

Town of Trumbull

CONNECTICUT

www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5005



AGENDA No. 697

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

DATE: September 6, 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 Thursday, September 6, 2012 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

DISCUSSION ITEMS:

- Trumbull High School Building Committee Update:
 - a. Chairman's Report
 - b. Owner's Rep Update
 - c. Architect's Update
 - d. Construction Manager Update

-
1. RESOLUTION TC24-61: To consider and act upon a resolution which would appoint Richard Bellows of 4918 Madison to the Trumbull-Monroe Health Board for a term extending from March 5, 2013 until March 7, 2016. (R&R)
 2. RESOLUTION TC24-62: To consider and act upon a resolution which would appoint Eileen Pannese of 10 Lafayette Drive to the Trumbull-Monroe Health Board to fill the term created by the resignation of Dr. Adolfo Luciano for a term that began on March 3, 2011, extending to March 3, 2014. (R&R)
 3. RESOLUTION TC24-63: To consider and act upon a resolution which would appoint Jeffrey Wright of 1925 Huntington Turnpike to the Inland Wetlands and Watercourses Commission for a term that began on December 6, 2010, extending until December 2, 2013. (R&R)

4. RESOLUTION TC24-64: To consider and act upon a resolution which would appoint Elaine Wang of 130 Driftwood Lane to the Inland Wetlands and Watercourses Commission for a term that began on December 5, 2011, extending until December 1, 2014. (R&R)
5. RESOLUTION TC24-65: To consider and act upon a resolution which would appropriate \$64,134 from Town Hall-Contingency 01013800-501116 (Fiscal Year 2011-2012) to various accounts. (Finance)
6. RESOLUTION TC24-66: To consider and act upon a resolution which would appropriate \$853,300 (Fiscal Year 2011-2012) from the Available General Fund to various accounts. (Finance)
7. RESOLUTION TC24-67: To consider and act upon a resolution which would designate Trumbull High School as the emergency shelter for the Town of Trumbull, a plan and design shall be developed and constructed to meet all governmental standards to establish the same, and that The Emergency Management Shelter Building Committee is hereby formed to plan, design and construct the improvements necessary to establish Trumbull High School as the Emergency Management Shelter for the Town of Trumbull, the plan, design and construction of improvements shall be included in the scope of the renovations of the ongoing project at Trumbull High School and the cost of the same shall be paid from the bonding authorization for renovations to the Trumbull High School. (L&A)
8. RESOLUTION TC24-34: To consider and act upon a resolution which would amend Chapter 14 Offenses and Miscellaneous Provisions, Section 14-11 Blight Prevention of the Trumbull Municipal Code. (L&A) (*Public Hearing*)
9. RESOLUTION TC24-68: To consider and act upon a resolution which would authorize First Selectman Timothy M. Herbst, to sign and execute an amendment known as “First Amendment To Communications Facility Management Lease Agreement,” to a lease agreement known as “Communications Facility Management And Lease Agreement” between the Town of Trumbull and Global Signal Acquisitions IV, LLC. (L&A)
10. RESOLUTION TC24-69: To consider and act upon a resolution which would authorize First Selectman Timothy M. Herbst to execute and file an application with the Connecticut Department of Economic and Community Development for \$93,970 in order to undertake the Nichols Fire District Generator Project and to execute an Assistance Agreement.(L&A)
11. RESOLUTION TC24-70: To consider and act upon a resolution which would authorize Timothy M. Herbst, First Selectman of the Town of Trumbull to apply for the Comprehensive Driving Under the Influence (DUI) Enforcement Program to sign and execute agreement and all documents between the Town of Trumbull and the State of Connecticut Department of Transportation for the Federal Highway Safety Program. (L&A)
12. RESOLUTION TC24-71: To consider and act upon a resolution which would authorize First Selectman Timothy M. Herbst to sign and execute a lease agreement between the Town of Trumbull and the Richard Aiello Charitable Foundation for property and premises known as 579 Church Hill Road located in the Town of Trumbull. (L&A)

13. RESOLUTION TC24-72: To consider and act upon a resolution where the Trumbull Town Council, acting as the Town's Governing Body, approves the Long Hill Green Enhancement Initiative Plan; and authorizes submission of the funding application for the Long Hill Green Enhancement Initiative under the Main Street Investment Fund Program referenced in Section 78 and 79 of the PA 11-1; and designates the Town of Trumbull First Selectman as the individual authorized to sign the Main Street Investment Fund application for the Long Hill Green Enhancement Initiative, and administer the project should it receive funding. (L&A)

14. RESOLUTION TC24-73: To consider and act upon a resolution which would recommend reconsideration of the State Department of Transportation redesign of White Plains Road. (L&A)

VII ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO

Carl A. Massaro, Jr., Town Council Chairman

RESOLUTIONS

1. RESOLUTION TC24-61: BE IT RESOLVED, That Richard Bellows of 4918 Madison Avenue, be and the same, is hereby appointed to the Trumbull-Monroe Health Board for a term extending from March 5, 2013 until March 7, 2016.
2. RESOLUTION TC24-62: BE IT RESOLVED, That Eileen Pannese of 10 Lafayette Drive, be and the same, is hereby appointed to the Trumbull-Monroe Health Board to fill the term created by the resignation of Dr. Adolfo Luciano for a term that began on March 3, 2011, extending to March 3, 2014.
3. RESOLUTION TC24-63: BE IT RESOLVED, That Jeffrey Wright of 1925 Huntington Turnpike, be and the same, is hereby appointed to the Inland Wetland Watercourse Commission for a term that began on December 6, 2010, extending until December 2, 2013.
4. RESOLUTION TC24-64: BE IT RESOLVED, That Elaine Wang of 130 Driftwood Lane, be and the same, is hereby appointed to the Inland Wetland Watercourse Commission for a term that began on December 5, 2011, extending until December 1, 2014.
5. RESOLUTION TC24-65: BE IT RESOLVED, That \$64,134 is hereby appropriated from Town Hall-Contingency 01013800-501116 (Fiscal Year 2011-2012) to various accounts.
6. RESOLUTION TC24-66: BE IT RESOLVED, That \$853,300 is hereby appropriated (Fiscal Year 2011-2012) from the Available General Fund to various accounts.
7. RESOLUTION TC24-67: BE IT RESOLVED, WHEREAS, Trumbull High School has historically served as the Town's emergency shelter for Emergency Management purposes, and;

WHEREAS, Trumbull High School has been undergoing renovations which do not maintain emergency management standards for emergency shelter purposes, and;

WHEREAS, the Town of Trumbull is required by law to provide emergency plans and procedures, including shelter, and;

WHEREAS, it is in the best interest of the of the residents of Trumbull for emergency services to include a shelter in the event of widespread emergency conditions in the Town;

NOW, THEREFORE, BE IT RESOLVED, that Trumbull High School shall be designated the emergency shelter for the Town of Trumbull and that a plan and design shall be developed and constructed to meet all governmental standards to establish the same, and;

BE IT FURTHER RESOLVED, That The Emergency Management Shelter Building Committee is hereby formed to plan, design and construct the improvements necessary to

establish Trumbull High School as the Emergency Management Shelter for the Town of Trumbull, and;

BE IT FURTHER RESOLVED, That the plan, design and construction of improvements shall be included in the scope of the renovations of the ongoing project at Trumbull High School and the cost of the same shall be paid from the bonding authorization for renovations to the Trumbull High School, and;

BE IT FURTHER RESOLVED, That the membership of the Emergency Management Shelter Committee shall consist of the Two Town Council Members of the Trumbull High School Building Committee, Emergency Management Director Lieutenant Ronald Kirby, two members of the Trumbull Police Commission and two members of the Trumbull Board of Education.

8. RESOLUTION TC24-34: BE IT RESOLVED AND ORDAINED, That Chapter 14 Offenses and Miscellaneous Provisions, Section 14-11 Blight Prevention of the Trumbull Municipal Code is hereby amended to include paragraph (9) Municipal Performance.
9. RESOLUTION TC24-68: BE IT RESOLVED, WHEREAS, the Town of Trumbull, the Landlord, entered into a lease agreement known as “Communications Facility Management And Lease Agreement” with Candid Communications of Trumbull, LLC, the Tenant, on March 21, 2001; and
WHEREAS, the Landlord and Tenant agree to amend the terms of the lease agreement;
NOW THEREFORE, BE IT RESOLVED, That First Selectman Timothy M. Herbst, be and the same is hereby authorized to sign and execute an amendment known as “First Amendment To Communications Facility Management Lease Agreement,” to a lease agreement known as “Communications Facility Management And Lease Agreement” between the Town of Trumbull and Global Signal Acquisitions IV, LLC.
10. RESOLUTION TC24-69: BE IT RESOLVED, WHEREAS, pursuant to C.G.S. Sec. 4-66c the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the Town of Trumbull make an application to the State for \$93,970 in order to undertake the Nichols Fire District Generator Project and to execute an Assistance Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE Trumbull Town Council,
That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S. Sec. 4-66c that the filing of an application for State financial assistance by the Town of Trumbull in an amount not to exceed \$93,970 is hereby approved and that First Selectman, Timothy M. Herbst, be and the same is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments,

decisions, and revisions thereto, and to act as the authorized representative of Town of Trumbull.

11. RESOLUTION TC24-70: BE IT RESOLVED, That Timothy M. Herbst, First Selectman of the Town of Trumbull, be and the same, is hereby authorized to apply for the Comprehensive Driving Under the Influence (DUI) Enforcement Program, to sign and execute agreement and all documents between the Town of Trumbull and the State of Connecticut Department of Transportation for the Federal Highway Safety Program.
12. RESOLUTION TC24-71: BE IT RESOLVED, That First Selectman Timothy M. Herbst, be and the same, is hereby authorized to sign and execute a lease agreement between the Town of Trumbull and the Richard Aiello Charitable Foundation for property and premises known as 579 Church Hill Road located in the Town of Trumbull.
13. RESOLUTION TC24-72: NOW, THEREFORE BE IT RESOLVED, the Trumbull Town Council, acting as the Town's Governing Body, approves the Long Hill Green Enhancement Initiative Plan; and
FURTHER BE IT RESOLVED, the Trumbull Town Council:
Authorizes submission of the funding application for the Long Hill Green Enhancement Initiative under the Main Street Investment Fund Program referenced in Section 78 and 79 of the PA 11-1; and
Designates the Town of Trumbull First Selectman as the individual authorized to sign the Main Street Investment Fund application for the Long Hill Green Enhancement Initiative, and administer the project should it receive funding.
14. RESOLUTION TC24-73: BE IT RESOLVED, WHEREAS, The residents of Trumbull, especially those living directly on and immediately off of White Plains Road, have a vested interest in any significant construction or redesigning of said road, and

WHEREAS, The safety, convenience and home values of residents must be our primary concern, and

WHEREAS, The plans currently being proposed by the Department of Transportation to redesign and reconstruct the area of White Plains Road near town center are insufficient, therefore,

BE IT RESOLVED, That the Trumbull Town Council hereby expresses the desire that said plans be reworked in conjunction with residents, The Department of Transportation and decision makers here in Trumbull in order to create a safer, less intrusive and all around more congenial solution to the issue of traffic and speeding on White Plains Road.

A Resolution by the Trumbull Town Council

Application to the State of Connecticut's Main Street Investment Fund Program

WHEREAS, the Trumbull Town Council is the Legislative Body of the Town of Trumbull; and

WHEREAS, the Town Council is supportive of public infrastructure investments that promote and encourage private investment consistent with the goals of the Town's Plan of Conservation and Development; and

WHEREAS, the Town's Planning & Zoning Commission has previously adopted provisions in the Town of Trumbull Zoning Regulations establishing the Long Hill Green Zone, intended to "provide business, commercial and multi-family residential uses in the area surrounding the Long Hill Green"; and

WHEREAS, the Planning & Zoning Commission recognizes and acknowledges that certain public infrastructure investments in the Long Hill Green area will support and further the stated intentions of the Long Hill Green Zone; and

Whereas, the Town Council recognizes and acknowledges that certain public infrastructure investments specifically proposed for the Long Hill Green area will promote and encourage private investment consistent with the goals of the Town's Plan of Conservation and Development.

Now, Therefore Be It Resolved, the Trumbull Town Council, acting as the Town's Governing Body, approves the Long Hill Green Enhancement Initiative Plan; and

Further Be It Resolved, the Trumbull Town Council:

- (1) Authorizes submission of the funding application for the Long Hill Green Enhancement Initiative under the Main Street Investment Fund Program referenced in Section 78 and 79 of the PA 11-1; and
- (2) Designates the Town of Trumbull First Selectman as the individual authorized to sign the Main Street Investment Fund application for the Long Hill Green Enhancement Initiative, and administer the project should it receive funding.

The Legislative Body of the Town of Trumbull met and adopted this resolution on September #, 2012.

Attested to by:

Name:

Title:

Date:

(Seal)

<u>REQUEST NOS.</u>	<u>PROJECT</u>	<u>BOND FUND ACCOUNT</u>	<u>AMOUNT</u>
1142	To provide a grant-in-aid to Town of Trumbull to finance replacement of emergency generator for Nichols Fire Department.	13019	
	Allocation and Bond Authorization		<u>\$93,970</u>
1143	To provide a grant-in-aid to Mystic Seaport to assist with costs associated with restoration of the Charles W. Morgan, the world's oldest surviving merchant vessel	13019	
	Allocation and Bond Authorization		<u>\$500,000</u>
	Total Allocation and Bond Authorization for Request Nos. 1140, 1141, 1142 and 1143		<u>\$3,815,970</u>

Thereupon there was submitted to the Commission, in writing, a proposed form of a resolution to authorize pursuant to Public Act 79-607 the issuance of the bonds referred to in the requests and entitled "Resolution of the State Bond Commission Authorizing \$3,815,970 Bonds of the State of Connecticut Pursuant to Public Act No. 79-607 of the General Assembly of the State of Connecticut, as amended."

After review and discussion of the documents so filed and submitted and upon motion duly made, seconded and carried by unanimous vote, the Commission adopted the resolution as follows:

RESOLUTION OF THE STATE BOND COMMISSION AUTHORIZING \$3,815,970 BONDS OF THE STATE OF CONNECTICUT PURSUANT TO PUBLIC ACT NO. 79-607 OF THE GENERAL ASSEMBLY OF THE STATE OF CONNECTICUT, AS AMENDED

The State Bond Commission of the State of Connecticut, existing under and by virtue of Section 3-20 of the General Statutes of Connecticut and consisting of the Governor, the Treasurer, the Comptroller, the Attorney General, the Secretary of the Office of Policy and Management, the Commissioner of the Department of Construction Services, the Co-chairpersons and the ranking minority members of the Committee on Finance, Revenue and Bonding of the General Assembly, of the State,

DOES HEREBY FIND THAT there has been filed with the State Bond Commission one or more requests by or on behalf of the Secretary of the Office of Policy and Management of the State of Connecticut for the authorization of the bonds hereinafter mentioned, dated July 27, 2012 and entitled "Request Nos. 1140, 1141, 1142 and 1143 to the State Bond Commission Pursuant to Section 21(a) of Public Act No. 79-607 of the General Assembly of the State of Connecticut, as amended, for Authorization of \$3,815,970 Bonds of the State under Section 21(a) of said Act";

THAT said requests are signed by or on behalf of the Secretary of the Office of Policy and Management or by or on behalf of an officer, department, or agency referred to in the Act, and all such terms and conditions as the State Bond Commission requires are stated therein and the request or requests are in all other respects sufficient for authorization of bonds of the State under or pursuant to Section 21(b)(6)(B) of Public Act No. 79-607 of the General Assembly of the State of Connecticut, as amended;

DATE OF MEETING: AUGUST 9, 2012						
TRANSFERS TO/FROM - FY ENDING JUNE 30, 2012						
TRANSFER NUMBER	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	BALANCE BEFORE TRANSFER	AMOUNT OF TRANSFER	BALANCE AFTER TRANSFER	
08-12-01	FROM					
	Town Hall-Contingency	01013800-501116	238,050.00	(64,134.00)	173,916.00	
	TO					
l addt'l day in fiscal yr	Finance-Slaries FT	01011000-501101	(1,932.49)	1,933.00	0.51	
	Purchasing-Salaries FT	01012200-501101	(272.37)	273.00	0.63	
	Treasurer-Salaries FT	01012400-501101	(75.98)	76.00	0.02	
	Town Clerk - Salaries FT	01013600-501101	(626.74)	627.00	0.26	
	Fire Marshal - Salaries FT	01022800-501101	(929.54)	930.00	0.46	
	Emergency Management - Salaries-PT	01023400-501101	(1,087.47)	1,088.00	0.53	
	Fire Marshal - Salaries FT	01022800-501101	(929.54)	930.00	0.46	
	PW Dir - Salaries FT	01030000-501101	(390.06)	391.00	0.94	
	Social Services - Salaries OT	01050000-501105	(1,044.35)	1,045.00	0.65	
	Non Public School Nurses-Salaries-FT	01060400-501101	(5,642.20)	5,643.00	0.80	
	Nurses Payout due to retirement				-	
	Public School Nurses-Salaries-FT	01060200-501101	(10,031.44)	10,032.00	0.56	
	Nurses Payout due to retirement				-	
	Recreation - Salaries FT	01080400-501101	(433.96)	434.00	0.04	
	Arts Commission - Salaries PT	01080900-501102	(219.67)	220.00	0.33	
	Sewer-Salaries FT	20100000-501101	(40,511.98)	40,512.00	0.02	
	Payout due to position defunded			64,134.00		
	Left in contingency enough to accrue for the pending contract negotiations					

08-12-02	SUPPLEMENTAL APPROPRIATIONS	ACCOUNT NUMBER		BALANCE BEFORE TRANSFER	AMOUNT OF TRANSFER	BALANCE AFTER TRANSFER
	FISCAL YEAR 2011-2012					
	Supplemental Appropriations from the General Fund					
	Town Council - Legal Notices	01010000-545501		(5,728.70)	5,729.00	0.30
	Purchasing-Legal Notices	01012200-545501		(4,214.32)	4,215.00	0.68
	Employee Benefits - Workers Comp	01013400-511152	*	(535,324.16)	535,325.00	0.84
	Town Hall - Liability, Auto & property Ins	01013800-511160	**	(118,235.57)	118,236.00	0.43
	Zoning Board of Appeals-Legal Notices	01014400-545501		(4,829.34)	4,830.00	0.66
	Police - OT	01022000-501105	***	(89,296.44)	89,297.00	0.56
	PW - Building Mtce - Gas/Oil	01030200-567701	****	(76,280.55)	76,281.00	0.45
	Recycling Center - Contractual	01030500-522204		(17,937.01)	17,938.00	0.99
	Public events-Program Expenses	01080000-522205		(1,448.39)	1,449.00	0.61
				(853,294.48)	853,300.00	
	* Documentation will be supplied at the meeting					
	** Due to settling claims, costs incurred up to the deductible, only budgeted \$100,000, will have some documentation					
	*** Chief will provide explanation					
	**** Storm related, FEMA reimbursement in revenue					

**FIRST AMENDMENT TO COMMUNICATIONS FACILITY
MANAGEMENT AND LEASE AGREEMENT
(BUN 881535)**

THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITY MANAGEMENT AND LEASE AGREEMENT (“Amendment”) is made effective this _____ day of July, 2012, by and between **TOWN OF TRUMBULL**, a Connecticut municipal corporation (“Landlord”), with a mailing address of 5866 Main Street, Trumbull, CT 06611, and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company (“Tenant”), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Landlord and Candid Communications of Trumbull, LLC (“Candid”), entered into a Communications Facility Management and Lease Agreement dated March 21, 2001 (the “Original Lease” and, as assigned and herein amended, the “Lease”), whereby Landlord leased to Candid certain land (together with those certain access, utility and/or maintenance easements and/or rights-of-way granted in the Lease, the “Leased Premises”) described in the Original Lease as an approximately 10,000 square feet portion of property located at 425 Indian Ledge Drive, Trumbull, Fairfield County, Connecticut, as shown on the Tax Map of said town as Tax Map Parcel No. TRUM-000005F-000096; and

WHEREAS, the Leased Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto, as more specifically provided in the Original Lease; and

WHEREAS, the Lease has an original term, including all renewal terms, that will expire on January 31, 2027 (“Original Term”), and Landlord and Tenant now desire to amend the terms of the Lease to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW, THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Lease as follows:

1. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease. The recitals in this Amendment are incorporated herein by this reference.
2. **Term.** Section 4 of the Lease is amended by replacing “four (4) successive five (5) year terms” with “nine (9) successive five (5) year terms” thereby adding five (5) additional five (5) year Extension Terms to the Lease beyond the Original Term, and extending its total term to January 31, 5052, unless sooner terminated as provided in the Lease. Section 5 of the Lease is amended by replacing “forth (4th), five (5) year Extension Term” with “ninth (9th), five (5) year Extension Term.”

3. Town Antennas. Section 30 of the Lease is hereby deleted in its entirety and replaced with the following.

30. Town Antennas. At no cost to Landlord, Tenant shall provide adequate structural capacity and reserve adequate space on the Tower for a maximum of five (5) antennas (the “Municipal Antennas”) for future operation by Landlord or its designated public agency. Four of the Municipal Antennas are designated for placement at the top of the Tower and one of the Municipal Antennas is designated for placement at a Designated Location (defined below). An annotated photograph of the Tower taken in April, 2012 and three pages of technical specifications are attached to this Amendment as **Exhibit A**. Landlord’s right to install and operate the Municipal Antennas is subject to the following conditions: (a) the Municipal Antennas shall not exceed in length, diameter or weight (the “Material Specifications”) the antennas described in the annotated photograph in **Exhibit A**; (b) the Municipal Antennas shall be operated exclusively for Town of Trumbull municipal and public safety purposes; (c) Tenant shall have the right to designate the location on the Tower at which Landlord shall install the fifth Municipal Antenna (shown on **Exhibit A** as “Antenna No. 5”) provided that the location is not less than 110 feet and not more than 170 feet in height from the ground and is otherwise appropriate for municipal and public safety use (the “Designated Location”); (d) Landlord shall not be allowed to assign, sublet, or license, in whole or in part, the rights granted to Landlord under this Paragraph 30; (e) Landlord shall be solely responsible for all costs to install, insure, maintain and obtain all Approvals for the Municipal Antennas; (f) Landlord shall give Tenant at least thirty (30) days’ written notice prior to filing any application for Approval with respect to the Municipal Antennas (an “Installation Notice”); (g) The Installation Notice shall include the technical specifications of the Municipal Antennas that Landlord intends to install and a deadline for Tenant to object, which deadline shall be at least thirty (30) days from the date of delivery of the Installation Notice; (h) The purpose of the Installation Notice shall be to afford Tenant an opportunity to review the technical specifications furnished by Landlord; (i) If, with respect to any proposed Municipal Antenna, the Material Specifications furnished by Landlord exceed the Material Specifications identified in **Exhibit A**, then Tenant may object to the installation of a Municipal Antenna by delivering a written objection to the Landlord prior to the deadline indicated in the Installation Notice; and (j) If Tenant timely objects to the installation of a proposed Municipal Antenna, the Landlord shall not install the proposed Municipal Antenna until the Landlord has

made all adjustments necessary to make the Material Specifications of the proposed Municipal Antenna consistent with the Material Specifications identified in **Exhibit A**. Tenant shall cooperate, but at no cost or expense to Tenant, with Landlord in its effort to obtain such Approvals, including, without limitation, furnishing copies of pre-existing structural and engineering reports and executing such governmental forms and consents as Landlord may require. Tenant shall furnish its cooperation in a timely manner so as not to cause unreasonable delay in Landlord's effort to secure Approvals. All installations and operations in connection with this Paragraph 30 by Landlord shall meet with all applicable laws, rules and regulations whether federal, state and/or local, including, without limitation, the Federal Communications Commission and Federal Aviation Agency. The Municipal Antennas shall not cause interference with pre-existing equipment of Tenant's subtenants or licensees and, in the event such interference exists, Landlord shall be responsible, at its cost and expense, for rectifying the situation or, if the situation cannot be rectified, then Landlord shall cease using the Municipal Antennas.

4. Signing Bonus. Tenant will pay to Landlord a one-time amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) for the full execution of this Amendment within sixty (60) days of the full execution of this Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that this Amendment (and any applicable memorandum of lease) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Landlord.

5. Representations and Warranties of Landlord. Landlord represents and warrants that it is seized of good and sufficient title and interest to the Leased Premises, and has full authority to enter into and execute this Amendment and to perform all of its obligation under this Amendment and the Lease. Landlord further represents that (a) to the best of its knowledge, there are no aspects of title that might interfere with or be adverse to Tenant's interests in and intended use of the Leased Premises, (b) there are no pending or, to the best of Landlord's knowledge, threatened actions in the nature of foreclosure of any mortgage or other lien against the Leased Premises or Landlord's title thereto, and (c) no outstanding defaults exist under the Original Lease on the part of Tenant, and no event or condition has occurred or exists, which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

6. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased Premises is transferred the succeeding Owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action

necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Amendment is hereby amended to be consistent with this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

8. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the Registry/Recorder, at any time following the execution of this Amendment by all parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this First Amendment to Communications Facility Management and Lease Agreement, to be duly executed on the day and year first written above.

Witnesses:

LANDLORD:

TOWN OF TRUMBULL, a Connecticut municipal corporation

By: _____

STATE OF CONNECTICUT :
: ss:
COUNTY OF _____:

On this _____ day of _____, 20____, before me a Notary Public in and for the State of Connecticut, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of the **Town of Trumbull**, a Connecticut municipal corporation, and that he/she as _____, being authorized to do so, executed the foregoing First Amendment to Communications Facility Management and Lease Agreement for the purposes therein contained by voluntarily signing the name of the municipal corporation by him/herself as _____.

WITNESS my hand and seal as such Notary Public the day and year above written.

Notary Public

My Commission Expires: _____

[SEAL]

Witnesses:

Terris Fustin
Welua Daniels

TENANT:

**GLOBAL SIGNAL ACQUISITIONS IV
LLC, a Delaware limited liability
company**

By: Lisa A. Sedgwick

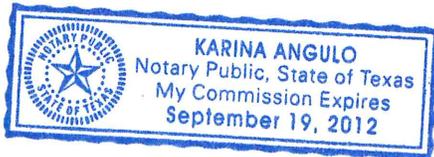
Name: Lisa A. Sedgwick
REI Manager

Title: _____

STATE OF TEXAS :
: SS:
COUNTY OF HARRIS :

On this 7 day of March, 2012, before me a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Lisa A. Sedgwick, to me personally known (or satisfactory proven) to be the person who signed the foregoing instrument and who, acknowledged that he/she is the REI Manager of **Global Signal Acquisitions IV LLC**, a Delaware limited liability company, and that he/she as such REI Manager, being authorized to do so, voluntarily executed the foregoing First Amendment to Lease Agreement for the purposes therein contained by signing the name of the limited liability company by him/herself as such officer.

WITNESS my hand and seal as such Notary Public the day and year above written.



K. Angulo
Notary Public

My Commission Expires: 9-19-2012

[SEAL]

EXHIBIT A
AN ANNOTATED PHOTOGRAPH OF THE TOWER AND THREE PAGES OF
TECHNICAL SPECIFICATIONS FOLLOW



Town Antennas @ 190'
2- HPD2-4.7 Dish antennas
1- DS7C09F36U-D 800 MHz Whip
style 15' antenna for PD
1- DS1F06F36U-D 150 MHz Whip
style 22' antenna for EMS

Antenna No. 5
Location to be Designated
Within Range of 110' to 170'
1-DS1F06F36U-D 150 MHz
Whip style 22' Antenna.

VHF Antennas (150-164 MHz)

Fiberglass Omni

dbSpectra

MODEL	DS1F00C36U-N	DS1F03F36U-N	DS1F06F36U-N
Model with 7/16 DIN	DS1F00C36U-D	DS1F03F36U-D	DS1F06F36U-D
Type	Omni	Omni	Omni

ELECTRICAL SPECIFICATIONS

Frequency Range (MHz)	150-164	150-164	150-164
Bandwidth (MHz)	14	14	14
Power (Watts)	500	500	500
Gain (dBd)	0	3	6
Horizontal Beamwidth (degrees)	360	360	360
Vertical Beamwidth (degrees)	80	30	16
Beam Tilt (degrees)	0	0	0
VSWR	1.5:1	1.5:1	1.5:1
PIM Rated Design	Yes	Yes	Yes

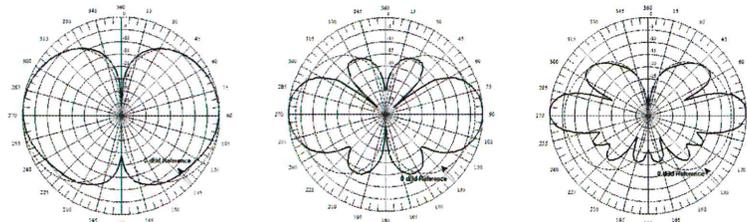
MECHANICAL SPECIFICATIONS

Material/Construction	Brass/Copper	Brass/Copper	Brass/Copper
Input Connector	N(F)	N(F)	N(F)
Temperature Range (degrees)	-30 to +60 C	-30 to +60 C	-30 to +60 C
Flat Plate Area (ft ² /m ²)	0.62 / 0.057	2.1 / 0.195	3.67 / 0.34
Mounting Hardware - included	DSH2V3R	DSH3V3R	DSH3V3N

DIMENSIONS

Length (ft/m)	5.5 / 1.68	12.6 / 3.8	21.9 / 6.7
Radome O.D. (in/cm)	2 / 5.1	3 / 7.62	3 / 7.62
Mast O.D. (in/cm)	2.5 / 6.4	3.2 / 8.13	3.2 / 8.13
Net Weight - without bracket (lb/kg)	14.8 / 6.7	37 / 16.8	60 / 27.2
Shipping Weight (lb/kg)	25 / 11.4	60 / 27.2	70 / 31.7

VERTICAL PATTERN



High Performance Series for 4.4-5.0 GHz Frequencies

Key Features

- High Performance antennas minimize interference as they have more stringent radiation side lobe and front-to-back suppression characteristic
- Lightweight and rugged design
- Easily installed with our superior mounting system included with the antenna
- RF connector: “N” female connector. Some models are available with 7/16 DIN Connector. Please call the factory for availability
- Our industry leading 5-year warranty
- Radome is included
- Single (HP) and Dual (HPD) polarization are available



Antenna Specifications, Electrical (typical)

Model Number	Diameter ft. (m)	Frequency GHz	Gain (dBi)			3dB BW degs	X-Pol Rejection. dB	F/B Ratio dB	VSWR, Max (R.L., dB)	Antenna Weight
			Low	Mid	High					
HP2-4.7	2 (0.6)	4.4-5.0	25.8	26.4	29.6	7.1 deg.	28 dB	48 dB	1.5:1 (14.0)	27 lbs. (12.3 kg)
HP3-4.7	3 (0.9)	4.4-5.0	29.2	29.8	30.3	4.7 deg.	30 dB	52 dB	1.5:1 (14.0)	50 lbs. (22.7 kg)
HP4-4.7	4 (1.2)	4.4-5.0	31.8	32.4	32.9	3.6 deg.	30 dB	54 dB	1.5:1 (14.0)	85 lbs. (38.3 kg)
HP6-4.7	6 (1.8)	4.4-5.0	34.8	35.4	35.3	2.6 deg.	30 dB	57 dB	1.5:1 (14.0)	251 lbs. (113.0 kg)
HP8-4.7	8 (2.4)	4.4-5.0	48.2	38.8	39.3	1.8 deg.	30 dB	61 dB	1.5:1 (14.0)	424 lbs. (194.5 kg)
HPD2-4.7	2 (0.6)	4.4-5.0	25.8	26.4	26.9	7.1 deg.	28 dB	48 dB	1.5:1 (14.0)	27 lbs. (12.3 kg)
HPD3-4.7	3 (0.9)	4.4-5.0	29.2	29.8	30.3	4.7 deg.	30 dB	52 dB	1.5:1 (14.0)	50 lbs. (22.7 kg)
HPD4-4.7	4 (1.2)	4.4-5.0	31.8	32.4	32.9	3.6 deg.	30 dB	54 dB	1.5:1 (14.0)	85 lbs. (38.3 kg)
HPD6-4.7	6 (1.8)	4.4-5.0	34.8	35.4	35.9	2.6 deg.	30 dB	57 dB	1.5:1 (14.0)	251 lbs. (113.0 kg)
HPD8-4.7	8 (2.4)	4.4-5.0	38.2	38.8	39.3	1.8 deg.	30 dB	61 dB	1.5:1 (14.0)	424 lbs. (194.5 kg)

Note: LMR jumpers and Side Struts available from Radio Waves

700-800 MHz Broadband Antennas (746-869 MHz)

Fiberglass Omni

dbSpectra

MODEL	DS7A06F36U-N	DS7A08F36U-N	DS7C09F36U-N	DS7C10F36U-N	DS7E12F36U-N
Model with 7/16 DIN	DS7A06F36U-D	DS7A08F36U-D	DS7C09F36U-D	DS7C10F36U-D	DS7E12F36U-D
Type	Omni	Omni	Omni	Omni	Omni
ELECTRICAL SPECIFICATIONS					
Frequency Range (MHz)	746-869	746-869	764-869	764-869	794-824
Bandwidth (MHz)	123	123	105	105	30
Power (Watts)	500	500	500	500	500
Gain (dBd)	6	8	9	10	12
Horizontal Beamwidth (degrees)	360	360	360	360	360
Vertical Beamwidth (degrees)	16	6	9	6	3
Beam Tilt (degrees)	0	0	0	0	0
VSWR	1.5:1	1.5:1	1.5:1	1.5:1	1.5:1
PIM Rated Design	Yes	Yes	Yes	Yes	Yes
MECHANICAL SPECIFICATIONS					
Material/Construction	Brass/Copper	Brass/Copper	Brass/Copper	Brass/Copper	Brass/Copper
Input Connector	N(F)	N(F)	N(F)	N(F)	N(F)
Temperature Range (degrees)	-30 to +60 C				
Flat Plate Area (ft²/m²)	1.28 / 0.12	2.5 / 0.23	2.5 / 0.23	2.5 / 0.23	3.49 / 0.32
Mounting Hardware - included	DSH2V3R	DSH3V3R	DSH3V3N	DSH3V3N	DSH3V3N
DIMENSIONS					
Length (ft/m)	7.6 / 2.3	10.9 / 3.3	14.5 / 4.4	14.5 / 4.4	24.0 / 7.3
Radome O.D. (in/cm)	3 / 7.62	3 / 7.62	3 / 7.62	3 / 7.62	3 / 7.62
Mast O.D. (in/cm)	3.2 / 8.13	3.2 / 8.13	3.2 / 8.13	3.2 / 8.13	3.2 / 8.13
Net Weight - without bracket (lb/kg)	25 / 11.3	29 / 13.2	37 / 16.8	38 / 17.24	55 / 25
Shipping Weight (lb/kg)	37 / 16.78	39 / 17.7	47 / 21.3	48 / 21.8	65 / 29.5

VERTICAL PATTERN



Specifications are subject to change. Please visit www.dbspectra.com for the latest information on our products, including new product offerings.

LEASE

THIS LEASE, is made as of the _____ day August, 2012, by and between the **CHURCH TAIT, LLC**, having its principal office at 323 North Avenue, Bridgeport, Connecticut ("Landlord"), and the **TOWN OF TRUMBULL**, a Connecticut municipal corporation having its principal office at 5866 Main Street, Trumbull, Connecticut ("Tenant").

WITNESSETH:

1. **LEASE.** Landlord hereby leases to Tenant, and Tenant does hereby hire from Landlord, for the term and upon the conditions hereinafter set forth, the premises known as 579 Churchill Road, Trumbull, Connecticut more particularly described on Schedule A annexed hereto and incorporated by reference herein (the "Premises").

2. **TERM.** The term of this Lease shall be for a period of forty-nine (49) years, commencing on July 1, 2012 and ending on June 30, 2061, unless sooner terminated as hereinafter provided.

3. **BASE RENT.**

A. Tenant agrees and covenants to pay Landlord rent in the amount of \$1.00 per year . The first such installment shall be due and payable on the date of this Lease and every successive installment shall be due and payable on the first day of April of each and every year.

4. **ADDITIONAL RENTAL: TAXES, INSURANCE PREMIUMS, OPERATIONAL EXPENSES, ETC.**

A. During the term of this Lease, Tenant shall, as additional

rent, pay and discharge as and when due and payable without penalty: all real and personal property taxes, duties, assessments, fire, health or sewer district taxes, water and sewer rental charges, and all other charges of a similar nature, and each and every installment thereof, which shall or may during the term be charged, laid, levied, assessed or imposed upon, or become due and payable, or liens, upon or in respect of the Premises, together with all interest and penalties thereon, under or by virtue of any present or future laws, rules, regulations, ordinances, orders, requirements or directions of all governmental authorities whatsoever, and all water rents, water rates and charges for water, steam, heat, gas, oil, hot water, electricity, light and power, or other utilities or services furnished to the Premises, or the occupants thereof during the term hereof. Tenant agrees at all times to indemnify and save Landlord harmless from any charges, interest, penalties, expenses or liability arising from the foregoing, including any attorney's fees which Landlord may incur as a result thereof.

B. Tenant shall have the right to contest or review by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, shall be conducted promptly at its own expense, and free of all expense to Landlord, and, if necessary, in the name of Landlord), any tax, assessment, water or sewer rental charge or other charge aforementioned, upon condition that before instituting any such proceedings, if the contested items shall have become payable and shall have not been paid, Tenant shall furnish to Landlord a surety company bond (the premiums on which shall be paid by Tenant) or other security satisfactory to Landlord, sufficient to cover the amount

of the contested items, with interest and penalties, for the period which such proceedings may reasonably be expected to take, securing the payment of such contested items, interest and penalties, and all costs in connection therewith when and if finally determined. Notwithstanding the furnishing of any such bond or security, Tenant shall pay all such items before the time when the Premises or any part thereof might be forfeited. The legal proceedings herein referred to shall include appropriate appeals from any judgments, decrees or orders and certiorari proceedings and appeals from orders therein, but all such proceedings shall be begun as soon as reasonably possible after the imposition or assessment of any contested items and shall be prosecuted to final adjudication with reasonable dispatch. Landlord shall cooperate with Tenant in instituting and prosecuting any proceedings to such extent as may be necessary. In the event of any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested item and if there shall be any refund with respect thereto, Tenant shall be entitled to the same.

5. **TRIPLE NET LEASE.** This Lease is intended to be a triple net lease. Except as otherwise specifically provided in this Lease, it is the intention of the parties that Landlord shall receive the base rent, reserved free from all taxes, insurance premiums charges, operating expenses, damages and deductions of every description, and that Tenant shall pay all expenses and

damages which, except for the execution and delivery of this Lease, would have been chargeable against the Premises and payable by Landlord.

6. **CONDITION OF PREMISES.** At the commencement of the term, Tenant shall accept the Premises in its existing condition. No representation, statement or warranty, expressed or implied, has been made by or on behalf of Landlord as to such present or future condition.

7. **USE OF PREMISES.** Tenant shall use and occupy the Premises only as a tourist and visitor center for the Pequonnock River Valley and a museum for the 1989 Trumbull Little League World Series Champions.. The Tenant understands and agrees that the use of the premises is strictly limited to the foregoing and is an integral part of this Lease.

8. **ASSIGNMENT; SUBLETTING.** Tenant shall not have the right to assign this Lease or to sublease the Premises or any part thereof, or grant any concession or license within the Premises without the written consent of Landlord at Landlord's sole discretion. Any attempt to do any of the foregoing shall be void and shall constitute a default hereunder.

9. **ALTERATIONS.** Tenant shall be required, at its own cost and expense, to rehabilitate the property in accordance with the attached Schedule B which shall be completed within two (2) years from the date of this Lease. Tenant shall have the right to make, at its own cost and expense, modernizations, changes, improvements, additions, installations and renovations in the Premises. Tenant must obtain the prior written consent of Landlord before making any alteration aforesaid, which consent shall not be unreasonably withheld.

10. **INSURANCE.**

A. At all times during the term of this Lease Tenant shall keep all buildings upon the Premises insured against loss or damage by fire and other standard casualties in an amount equal to the full replacement value with a company licensed to do business in the State of Connecticut .

B. Tenant shall, at its own sole cost and expense, provide public liability insurance written by such company or companies, authorized and licensed to do business in the State of Connecticut, as Tenant may select, with the approval of Landlord, which will protect Landlord against all liability in amounts approved by Landlord. All of the aforesaid insurance shall be effected under valid enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of Connecticut and shall also name Landlord as an insured party as their interests may appear. Upon the execution of this Lease an original certificate signed by the insurer which said certificate contains a provision that the policy shall not be cancelled except upon thirty (30) days prior written notice to Landlord shall be delivered to Landlord. At least ten (10) days prior to the expiration date of any policy an original renewal certificate for such insurance shall be delivered to Landlord, and, upon written request of Landlord Tenant shall supply satisfactory evidence of payment of the premium on such policy. A cancelled check certified to be in payment of the particular policy premium in question or a signed letter from an insurance company or broker acknowledging proper payment shall be deemed satisfactory evidence of payment. To the extent reasonably obtainable, all such policies shall contain

agreements by the insurers that (i) any loss shall be payable to Landlord notwithstanding any act or negligence of Tenant which might otherwise result in forfeiture of said insurance, (ii) such policies shall not be cancelled except upon thirty (30) days' prior written notice to each named insured and loss payee and (iii) the coverage afforded thereby shall not be affected by the performance of any work in or about the Premises.

C. If by reason of the conduct upon the Premises of a business not herein permitted, or if by reason of the improper or careless conduct of any business upon or use of the Premises, the casualty insurance rate shall at any time be higher than it otherwise would be, then Tenant will reimburse Landlord as additional rent hereunder, for that part of all such insurance premiums hereafter paid out by Landlord which shall have been charged because of the conduct of such business not so permitted, or because of the improper or careless conduct of any business upon or use of the Premises, and will make such reimbursement upon the first day of the month following the expiration date of this Lease, as above specified. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make up" of rate for the building on the Premises, purporting to have been issued by a body making fire insurance rates for the Premises, shall be prima facie evidence of the facts therein stated and of the several items and charges included in the fire insurance rate then applicable to the Premises.

11. **FIRE OR CASUALTY.**

A. If the Premises are totally damaged or are rendered wholly

untenantable by fire or other cause, or are partially damaged, Tenant shall be required to promptly rebuild and restore the Premises to the condition existing immediately preceding said damage.

B. The Tenant hereby releases the Landlord from any and all liability or responsibility for any loss or damage to property of the Tenant or anyone claiming through or under the Tenant, caused by fire or any of the extended coverage, additional extended coverage or supplementary contract casualties.

C. Tenant shall have the right to carry fire insurance covering all property of Tenant and all interior movable fixtures and equipment installed by it in the Premises, any loss payable under such insurance being payable directly to Tenant. Tenant agrees that Landlord shall not be liable for any damage to, or be required (under any provision of this Lease or otherwise) to repair, restore or replace any such property in the Premises or be liable to Tenant for damage arising from rain or snow or from the bursting, overflowing or leakage of water, steam or gas pipes or defect in the lighting system or from any act or neglect of any other tenant or occupant in Landlord's building.

12. **USE AND MAINTENANCE.**

A. Tenant further covenants that it will at all times use the Premises in a safe, careful, proper, clean and prudent manner, and that it will not violate any lawful statutes, ordinances, rules, orders, regulations and requirements of the Federal, state, county and municipal governments and any and all of their departments and bureaus affecting the Premises and the use

thereof and the walks and driveways adjoining the same, and that it will not suffer or permit any unlawful use of, or any unlawful occupation, trade or business to be conducted in or upon the Premises.

B. Tenant shall at all times herein, at its sole expense and in a manner acceptable to Landlord, keep the Premises free and clear of rubbish and maintain the Premises including all buildings, equipment and systems located therein or thereon in good condition, and making all necessary repairs and replacements. All signs placed anywhere upon the building or grounds appurtenant to the building including the method of affixing the same, shall be first approved by Landlord in writing, which approval shall not be unreasonably withheld. The Tenant agrees, at its sole cost and expense and with the approval of Landlord, to erect a sign which recognizes the donation of the Landlord. The Landlord shall retain the right to name the building which recognizes the donation of the Landlord.

C. All improvements to the Premises, whether temporary or permanent, made by Tenant except furniture and moveable trade fixtures installed at the expense of Tenant, shall be the property of Landlord and be surrendered at the termination of the Lease to Landlord without compensation to Tenant.

13. **WASTE.** Tenant shall commit no waste or damage to the Premises, nor suffer the same to be committed thereon, and at the termination of this Lease shall quit and surrender the Premises to Landlord in substantially the

same condition as when the improvements described in Schedule B have been completed.

14. **INDEMNITY.** Tenant shall indemnify and save harmless Landlord from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind and nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority, arising out of any accident, injury or damage which shall happen in, upon or about the Premises or appurtenances, however occurring (except injury or damage caused by Landlord or his agents), or for any matter or thing growing out of Tenant's occupation, maintenance, repair, alteration, use operation of the Premises or appurtenances during the term of this Lease. Landlord agrees to provide Tenant with written notice and the opportunity to defend against any claims for which he seeks indemnification.

15. **ADDITIONAL RENTALS.** All taxes, costs and expenses which Tenant assumes or agrees to pay hereunder shall be deemed to be additional rent, and in the event of non-payment thereof Landlord shall have all rights and remedies herein provided for in the case of non-payment of rent or breach of a condition.

16. **DEFAULTS.**

A. In the event that the rent or any other amount of money herein agreed to be paid by Tenant shall remain unpaid for a period of thirty (30) days after the same becomes due or in the event that Tenant shall have at any time be in default in the observance or performance of any of the other

covenants, agreements, terms, provisions and conditions assumed or imposed on it hereunder for a period of fifteen (15) days after notice to Tenant of such default, then Landlord shall be entitled at his election, to exercise concurrently or successively any one or more or all of the following rights and remedies:

1. To pay any sum required to be paid by Tenant under the terms of this Lease to anyone other than Landlord and to perform any obligation required to be performed by Tenant under the terms of this Lease for the account of the Tenant, and the amount paid by Landlord, with interest thereon at the rate of twelve percent (12%) per annum and all expenses connected therewith, shall be repaid by Tenant to Landlord on demand. For this purpose, any receipt of the party to whom said payment shall have been made shall be conclusive evidence against Tenant that the amount of such payment was paid.

2. To enjoin any breach or threatened breach by Tenant of any covenant, agreement, term, provision and condition thereof.

3. To bring suit for the collection of the rents or other amounts for which Tenant may be in default or for the performance or damages therefore (Tenant hereby agreeing to pay all costs for collection, including reasonable attorney's fees) and to have a receiver appointed to receive and collect all rents and amounts due from subtenants or other occupants, without entering into possession or terminating or voiding this Lease.

4. To re-enter the Premises by summary process

proceedings or otherwise and take possession thereof without thereby terminating this Lease, and thereupon Landlord may expel all persons and remove all property therefrom without becoming liable to prosecution therefore.

It is agreed that the commencement and prosecution of any action by the Landlord in forcible entry and detainer, ejectment, or otherwise, or the appointment of a receiver or any execution of any decree obtained in any action to recover possession of the Premises or any re-entry, shall not be construed as an election to terminate this Lease unless this Lease be expressly terminated, and any such re-entry or entry by Landlord, whether had or taken under summary process proceedings or otherwise shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease.

5. To terminate this Lease, re-enter the Premises, and Take possession thereof, wholly discharged from this Lease.

B. In the event Landlord shall elect to terminate this Lease as aforesaid, all rights and obligations of Tenant and of its successors and assigns under this Lease shall cease and terminate except that Landlord shall have and retain full right to sue for and collect all rents and other amounts for the payment of which Tenant shall then be in default, including damages to Landlord by reason of such breach, which shall have accrued up to the term of Landlord's re-entry, and Tenant shall surrender and deliver up to Landlord the entire Premises together with all improvements and additions thereto, and upon any default by Tenant in so doing Landlord shall have the right to recover possession by

summary proceedings or otherwise, and to obtain a receiver and other ancillary relief, including reasonable use and occupancy payments during the pendency of any proceeding, in such action, and again to have and enjoy said Premises fully and completely as if this Lease had never been made.

C. The rights and remedies granted to Landlord herein, and any other rights or remedies which Landlord may have, either in law or in equity, are cumulative and not exclusive of the other, and the fact that Landlord may have brought suit and recovered judgment for rent or other sums or for damages, or that Landlord may have re-entered without termination, shall not impair Landlord's right thereafter to terminate this Lease nor Landlord's right thereafter to exercise any other remedy or remedies herein granted or available to it at law or in equity. Failure to exercise any right or remedy, whether expressly granted herein or available to Landlord at law or in equity upon any default by Tenant shall not be construed as a waiver of the right to exercise the same upon any succeeding default.

17. **GOVERNMENTAL REGULATIONS.** Tenant shall, at its sole cost and expense, promptly comply with and conform to all present and future statutes, ordinances, orders, regulations and requirements of the Federal, state and local governments that are applicable to the Premises, and shall save Landlord harmless from all fines, penalties and costs for violation of or noncompliance with the same.

18. **LIENS.** Tenant shall have no power to do any act or make any

contract which may create or be foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Landlord, or if any interest of Landlord in the Premises or in the buildings or improvements thereof, it being agreed that should Tenant cause any improvements, alterations or repairs to be made to the Premises or material furnished thereto; but all such improvements, alterations and repairs, and material labor, shall be made, furnished and performed at Tenant's expense, and Tenant shall not be solely and wholly responsible to contractors, laborers and materialmen for furnishing labor and material thereto. If any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises or any buildings or improvements thereon, or against Landlord (whether or not such lien, charge or order is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after the date of filing thereof, and Tenant shall indemnify and save harmless Landlord from and against all losses, claims and damages, including reasonable counsel fees, resulting therefrom.

19. **WAIVERS.** The failure of Landlord to insist on strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not constitute a waiver or relinquishment of any such rights with respect to subsequent defaults, but the same shall be and remain in full force and effect.

20. **RIGHT OF ENTRY.** Landlord and duly authorized agents of

Landlord shall have the right to enter the Premises for inspection purposes, for the purposes of showing the Premises to prospective purchasers or mortgages, (during the last six months prior to the expiration of the Lease), or for any other reasonable requirements of Landlord.

21. **AMENDMENT.** This Lease may be amended at any time by mutual agreement of the parties hereto by an endorsement or amendment to this Lease signed by both Landlord and Tenant.

22. **BENEFIT.** This Lease and the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns. The Landlord shall have the right to assign all of his rights and obligations hereunder without the consent of the Tenant.

23. **APPLICABLE LAW.** The parties hereto understand, intend, agree and declare that this Lease in all its parts, including the making, consideration, execution and construction hereof, and the remedies with respect to any breach or breaches thereof, is to be governed by the laws of the State of Connecticut.

24. **COUNTERPARTS.** This Lease may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. **SEVERABILITY.** If any provision of this Lease shall be deemed unenforceable or invalid, this Lease shall be construed as if such provision was not contained in this Lease, except to the extent that performance of such remaining provisions is rendered impossible or impracticable.

26. **ENTIRETY OF AGREEMENT.** This Lease contains the entire agreement between the parties. All representations relating to the Premises and to this Lease are contained herein. This Lease cannot be modified or amended except by a written agreement between the parties affected by any such modification or amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

In the presence of:

WITNESSES

LANDLORD:
CHURCH TAIT, LLC

By: _____
Print Name: _____
Title: _____

TENANT:
TOWN OF TRUMBULL

By: _____
Print Name: _____
Title: _____

SCHEDULE A

DESCRIPTION OF PREMISES

(attached hereto)

SCHEDULE "A"

**Legal Description for
579 Church Hill Road
Trumbull, Connecticut**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND with the buildings thereon, situated in the Town of Trumbull, County of Fairfield and State of Connecticut, shown on a certain map on file or to be filed in the Trumbull Town Clerk's Office, entitled "Map showing land of Estate of Alice M. French, Trumbull, Conn., January 7, 1969," certified substantially correct by Raymond A. MacMath, R.L.S., and further bounded and described as follows:

- NORTHERLY:** By land now or formerly of Estate of Alice M. French, 110.40 feet;
- EASTERLY:** by Old Tait Road, 248 feet, more or less;
- SOUTHWESTERLY:** by Church Hill Road, 107.30 feet;
- WESTERLY:** by Church Hill Road, 68.05 feet;
- SOUTHERLY:** by land of Town of Trumbull, 58.6 feet;
- WESTERLY AGAIN:** by land of Town of Trumbull, 98.48 feet, more or less.

by Tait's Mill Road, also known as Tait Road, also known as Old Tait Road and also known as right-of-way

SAID PREMISES ARE SUBJECT TO:

- (1) Building lines, if any, laws, both state and federal, and municipal ordinances and/or regulations, all zoning and building regulations and restrictions including inland/wetland regulations and flood plain regulations as the same might apply provided the same are not now violated by said Premises, and existing building or improvements.
- (2) Real Estate taxes, Fire District taxes, Sewer Use charges and Water use charges hereafter becoming due and payable, which the Grantee assumes and agrees to pay as part of the consideration hereof.
- (3) Easement in favor of Town of Trumbull dated March 16, 1995 and recorded in Volume 862 at Page 7 of the Trumbull Land Records.

TRUMBULL MUNICIPAL CODE

That Section 14-11 of the Trumbull Municipal Code is hereby amended to read as follows:

Chapter 14: Offenses & Miscellaneous Provisions
Sec. 14-11. - Blight prevention.

- § 14-11(1). **Statutory authority; Purpose.**
- § 14-11(2). **Definitions.**
- § 14-11(3). **Prohibition of blighted premises.**
- § 14-11(4). **Determination of violation.**
- § 14-11(5). **Right to a hearing.**
- § 14-11(6). **Penalties for offenses.**
- § 14-11(7). **Willful violations; New owner extension.**
- § 14-11(8). **Superior Court judgment/appeal.**
- § 14-11(9). **Recording of lien.**
- § 14-11(10). **Municipal performance.**
- § 14-11(11). **Exemptions for pending special permit or site plan.**
- § 14-11(12). **Governmental Immunity/Disclaimer.**
- § 14-11(13). **Severability.**
- § 14-11(14). **Effective Date.**

(1) *Statutory authority; Purpose.*

(a) This Blight Prevention Ordinance is enacted pursuant to Section 7-148(c) (7) (H) (xv) of the Municipal Powers Act of the State of Connecticut General Statutes and seeks to encourage rehabilitation of blighted premises.

(b) This ordinance prohibits any owner(s), or occupant(s) of real property located in the Town of Trumbull from allowing, creating, maintaining or causing the creation or maintenance of a blighted premises. This ordinance also establishes penalties for violations of this section.

(2) *Definitions.* For purposes of this ordinance, the following words, terms and phrases shall have the following meanings ascribed to them in this section:

Blighted premises: Real property, including any building or structure located thereon, which is and continues to be in a state of disrepair, has blighted conditions, or is becoming dilapidated.

Blight Prevention Officer: The Blight Prevention Officer shall be a Town official designated by the First Selectman.

Building or structure: An edifice of any kind or any piece of work artificially built or composed of parts joined together in some form which is built or constructed on any real property. The words "building" and "structure" shall be construed as if followed by the words "or parts thereof." Accessory buildings or structures, canopies, awnings, marquees and each and every type of portable equipment shall be considered "a building" or "a structure" within the meaning of this definition.

Ordinance: For the purposes of this Section 14-11, "ordinance" shall refer to this Blight Prevention Ordinance.

State of disrepair, has blighted conditions, or is becoming dilapidated: In a physically deteriorating condition which, if left unabated, would cause an unsafe or unsanitary condition or a nuisance to the general public which may be evidenced by one or more of the following conditions:

- (a) Multiple missing, broken or boarded up windows and/or doors;
- (b) Collapsing or missing walls or roof;
- (c) Seriously damaged or missing siding;
- (d) Fire, smoke, or water damage;
- (e) Infestation by rodents or other pests;
- (f) Excessive amounts of garbage or trash on the property;
- (g) Inoperative or unregistered motor vehicles or inoperative boats parked, kept or stored on the premises unless garaged on the premises;
- (h) Commercial parking lots left in a state of disrepair or abandoned;
- (i) Vacant buildings or structures left unsecured or unguarded against unauthorized entry;

- (j) Overgrown brush and/or overgrown grass or weeds of at least one foot in height, excluding ornamental grass as part of a landscaped property;
- (k) Graffiti;
- (l) Any other evidence that reasonably demonstrates that a property has or may cause an unsafe or unsanitary condition or a nuisance to the general public.

Town: For the purposes of this ordinance “Town” shall refer to the Town of Trumbull, Connecticut.

(3) ***Prohibition of blighted premises.*** No owner(s), or occupant(s) of real property located in the Town shall allow, create, maintain or cause to be created or maintained a blighted premises.

(4) ***Determination of violation.***

- (a) As a result of an observation by the Blight Prevention Officer and/or upon receipt of a written complaint, signed by the complainant, the Blight Prevention Officer shall make an investigation.
- (b) If after investigation, the Blight Prevention Officer determines that a violation exists, the Blight Prevention Officer shall serve written notice to the owner(s) of the real property as well as to the occupant(s) of the real property where the violation occurred. The notice may be hand-delivered or mailed by certified mail to the last known address of (i) the owner(s) and (ii) the occupant(s) of the real property. The date of hand-delivery or the date the certified letter is delivered, shall be the commencement date for the purposes of remediation of violation(s).
- (c) Said notice shall state the violations and the conditions evidencing such violations and notice shall require the person to whom it is delivered to remedy such violations within thirty (30) days. Notice shall specify:
 - 1. The nature of the violation and the amount of the fines, penalties, costs or fees which are due or may be due pursuant to subsection (6) hereof;

2. The right of said person to contest liability before a Citation Hearing Officer by delivering in person or by mail written notice within ten (10) days of the date thereof;
3. That an assessment and judgment shall be entered against him if said person fails to provide said written notice to contest; and
4. That such judgment may be issued without further notice.

(d) If after thirty (30) days no timely request for a hearing has been made and the violation has not been remedied, then the Blight Prevention Officer shall serve a citation in the same manner prescribed as the initial violation notice as set forth in subsection 4(b) of this ordinance. The date of hand-delivery or the date the certified letter is delivered, shall be the commencement date for purposes of the daily civil penalty as set forth in subsection (6) or (7) of this ordinance.

(e) Prior to serving a citation or assessing civil penalty(ies) under this ordinance, the Blight Prevention Officer may give special consideration to property owner(s) or occupant(s) who is(are) disabled, elderly, or low income who cannot maintain a reasonable level of upkeep of the real property at which they reside. In such circumstances, the Blight Prevention Officer may allow the property owner(s) or occupant(s) a reasonable amount of time to remedy the violation, the duration of which shall be in the discretion of the Blight Prevention Officer but shall not exceed six (6) months from the hearing date or from the date of the notice of violation where a hearing is not requested. In order to exercise discretion, the Blight Prevention Officer shall require either testimony or a written affidavit from each affected property owner or occupant (if they are truly unable to appear in person for a hearing) attesting that no person resides at the real property who can perform the necessary maintenance, yard work, and the like to remedy the violation and the property owner(s) or occupant(s) is(are) unable to afford to hire the services of a third-party contractor to perform the remedial services.

1. A property owner or occupant shall be considered disabled if he/she has a mental or physical disability as defined under the American with Disabilities Act of 1990 [ADA] including the changes made by the ADA Amendments Act of 2008.

2. A property owner or occupant shall be considered elderly if he/she is over the age of sixty five (65) years old.
3. A property owner or occupant shall be considered low income if his/her household gross annual income for the previous calendar year was equal to or less than one hundred fifty percent (150%) of the poverty line, according to the poverty line guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

(5) ***Right to a hearing.*** The property owner(s) and/or occupant(s) issued a notice of a violation and/or a citation may request a hearing within ten (10) calendar days of the initial violation notice and/or within ten (10) calendar days of the citation. Such request must be made in writing and must be delivered to the Blight Prevention Officer. Such hearing shall be conducted in accordance with the provisions of Connecticut General Statutes, section 7-152c(e) and shall be heard by a Citation Hearing Officer appointed by the First Selectman.

(6) ***Penalties for offenses.*** Violations of the provisions of this section shall be punishable by a civil penalty of one hundred dollars (\$100.00) per day for each day a violation continues to exist. The date the citation was served shall be the commencement date for said one hundred-dollar civil penalty.

(7) ***Willful violations; New owner extension.***

- (a) Except as provided in subsection (b) of this subsection 7, any person who, after written notice and a reasonable opportunity to remediate blighted conditions, willfully violates any regulation, code or statute concerning the prevention and remediation of housing blight shall be fined by the state not more than two hundred fifty dollars (\$250.00) for each day which it can be shown, based on actual inspection of the property on each day, that the blighted conditions continued to exist after written notice to the owner(s) or occupant(s) as provided in this Section 14-11 of the Trumbull Code, and the expiration of thirty days, as provided in subsection 4(c) and subsection 4(d) of this ordinance, provided to remediate the blighted conditions.

(b) Any person who is a new owner or new occupant shall, upon request, be granted a thirty-day extension of the notice and opportunity to remediate provided pursuant to subsection (a) of this section. For purposes of this section, “new owner” means any person or entity who has taken title to a property within thirty days of the notice, and “new occupant” means any person who has taken occupancy of a property within thirty days of the notice.

(8) ***Superior Court judgment/appeal.*** The failure to pay the civil penalty(ies) assessed by the Citation Hearing Officer may result in a Superior Court judgment as provided in Connecticut General Statutes, Section 7-152c(f). The decision of the Citation Hearing Officer may be appealed to the Superior Court as provided in Connecticut General Statutes, section 7-152c (g) by any person against whom a decision has been made.

(9) ***Recording of lien.*** Any unpaid civil penalty(ies) imposed herein and any and all costs incurred by the Town for the enforcement of this section shall constitute a lien upon the real property against which the civil penalty(ies) was(were) imposed from the date of such civil penalty(ies), as in accordance with Connecticut General Statutes, section 7-148aa. Each such lien shall be continued, recorded and released in accordance with Connecticut General Statutes, section 7-148aa. Each such lien shall take precedence over all other liens filed after July 1, 1997, and encumbrances except taxes and may be enforced in the same manner as property tax liens.

(10) ***Municipal Performance.*** In the event any owner(s), or occupant(s) of the real property located in the Town fails to remediate or correct, any violation under this section, within a reasonable opportunity of fifteen (15) days after the issuance of a citation as prescribed in subsection (4) (d) of this ordinance, the Town, acting through its Blight Prevention Officer, may cause or take such action as is necessary to correct such violation. The Town may designate agents to enter the property during reasonable hours for the purpose of remediating blighted conditions, although neither the municipality nor its designated agents may enter any dwelling house or structure on such property, without the express consent of such owner(s), and/or occupant(s) of such property or by an order issued by a court of competent jurisdiction authorizing the Town’s agents to enter the property. The owner(s), and/or occupant(s) shall be responsible for payment of all costs and expenses incurred by the Town for remediating the blighted conditions.

(11) ***Exemptions for pending special permit or site plan.*** Any blighted premises for which a special permit or site plan application for improvements to the blighted premises is pending shall be exempt from the provisions of this chapter for a period of not more than 120 days from the date of submittal of a complete application to the Town Planning and Zoning Commission.

(12) ***Governmental Immunity and Disclaimer.*** The provisions of this ordinance do not create a contract, duty or obligation, either expressed, special or implied, upon the Town of Trumbull, its departments, officers, agents, servants and/or employees and the doctrine of governmental immunity is fully retained by the Town of Trumbull, its departments, officers, agents, servants and/or employees. Further, the Town of Trumbull, its departments, officers, agents, servants and/or employees have not and do not intend to create any type of special relationship by the enactment of this ordinance and/or application of the terms and provisions set forth herein.

(13) ***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.

(14) ***Effective date.*** The effective date of this amended Ordinance shall be October 1, 2012.

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- (b) Collapsing or missing walls or roof;
- (c) Seriously damaged or missing siding;
- (d) Fire, smoke, or water damage;
- (e) Infestation by rodents or other pests;
- (f) Excessive amounts of garbage or trash on the property;
- (g) Inoperative or unregistered motor vehicles or inoperative boats parked, kept or stored on the premises unless garaged on the premises;
- (h) Commercial parking lots left in a state of disrepair or abandoned;
- (i) Vacant buildings or structures left unsecured or unguarded against unauthorized entry;

- (j) Overgrown brush and/or overgrown grass or weeds of at least one foot in height, excluding ornamental grass as part of a landscaped property;
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 3. That an assessment and judgment shall be entered against him if said person fails to provide said written notice to contest; and
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- (d) If after thirty (30) days no timely request for a hearing has been made and the violation has not been remedied, then the Blight Prevention Officer shall serve a citation in the same manner prescribed as the initial violation notice as set forth in subsection 4(b) of this ordinance. The date of hand-delivery or the date the certified letter is delivered, shall be the commencement date for purposes of the daily civil penalty as set forth in subsection (6) or (7) of this ordinance.
- (e) Prior to serving a citation or assessing civil penalty(ies) under this ordinance, the Blight Prevention Officer may give special consideration to property owner(s) or occupant(s) who is(are) disabled, elderly, or low income who cannot maintain a reasonable level of upkeep of the real property at which they reside. In such circumstances, the Blight Prevention Officer may allow the property owner(s) or occupant(s) a reasonable amount of time to remedy the violation, the duration of which shall be in the discretion of the Blight Prevention Officer but shall not exceed six (6) months from the hearing date or from the date of the notice of violation where a hearing is not requested. In order to exercise discretion, the Blight Prevention Officer shall require either testimony or a written affidavit from each affected property owner or occupant (if they are truly unable to appear in person for a hearing) attesting that no person resides at the real property who can perform the necessary maintenance, yard work, and the like to remedy the violation and the property owner(s) or occupant(s) is(are) unable to afford to hire the services of a third-party contractor to perform the remedial services.
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American with Disabilities Act of 1990 [ADA] including the changes made by the ADA Amendments Act of 2008.

2. A property owner or occupant shall be considered elderly if he/she is over the age of sixty five (65) years old.
3. A property owner or occupant shall be considered low income if his/her household gross annual income for the previous calendar year was equal to or less than one hundred fifty percent (150%) of the **poverty line**, according to the **poverty line** guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

(5) ***Right to a hearing.*** The property owner(s) and/or occupant(s) issued a notice of a violation and/or a citation may request a hearing within ten (10) calendar days of the initial violation notice and/or within ten (10) calendar days of the citation. Such request must be made in writing and must be delivered to the Blight Prevention Officer. Such hearing shall be conducted in accordance with the provisions of Connecticut General Statutes, section 7-152c(e) and shall be heard by a Citation Hearing Officer appointed by the First Selectman.

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- (a) Except as provided in subsection (b) of this subsection 7, any person who, after written notice and a reasonable opportunity to remediate blighted conditions, willfully violates any regulation, code or statute concerning the prevention and remediation of housing blight shall be fined by the state not more than two hundred fifty dollars (\$250.00) for each day which it can be shown, based on actual inspection of the property on each day,

that the blighted conditions continued to exist after written notice to the owner(s) or occupant(s) as provided in this Section 14-11 of the Trumbull Code, and the expiration of thirty days, as provided in subsection 4(c) and subsection 4(d) of this ordinance, provided to remediate the blighted conditions.

(b) Any person who is a new owner or new occupant shall, upon request, be granted a thirty-day extension of the notice and opportunity to remediate provided pursuant to subsection (a) of this section. For purposes of this section, “new owner” means any person or entity who has taken title to a property within thirty days of the notice, and “new occupant” means any person who has taken occupancy of a property within thirty days of the notice.

(8) ***Superior Court judgment/appeal.*** The failure to pay the civil penalty(ies) assessed by the Citation Hearing Officer may result in a Superior Court judgment as provided in Connecticut General Statutes, Section 7-152c(f). The decision of the Citation Hearing Officer may be appealed to the Superior Court as provided in Connecticut General Statutes, section 7-152c (g) by any person against whom a decision has been made.

(9) ***Recording of lien.*** Any unpaid civil penalty(ies) imposed herein and any and all costs incurred by the Town for the enforcement of this section shall constitute a lien upon the real property against which the civil penalty(ies) was(were) imposed from the date of such civil penalty(ies), as in accordance with Connecticut General Statutes, section 7-148aa. Each such lien shall be continued, recorded and released in accordance with Connecticut General Statutes, section 7-148aa. Each such lien shall take precedence over all other liens filed after July 1, 1997, and encumbrances except taxes and may be enforced in the same manner as property tax liens.

(10) ***Municipal Performance.*** In the event any owner(s), or occupant(s) of the real property located in the Town fails to remediate or correct, any violation under this section, within a reasonable opportunity of fifteen (15) days after the issuance of a citation as prescribed in subsection (4) (d) of this ordinance, the Town, acting through its Blight Prevention Officer, may cause or take such action as is necessary to correct such violation. The Town may designate agents to enter the property during reasonable hours for the purpose of remediating blighted

conditions, although neither the municipality nor its designated agents may enter any dwelling house or structure on such property, without the express consent of such owner(s), and/or occupant(s) of such property or by an order issued by a court of competent jurisdiction authorizing the Town's agents to enter the property. The owner(s), and/or occupant(s) shall be responsible for payment of all costs and expenses incurred by the Town for remediating the blighted conditions.

(11) ***Exemptions for pending special permit or site plan.*** Any blighted premises for which a special permit or site plan application for improvements to the blighted premises is pending shall be exempt from the provisions of this chapter for a period of not more than 120 days from the date of submittal of a complete application to the Town Planning and Zoning Commission.

(12) ***Governmental Immunity and Disclaimer.*** The provisions of this ordinance do not create a contract, duty or obligation, either expressed, special or implied, upon the Town of Trumbull, its departments, officers, agents, servants and/or employees and the doctrine of governmental immunity is fully retained by the Town of Trumbull, its departments, officers, agents, servants and/or employees. Further, the Town of Trumbull, its departments, officers, agents, servants and/or employees have not and do not intend to create any type of special relationship by the enactment of this ordinance and/or application of the terms and provisions set forth herein.

(13) ***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.

(14) ***Effective date.*** The effective date of this amended Ordinance shall be October 1, 2012.