such date is extended by the written mutual agreement of the parties hereto.

**13. LEGAL FEES TO PREVAILING PARTY:**

In the event that either party is compelled to take legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to the payment of reasonable legal fees and costs.

**14. CONTRACT DOCUMENTS:**

The RFP, dated \_\_\_\_\_, and all exhibits and schedules to the RFP and to this Agreement are incorporated by reference and are deemed to be part of this Agreement and conditions and incorporated by reference and are deemed to be a part of this Agreement. In the event of a conflict or inconsistency between this Agreement, the RFP and/or the Proposal, this Agreement shall have the highest priority, the RFP the second priority and the Proposal the third priority.

**15. BINDING EFFECT AND GOVERNING LAW:**

This Agreement shall be binding upon the parties hereto, their successors and assigns and shall be construed in accordance with the laws of the State of Connecticut and all disputes must be brought in Connecticut Courts, Judicial District of Ansonia/Trumbull at Trumbull, Connecticut, or, if jurisdiction over dispute lies in the federal courts shall be brought in the State of Connecticut.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered as of this \_\_\_\_\_ day of \_\_\_\_\_

**Town of Trumbull**

By: \_\_\_\_\_  
Timothy M. Herbst  
First Selectman

**Purchaser**

\_\_\_\_\_  
\_\_\_\_\_  
its duly authorized \_\_\_\_\_

Personally appeared Timothy M. Herbst, First Selectman on behalf of the Town of Trumbull, signer and sealer of the foregoing instrument who acknowledged the same to be his free act and deed and the free act and deed of the Town of Trumbull, before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**NOTARY PUBLIC**

My Commission Expires:

State of

:ss. Trumbull \_\_\_\_\_, 2012

County of

Personally appeared \_\_\_\_\_, of \_\_\_\_\_,  
A Connecticut \_\_\_\_\_, signer and sealer of the foregoing instrument who acknowledge the same to be his free act and deed ant the free act and deed of said \_\_\_\_\_, before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT B**

**ASSIGNMENT OF DELINQUENT TAX AND SEWER USE LIENS PURSUANT TO  
CONNECTICUT GENERAL STATUTES §§12-195h and 7- 258.**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the TOWN OF TRUMBULL, a municipal corporation located in the County of New Haven and State of Connecticut (hereinafter referred to as the Town) on behalf of its successors and assigns forever, does hereby grant and assign to office \_\_\_\_\_ having its principal at \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_), Connecticut \_\_\_\_\_

to as the Purchaser) its successors and assigns forever, all of its right title and interest in and to certain liens, created by law in favor of the Town to allow the Tax Collector of such Town to secure unpaid taxes and unpaid sewer use charges on real property as provided under the provisions of Chapters 103 and 205 of the Connecticut General Statutes, such liens described and listed as follows:

SEE SCHEDULE "A"  
ATTACHED HERETO AND MADE A PART HEREOF

By execution of this Assignment, the Town agrees to assign, and the Purchaser agrees to assume, all of the rights at law or in equity, obligations, powers and duties as the Town and the Town's Tax Collector would have, with respect to the above liens, if the liens had not been assigned with regard to precedence and priority of such liens, the accrual of interest, charges, fees and expenses of collection, pursuant to Connecticut General Statutes §§12-195h and 7-258.

This Assignment by the Town is absolute and irrevocable and the Town shall retain no interest, reversionary or otherwise in the liens described herein.

IN WITNESS WHEREOF, the parties have caused this Assignment of Delinquent Tax and Sewer Use Liens to be duly executed as of this \_\_\_\_ day of \_\_\_\_\_, 2012.

In Witness Whereof:

ASSIGNOR: TOWN OF TRUMBULL

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Timothy M. Herbst, First Selectman

**ATTACHMENT C**

**NON-COLLUSIVE BID STATEMENT**

Bid For: Purchase of Town of Trumbull Delinquent Municipal Tax and Sewer Use Liens - RFP #5926

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The undersigned Bidder, having fully informed themselves regarding the accuracy of the statements made herein certify that:

(1) The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement understanding, or planned common course of action with, any other Bidder for the purchase of the liens described in the Invitation to Bid, designed to limit independent competition, and

(2) The contents of the bid have not been communicated by the Bidder or his/her employees or agents to any person not an employee or agent of the Bidder or his/her surety on any surety furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned Bidder further certified that this statement is executed for the purpose of inducing the Town of Trumbull to consider the proposal and make an award in accordance therewith.

NAME OF BIDDER: \_\_\_\_\_

Authorized Signatory & Title: \_\_\_\_\_

\_\_\_\_\_

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