

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

TOWN HALL  
Trumbull

TELEPHONE  
(203) 452-5005



AGENDA No .717

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

DATE: December 17, 2013  
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 special meeting Tuesday, December 17, 2013 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

- 
1. RESOLUTION TC25-01: To consider and act upon a resolution which would authorize First Selectman Timothy M. Herbst to sign and execute on behalf of the Town of Trumbull the Greater Bridgeport Regional Solid Waste Interlocal agreement. (PW)
  2. RESOLUTION TC25-02: To consider and act upon a resolution which would appropriate \$199,950 from the General Fund to Technology-Capital Outlay 01012600-581888. (Finance)
  3. RESOLUTION TC25-03: To consider and act upon a resolution entitled "RESOLUTION APPROPRIATING \$2,900,000 FOR TRUMBULL POLICE DEPARTMENT IMPROVEMENTS (2013) AND AUTHORIZING THE ISSUE OF \$2,900,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE." (amendments to up to \$4.55 million bonds may be considered) (Finance)
  4. RESOLUTION TC25-04: To consider and act upon a resolution which would approve the request of the Board of Education for the Department of Public Works to maintain and care for school buildings and grounds. (PW)

VI ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO  
Carl A. Massaro, Jr., Chairman  
Trumbull Town Council

## RESOLUTIONS

1. RESOLUTION TC25-01: BE IT RESOLVED, That First Selectman Timothy M. Herbst is hereby authorized to sign and execute on behalf of the Town of Trumbull the Greater Bridgeport Regional Solid Waste Interlocal agreement.
2. RESOLUTION TC25-02: BE IT RESOLVED, \$199,950 is hereby appropriated from the General Fund to Technology-Capital Outlay 01012600-581888.
3. RESOLUTION TC25-03: “RESOLUTION APPROPRIATING \$2,900,000 FOR TRUMBULL POLICE DEPARTMENT IMPROVEMENTS (2013) AND AUTHORIZING THE ISSUE OF \$2,900,000 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 TC25-04: BE IT RESOLVED, That the request of the Board of Education for the Department of Public Works to maintain and care for school buildings and grounds is hereby approved.

RESOLUTION APPROPRIATING \$2,900,000 FOR  
TRUMBULL POLICE DEPARTMENT IMPROVEMENTS  
(2013) AND AUTHORIZING THE ISSUE OF \$2,900,000  
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 \$2,900,000 is appropriated for the planning, design and preparation of bid specifications for the Town of Trumbull Police Department Improvements (2013), consisting of: (i) building renovation, including a new dispatch center, space realignment and reuse, work stations, and a new telephone system; and (ii) the purchase of radio system upgrade and enhancements including a new radio system, consoles, antennas, and mobile radios, technology and computer hardware, and for appurtenances, equipment and services related thereto or for so much thereof or such additional improvements as may be accomplished within said appropriation, and for administrative, advertising, printing, legal and financing costs to the extent paid therefrom. Said appropriation shall be in addition to grant funding and all prior appropriations for said purpose.

Section 2. To meet said appropriation \$2,900,000 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 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 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, Attorneys-at-law, Bond Counsel 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, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and will be paid from property taxation to the extent not paid from other sources. 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 approved by the Town Officials.

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, Attorneys-at-law, Bond Counsel 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, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and will be paid from property taxation to the extent not paid from other sources. 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 resolution.

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.

**AS AMENDED**

RESOLUTION APPROPRIATING \$4,550,000 FOR  
TRUMBULL POLICE DEPARTMENT IMPROVEMENTS  
(2013) AND AUTHORIZING THE ISSUE OF \$4,550,000  
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 \$4,550,000 is appropriated for the planning, acquisition and construction of Town of Trumbull Police Department Improvements (2013), consisting of: (i) radio system upgrade and enhancements including a new radio system, consoles, antennas, and mobile radios; (ii) building renovation, including a new dispatch center, space realignment and reuse, work stations, and a new telephone system; (iii) technology and computer hardware, and for appurtenances, equipment and services related thereto or for so much thereof or such additional improvements as may be accomplished within said appropriation, and for administrative, advertising, printing, legal and financing costs to the extent paid therefrom. Said appropriation shall be in addition to grant funding and all prior appropriations for said purpose.

Section 2. To meet said appropriation \$4,550,000 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 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 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, Attorneys-at-law, Bond Counsel 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, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and will be paid from property taxation to the extent not paid from other

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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.

## RE: RE: Town Council agenda

FROM Glenn C. Bynes

From Glenn C. Bynes

To 'Jesse Jablon'

- Maria Pires'
- mmastroni@att.net

- **1 Attachment**
- 66KB
- Save to
  
- pdf

Bond request document Radio project November 2013.pdf

66KB

Jesse and Maria:

If you refer to my original document attached, this is what I understand was changed with last night's approval vote by the Board. The radio portion was approved without the contingency amount, and the renovation portion was only approved for final design plus obtaining a quote for the work. We will have to appear again next Spring for additional funds prior to beginning any construction. The Board did not like the idea of using the architect's estimates.

1. Radio System/ Motorola ~~2,885,658~~ 2,618,658  
Electrical services 50,000  
Other service transfers 25,000
2. Building Renovation ~~1,517,213~~ 200,000 (for design detail and construction quote)
3. Technology ~~53,425~~

Total 2,900,000

**There is another issue** regarding the next approval vote from the Town Council. I understand that this project is expected to be heard at the January TC meeting, however we will be exceeding our "valid" date on the Motorola proposal, and the company would like to finalize the agreement before the end of this year.

The proposal/ quote was received in April of this year and the pricing summary clearly states that it is **valid until November 20, 2013**. The Motorola rep informed me today that the pricing (\$2.6M above) includes promotions of about \$109,000, and they are willing to extend the validity until **December 13**. I presume they were predicting that the TC vote

would be made at the December meeting. Apparently, it is important for Motorola to commence this project inside the calendar year. I don't know if we risk losing anything more than the stated promotions, or if the quote is subject to change, but I would imagine that is possible.

I'm not sure what our options are on this, but I'd like meet to discuss it further as your earliest convenience.

Glenn Byrnes

203-452-3850

**From:** Jesse Jablon [mailto:[jjablon@trumbull-ct.gov](mailto:jjablon@trumbull-ct.gov)]

**Sent:** Friday, November 15, 2013 6:24 PM

**To:** Maria Pires; [mmastroni@att.net](mailto:mmastroni@att.net)

**Cc:** Glenn Byrnes

**Subject:** RE: RE: town Council agenda

Glenn

When you have time please update us on the items below.

Thanks and have a great weekend!



POLICE DEPARTMENT  
**Town of Trumbull**  
158 Edison Road  
Trumbull, CT 06611  
(203) 261-3665 Fax (203) 452-5162



## **Police Department Radio System Upgrade and Building Renovation**

November 2013

<b>Total Project Cost</b>	<b>\$ 4,456,296</b>
1. Radio System Upgrade and Enhancement	2,885,658
Provides for the upgrade of the existing radio system to a four site digital simulcast operation, with upgrades and additions to the existing transmit and receive sites. New system will include enhancements for the dispatch consoles, repeaters, receivers, and antennas, as well as mobile and portable units.	
Also includes:	
Electrical work at headquarters and antenna sites	50,000
Other service transfers to temporary dispatch location	25,000
Project contingency (10% of hard costs)	192,000
2. Building Renovation	1,517,213
Architectural design and construction of new dispatch center and renovation of adjoining offices. Also the repurposing of the existing fire dispatch center, which is located within the police building. Includes upgrade costs for CCTV system, HVAC, electrical work, and other utilities, as well as overall project management.	
3. Technology and Computer Hardware	53,425
Provides computer hardware for four (4) dispatch workstations, Communications Director, and front lobby service window work area. Also includes large screen displays, small business machines, and upgrades for <i>AudioLog</i> recording unit for all radio channels and telephone lines.	

**Subject to Modification and Approval**

**BOARD OF FINANCE  
MINUTES  
NOVEMBER 14, 2013**

**CALL TO ORDER**

Chairman Hammers called the Board of Finance meeting to order at 7:00 p.m. at the Town Hall, Trumbull, Connecticut. All those present joined in the Pledge of Allegiance.

**PUBLIC COMMENT**

There was no public comment.

**ATTENDANCE**

**Present**

Elaine Hammers, Chairman  
Andrew Palo  
Steve Lupien  
Paul Lavoie  
Tom Tesoro (arrived at 7:20)  
Cindy Penkoff, Alternate  
Susan LaFrance, Alternate  
Vincent DeGennaro, Alternate  
Dave Rutigliano

**Absent**

**Also present:**

First Selectman, Timothy M. Herbst; Maria Pires, Finance Director; Jim Henderson, Internal Auditor; Joseph Laucella, EMS Director; John Ponzio, Treasurer; Chief Thomas Kiely; Deputy Chief Michael Harry; Deputy Chief Jack Burns; Jack Testani, Chairman – Police Commission; Joseph Laucella – Chief Trumbull EMS; Michael DelVecchio – Trumbull EMS Commission; John Plotkin, Jr., Chief – Nichols Fire Dept.; Doug Bogen, Chief – Long Hill Fire Dept.; Eric Levine, Chief – Trumbull Center Fire Dept.

The Chair indicated that Mr. DeGennaro would be voting for Mr. Tesoro in his absence.

**TOWN TREASURER'S REPORT – John Ponzio**

Mr. Ponzio presented his report and noted the following:

- Cash balance of 64.5 million; nice growth; October was a good collection month.
- Interest year to date is \$107,000 an increase of 3% from last year this time.
- \$39,000 interest payment coming up on Bond in the first week of December and a 1.7 million dollar payment of principal and interest coming up in the middle of January.
- TD Bank – we realized a 5 bp increase from 25 to 30 that represents \$20,000 on an annual basis.
- Purchased a CD at 50 bps last month.
- On advice of Bond Counsel, we segregated all interest and proceeds from Bonds and Notes into a STIF ( Short Term Investment Fund) – \$3.7 million from last Bond sale, leaving us no exposure to the IRS rule that we cannot earn more than the cost of borrowing.
- Contributions made to Pension Fund: \$1.1 million to the Town and \$440,000 to the Police.
- We are currently pursuing \$1.7 to \$2.3 million in THS reimbursement. These are funds that are in dispute with the state and not the last of what we will be pursuing.

## BONDING RESOLUTION

11-13-01	To consider and act upon a resolution entitled:  RESOLUTION APPROPRIATING \$4,550,000 FOR TRUMBULL POLICE DEPARTMENT IMPROVEMENTS (2013) AND AUTHORIZING THE ISSUE OF \$4,550,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATIONS AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE
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Mr. Lavoie moved, seconded by Mr. Lupien to read the title and Section 1 of the \$4,550,000 Trumbull Police Department Improvements (2013) Bond Resolution in its entirety and to waive the reading of the remainder of the resolution, incorporating its full text into the minutes of this meeting.

RESOLUTION APPROPRIATING \$4,550,000 FOR TRUMBULL POLICE DEPARTMENT IMPROVEMENTS (2013) AND AUTHORIZING THE ISSUE OF \$4,550,000 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 \$4,550,000 is appropriated for the planning, acquisition and construction of Town of Trumbull Police Department Improvements (2013), consisting of: (i) radio system upgrade and enhancements including a new radio system, consoles, antennas, and mobile radios; (ii) building renovation, including a new dispatch center, space realignment and reuse, work stations, and a new telephone system; (iii) technology and computer hardware, and for appurtenances, equipment and services related thereto or for so much thereof or such additional improvements as may be accomplished within said appropriation, and for administrative, advertising, printing, legal and financing costs to the extent paid therefrom. Said appropriation shall be in addition to grant funding and all prior appropriations for said purpose.

Vote: 6 – 0 motion carries

First Selectman Timothy M. Herbst spoke to the Board of Finance regarding the Bond Resolution that he feels is of paramount importance for the public safety of the residents of Trumbull.

- This is a significant amount of money being requested. We all have a good idea of what it is needed for our emergency services and we know that these needs are not being met effectively
- Our 911 calls need to be met effectively and in a timely fashion. What we learned from the tragedy at Sandy Hook is that minutes do count.
- The Fire District outsources dispatching, which costs them approximately \$600,000 per year. We need to look at how these funds that are not used for outsourcing will be reallocated towards the consolidation of our emergency dispatch system and the ensuing debt reduction.
- A commission within the State of Connecticut has been developed to study the process of consolidation within each town and hopes to implement it over the next five (5) years. Therefore, if we invest in our town now by consolidating our dispatching system for our three emergency services, we will be in the position to be a host community, generating income from surrounding towns, once the State mandates that all towns consolidate their dispatching services.
- We need to look at the technical aspects of upgrading the radio system along with the need to make capital improvements to the building to assist in implementing a more effective emergency dispatch system as well as meeting the requirements for an effective Emergency Operations Center.

Chief Kiely spoke, reiterating the need for a radio system upgrade and building renovations, and referenced the following during a slide presentation:

- We are requesting an upgrade to our existing radio system, not a new system. We have not looked into purchasing a new system; most of the upgrade will be new and Motorola is state-of-the-art.
- Our communication center was established in 1981.
- We currently have a 16 year old analog radio system with one tower.
- We only have 2 places for dispatchers to sit and we have no expansion capability in the communication center. We are grandfathered in at present; however, if we make renovations we need to meet current statutes.
- We are looking to increase the area coverage available by going to digital radio signal. Currently we do not have good coverage and the new system will have better coverage.
- Our system is obsolete and replacement parts are no longer being made; we rely on used parts and their availability. We are upgrading an existing Motorola system.
- With only 2 seats available, it is very difficult to cover a major emergency.
- The Emergency Center has had no improvements in 33 years and is going to need a rebuild, as follows:
  - 4 stations and wrap-around screens for easier monitoring and work stations.
  - New telephone system with direct dial capability.
  - Updated computers and records management.
  - Monitoring video feeds, i.e., we will be able pick up the THS Admin building at the BOE and be able to scan the rooms as police are searching for an intruder.
  - New furniture-desks, chairs, file cabinets, cubicles.
  - Heating/air conditioning HVAC.
  - Must be able to lock down the Communications area; need a communications supervisor.
  - Need a break room.
  - Sergeant's office and evidence office in use 24/7.
  - Accessible restrooms; unisex and handicap
  - Records room and storage.
  - New fingerprinting area. The finger printing room will be moved and the area reallocated.
  - Kitchen area – stove, refrigerator, table and chairs.
  - Interview room – must have new one by January 1, 2014; need to video all interviews and confessions; grant funds are paying for all video equipment.
  - Fire dispatch is moving out during the renovations to temporary location and will move back once completed.
  - EMS System can be brought in to the dispatch center.
  - The Fire Department can't be out until February 2014 and there is no guarantee that they will be coming back; there is no firm agreement in place.

Mr. Lavoie indicated that the improvements are absolutely necessary for the safety of the residents but how do we want to pay for it, since some of the items cannot be put in to a 20 year bond, i.e., technology. What he is going to be looking for is the most effective way to pay for this.

The Chair expressed concern with the \$1.5 million for the renovations and the stability of the costs we have been given.

Mr. Lavoie asked if the \$2.68 million proposal "was not to exceed cost" and was told yes, the \$2.68 million is firm.

Mrs. Penkoff indicated that \$525,000 in soft costs should not be in a bond, and went on to add that she felt that some of the costs were very inflated.

Mr. Lavoie indicated that we are not being given 3 bids to review; we are being asked to approve the bond and then go out for bids.

The Chair added that once we do that the estimates will come in at what we approved. She went on to add that we want to approve the bond and amend it once we have the costs.

Recess called at 8:45 p.m. Meeting reconvened at 9:07 p.m.

Mr. Lavoie moved, seconded by Mr. Palo, to amend our motion to the following language:

RESOLUTION APPROPRIATING \$2,900,000 FOR TRUMBULL POLICE DEPARTMENT IMPROVEMENTS (2013) AND AUTHORIZING THE ISSUE OF \$2,900,000 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 \$2,900,000 is appropriated for the planning, design and preparation of bid specifications for the Town of Trumbull Police Department Improvements (2013), consisting of: (i) building renovation, including a new dispatch center, space realignment and reuse, work stations, and a new telephone system; and (ii) the purchase of radio system upgrade and enhancements including a new radio system, consoles, antennas, and mobile radios, technology and computer hardware, and for appurtenances, equipment and services related thereto or for so much thereof or such additional improvements as may be accomplished within said appropriation, and for administrative, advertising, printing, legal and financing costs to the extent paid therefrom. Said appropriation shall be in addition to grant funding and all prior appropriations for said purpose.

Vote: 4 – 2 motion carries (against: Tesoro – Lupien)

The Chair asked that the Police Department get started with the \$2.9 million and then come back to the Board after the following occur:

- Get plans formalized; we need blueprints so you can go out to bid.
- We will have a special meeting if needed.
- We need solid numbers when you come back to us.

All those in favor of the Bond Resolution of \$2,900,000 as follows:

	AYES	NAYS
Mr. Tesoro	x	
Mr. Lupien	x	
Mr. Palo	x	
Mrs. Hammers	x	
Mr. Rutigliano	x	
Mr. Lavoie	x	

VOTE: 6-0 motion carries

Mr. Lavoie asked that when Chief Kiely comes back to us once the estimates are received that the Fire Department also return with their commitment to a combined dispatch center and how we will fund all of this.

**FISCAL YEAR 2013-2014 SUPPLEMENTAL APPROPRIATION**

11-13-02	William Chin Director of Information Technology	FROM: General Fund	\$ 199,950
		TO: Capital Outlay #01012600-581888	199,950
		Information Technology upgrades	

Mr. Lavoie moved, seconded by Mr. Tesoro, to transfer \$199,950 from the General Fund to Capital Outlay #01012600-581888 for Information Technology upgrades.

Mr. Chin indicated that these items were initially put into the budget and moved to a bond and he is now seeking a supplemental:

- Core switch
- Switch upgrade
- Exchange server upgrade
- UPS
- Cogent systems live scan

Mr. Chin indicated that he arrived at the \$199,000 using MSRP,

Mr. Tesoro moved, seconded by Mr. Palo, to table the motion until we get the discounted prices.

Vote: 6-0 motion carries

The Chair indicated that he should come back to the Board with hard prices, but he is really in need.

The Chair suggested that we reconsider due the urgency.

Mr. Palo moved, seconded by Mr. Tesoro, to reconsider the motion.

Vote: 5-1 motion carries (against: Lupien)

Mr. Rutigliano indicated that we were being inconsistent by asking the Police Department to come back with better figures, and now we are going to reconsider for Mr. Chin.

Mr. Tesoro went on to add that if we had done this originally at budget time when Mr. Chin presented the hard figures we would be finished by now.

The Chair indicated that we can deduct a percentage of the cost from the items that were quoted at MSRP and \$4,00 was the agreed upon figure.

Mr. Palo moved, seconded by Mr. Tesoro, to amend the amount to \$195,000.

Vote: 6-0 motion carries

Vote to approve \$195,000: 3-3 motion fails (against: Lupien, Tesoro, Rutigliano)

**FISCAL YEAR END 2013-2014 TRANSFER**

11-13-03	Michael Harry Deputy Chief	FROM: Full Time Salary 01022000-501101  TO: Part Time Salary 01022000-501102  Salary for part time Fleet Manager/Mechanic	\$ 3,132  3,132
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Mr. Lavoie moved, seconded by Mr. Lupien, to transfer \$3,132 from Full Time Salary 01022000-501101 to Part Time Salary 01022000-501102 to cover salary for part time Fleet Manager/Mechanic. Deputy Chief Harry indicated that the turnaround time for police vehicles by the town garage is slow given the amount of work at the town garage. The position would include the following duties:

- Take car off the road
- Prepare ticket
- Perform preventive maintenance, and if out of range, send out to a third party.

He went on to add that the rest of the funding was coming from the salary budget for an officer that is out on leave.

Vote: 3-3 motion fails (against: Hammers, Lavoie, Rutigliano)

**INTERNAL AUDITORS REPORT – Jim Henderson**  
Report tabled; waiting for BOE input.

**DISCUSSION ITEMS**

- Year-to-Date Budget to Actual Report – Mrs. Pires indicated that the encumbered amounts were to cover the terms of contracts.
- Fund Balance Report FY 2013 – There were no questions.
- Trumbull Day – Mrs. Pires indicated that the bills are paid and the vendors are paid. She went on to add that we needed to use an outside agency in clean up since the field needed to be repaired.

**APPROVAL OF MINUTES – September 12, 2013**

Mr. Lavoie moved, seconded by Mr. Tesoro, to approve the minutes from the September 12, 2013 meeting as presented.

Chairman Hammers moved, seconded by Mr. Palo, to approve the minutes as amended, indicating Mr. DeGennaro was absent.

Chairman Hammers indicated that Mrs. LaFrance and Mrs. Penkoff would be voting on the Approval of the Amended minutes.

Vote: 6-0

**ADJOURNMENT**

By unanimous consent, the meeting was adjourned at 9:40 p.m.

Respectfully submitted

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Phyllis C. Collier – Board of Finance Clerk

**TOWN OF TRUMBULL  
NOTICE OF MEETING  
BOARD OF FINANCE**

**DATE:** November 14, 2013  
**TIME:** 7:00 P.M.  
**PLACE:** Council Chambers

**AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

**TOWN TREASURER'S REPORT** – John Ponzio (to follow)

**BONDING RESOLUTION**

11-13-01	<p>To consider and act upon a resolution entitled:</p> <p><b>RESOLUTION APPROPRIATING \$4,550,000 FOR TRUMBULL POLICE DEPARTMENT IMPROVEMENTS (2013) AND AUTHORIZING THE ISSUE OF \$4,550,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATIONS AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE</b></p>
----------	--

**FISCAL YEAR 2013-2014 SUPPLEMENTAL APPROPRIATION**

11-13-02	<p>William Chin Director of Information Technology</p>	<p><b>FROM: General Fund</b></p> <p><b>TO: Capital Outlay</b> #01012600-581888</p> <p>Information Technology upgrades</p>	<p><b>\$ 199,950</b></p> <p><b>199,950</b></p>
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TOWN OF TRUMBULL  
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 14-Nov-13  
AGENDA: 11-13-01  
AMOUNT: \$4,550,000

2013-2014

(A) APPROPRIATION [ ] FROM: ACCOUNT NO.  
ACCOUNT NAME

(B) TRANSFER [ ] TO: ACCOUNT NO.  
ACCOUNT NAME

(C) BOND RESOLUTION [x]

(D) SUMMARY OF REQUEST: To consider and act upon a resolution entitled:

RESOLUTION APPROPRIATING \$4,550,000 FOR TRUMBULL POLICE  
DEPARTMENT IMPROVEMENTS (2013) AND AUTHORIZING THE ISSUE OF  
\$4,550,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATIONS AND  
PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY  
BORROWINGS FOR SUCH PURPOSE

(E) REQUESTED BY: Chief Thomas Kiely; D/C Michael Harry

(F) SUPPORTING DATA: SEE ATTACHED.

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

  
TIMOTHY M. HERBST, FIRST SELECTMAN

(H) BOARD OF FINANCE ACTION:

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

RESOLUTION APPROPRIATING \$4,550,000 FOR  
TRUMBULL POLICE DEPARTMENT IMPROVEMENTS  
(2013) AND AUTHORIZING THE ISSUE OF \$4,550,000  
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 \$4,550,000 is appropriated for the planning, acquisition and construction of Town of Trumbull Police Department Improvements (2013), consisting of: (i) radio system upgrade and enhancements including a new radio system, consoles, antennas, and mobile radios; (ii) building renovation, including a new dispatch center, space realignment and reuse, work stations, and a new telephone system; (iii) technology and computer hardware, and for appurtenances, equipment and services related thereto or for so much thereof or such additional improvements as may be accomplished within said appropriation, and for administrative, advertising, printing, legal and financing costs to the extent paid therefrom. Said appropriation shall be in addition to grant funding and all prior appropriations for said purpose.

Section 2. To meet said appropriation \$4,550,000 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 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 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, Attorneys-at-law, Bond Counsel 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, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and will be paid from property taxation to the extent not paid from other sources. 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 approved by the Town Officials.

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, Attorneys-at-law, Bond Counsel 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, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon and will be paid from property taxation to the extent not paid from other sources. 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 I 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 resolution.

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.



POLICE DEPARTMENT  
**Town of Trumbull**  
158 Edison Road  
Trumbull, CT 06611  
(203) 261-3665 Fax (203) 452-5162



## **Police Department Radio System Upgrade and Building Renovation**

November 2013

<b>Total Project Cost</b>	<b>\$ 4,456,296</b>
1. Radio System Upgrade and Enhancement	2,885,658
Provides for the upgrade of the existing radio system to a four site digital simulcast operation, with upgrades and additions to the existing transmit and receive sites. New system will include enhancements for the dispatch consoles, repeaters, receivers, and antennas, as well as mobile and portable units.	
Also includes:	
Electrical work at headquarters and antenna sites	50,000
Other service transfers to temporary dispatch location	25,000
Project contingency (10% of hard costs)	192,000
2. Building Renovation	1,517,213
Architectural design and construction of new dispatch center and renovation of adjoining offices. Also the repurposing of the existing fire dispatch center, which is located within the police building. Includes upgrade costs for CCTV system, HVAC, electrical work, and other utilities, as well as overall project management.	
3. Technology and Computer Hardware	53,425
Provides computer hardware for four (4) dispatch workstations, Communications Director, and front lobby service window work area. Also includes large screen displays, small business machines, and upgrades for <i>AudioLog</i> recording unit for all radio channels and telephone lines.	



Motorola Solutions, Inc.  
5 Paragon Drive, Suite 200  
Montvale, NJ 07645

Telephone: +1 201.949.5500  
Fax: +1 201.949.5799

May 6, 2013

### Executive Summary Town of Trumbull Radio Communications System Upgrade

Motorola has provided the Town of Trumbull Police Department a proposal for a Police Radio Communications Upgrade. This upgrade is essential to the Police Departments Radio Communications. The majority of the current system is 16 years old, and the equipment is unreliable, no longer supported, and cannot be repaired. The current system design and radio coverage is no longer adequate for the expanding growth and development of Trumbull. The current system does not provide adequate police radio coverage to various areas, especially outbound transmissions from dispatch and the repeater. There is now technology available that enhances both outbound and inbound radio coverage. Simulcast and Digital are 2 technologies that improve radio coverage, audio quality, encryption quality, and channel management. Simulcast technology has been successfully deployed in 25 cities and towns in CT, and P25 Digital offers interoperability with other Public Safety agencies. Motorola's proposal will provide the Trumbull Police Department with a radio solution that enhances the safety of their officers and public safety of the citizens of Trumbull.

The proposed system replaces the existing infrastructure equipment including dispatch console, repeaters, receivers, antenna systems, comparators. Also being replaced are the existing analog mobiles and portables that are not digital capable. The mobiles and portables that are digital capable will be flash upgraded for digital operation and encryption. The proposed system design calls for a 4 site Digital Simulcast System replacing the single site analog system, and 4 Digital receiver sites replacing the analog receivers. Point to Point technology will be used at the sites that have acceptable paths. The proposed system technology and components will include:

Components	Price
• Motorola MCC7500 4 position IP Dispatch Console and MCC7100 single position portable Console.	\$ 484,493
• Motorola 8000 series Repeaters, Receivers, Comparators, and site Gateway equipment required for the 8 sites. All required antenna systems, includes outdoor cabinet for Monitor Hill and Nichols Water tank.	\$ 775,506
• TRAK 9100 redundant GPS Time Standard equipment for Simulcast Technology.	\$ 123,099
• Point to Point Links. Cambium PTP600 4.9 GHz Site Links. For sites with acceptable Path Analysis.	\$ 122,158
• Bi Directional Amplifier for Trumbull Shopping Park.	\$ 12,278
• New Digital APX6000 Portables and APX7000 Dual Band Mobiles with Integrated Voice and Data and GPS. Upgrade existing XTS2500 Portables and XTL2500 Mobiles for Digital Operation and Encryption	\$ 402,401
• Installation, Template Development, Programming, System Optimization, Engineering, Project Management, Coverage Testing, Training.	\$698,723
<b>Total Project Cost</b>	<b>\$2,618,658</b>



**MOTOROLA SOLUTIONS**

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Motorola Solutions, Inc.  
5 Paragon Drive, Suite 200  
Montvale, NJ 07645

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Fax: +1 201.949.5799

Please refer to the Radio Communications System Upgrade proposal dated April 25, 2013 for details. If you have any questions, please contact Bob Prince, Motorola Senior Account Manager, at (203) 799-1450 or Dennis Vieira, Motorola Manufacturers Representative, at (203) 568-6935.

# RADIO SYSTEM DESCRIPTION

Motorola is proposing a solution for the Trumbull Police Department ("Trumbull Police") that consists of an 800 MHz digital simulcast conventional public safety radio system solution comprised of four (4) transmit and receive sites and four (4) receive-only sites. In addition to the core radio system Motorola is proposing a Cambium PTP600 4.9 GHz PTP Transport system and CTI MCM system for comparator display and system monitoring.

A description of the features, benefits, system architecture, and hardware components are provided in this system description.

Motorola has taken great care to propose an offering that will provide Trumbull Police with a radio solution that meets their needs.

## 2.1 CONVENTIONAL SYSTEM

### 2.1.1 Overview

Conventional systems have been, and continue to be, the most popular type of two-way radio system in existence. Conventional systems range from analog, voice-only communications over a confined area (single-site), to region-wide (wide-area) integrated voice and data networks with digital signaling, voting, multicast, and simulcast broadcasting.

In response to Trumbull Police's communications requirements, Motorola has chosen our 800MHz Conventional platform. Motorola's conventional radio systems provide benefits including:

- Effective radio channel management
- Fast and reliable communications protocol
- A network designed to serve Trumbull Police's coverage needs

The system provides one voice channel and includes the following RF sites:

- Trumbull PD – Transmit and Receive
- Marriott – Transmit and Receive
- Monitor Hill – Transmit and Receive
- Daniels Farm Fire Station – Transmit and Receive
- Trumbull Center Fire Station – Receive Only
- Nichols Water Tank – Receive Only
- Ambulatory Surgical Center – Receive Only
- Scinto – Receive Only

The channel will operate at TX 857.2625 and RX 812.2625. No other collocated in band channels were identified at any of the RF sites at the time of this proposal. If additional in band channels are collocated at any of the RF sites, a frequency study would need to be performed and the RF design reviewed for each relevant site. Extra cost and delays may be induced if any changes are deemed required per the analysis results, that would be the responsibility of the customer.

In addition to the infrastructure equipment, Motorola is proposing the following new subscribers:

- 81 APX 6000 model 2.5 dual display portables (conventional)
- 2 multi charger units
- 24 extra portable batteries
- 28 APX 7500 dual band mobiles (conventional)
- 2 APX 7500 dual band mobile for motorcycles
- Software upgrades for 76 existing subscribers

## 2.1.2 Features and Benefits

Traditionally, conventional systems have been a basic radio system that provide “talk and listen” capability. Today’s conventional systems offer many capabilities beyond basic talk and listen. A conventional system will provide Trumbull Police with benefits including:

- **An Economical Solution** – Conventional systems are an affordable solution for many customers, especially when channel congestion and channel management are of a lesser concern.
- **Ease of Expansion** – Conventional systems expand easily by simply adding more sites.
- **Ease of Migration** – Motorola has always designed systems with expandability and future migration in mind. With Motorola’s FLASHport capability, many major system upgrades can be handled without replacing hardware.

In addition, today’s conventional systems can offer Trumbull Police increased spectrum efficiency via narrow band technology, encryption for privacy, and compliance to Association of Public Safety Communications Officials (APCO) 25 standards. Many users start with a simple system and upgrade or migrate to feature laden radio systems.

## 2.2 SYSTEM DESIGN

Conventional systems have several design considerations based on Trumbull Police’s coverage and operational needs. This section discusses the different architecture, modes, and options available to a conventional system.

### 2.2.1 Architecture

Direct radio frequency (RF) communication – relying solely on the transmitter output power of a portable or mobile radio – is not always enough to successfully network a fleet of field radios throughout a system coverage area. When coverage over a large area or in a building is required, an infrastructure must be added to complete the network.

Conventional systems vary in both size and sophistication. Systems are often configured as single-site or multi-site depending on the coverage or “talk range” that is desired. A basic conventional system consists of a GTR8000 repeater or base station. The system can be expanded to increase system wide coverage by adding equipment to make it a standalone multi-site, voting, simulcast or multi-cast system.

#### 2.2.1.1 Single Site

The basic conventional configuration is the single-site system. A single-site system contains either one base station or one repeater, and operates over the distance that the transmitter covers. When a system mobile or portable radio is within range of the station, they are able to communicate to dispatch or other mobile/portable users.

Single-site systems provide excellent service in a small geographical area.

### 2.2.1.2 Multi-Site

When a single site transmitter does not provide the coverage needed in a conventional system, a multi-site solution is the answer. A multi-site system contains multiple sites throughout Trumbull Police's service area, extending radio coverage beyond that of a single-site system.

The basic multi-site configuration is simply standalone base stations or repeaters located at different sites throughout the user's coverage area. As users move through the expanded coverage area of a standalone configuration, they need to know the coverage footprint of each station, and manually select their channel. In a standalone configuration, only the receiving base station retransmits the signal. Thus, only the subscribers listening to this channel will hear the communication.

Standalone multi-site works well in systems where specific user groups have specific coverage areas, and do not typically roam throughout the system.

Different system designs and methods such as voting, simulcast, and multi-cast can be applied to the multi-site system to extend radio range and ease subscriber radio operations.

#### Voting

Receiver voting system topologies are used when a single transmitter provides sufficient outbound coverage, but a single receiver does not provide sufficient inbound coverage for subscriber transmissions. To provide balanced coverage, multiple satellite receivers are added to cover "dead spots" created by buildings, foliage, valleys, or hills.

Since the receivers operate on the same frequency, it is possible that a field radio may simultaneously hit multiple sites when transmitting. To ensure that the best audio from these satellite receivers is processed, a voting comparator compares and selects the best signal. This signal is then forwarded to the transmitter for rebroadcast to the subscriber units, as well as the console for dispatcher monitoring.

#### Simulcast

When a wide geographical area requires communications throughout the system, simulcast provides a solution. Simulcast is the simultaneous broadcast of the same voice or message from multiple transmitter sites on the same frequency. Simulcast was developed by Motorola to meet the needs of users who were outgrowing their single-site radio systems. These systems provide consistent communications throughout a large city, metropolitan area, county, or even country.

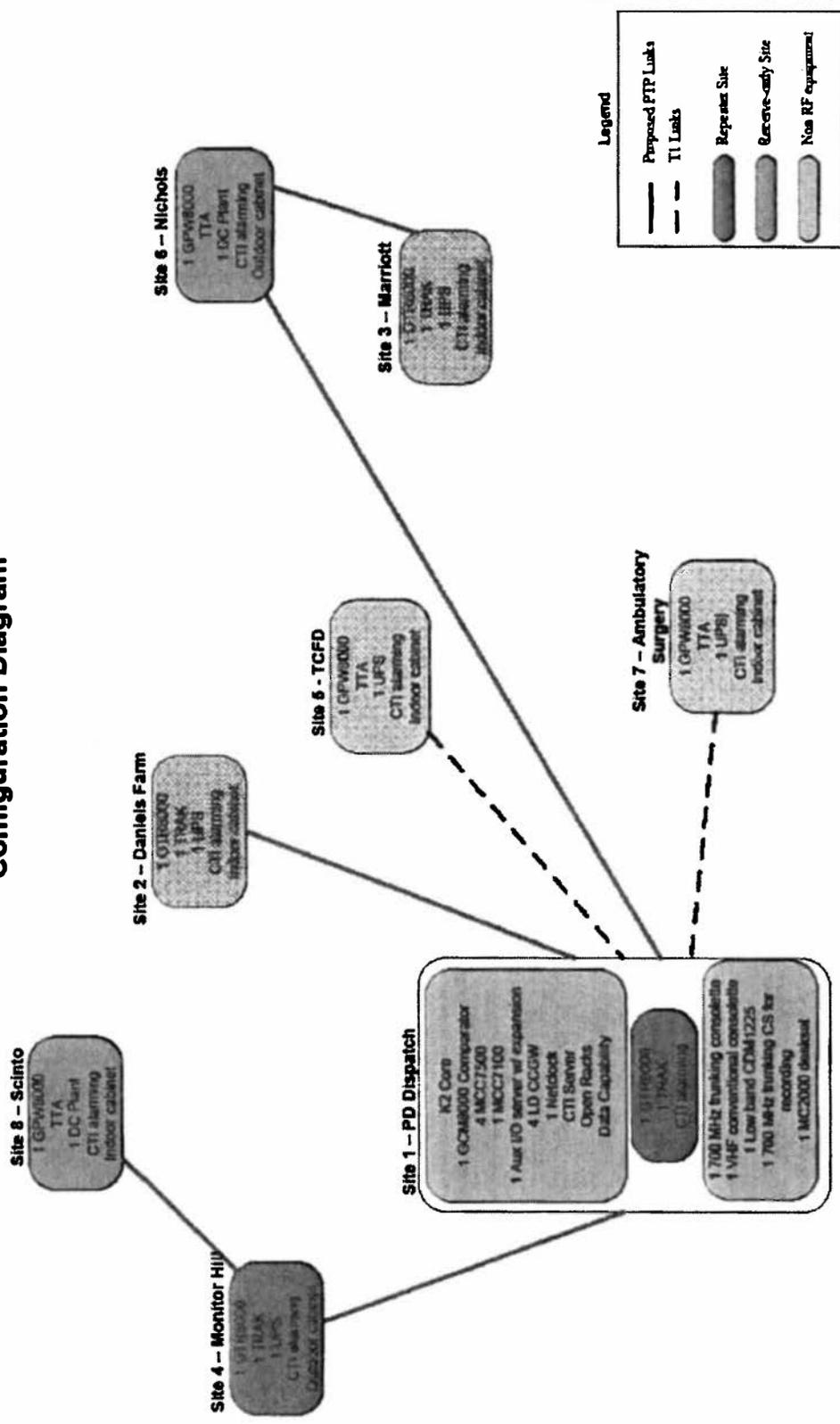
Simulcast systems are a frequency efficient and user-friendly technique of providing wide-area coverage. Simulcast offers the following advantages:

- **Larger Coverage Area** – One radio site may not provide the coverage necessary for the application in question. Simulcast expands the coverage area by expanding the number of radio sites. A simulcast system delivers continuous coverage throughout a large geographic area.
- **Efficient Use of Frequencies** — Adding sites typically requires more frequencies. In a simulcast system, the same frequencies are reused at every site in the system. This makes very efficient use of the available spectrum.
- **Simple Radio Operation** — Field units must be easy to use. Because the simulcast architecture operates like a single-site system, operations are simplified and radios are easy to use.

The conventional system proposed for Trumbull Police is an ASTRO Digital, Conventional, Voted, Simulcast system.



# Trumbull PD - Site Configuration Diagram



### Legend

- Proposed FTP Links
- - - T1 Links
- Repeat Site
- Receive-ready Site
- Non RF equipment

# Trumbull PD System Coverage Comparison

## Current System

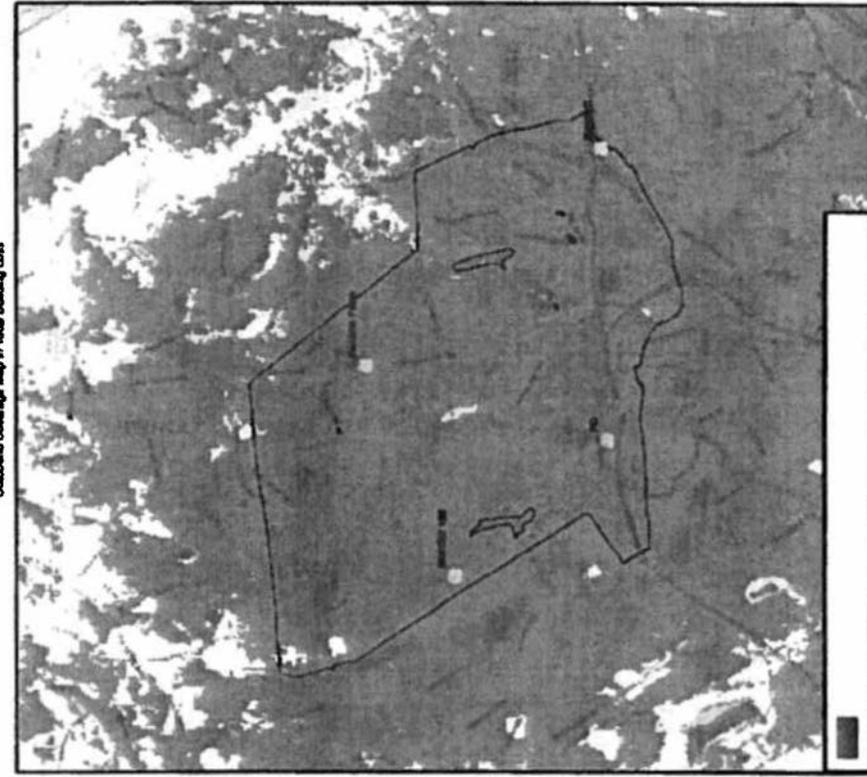
**MOTOROLA**  
Town of Trumbull, CT  
800 MHz Analog Existing Voice System



VERMONT  
CCOTLAB-03  
2017/06/27 08:11  
Map 14.3392 J  
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## New Simulcast System

**MOTOROLA**  
Town of Trumbull, CT  
800 MHz ASTRO PPS Simulcast System  
Outbound Coverage Map in 10dB Building Loss



VERMONT  
CCOTLAB-03  
2017/06/27 08:11  
Map 14.3392 J  
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**Emergency Communications Center  
Trumbull Police Department  
Trumbull, CT**

October 29, 2013

**Project Budget Worksheet**

<b>Hard Costs:</b>		
Interior New Construction / Renovations	\$992,713	
<b>Subtotal</b>		<b>\$992,713</b>
<b>Soft Costs:</b>		
Furniture/Fixtures/Equipment (FF&E)	\$ 45,000	
A/E Fees (10%)	100,000	
Hazardous Materials Testing / Report	12,000	
Telephone System / Equipment	60,000	
Data Systems Improvements / Equipment	25,000	
Radio Communications Improvements	By NEC	
Communications Tower / Antenna work	By NEC	
Closed Circuit TV Surveillance (CCTV)	72,000	
Dispatch Console Furniture (4 positions)	57,500	
Printing, Advertising, Bid Expenses	3,000	
Legal Fees / Bonding Costs / Admin. Costs	By Town	
Local Permitting Fees	waived	
<b>Subtotal</b>		<b>\$ 374,500</b>
<b>Owner's Contingency</b>	+/- 15% of hard costs	<b>\$ 150,000</b>
<b>Project Total</b>		<b>\$ 1,517,213</b>

- Construction costs are projected for Summer 2014 construction start. Costs should be increased 5%/year to accommodate for cost escalation due to inflation.
- Project Budget Worksheet and cost estimates are based upon Schematic Design Documents, dated May 29, 2013, as prepared by Jacunski Humes Architects, LLC, Berlin, CT.

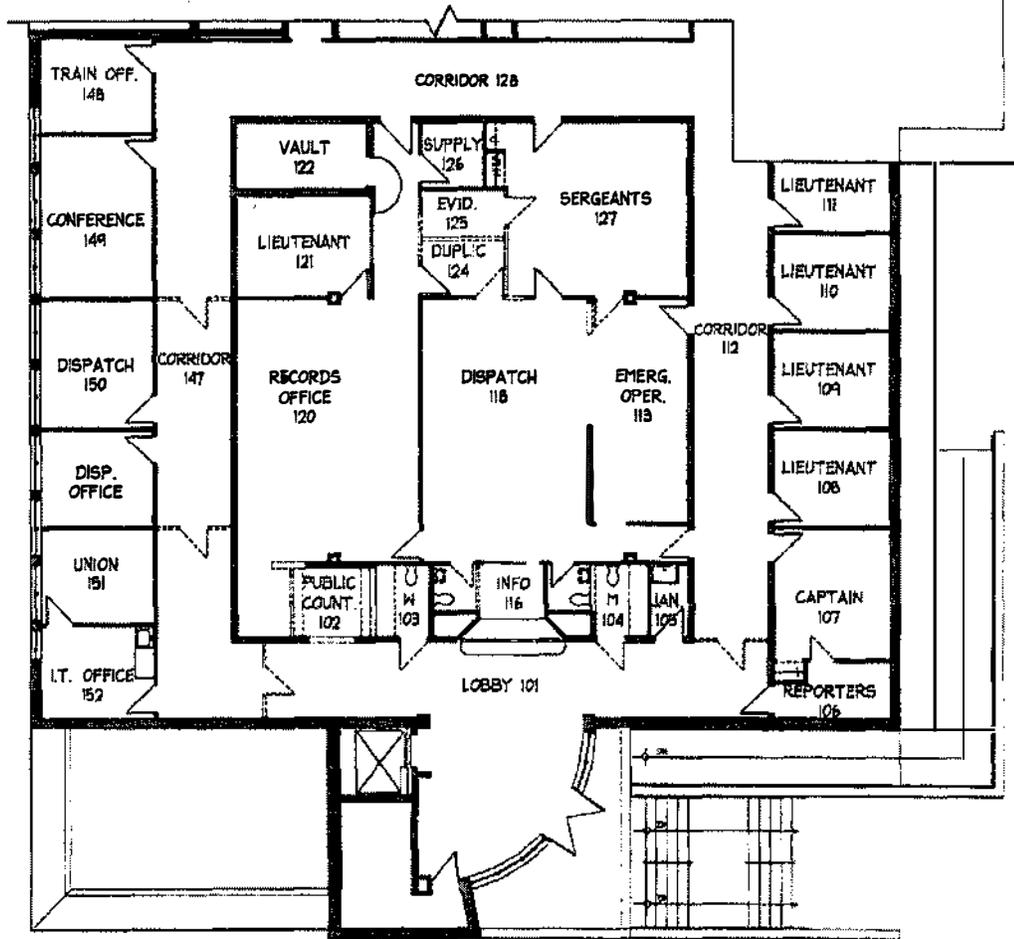


**Emergency Communication Center  
Trumbull Police Department  
Trumbull, CT**

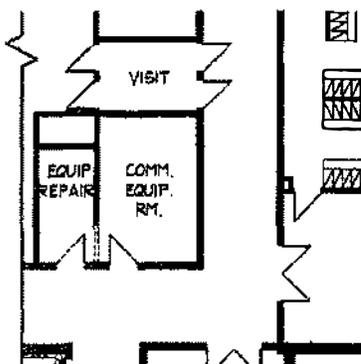
**Budget Detail 10-25-13**

Section	Description	QTY	Unit	Unit Cost	Total Cost	% Total
DIV 1	GENERAL CONDITIONS			\$ 129,200		13.0%
	Supervision	32	wks	\$ 2,500	\$ 80,000	8.1%
	Project Management	32	wks	\$ 600	\$ 19,200	1.9%
	Project Labor	180	hrs	\$ 55	\$ 9,800	0.9%
	Mileage/Travel	32	wks	\$ 225	\$ 7,200	0.7%
	Dumpsters	6	ea	\$ 750	\$ 4,500	0.5%
	Insurance	1	ea	\$ 9,500	\$ 9,500	1.0%
DIV 2	SITE CONSTRUCTION			\$ 10,000		1.0%
	Selective Demo	1	ls	\$ 10,000	\$ 10,000	1.0%
DIV 3	CAST-IN-PLACE CONCRETE			\$ -		0.0%
DIV 4	UNIT MASONRY			\$ 4,000		0.4%
	CMU Walls	1	ls	\$ 4,000	\$ 4,000	0.4%
DIV 5	METALS			\$ 2,000		0.2%
	Structural steel beams, Bearing plates	1	ls	\$ 2,000	\$ 2,000	0.2%
DIV 6	WOOD / PLASTICS			\$ 33,615		3.4%
	Framing Interior partitions metal construction	700	sf	\$ 9.46	\$ 6,516	0.7%
	Framing Interior blocking, floor underlayment, backer boards	1	ls	\$ 2,000	\$ 2,000	0.2%
	Interior Finish Carpentry	100	sf	\$ 250.00	\$ 25,000	2.5%
DIV 7	THERMAL/MOISTURE PROTECTION			\$ 2,000		0.2%
	Interior wall sound batt insulation	700	sf	\$ 1.50	\$ 1,050	0.1%
	Firestopping	1	ls	\$ 2,000.00	\$ 2,000	0.2%
DIV 8	DOORS AND WINDOWS			\$ 17,200		1.7%
	Windows	6	each	\$ 1,200	\$ 7,200	0.7%
	Interior doors, frames & hardware	6	each	\$ 1,500	\$ 9,000	0.9%
	Interior Closet doors, frames & hardware	1	each	\$ 1,000	\$ 1,000	0.1%
DIV 9	FINISHES			\$ 77,000		7.8%
	Gypsumboard wall assemblies 5/8" Type x, MR	1,200	sf	\$ 2.50	\$ 3,000	0.3%
	Ceramic/Quarry tile & base bathrooms, showers, jan. closet	600	sf	\$ 14	\$ 8,400	0.8%
	Carpeting	120	sf	\$ 40	\$ 4,800	0.5%
	Vinyl floor covering & base	2,300	sf	\$ 6	\$ 13,800	1.4%
	Acoustical ceilings	3,000	sf	\$ 5	\$ 15,000	1.5%
	Painting	4,000	sf	\$ 8	\$ 32,000	3.2%
DIV 10	SPECIALTIES			\$ 16,900		1.7%
	Toilet accessories per bathroom	2	ea	\$ 1,250	\$ 2,500	0.3%
	Shower & Jan. closet accessories	0	ea	\$ 250	\$ -	0.0%
	Fire Extinguisher cabinets	1	ea	\$ 400	\$ 400	0.0%
	Signage	1	ls	\$ 2,500	\$ 2,500	0.3%
	Personnel Lockers	0	ea	\$ 1,200	\$ -	0.0%
	Evidence Pass thru Lockers	4	ea	\$ 2,000	\$ 8,000	0.8%
	Personal Property Lockers	10	ea	\$ 350	\$ 3,500	0.4%
DIV 11	EQUIPMENT			\$ 2,500		0.3%
	Residential Appliances	1	ls	\$ 2,500	\$ 2,500	0.3%

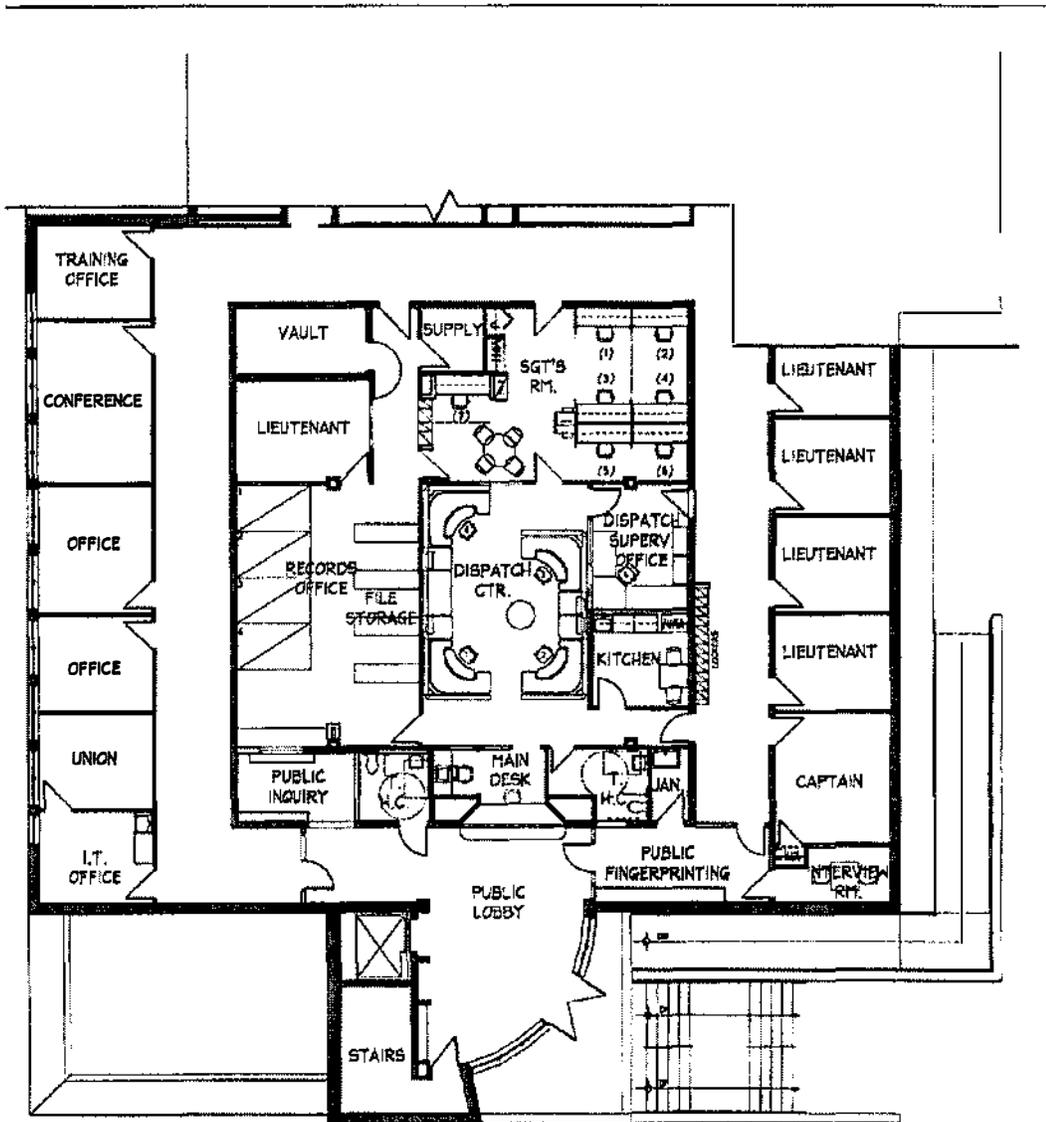




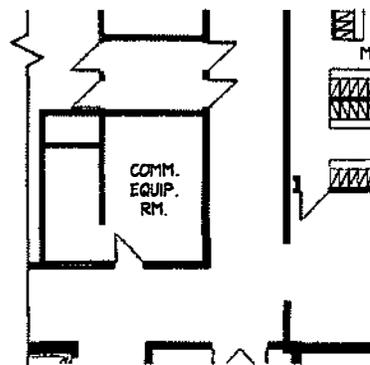
2 PARTIAL EXISTING MAIN FLOOR PLAN  
1/8"=1'-0"



3 PARTIAL EXISTING LOWER FLOOR PLAN  
1/8"=1'-0"



2 PARTIAL PROPOSED MAIN FLOOR PLAN  
1/8"=1'-0"



4 PARTIAL PROPOSED LOWER FLOOR PLAN  
1/8"=1'-0"

LEGEND	
	RENOVATED AREA SERVICED BY NEW HVAC UNITS
	RENOVATED AREA
	EXISTING HALL TO REPAIR
	NEW HALL
	HALL TO BE DEMOLISHED
	EXISTING DOOR
	NEW DOOR

**INTERIOR RENOVATION  
TO  
TRUMBULL POLICE DEPARTMENT**  
TRUMBULL, CT  
158 EDISTON ROAD

**JJH  
JACUNSKI HUMES  
ARCHITECTS, LLC**  
 15 MASSINGO DRIVE  
 SUITE 101  
 BRIDGEVILLE, CT 06007  
 TEL: 860-438-0221  
 FAX: 860-438-0222

**PROPOSED  
FLOOR  
PLANS**

PROJ. NO. JH 0728	DRAWING NO. <b>A-1</b>
SCALE 1/8"=1'-0"	DATE MAY 24, 2003

**Xybix Systems, Inc.**  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 JosiG



**Quote**

**Quote Number: 12979**

**Quote Date: 10/28/2013**  
**Revision: B**  
**Orig Create Date: 1/26/2013**  
**Expires: 1/26/2014**  
**Opp #: 0007444**  
**Page: 1 of 3**

**Terms: 90% Net 30; 10% Retention**

<p><b>Quote To:</b>  <b>Acct: TRUPOLTRCT</b></p> <p>Trumbull Police Department          158 Edison Road          Trumbull CT 06611</p> <p>Phone: (203) 261-3665</p>	<p><b>Ship To: Trumbull Police Department</b>          158 Edison Road</p> <p>Trumbull          CT 06611</p> <p><b>Sales Person: JOANNA WITHERILL</b>  <b>Rep Phone: 207-712-1746</b>  <b>Email: joannap@xybix.com</b></p>
---	--

State of Connecticut contract #10PSX0234

10.28.13-Drawing revision 1-Update options selected. jmg

02.05.13 KRC

01.25.13-Drawing revision 0. jmg

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 2Fabric 12343-1-SS - 42-48in - 39.5 LF @ 142 12343-1-DS - 42-48in - 26 LF @ 193 12344-1-SS - 65in - 0 LF @ 192 12344-1-DS - 65in - 0 LF @ 267  Upper Tiles Fabric Color: TBD Grade 2 G2 Lower Tiles Fabric Color: TBD Grade 2 G2 Panel Trim Color: Black	1	1.0 EA	\$10,627.00	40	\$6,376.20	\$6,376.20
2.00	14486.	Adj. TableWorksurface - Dual Surface - Corner - 72L x 72R 10 RV-Cable Management Included	2	4.0 EA	\$1,760.00	40	\$1,056.00	\$4,224.00
3.00	11064LRG	ErgoPower X4+ Table Base - Large	3	4.0 EA	\$5,070.00	40	\$3,042.00	\$12,168.00
4.00	12757.	Monitor Mount - Rollervision - - 1HI - Corner - Dual Surface - 72L x 72R 10 RV - 12076 - Std VESA Monitor Mount Qty = 4	4	4.0 EA	\$2,354.00	40	\$1,412.40	\$5,649.60
5.00	12904	DataDock - Keyboard Surface Cable Organizer Cables Sold Separately	5	4.0 EA	\$374.00	40	\$224.40	\$897.60
5.01	11677	Ext Cable USB Type A to Type A Panel Mount for Datadock Male/Female 5M (15')	8	32.0 EA	\$32.00	40	\$19.20	\$614.40
5.02	13611	Datadock - Panel Mount RJ11 Cat3 Coupler	7	4.0 EA	\$36.00	40	\$21.60	\$86.40
5.03	13168	Datadock - Panel Mount RJ45 CAT6 Coupler	4	4.0 EA	\$50.00	40	\$30.00	\$120.00
5.04	11816	Ext. Monitor Cable DVI-D Male/Female 5M (16' 4")	9	16.0 EA	\$108.00	40	\$64.80	\$1,036.80

**Xybix Systems, Inc.**  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 JosiG



**Quote**

**Quote Number: 12979**

**Quote Date: 10/28/2013**

**Revision: B**

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**Expires: 1/26/2014**

**Opp #: 0007444**

**Page: 2 of 3**

**Terms: 90% Net 30; 10% Retention**

6.00	11792.	Power Bar - 10 Outlet	10	8.0 EA	\$128.00	40	\$76.80	\$614.40
6.01	14976	6 Outlet Power Strip 25'	11	1.0 EA	\$-	40	\$0.00	\$0.00
7.00	13171	Task Light - Trillium LED Kit	12	4.0 EA	\$598.00	40	\$358.80	\$1,435.20
8.00	12778.	Shelf 2 Wide Under Surface Curved	15	4.0 EA	\$160.00	40	\$96.00	\$384.00
9.01	14462	MyClimate Personal Climate Control With Forced Air Heat 1000W	17	4.0 EA	\$2,730.00	40	\$1,638.00	\$6,552.00
10.00	12033.	Return Worksurface - 36Wx36D	18	2.0 EA	\$390.00	40	\$234.00	\$468.00
10.01	12033.	Return Worksurface - 42Wx36D	19	1.0 EA	\$390.00	40	\$234.00	\$234.00
11.00	13629.	CPU Cabinet - Tech Tower Single Left Access 18W	20	1.0 EA	\$1,592.00	40	\$955.20	\$955.20
11.01	13629.	CPU Cabinet - Tech Tower Single Right Access 18W	21	1.0 EA	\$1,592.00	40	\$955.20	\$955.20
11.02	13623FT.	CPU Cabinet - CPU 36Wx33D With Flip Top Hinge	22	1.0 EA	\$1,663.00	40	\$997.80	\$997.80
11.03	13625FT.	CPU Cabinet - CPU 42Wx33D With Flip Top Hinge	23	1.0 EA	\$1,747.00	40	\$1,048.20	\$1,048.20
12.00	12427.	Drawer Pedestal - Fixed - Dual Bookcase - 36W - 6-6-12 Drawers 22D - 6-6-12 Drawers 22D	24	1.0 EA	\$2,000.00	40	\$1,200.00	\$1,200.00
12.01	10997.	Drawer Pedestal - Mobile - Single - 16W - 6-12 Drawers 22D -	25	2.0 EA	\$798.00	40	\$478.80	\$957.60
13.00	10025.	Rotating Resource Guide - Freestanding 40 in	26	1.0 EA	\$2,354.00	40	\$1,412.40	\$1,412.40
18.00	12561.	U-Channel Support - Side Mount	27	2.0 EA	\$150.00	40	\$90.00	\$180.00
19.00	10176	Cup Holder - Blk	29	4.0 EA	\$90.00	40	\$54.00	\$216.00
88.00	12109	Seating - Highback Model 3142-open market	33	4.0 EA	\$1,250.00		\$1,250.00	\$5,000.00
90.00	12356	Installers Kit	30	4.0 EA	\$-	40	\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	31	1.0 EA	\$-		\$0.00	\$0.00

**Line(31) - Miscellaneous Charge -**

Freight - Full Truck NonTaxable

\$3,690.00

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton, CO 80120  
Phone:303-683-5656  
Fax:303-683-5454  
JosiG



Quote

Quote Number: 12979

Quote Date: 10/28/2013

Revision: B

Orig Create Date: 1/25/2013

Expires: 1/26/2014

Opp #: 0007444

Page: 3 of 3

Terms: 90% Net 30; 10% Retention

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List Price Total	\$86,305.00	Lines Total:	\$53,783.00
		Line Miscellaneous Charges Total:	\$3,690.00
		Quote Total:	\$57,473.00

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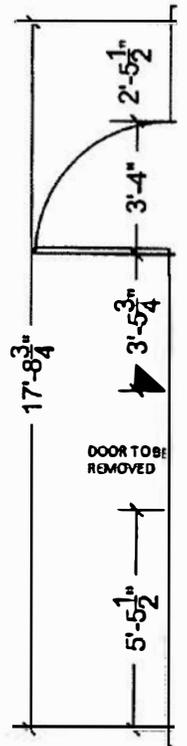
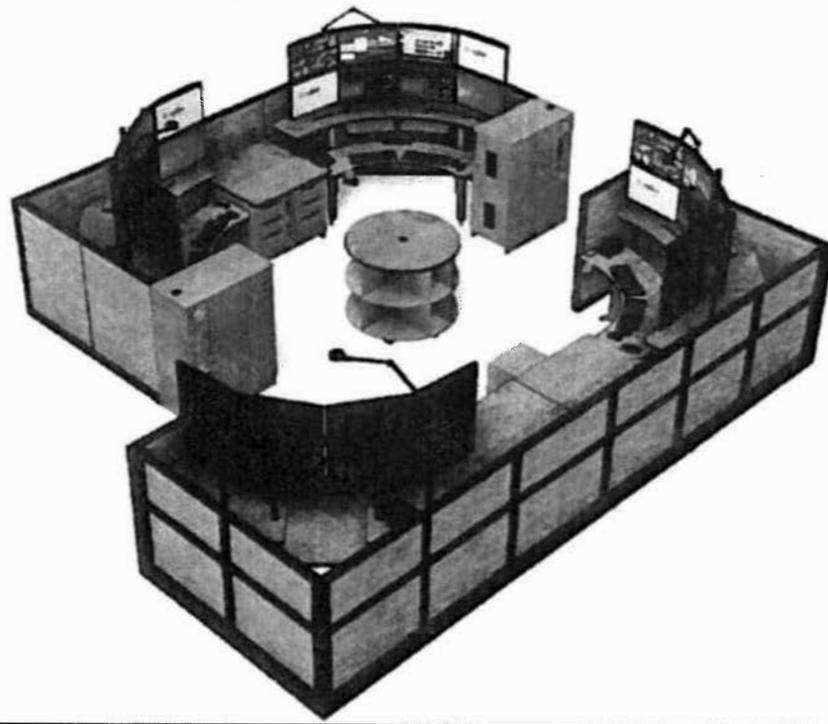
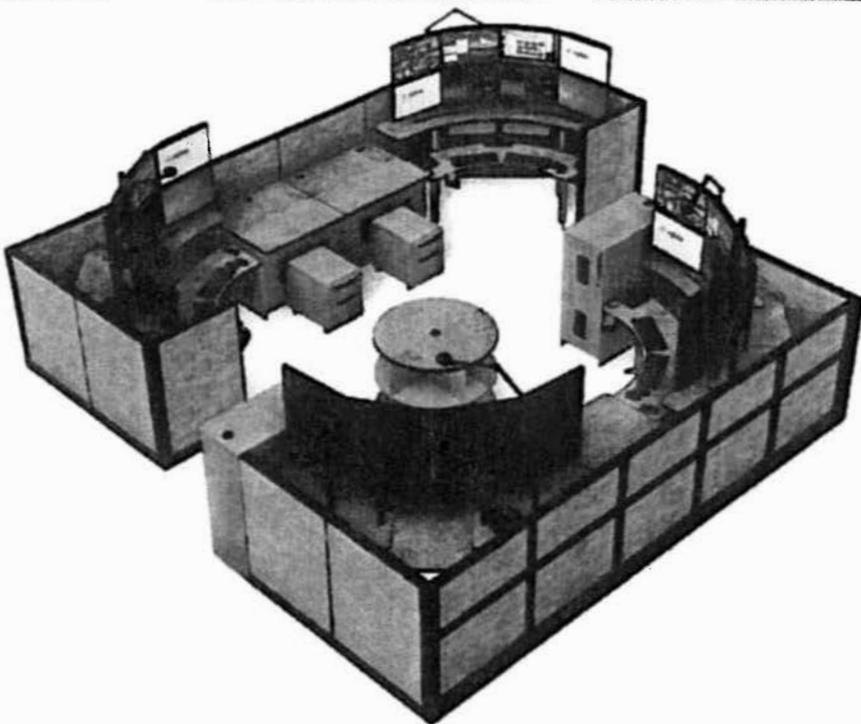
**Note 1:**

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**

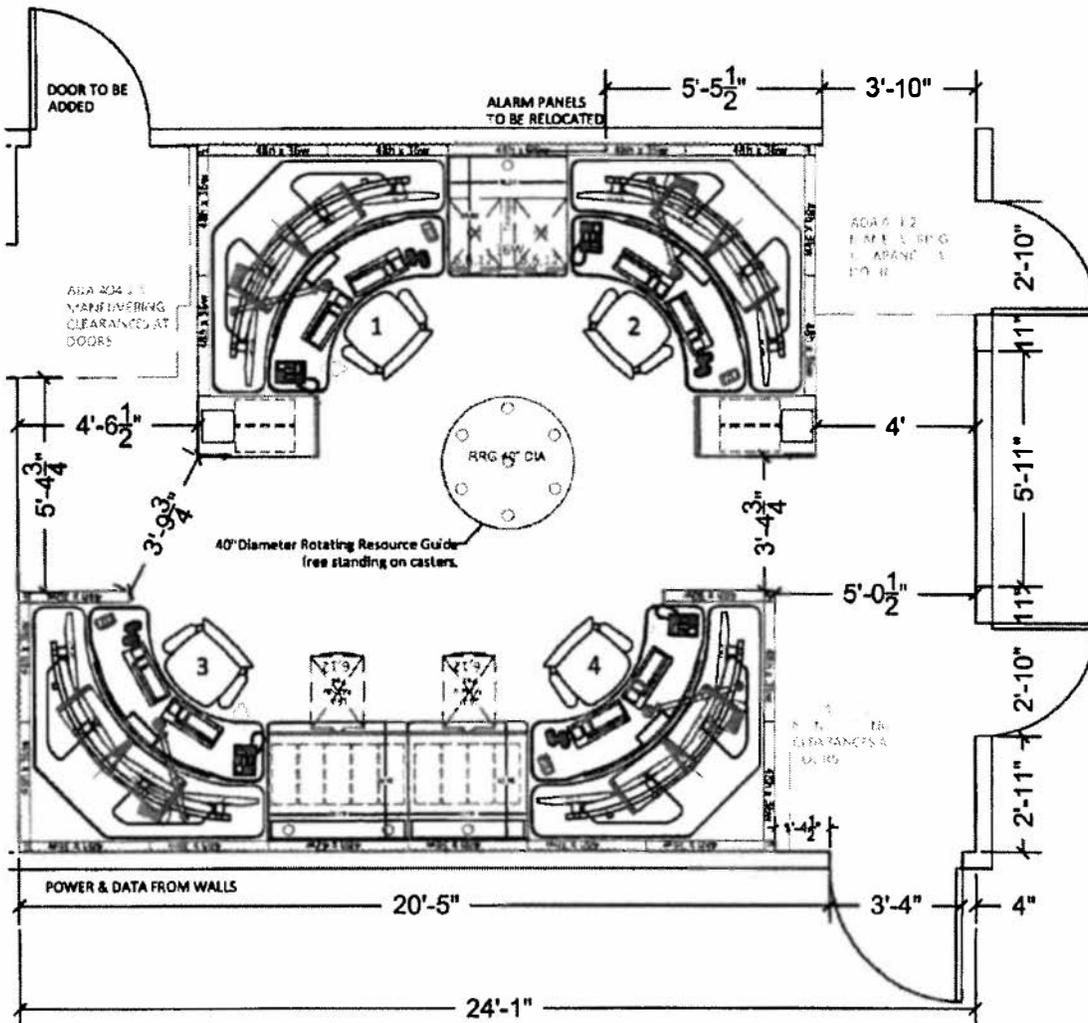
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



RENDERINGS  
SCALE: NONE

CABLE TYPES-TOTALS AS NOTED ON QTY		FINISH SELECTIONS		REV	DESC
Monitors-DVI-D: qty	VGA: qty	Panel Trim: Color		0	Drawing Creation Date
DataDock-USB: qty	PS2: qty	Panel Fabric: Color		1	Update options selected
RJ-11: qty	RJ-45: qty	Laminate: Color			
Outside DataDock-USB: qty	PS2: qty	Melamine: Color			
Signed cable sheet received		Edge Trim: Color			
<input type="checkbox"/> YES Date:	<input type="checkbox"/> NO	TMold Trim: Color			



**SIGN OFF APPROVAL:** Furniture orders and product installation shall not proceed until the Client has given approval to these documents. Approval of the Client shall constitute approval of the drawings for contents, scope of work and all dimensions regarding the use of space, furnishings and equipment. Furniture orders, or product installation authorized by the Client from these documents, shall be interpreted by XYBIX as approval in full to these documents by the Client. Revisions after approval of these documents shall result in additional costs.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

**Legend**

- 42" Panel
- 48" Panel
- 65" Panel
- Single Sidec
- Storage
- CPU Storage



<b>Revisions</b> <table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>DATE</th> <th>DSGN</th> </tr> </thead> <tbody> <tr> <td></td> <td>01.16.13</td> <td>.jmg</td> </tr> <tr> <td></td> <td>10.28.13</td> <td>.jmg</td> </tr> </tbody> </table>			DESCRIPTION	DATE	DSGN		01.16.13	.jmg		10.28.13	.jmg	<b>Trumbull Police Department PSAP</b> 158 Edison Road Trumbull, CT 06611				8207 SouthPark Circle Littleton, CO, 80120 303.683.2810 F 303.683.5454 www.xybix.com	
DESCRIPTION	DATE	DSGN															
	01.16.13	.jmg															
	10.28.13	.jmg															
<b>DRAWING NAME:</b> Furniture Layout			<b>OPPORTUNITY:</b> 0007444		<b>Designer:</b> Josi Gebhardt Email: josi@xybix.com		<b>Sales Rep:</b> Joanna Pease Email: joannap@xybix.com										
<b>SHEET:</b> Plan View			<b>SCALE:</b> $\frac{1}{4}'' = 1'-0''$		NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any manner without express written permission by XYBIX Systems, Inc.												
							<b>REV</b> <span style="font-size: 2em;">1</span>										



## Trumbull Police Department

*Attn: Deputy Chief Glen Byrnes*

Omni Data appreciates the opportunity to present a proposal for a Video Surveillance system at the Trumbull Police Department located at 152 Edison Rd. in Trumbull CT.

Omni Data holds State Contract CSU-0352. The agencies below have been able to utilize this contract. The proposal (Q2YQ4004-C) is for a complete replacement of the current surveillance system. The proposal replaces all existing cabling with Cat6 Ethernet and all existing CCTV cameras with IP cameras. All cameras used in this proposal are Sony HD cameras. Models vary by location. (Exterior, PTZ, Interior, Vandal, Audio Enabled). The proposal includes an Enterprise grade Dell Recording Server. The server will allow for 60 days of video retention on all cameras. It is a fully redundant server. The proposal also includes a high performance Dell Workstation capable of displaying video on up to four displays. A dedicated network for Video Surveillance will be installed to keep Camera network traffic separate from Police network traffic. The two networks will be bridged at the recording server allowing access to video from anywhere inside the police network. The software proposed is Milestone Systems Enterprise Version. The software supports an unlimited number of clients at no charge. It also includes a mobile server for viewing video remotely. (Android, iPhone, iPad) Omni Data has installed this software at several police departments in the area. (Greenwich PD, Fairfield University DPS, Milford PD, Branford PD, Clinton PD, Madison PD, Bridgeport PD, Town of Bridgeport, Sikorsky, Etc.) Omni Data has also installed Milestone Systems Enterprise Version at the Trumbull High school and Central Office.

Please feel free to contact Omni Data with any questions, comments, and or concerns at any time.

Thank You  
Adam Wojcik  
Director of Security  
203-508-1315



11 Research Drive  
 Suite 1  
 Woodbridge, CT 06525  
 203-387-6664  
 203-387-8745 FAX

**QUOTE**

Quote # Q2YQ4004-C  
 Date 10/29/13  
 Sales Rep FrankK

Quote To:   
 Trumbull Police Department

Ship To:

**Complete IP System Replacement**

Qty	Description	Unit Price	Ext. Price
1	XProtect Enterprise Base License	\$1,624.19	\$1,624.19
30	XProtect Enterprise Camera License	\$218.56	\$6,556.80
	Milestone Support		
1	One year SUP for XProtect Enterprise Base License	\$360.00	\$360.00
30	One year SUP for XProtect Enterprise Camera License	\$36.21	\$1,086.30
2	HP 2520 24 port POE switch	\$1,484.00	\$2,928.00
8	SNCDH140T Network 720p HD Vandal Resistant Minidome Camera with View-DR Technology	\$984.64	\$7,877.12
8	SCAM30 Indoor Ceiling Microphone	\$253.54	\$2,028.32
6	SNCDH120T Network 720p HD Vandal Resistant Minidome Camera	\$576.84	\$3,459.84
10	SNCDH120 Network 720p HD Minidome Camera	\$542.64	\$5,426.40
3	SNCDH260 EXTERIOR Network 1080p HD Vandal Resistant Minidome Camera with IR Illuminator	\$950.64	\$2,851.92
3	Panasonic PTZ 385 Network 720p/30 fps HD Fixed Camera - V Series - Powered by IPELA ENGINE Technology	\$1,137.33	\$3,411.99
3	POE housings	\$569.33	\$1,707.99
1	Viewing Station:Pedestal, 2 Xeon, 12GB, Quad Display, Quadro PNY 450, 500GB, Windows 7	\$3,887.50	\$3,887.50
1	Cable conduits and raceways misc hardware	\$2,715.00	\$2,715.00
1	Installation configuration and training	\$16,358.00	\$16,358.00
1	Dell Server for 60 Days of storage, all cameras	\$10,975.29	\$10,975.29
	SubTotal		\$73,254.66
	Sales Tax		\$0.00
	Shipping		\$0.00
	<b>Total</b>		<b>\$73,254.66</b>

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Prices are subject to change without notice. Terms are net 15 and subject to monthly fee for unpaid balance  
 Signing this quote is agreeing to Omni data, LLC's terms and conditions which can be found at  
<http://www.omnianswers.net/termsandconditions>

## Dispatch Center Technology Needs

	<u>Description</u>	<u>Notes</u>	<u>Total</u>
1	Dispatch Workstations	\$1,200 x 16 computers	19,200
2	Dispatch Monitors	\$200 x 32 monitors	6,400
3	Supervisor Workstation	\$1,200 x 1 computer	1,200
4	Supervisor Monitors	\$200 x 2 monitors	400
5	Front Desk Workstation	\$1,200 x 1 computer	1,200
6	Front Desk Monitors	\$200 x 2 monitors	400
7	KVM Switch and Cables	\$325 x 5 stations	1,625
8	Large Screen Wall Display	\$1,000 x 6 units	6,000
9	Printer		900
10	Fax Machine		500
11	NCIC Printer		600
12	New cable runs		5,000
13	AudioLog Licenses		5,000
14	AudioLog Migration	To/from swing space	5,000
	<b>Total</b>		<b>\$53,425</b>



THOMAS H. KIELY  
CHIEF OF POLICE

*POLICE DEPARTMENT  
TOWN OF TRUMBULL  
CONNECTICUT 06611*

158 EDISON ROAD  
TRUMBULL, CONNECTICUT 06611

P (203) 261-3665  
F (203) 452-5162

*POLICE COMMISSION*

---

*JACK TESTANI, CHAIRMAN  
ALFRED LIGGINS, COMMISSIONER  
ROGER MCGOVERN, COMMISSIONER  
LINO COSTANTINI, COMMISSIONER  
PHILIP DIGENNARO, COMMISSIONER*

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Trumbull Police Commission Meeting  
Trumbull Police Department – Chief’s Conference Room  
Tuesday, May 21, 2013

**MINUTES**

The Trumbull Police Commission Meeting was called to order at 6:50 pm.

Members Present: Lino Costantini  
Alfred Liggins  
Roger McGovern  
Albert Zmary

Also Present: Chief Thomas H. Kiely  
Deputy Chief Glenn Byrnes  
Deputy Chief Michael Harry  
Lieutenant Thomas Savarese  
Officer Richard Carlson  
Officer Michael Pires

Absent: Philip DiGennaro  
Jack Testani

**Approval of April 16, 2013 Police Commission Meeting Minutes**

Motion to approve the Police Commission Meeting Minutes of April 16, 2013 as presented. MOTION made 1<sup>st</sup> by Commissioner McGovern, 2<sup>nd</sup> by Commissioner Costantini. There was no further discussion. ALL IN FAVOR. MOTION CARRIED UNANIMOUSLY.

**Correspondence**

None.

### Chief Kiely's Report

- Chief Kiely informed the Commission that Officer Pires is present at tonight's meeting as he would like to present an award to him. Deputy Chief Byrnes nominated Officer Pires for the Merit of Excellent Arrest award for his continuing efforts and accomplishments with drug enforcement that have resulted in numerous arrests and seizures of contraband. Officer Richard Carlson was also commended for his hard work in assisting with the drug enforcement with K-9 Cyrus.
- On May 5, 2013 there was the Newtown Memorial "Green Ribbon" Motorcycle Ride with approximately 2,000-3,000 motorcycles participating. The Police Explorers from Shelton, Bridgeport and Fairfield assisted in the event. Everything ran smoothly.
- The Trumbull Police Department assisted the Connecticut State Police with a case that started as a missing person from Eastern Connecticut State University which ended up in Trumbull, where the missing body was found on Quarry Road.
- There are four (4) new officers in recruit training at the Police Academy, three (3) are in Meriden and one (1) in New Haven who will be graduating at the end of June.
- A new advertisement has been done for hiring Police Officers. The Chief mentioned that the town needs to do a better job in advertising the hiring of Police Officers. He showed the Commission the advertisement for Fairfield Police Department and it was a very appealing advertisement vs. the one for the Town of Trumbull. The Commission agreed that the advertisement from Fairfield is better. The Commission asked if the Police Department is responsible for the advertising, Chief Kiely responded that Mary Ann Meier from Civil Service handles the advertising. Chief Kiely will contact Ms. Meier about changing the advertisement.
- The Promotional test for Lieutenant and Sergeant will be conducted in August.
- Lt. Savarese updated the Commission on last month's complaint from Mr. Ceruzzi. Lt. Savarese indicated that it was not a citizen's complaint; it was a request to review the case of the accident. Lt. Savarese met with Mr. Ceruzzi and he believes the case has been resolved.
- The Department is still in need of an IT person and Bill Chin is working on hiring one who will help the Police Department.
- The Towing Policy is complete; the next step is to advertise which will be done within the next week. It will be advertised in the CT Post and the Town website. Applications will also be available for pick up at Police Department for any interested businesses.
- Chief Kiely informed the Commission that the Radio System Upgrade is moving forward. The Police Department will go before the Board of Finance requesting bonding for the project. The architect will be Brian Humes who has done many renovation projects for Public Safety agencies.

Chief Kiely requested that the Commission approve for the Police Department to go before the Board of Finance to request bonding for the Radio Communications Project.

Commissioner McGovern made a motion that Chief Kiely go before the Board of Finance for the Police Department's Radio Communications Upgrade. MOTION made 1<sup>st</sup> by Commissioner McGovern, 2<sup>nd</sup> by Commissioner Liggins. There was no further discussion. ALL IN FAVOR. MOTION CARRIED UNANIMOUSLY.

Commissioner McGovern asked the status of the tower at police headquarters. Chief Kiely responded that the attorneys are handling this. Commissioner Costantini asked if the tower is being handled by the attorneys, what would happen if they lose the case. Chief Kiely responded that the tower is already approved; only the height remains in question.

Commissioner Zamary asked about Nelson Ambulance being investigated. Chief Kiely responded that EMS Director Joseph Laucella is aware. They have a contract with Nelson and Mr. Laucella will determine how that will be handled.

- Lt. Savarese provided an update on the Whitney Avenue trail crossing; he forwarded a report to Town Engineering for them to consider a traffic study. This has been an ongoing issue for many years. The Town Engineer will take a look at Whitney Avenue and see what can be done. In the meantime there has been enforcement on Whitney Avenue and there have been 10 (ten) citations issued for speeding. Commissioner Zamary asked Lt. Savarese if there has been a survey done in the past. Lt. Savarese responded that there has been. This issue is beyond signage. Chief Kiely mentioned they are looking into LED warning lights. Commissioner McGovern mentioned that on Route 111 near Main Street, "caution" lights flash when a runner/walker approaches the crossing point and they press a button to notify cars that someone will be crossing. Chief Kiely suggested that a Traffic Engineer be hired for the ideas that the Commission is proposing but the Commission will need to determine where the money will come from. Detailed discussion followed and the Commission agreed to meet with the Town Engineer to discuss further.

#### **New Business**

None.

#### **Adjournment**

Motion to adjourn meeting. MOTION made 1<sup>st</sup> by Commissioner Costantini, 2<sup>nd</sup> by Commissioner McGovern to ADJOURN the Trumbull Police Commission Meeting at 7:35 pm. ALL IN FAVOR. MOTION CARRIED UNANIMOUSLY.

Respectfully Submitted,

**Vivian Munoz**  
**Clerk of the Commission**

TOWN OF TRUMBULL  
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 14-Nov-13  
AGENDA: 11-13-02  
AMOUNT: \$199,950

2013-2014

(A) APPROPRIATION  FROM: ACCOUNT NO.  
ACCOUNT NAME General Fund \$199,950

(B) TRANSFER  TO: ACCOUNT NO. #01012600-581888  
ACCOUNT NAME Capital Outlay \$199,950

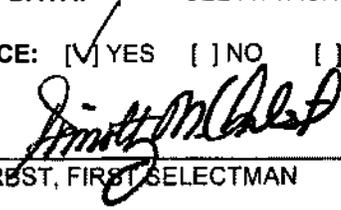
(C) BOND RESOLUTION

(D) SUMMARY OF REQUEST: Information Technology upgrades

(E) REQUESTED BY: William B. Chin Director of Information Technology

(F) SUPPORTING DATA: SEE ATTACHED.

G) CONCURRENCE:  YES  NO  NEED ADD'L INFORMATION

  
TIMOTHY M. HERBST, FIRST SELECTMAN

(H) BOARD OF FINANCE ACTION:

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



**TOWN OF TRUMBULL  
CONNECTICUT**

**From:** William B. Chin, Director of Information Technology

**Date:** November 1, 2013

**Re:** Supplemental Appropriation

---

**Summary:**

Some of these items were originally requested in the 2013-2014 budget, but were removed because the Board of Finance wished to place them into a technology bond. The Board has since changed plans and the Director of Finance has asked the IT Department to seek a supplemental appropriation for these projects.

Three projects that were originally in the bond request have been removed from this supplemental request. The SAN Expansion project was funded through a previously funded capital project. Funds for the backup system project have been allocated in a disaster recovery line item. The audio system replacement for the Town Hall Council Chambers is being funded through a donation by the Mallet Trust.

**Network Backbone:**

**Requested Amount:** \$114,600

All of the switches on the network are 10/100 Mbps (Megabits per second) switches and there are a couple of very old 10/100 Mbps hubs in use. A good majority of these devices were part of the original configuration of the network in 2000. The switches connect servers and workstations and make the operation and flow of data across the network possible.

The speed of the network is very important for many reasons, including communication between buildings and the time window for data backups. The network needs to be robust enough to handle future projects such as Voice Over IP telephony, video conference communication, or streaming video of public meetings.

The industry standard network speed since around 2005 has been 1000 Mbps, which is also equivalent to 1 Gbps (Gigabit per second). As of 2009, 10 Gbps (or 10,000 Mbps) Ethernet has been replacing 1 Gb as the backbone network for high-end systems.

<b>Current Network Setup:</b>	<b>10/100 Mbps</b>
<b>New in 2000, Standard in 2005:</b>	<b>1000 Mbps = 1 Gbps</b>
<b>New in 2009, Standard in high-end networks:</b>	<b>10,000 Mbps = 10 Gbps</b>

Secured Rack Equipment:

Requested Amount: \$6,000

Many of the switches in our buildings are not physically secured. Many of them are sitting on open surfaces or shelves, which allows for tampering of cables or the equipment.

Exchange Server Upgrade:

Requested Amount: \$45,350

Our email server is currently running Microsoft Exchange 2003. Since the implementation of our email server, Microsoft has released Exchange 2007 and 2010, and the latest version is Microsoft Office 2013. Support for Exchange 2003 will end in April 2014.

UPS (Uninterruptable Power Supply):

Requested Amount: \$9,000

An uninterruptible power supply (UPS) is an electrical device that provides emergency power to a load when the main building power fails. The on-battery runtime of most UPS devices typically lasts for only a few minutes, but is sufficient to maintain power to protect the system.

Even though Town Hall and the Police Department have building generators, there is a brief time period between the time electricity fails and the generator begins to supply electricity. A UPS is needed during this time to supply power to the datacenter and protect our servers. Unexpected power disruption could cause serious system or data loss.

Cogent Systems LiveScan:

Requested Amount: \$25,000

The Cogent Systems LiveScan system in the cell block booking room at the Police Department is currently operating on Windows XP. Microsoft is planning to end support for Windows XP in April of 2014. Cogent Systems said that new hardware is required to operate properly on Windows 7.

Total:

Network Backbone:	\$114,600
Secured Rack Equipment:	\$6,000
Exchange Server:	\$45,350
UPS:	\$9,000
Cogent LiveScan:	\$25,000
<b>Total:</b>	<b>\$199,950</b>

**Town of Trumbull  
Technology Department  
Supplemental**

Item	Description	Subtotal
Core Switch Upgrade	New core switches for Town Hall and the Police Department, including support contract and installation.	\$ 91,100.00
Switch Upgrades	New switches to replace the current equipment at the Library, Senior Center, Highway, Parks, EMS, Fairchild Library, Recreation, and Animal Control. Prices for each location are based on MSRP.	\$ 23,500.00
Secured Rack	Physically secured racks to store switches to prevent tampering of cables or equipment. Prices for each location are based on MSRP.	\$ 6,000.00
Exchange Server Upgrade	New Microsoft Exchange Server, licensing, and installation. We are currently running on Exchange Standard 2003 (2007, 2010, and 2013 have since been released). Preliminary quote estimate received.	\$ 45,350.00
UPS	Uninterruptible Power Supply for server power backup. Prices are based on MSRP.	\$9,000
Cogent Systems LiveScan	Replacement of old Windows XP LiveScan fingerprint system in the cell block booking room. Preliminary quote estimate received.	\$ 25,000.00
<b>Total</b>		<b>\$ 199,950.00</b>

**GREATER BRIDGEPORT REGIONAL SOLID  
WASTE INTERLOCAL AGREEMENT**

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## TABLE OF CONTENTS

	Page
1. PURPOSE.....	1
2. COMMITTEE MEMBERSHIP.....	1
3. DURATION OF AGREEMENT.....	2
4. EFFECTIVE DATE.....	2
5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL SOLID WASTE COMMITTEE.....	2
6. ORGANIZATION OF THE COMMITTEE .....	2
7. POWERS AND RESPONSIBILITIES OF COMMITTEE.....	2
8. REGULAR, SPECIAL AND EMERGENCY MEETINGS .....	5
9. VOTING, QUORUM.....	5
10. BUDGET; PAYMENT OF EXPENSES.....	6
11. AMENDMENT; WITHDRAWAL .....	6
12. MISCELLANEOUS .....	6

**Greater Bridgeport Regional Solid Waste  
Interlocal Agreement**

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THIS AGREEMENT, dated as of January 1, 2014, is by and among the Municipalities signatory to this Agreement (“Municipalities”).

1. PURPOSE. The purpose of this Agreement is to create the Greater Bridgeport Regional Solid Waste Committee (the “Committee”) as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal solid waste to one or more resources recovery facilities with which it contracts (each, a “Facility”), and the purchase of electric power if the terms of such delivery include the supply of electric power.

2. COMMITTEE MEMBERSHIP. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

Town of Bethany  
City of Bridgeport  
Town of Easton  
Town of Fairfield  
City of Milford  
Town of Monroe  
Town of Orange  
Town of Stratford  
Town of Trumbull  
Town of Westport  
Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal solid waste to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote.

3. DURATION OF AGREEMENT. The Agreement shall be in effect from its effective date until June 30, 2034, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be January 1, 2014.

5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL SOLID WASTE COMMITTEE. The “Greater Bridgeport Regional Solid Waste Committee” is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. ORGANIZATION OF THE COMMITTEE. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 p.m. (Midnight) on December 31, 2014. New officers shall be elected annually and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. POWERS AND RESPONSIBILITIES OF COMMITTEE. (a) The Committee is authorized to negotiate, execute and deliver a contract for the delivery of municipal solid waste to a Facility as it shall determine to be in the best interests of the Municipalities. The contract shall be for a term the Committee shall determine, but shall not extend beyond the term of this Agreement and shall not exceed a term, including options for extension, exceeding 30 years.

The Committee is authorized to obligate each Municipality to deliver municipal solid waste to the Facility, which obligation may be in the form of (i) a minimum annual tonnage commitment of each Municipality, (ii) a commitment of a Municipality to deliver all municipal solid waste under its control, (iii) a minimum annual tonnage commitment of the Municipalities in the aggregate, (iv) a commitment to deliver tonnage from particular sources or classes of sources (such as residential or commercial), or (v) some combination of the foregoing. The Committee is authorized to determine, by resolution or in the contract, the consequences to each Municipality of any default in the performance of any delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal solid waste to the Facility, and shall be the authorized representative of each Municipality for purposes of any such contract including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees directly between the operators of the Facility and a Municipality;

(ii) Arrangements for the delivery of electric power by the Facility to the Municipality, and billing and payment of electric power purchase payments directly between the operators of the Facility and a Municipality, or payment in the form of a credit against tipping fees;

(iii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and payable to the Committee, or to the operators of the Facility for further credit to the Municipality.

(b) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall keep member Municipalities advised of all developments. The Committee shall prepare and

distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(c) The Committee shall have the following additional powers:

(i) to retain by contract or employ counsel, auditors, private consultants and advisers;

(ii) to conduct such hearings, examinations and investigations as may be necessary and appropriate to the conduct of its operations and the fulfillment of its responsibilities;

(iii) to examine alternatives to disposal of municipal solid waste at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility.

8. REGULAR, SPECIAL AND EMERGENCY MEETINGS. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act.

9. VOTING, QUORUM. (a) Each member Municipality shall be entitled to one representative on the Committee with one vote on all matters. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Board shall serve without compensation.

(b) A quorum for conducting business at any meeting of the Committee shall consist of the presence of representatives collectively holding a majority of the total membership votes.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. BUDGET; PAYMENT OF EXPENSES. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 45 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. The Committee shall give notice of such expense budget to the Authority, which shall include such budgeted expense amount as the Committee's Administrative Fee under its contracts with the Municipalities.

11. AMENDMENT; WITHDRAWAL. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities.

A member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority vote of the Municipality. The approval of a request to withdraw may be conditioned by the Committee in its discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any contract for delivery of municipal solid waste then in effect.

## 12. MISCELLANEOUS

12.1 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors and assigns.

12.2 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

12.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12.4 Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

12.5 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to each representative as follows:

To the Town of Bethany, Connecticut:

The Town of Bridgeport  
Town Hall  
40 Peck Rd.  
Bethany, Connecticut 06524  
Attention: First Selectman

To the City of Bridgeport, Connecticut:

The City of Bridgeport  
City Hall  
Room 124  
45 Lyon Terrace  
Bridgeport, Connecticut 06004  
Attention: Mayor

To the Town of Easton, Connecticut:

The Town of Easton  
Town Hall  
225 Center Road  
Easton, Connecticut 06612  
Attention: First Selectman

To the Town of Fairfield, Connecticut:

The Town of Fairfield  
Town Hall  
611 Old Post Road  
Fairfield, Connecticut 06430  
Attention: First Selectman

To the City of Milford, Connecticut:

The City of Milford  
City Hall  
Milford, Connecticut 06460  
Attention: Mayor

To the Town of Monroe, Connecticut:

The Town of Monroe  
Town Hall  
7 Fan Hill Road  
Monroe, Connecticut 06468  
Attention: Town Manager/First Selectman

To the Town of Orange, Connecticut:

The Town of Orange  
Town Hall  
617 Orange Center Road  
Orange, Connecticut 06477  
Attention: First Selectman

To the City of Stratford, Connecticut:

The City of Stratford  
Stratford Town Hall  
2725 Main Street  
Stratford, Connecticut 06497  
Attention: Town Manager

To the Town of Trumbull, Connecticut:

The Town of Trumbull  
Town Hall  
5866 Main Street  
Trumbull, Connecticut 06611  
Attention: First Selectman

To the Town of Westport, Connecticut:

The Town of Westport  
Town Hall  
110 Myrtle Avenue  
Westport, Connecticut 06880  
Attention: First Selectman

To the Town of Woodbridge, Connecticut:

The Town of Woodbridge  
Town Hall  
11 Meetinghouse Lane  
Woodbridge, Connecticut 06525  
Attention: First Selectman

To the Committee:

c/o Connecticut Resources Recovery Authority  
100 Constitution Plaza  
6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: President

12.6 Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

<u>Date of Approval</u> <u>By Legislative Body:</u>	<u>Town or City</u>
_____	TOWN OF BETHANY By: _____ Its: _____
_____	CITY OF BRIDGEPORT By: _____ Its: _____
_____	TOWN OF EASTON By: _____ Its: _____
_____	TOWN OF FAIRFIELD By: _____ Its: _____
_____	CITY OF MILFORD By: _____ Its: _____
_____	TOWN OF MONROE By: _____ Its: _____
_____	TOWN OF ORANGE By: _____ Its: _____
_____	TOWN OF STRATFORD By: _____ Its: _____

\_\_\_\_\_

TOWN OF TRUMBULL

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

Its:

\_\_\_\_\_

TOWN OF WESTPORT

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

Its:

\_\_\_\_\_

TOWN OF WOODBRIDGE

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

Its:

MUNICIPAL  
SOLID WASTE MANAGEMENT SERVICES AGREEMENT  
BETWEEN  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
AND  
THE TOWN OF TRUMBULL, A MUNICIPALITY OF  
THE STATE OF CONNECTICUT  
FOR THE DELIVERY AND DISPOSAL OF WASTE

DATED AS OF DECEMBER 8, 2008

**CONTRACT**

**093417**

**C.C.R.R.A.**

TABLE OF CONTENTS

ARTICLE I  
DEFINITIONS

SECTION 101 Specific Definitions.....4  
SECTION 102 General Definitions and Construction.....6

ARTICLE II  
RESPONSIBILITIES OF THE PARTIES TO SUPPLY AND DISPOSE OF ACCEPTABLE  
WASTE

SECTION 201 Disposal Services to be Provided.....6  
SECTION 202 The Responsibilities of the Municipality to Supply Acceptable Waste.....6  
SECTION 203 The Responsibilities of the Authority With Respect to Acceptable Waste. ....8  
SECTION 204 Nonsolicitation by Wheelabrator and Identification of Source of Waste. ....8  
SECTION 205 Transportation, Routing and Scheduling of Waste Deliveries.....9

ARTICLE III  
[RESERVED]  
ARTICLE IV  
RECYCLABLES

SECTION 401 Recycling Obligations.....11  
SECTION 402 Recordkeeping .....11

ARTICLE V  
PAYMENTS

SECTION 501 Pricing System. ....11  
SECTION 502 Municipal Disposal Fees.....12  
SECTION 503 Estimate of Municipal Disposal Fees.....16  
SECTION 504 Method of Payment .....17

ARTICLE VI  
ADDITIONAL RESPONSIBILITIES

SECTION 601 Statutory Responsibility .....19  
SECTION 602 Cooperation of the Municipality .....19  
SECTION 603 Substitution of Municipality .....19  
SECTION 604 Liability for Collection.....20  
SECTION 605 Solid Waste Segregation Programs.....20  
SECTION 606 Restriction on Termination .....20  
SECTION 607 Right of Inspection.....20

ARTICLE VII  
COVENANTS BY AUTHORITY AND PLEDGE OF STATE

SECTION 701 Records and Accounts.....20  
SECTION 702 Certain Provisions Conditional .....21  
SECTION 703 Pledge of State .....21

ARTICLE VIII  
ADDITIONAL AGREEMENTS

SECTION 801 Insurance .....21  
SECTION 802 Indemnification .....21  
SECTION 803 Wheelabrator Authority to Enforce Certain Obligations of the Municipality .....22

ARTICLE IX  
MISCELLANEOUS

SECTION 901	Conditions Precedent, Renewal Date and Duration of Agreement.....	22
SECTION 902	Events of Default by Municipality; Breach of Contract by Municipality.....	23
SECTION 903	Breach by the Authority and Remedies of the Municipality .....	23
SECTION 904	Arbitration; Disputes Involving Wheelabrator. ....	23
SECTION 905	Limitation of Liability.....	24
SECTION 906	Further Assurances.....	25
SECTION 907	Limitations Upon Consent.....	25
SECTION 908	Form of Consent.....	25
SECTION 909	Notices, Documents and Consents.....	25
SECTION 910	Conformity with Laws .....	25
SECTION 911	Nonassignability .....	25
SECTION 912	Amendments .....	26
SECTION 913	Applicability of the Solid Waste Disposal Agreement .....	26
SECTION 914	No Vested Rights .....	26
SECTION 915	Execution of Documents.....	26
SECTION 916	Waiver.....	26
SECTION 917	Remedies.....	27
SECTION 918	Entirety.....	27
SECTION 919	Severability .....	27
SECTION 920	Creation of SWC.....	27

Schedules and Exhibits:

Schedule 205	Facility Safety Rules and Regulations
Exhibit A	Form of Amended and Restated Solid Waste Disposal Agreement
Exhibit B	Insurance Required to be Maintained by Municipality and Hauler

**MUNICIPAL SOLID WASTE MANAGEMENT SERVICES AGREEMENT  
BETWEEN CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**AND**

**THE TOWN OF TRUMBULL, A MUNICIPALITY OF THE STATE OF  
CONNECTICUT  
FOR THE DELIVERY AND DISPOSAL OF WASTE**

**PREAMBLE**

This Agreement is made and dated as of the 8<sup>th</sup> day of December, 2008 (the "Execution Date"), by and between the CONNECTICUT RESOURCES RECOVERY AUTHORITY (the "Authority"), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (the "State"), and the TOWN OF TRUMBULL, a municipality and political subdivision of the State (the "Municipality").

**WITNESSETH:**

Recitations of the Municipality:

WHEREAS, the Municipality has an affirmative obligation under State law (Section 22a-220 of the General Statutes) to make provision for the safe and sanitary disposal of all solid wastes (other than hazardous wastes) generated within its boundaries and to make provision for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner of Environmental Protection for the State pursuant to Section 22a-241b(a) of the General Statutes; and

WHEREAS, pursuant to the authority granted to the Municipality under Chapter 446d and Title 7 of the General Statutes, it is agreeing to deliver or cause to be delivered to the Facility, all of the residential Acceptable Waste under its control and generated within its boundaries; and

WHEREAS, the Municipality is authorized by Section 22a-275 and by Section 22a-221 of the General Statutes: (i) to enter into a long term contract with the Authority for adequate resource recovery and waste disposal processing, (ii) to pay reasonable fees and charges established for such services; and (iii) to enter into and perform this Agreement; and

WHEREAS, two or more of the municipalities of Bethany, Bridgeport, Easton, Fairfield, Milford, Monroe, Orange, Shelton, Stratford, Trumbull, Westport, and Woodbridge propose to enter into an interlocal agreement effective as of the Renewal Date, creating the Greater Bridgeport Regional Solid Waste Committee (the "SWC"); and

WHEREAS, the Municipality and the Authority have consulted concerning the provision of solid waste management services to the aforesaid municipalities following the expiration of

the current solid waste management services contracts between the Authority and the municipalities; and

WHEREAS, as of the Renewal Date, those certain leases of the Transfer Stations to the Authority from the respective municipalities in which the Transfer Stations are located shall have expired by their terms; and

WHEREAS, as of the Renewal Date, and pursuant to Section 4.04(d) of the 1985 SWDA, Wheelabrator shall have delivered up the Transfer Stations to the Authority, together with the items permanently affixed thereto, in as good condition as they were on the date Wheelabrator commenced operations at the Stations, damage from ordinary wear and tear from the use of the Transfer Stations for their intended purposes excepted; and

WHEREAS, as of the Renewal Date, the Authority and the respective municipalities in which the Transfer Stations are located shall have undertaken all actions necessary to transfer from the Authority to such municipalities any permits or licenses held in the Authority's name and necessary for the lawful operation of the Transfer Stations, together with such other real or personal property as the Authority and such municipality may determine is necessary to be so conveyed; and

WHEREAS, as of the Renewal Date, the Authority shall have no right, title, or interest in or to, or any liability in respect of, the Transfer Stations; and

WHEREAS, after the Renewal Date, each of the municipalities of Fairfield, Milford, Trumbull and Westport will own and operate (or cause to be operated) the Transfer Station located in each such municipality; and

WHEREAS, each of the Participating Municipalities and the Authority have agreed that it is in the best interest of each such Participating Municipality and the Authority to dispose of Acceptable Waste pursuant to the terms of this Agreement and the SWDA; and

WHEREAS, the Municipality has received and reviewed such matters and such information as it considers necessary or appropriate for such execution and has taken such action as is required or necessary acting pursuant to its charter and/or General Statutes or Special Act to cause this Agreement to be binding on it and enforceable as to its terms;

Recitations of the Authority:

WHEREAS, the Authority was established pursuant to the Connecticut Solid Waste Management Services Act (the "Act"), Title 22a, Chapter 446e of the General Statutes, as a body politic and corporate, constituting a public instrumentality and political subdivision of the State established and created for the performance of an essential public and governmental function; and

WHEREAS, under the Act, the Authority has the responsibility and authority for implementing the state solid waste management plan (the "Plan") by providing solid waste

disposal and resource recovery systems and facilities, and solid waste management services, including recycling services, where necessary and desirable throughout the State; and

WHEREAS, the Authority has determined that this Agreement furthers the statutory mission of the Authority under the Act and effectuates the purposes of the Plan in conformity with the provisions of Chapter 446d of the Connecticut General Statutes; and

WHEREAS, the Authority is authorized by the Act to design, acquire, lease, construct, erect, build, alter, reconstruct, improve, enlarge or extend, own, operate, maintain and finance waste management projects, and to make provision for their management and for the manufacturing, processing and transportation operations necessary to derive recovered resources from solid waste and for the contracting for the sale of such; and to contract with municipalities to provide the service of recovery, storing and processing of Acceptable Waste in such a way as to produce materials or energy which may be used in manufacturing, agriculture or other processes; and to charge reasonable fees for the services it performs; and

WHEREAS, the Authority is authorized by the Act to utilize private industry to the maximum extent feasible for the operation of resource recovery facilities and is further authorized to utilize private industry for implementation of the Plan and such other activities as may be considered necessary, desirable or convenient by the Authority; and

WHEREAS, the Authority has negotiated a renewal of that certain Solid Waste Disposal Agreement dated November 15, 1985, as amended from time to time (the "1985 SWDA") with Wheelabrator Bridgeport, L.P., successor-in-interest to Bridgeport Resco Company, L.P., pursuant to the terms of that certain Amended and Restated Solid Waste Disposal Agreement by and between the Authority and Wheelabrator dated December 1, 2008 (the "Solid Waste Disposal Agreement" or the "SWDA"), in the form attached hereto as Exhibit A; and

WHEREAS, the rights and obligations of the parties to the SWDA shall commence on January 1, 2009 (the "Renewal Date"); and

Joint Recitations:

WHEREAS, each of the Authority and the Municipality desire to renew that certain original Municipal Solid Waste Services Agreement from 1985, pursuant to the terms of this Agreement, revised to reflect the assumption by the Municipality of the operation of any Transfer Station located in such Municipality, and transportation services from such Transfer Station to the Facility, including taking up the existing arrangements under which such services have been provided by Wheelabrator.

NOW, THEREFORE, in consideration of the undertakings and agreements hereinafter set forth and in reliance upon the preceding representations, the Authority and the Municipality agree as follows:

ARTICLE I  
DEFINITIONS

SECTION 101 Specific Definitions. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to them in the SWDA. As used herein, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this section shall have the following meanings:

“1985 SWDA” has the meaning set forth in the Recitals.

“Acceptable Waste” means unwanted or discarded materials of the kind normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a municipality through private or municipal collection, and commercial, governmental and light industrial waste which a municipality is required pursuant to Conn. Gen. Stat. § 22a-220 and other State law to make provision for the safe and sanitary disposal of, but not including in any case Recyclables, SHW or OBW.

“Agreement” means this Municipal Solid Waste Management Services Agreement between the Authority and the Municipality.

“Applicable Tonnage” means, for any Contract Year, the greater of: (1) the number of Tons of Acceptable Waste delivered by the Municipality and accepted at the Facility; or (2) the Minimum Tonnage Amount of the Municipality.

“Authority Administrative Fee” has the meaning given in Section 502(c) herein.

“Authorized Representative of the Municipality” means any of (i) the SWC; or (ii) any officer, employee, elected official or other person eligible under, and properly authorized by applicable law to act as an Authorized Representative for the purposes of this Agreement, designated as such in writing to the Authority; or (iii) the Chief Executive Officer of the Municipality.

“Contract Year” means each 12-month period under this Agreement commencing on July 1 of each year, except that the first Contract Year shall begin on January 1, 2009 and end on the following December 31; the second Contract Year shall begin on January 1, 2010 and end on June 30, 2010; and the last Contract Year shall begin on July 1, 2013 and end on June 30, 2014. A "full Contract Year" is any Contract Year consisting of 12 months. Obligations hereunder with respect to delivery or acceptance of specified amounts of Waste which are stated to be applicable to a full Contract Year shall be proportionately reduced in any other Contract Year.

“Cost of Operation” has the meaning given in Section 502(b) herein.

“Excess Waste” means Tons of Acceptable Waste delivered by or on behalf of Participating Municipalities to and accepted at the Facility pursuant to the SWDA that are in excess of the Authority’s Capacity in any Contract Year.

“Interlocal Consultant” means, collectively, any engineering, accounting, legal or financial consultants which shall advise the SWC and the Participating Municipalities, selected by the SWC and paid for out of the SWC Administrative Fee.

“Minimum Tonnage Amount” means the number of Tons of Acceptable Waste for each full Contract Year set forth below the signature of the Municipality to this Agreement, except that such amount shall be pro-rated for the second six-month Contract Year.

“MFN Transaction” means a transaction entered into by the Authority and Wheelabrator pursuant to Section 3.04 of the SWDA.

“Municipal Disposal Fees” means the fees payable to the Authority by the Municipality as provided in Article V herein.

“Municipal Limit” means, at any time, one hundred and ten percent (110%) of the Minimum Tonnage Amount at such time.

“Municipal Service Agreement” means this Agreement or an agreement substantially identical to this Agreement executed by another Participating Municipality and the Authority.

“Municipality’s Share” of any amount in any Contract Year means, unless otherwise expressly provided herein, the same proportion of such amount as the Minimum Tonnage Amount bears to the AGT.

“Plastic Containers” means containers made from (1) polyethylene terephthalate (PET) or (2) high density polyethylene (HDPE).

“Recyclables” means segregated newspaper and cardboard and commingled or segregated junk mail and magazines, commingled glass food and beverage containers, metal food and beverage containers, Plastic Containers, and such other items to be designated by SWEROC, a Municipality or the State from time to time. Such other items may include, but not be limited to, office paper and computer paper. In no case shall “Recyclable” be deemed to include any material or substance defined as a Hazardous Waste.

“Renewal Date” has the meaning set forth in the Recitals.

“Solid Waste” means unwanted and discarded solid materials, consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes, excluding semi-solid, liquid materials collected in a municipal sewerage system.

“Solid Waste Disposal Agreement” or “SWDA” has the meaning set forth in the Recitals.

“SWEROC” means the Southwest Connecticut Regional Recycling Operating Committee as created by that certain inter-community agreement dated as of September 15, 1989, as amended.

SECTION 102 General Definitions and Construction. As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;

(c) the words “herein,” “hereof” and “hereunder” and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; and

(d) the words “include” and “including” shall be deemed to be followed by the words “without limitation.”

## ARTICLE II RESPONSIBILITIES OF THE PARTIES TO SUPPLY AND DISPOSE OF ACCEPTABLE WASTE

SECTION 201 Disposal Services to be Provided. Pursuant to the SWDA, the Authority has obtained Solid Waste disposal capacity at the Facility in an amount, during each full Contract Year, equal to the Authority’s Capacity. On and after the Renewal Date and in accordance with the SWDA, the Authority will cause Wheelabrator to accept for processing and/or disposal at the Facility all Acceptable Waste delivered by the Participating Municipalities, either directly or indirectly through a Transfer Station, up to the Authority’s Capacity, plus to the extent provided in Section 3.02(b) of the SWDA, Excess Waste.

### SECTION 202 The Responsibilities of the Municipality to Supply Acceptable Waste.

(a) Tonnage Commitment. Beginning on the Renewal Date, the Municipality shall deliver or cause to be delivered to the Facility, all residential Acceptable Waste under its control and generated by or within the boundaries of the Municipality.

(b) Municipal Action to Assure Delivery of Acceptable Waste. The Municipality shall take all necessary steps within its legal authority to ensure that its obligations under Section 202(a) shall be satisfied as of the Renewal Date and continuing during each Contract Year of this Agreement.

(c) Failure to Deliver; Overdelivery. In the event that the Municipality fails to deliver or cause to be delivered to the Facility Acceptable Waste in an amount at least equal to the Minimum Tonnage Amount it may result in the assessment of Lost Tip Fees in accordance with Section 502(a)(iii) hereof. In the event that the Participating Municipalities, in the aggregate, deliver or cause to be delivered to the Facility Acceptable Waste in an amount greater than the Authority Capacity, it may result in the assessment of additional fees in accordance with Section 502(a)(iv) hereof. OBW is not to be included in the determination as to whether the Municipality has delivered the Minimum Tonnage Amount.

(d) Requirements Regarding Waste.

(1) The Municipality will use its best efforts:

- (i) to deliver or cause to be delivered to the Facility only Acceptable Waste;
- (ii) to prevent the delivery to the Facility, either directly or indirectly, of SHW, OBW and Recyclables; and
- (iii) to otherwise ensure that all Waste delivered to the Facility by it or on its behalf pursuant to this Agreement complies with all requirements of this Agreement and of the SWDA. Without limiting the generality of the preceding sentence, the Municipality will use its best efforts to prevent the delivery to the Facility of Waste which is manifestly not Acceptable Waste.

(2) The Authority or Wheelabrator may deny admission to the Facility of any vehicle carrying Special Handling Waste or other Waste which may leak, spill or allow Waste to be blown or scattered before unloading at any part of the Facility or Facility Site. Wheelabrator may cause any Special Handling Waste which is discovered at the Facility Site to be promptly removed and delivered to a disposal site within or without the State acceptable to Wheelabrator and, if any part of the cost of handling, transporting and disposal of such Special Handling Waste is to be paid by the Authority, the Authority may include such costs in the Disposal Fee Adjustments contemplated by Section 502(a) hereof, without limiting the generality of the payment provisions in Article V hereof.

(3) In all cases where the requirements of this Agreement involve technical or scientific analyses or determinations as to Waste, the Authority shall have final authority (as between the Authority and the Municipality) as to methods, standards, criteria, significance, evaluation, and interpretation of such analyses and determinations, which final authority shall be reasonably exercised. The Authority may from time to time make a determination as to whether any Waste delivered to the Facility by or on behalf of the Municipality is not in compliance with such requirements then in effect. A copy of said determination shall be mailed to the Municipality and for all purposes of this Agreement shall be conclusively deemed to have been made in accordance with this Article and to be correct.

(4) It is understood and agreed that the Facility is neither designed for nor intended to be used for the transportation, storage, or disposal of Hazardous Waste. The Municipality will use commercially reasonable efforts to take all necessary or appropriate action within its control to ensure that no Hazardous Waste is delivered to the Facility or Facility Site by or on behalf of it and that no part of the Facility or a Transfer Station shall become classified as a hazardous or toxic materials storage or processing facility.

(5) Any Waste which does not conform to the requirements of this Agreement or Section 3.11 of the SWDA and which is delivered to the Facility by or on behalf of a Participating Municipality shall be deemed for purposes of this Agreement as not accepted by

Wheelabrator and, if discovered at the Facility Site, may be disposed of by Wheelabrator in accordance with Section 3.11 of the SWDA. The Participating Municipality or Participating Municipalities in which such nonconforming Waste was generated shall pay for all costs incurred by the Authority, including fines or penalties, in connection with the transportation, handling or disposal of such nonconforming Waste, except to the extent that the Authority obtains prompt reimbursement from the commercial hauler or generator, if any, who delivered such nonconforming Waste. In the event that the source of any such nonconforming Waste cannot be identified after commercially reasonable efforts, all such costs shall be paid as provided by the SWDA, and the Authority's share of such costs shall be included in the Municipal Disposal Fees in accordance with Article V herein.

(e) Municipal Covenant Regarding Characteristics of Acceptable Waste. The Municipality covenants that it will take no action that would prevent Acceptable Waste generated within its boundaries from meeting the requirements of Section 202(c) of this Agreement, other than Recyclables.

SECTION 203 The Responsibilities of the Authority With Respect to Acceptable Waste.

(a) Beginning on the Renewal Date and consistent with the requirements of this Agreement and the SWDA, the Authority shall cause Wheelabrator to accept and dispose of Acceptable Waste delivered to the Facility by or on behalf of the Municipality, and the Authority shall collect the Municipal Disposal Fees determined under Article V herein; provided, that the Municipality shall make the payments required hereby, and shall otherwise comply with the terms and conditions of this Agreement; provided, further, that the Authority shall not be obligated to cause Wheelabrator to accept from or on behalf of the Participating Municipalities in any full Contract Year (as reduced proportionally in any shorter Contract Year), in the aggregate, more than the Authority Capacity, except to the extent of such Tons as may be accepted at the Facility as Excess Waste pursuant to Section 3.02(b) of the SWDA.

(b) To the extent Excess Waste is delivered to the Facility, Wheelabrator may accept and process such Excess Waste at the Facility, or Wheelabrator may deliver or cause to be delivered such Excess Waste to an Alternative Processing Facility or a Landfill, all pursuant to Section 3.02(b) of the SWDA. In addition to any fees associated with the handling of such Excess Waste, including Municipal Disposal Fees, the Municipality shall pay any incremental or other costs incurred by the Authority with respect to any such Excess Waste, which incremental or other costs shall reflect any savings realized by the Authority.

(c) The Authority shall use commercially reasonable efforts to cause Wheelabrator to dispose of all Acceptable Waste in compliance with all applicable federal and State regulatory requirements.

SECTION 204 Nonsolicitation by Wheelabrator and Identification of Source of Waste.

(a) As provided in the SWDA, Wheelabrator shall not, at any time, solicit or accept Acceptable Waste from any Participating Municipality, except for non-residential Acceptable Waste generated in a Participating Municipality that is not subject to a "flow control" ordinance

in effect in any such Participating Municipality. The Authority shall take timely action when necessary to enforce this provision of the SWDA.

(b) The Municipality will neither take any action that would result in Waste delivered to the Facility being identified as Waste generated outside a Participating Municipality nor take any action that would result in Waste generated within the boundaries of a non-Participating Municipality being delivered to the Facility. If the Municipality has a Transfer Station used for delivery of Acceptable Waste for disposal at the Facility, the Municipality will identify in writing all Acceptable Waste generated by other Participating Municipalities but delivered through any such Transfer Station and provide such information to the Authority at its request.

(c) Any Acceptable Waste delivered to the Facility in a vehicle containing Waste from more than one Participating Municipality shall be credited proportionally to each such Participating Municipality. It shall be the responsibility of the Municipality to monitor haulers so as to ensure the ability to credit Acceptable Waste to the Participating Municipality in which such Acceptable Waste was generated. The Authority will cause Wheelabrator to cooperate with any such monitoring.

#### SECTION 205 Transportation, Routing and Scheduling of Waste Deliveries.

(a) The Municipality shall make or cause to be made regular deliveries of Acceptable Waste to the Facility during the hours of operation provided herein. Acceptable Waste deliveries by the Municipality shall be made in vehicles which are compatible with the operation of the Facility, including the requirements set forth in Section 3.08(a) of the SWDA. The Municipality shall comply with the Facility rules set forth on Schedule 3.05(e) to the SWDA and attached hereto as Schedule 205(a), and shall use its best efforts to cause any haulers delivering Acceptable Waste to the Facility on behalf of such Municipality to comply with such rules as well. The Municipality shall, and shall cause its haulers to, cause each vehicle delivering Acceptable Waste to the Facility to display a decal with a permit number referencing a permit issued by the Authority authorizing the delivery on behalf of the Municipality of Acceptable Waste to the Facility.

(b) The Authority will cause Wheelabrator to keep the Facility open for the receiving of Acceptable Waste in accordance with the SWDA at the following times: from 2:00 a.m. until at least 4:00 p.m. Monday through Friday, and from 12:00 a.m. until at least 2:00 p.m. Saturdays; excluding, in each case, Legal Holidays. In accordance with the SWDA, Wheelabrator may request and accept the delivery of Acceptable Waste at times other than the normal receiving times ("Non-Standard Receiving Times") at no additional cost to the Authority. In the event that deliveries are made at Non-Standard Receiving Times pursuant to a request by Wheelabrator, the Municipality will be reimbursed by the Authority all additional operating costs reasonably incurred by the Municipality as a result of such deliveries, upon submission of properly documented invoices and if such deliveries are requested by Wheelabrator, after receipt by the Authority of amounts due from Wheelabrator in connection therewith. If the Municipality wishes to make a request to Wheelabrator that deliveries of Acceptable Waste be accepted during Non-Standard Receiving Times, the Municipality shall provide the Authority with at least seven days' prior written notice of any such request. If Wheelabrator accepts delivery of Acceptable Waste during Non-Standard Receiving Times pursuant to the Municipality's request, the

Municipality will pay all additional costs reasonably incurred by Wheelabrator or the Authority resulting from the provision of such Non-Standard Receiving Times, upon submission of properly documented invoices.

(c) The Municipality understands that the Facility cannot process an unlimited amount of Acceptable Waste during any given period and that the SWDA contains provisions limiting the aggregate amount of Acceptable Waste which the Facility can accept from all Participating Municipalities. Except as provided in Section 203(a) and (b), the Municipality shall not during any full Contract Year (reduced proportionately with respect to any Contract Year shorter than a full Contract Year) deliver or cause to be delivered to the Facility more than the Municipal Limit. The determination of whether Excess Waste have been delivered to the Facility shall be made for each Contract Year.

The AGT (and, as a result, the Authority's Capacity) may be reduced by a MFN Transaction in accordance with Section 3.04 of the SWDA. In such case, the Minimum Tonnage Amount (and, as a result, the Municipal Limit) may be reduced so as to maintain the same relationship between the Minimum Tonnage Amount, and the AGT after such reduction, as the Minimum Tonnage Amount and the AGT bore before such reduction, unless the SWC shall have promptly notified the Authority in writing that the Minimum Tonnage Amount shall be reduced by some other amount (provided that the aggregate reduction of the Minimum Tonnage Amounts of all Participating Municipalities shall not exceed the amount by which the AGT is reduced by such MFN Transaction), which notification shall be binding on all Participating Municipalities and may be relied on by the Authority without inquiry or investigation. The Authority shall give reasonable notice to the Municipality of any such decrease in the Minimum Tonnage Amount (and, corresponding decrease in the Municipal Limit). Notwithstanding the provisions of Section 912 hereof, to the extent the SWDA is modified pursuant to a MFN Transaction, the Municipality shall become subject to all such modified terms and conditions of such modified SWDA, and Exhibit A to this Agreement shall be supplemented to include a copy or memorandum of such modification.

(d) In the event that Wheelabrator is unable to accept Acceptable Waste at the Facility and unless the Authority elects to adopt Alternate Arrangements pursuant to Section 3.11 of the SWDA, Wheelabrator may, in accordance with Section 3.11 of the SWDA, redirect such Acceptable Waste to an Alternative Processing Facility, and if no Alternative Processing Facility is reasonably available, a Landfill, in each case acceptable to Wheelabrator and, if such an inability to accept is due to a Force Majeure Event, consented to by the Authority. Any additional costs incurred by Wheelabrator in connection with such redirection shall be paid by Wheelabrator, except to the extent that such redirection is due to a Force Majeure Event, in which event Wheelabrator shall not be responsible for any additional costs and the Municipality shall pay its Municipality's Share of such additional costs incurred by the Authority, as provided in Section 3.11 of the SWDA. If the Authority has elected to make Alternate Arrangements as aforesaid, the Municipality shall pay its Municipality's Share of any additional costs incurred by the Authority as a result of such Alternate Arrangements.

ARTICLE III  
[RESERVED]

ARTICLE IV  
RECYCLABLES

SECTION 401 Recycling Obligations. The Municipality shall be responsible for compliance with all applicable laws regarding Recycling and shall cause all Recycling collection, processing, sales and other related activity to be conducted by or through, a Municipality, SWEROC or the Authority, and, in the case of Recycling conducted through the Authority, on terms and conditions satisfactory to the Authority.

SECTION 402 Recordkeeping. The Municipality agrees to maintain or cause to be maintained adequate books and records regarding collection, processing and sale of Recyclables. At the request of the Authority, at any time and from time to time, the Municipality agrees to provide or cause to be provided to the Authority books, records and receipts regarding the collection, processing and sale of the Recyclables.

ARTICLE V  
PAYMENTS

SECTION 501 Pricing System.

(a) Generally. In consideration for the Authority's services and expenditures hereunder, and in addition to any other payments to be made to the Authority hereunder (but without duplication), the Municipality will pay to the Authority the disposal fees and other payments (collectively, the "Municipal Disposal Fees") determined in accordance with this Article V. The Municipal Disposal Fees shall consist of the portion allocated to the Municipality by this Article V of (i) all amounts payable by the Authority under the SWDA, (ii) other costs reasonably incurred by the Authority in performing its obligations under the SWDA and the Municipal Service Agreements to the extent hereinafter provided, (iii) the Authority Administrative Fee, and (iv) the administrative costs of the SWC (the "SWC Administrative Fee"), including the costs of the Interlocal Consultant.

(b) Relationship of this Agreement to the SWDA. The Municipality acknowledges that Wheelabrator's willingness to enter into the SWDA and perform its obligations thereunder depends upon the Participating Municipalities' obligation to reimburse the Authority for the amounts to be paid by the Authority under the SWDA or to perform its obligations under the SWDA. This Agreement and the other Municipal Service Agreements are intended to allocate responsibility for payment of such amounts among the Participating Municipalities. The manner in which the obligations of the Authority are described in this Agreement shall not affect the interpretation or construction of the SWDA insofar as the obligations of Wheelabrator are concerned.

(c) Financing of the Municipality's Obligations by the Authority. The obligation of the Municipality to pay its portion (as determined under this Article V) of costs incurred by the Authority in connection with the performance of the Authority's obligations under the SWDA and otherwise, arises at the same time as the Authority becomes obligated to make payments in respect of such costs. Without limitation of the preceding sentence and in recognition of the

budgeting and revenue-raising procedures of the Participating Municipalities, the Authority agrees that payment of certain amounts by the Municipality hereunder may be deferred, as set forth in Sections 503 and 504. The Municipality understands and agrees, however, that: (i) except to the extent so deferred and funded by Authority borrowing referred to in the following clause (ii), the Municipality's obligation to pay such amounts matures no later than the time of maturity of the payment obligation of the Authority that gave rise to such obligation of the Municipality; (ii) the Authority will use commercially reasonable efforts to issue, and may issue without the further consent of the Municipality, bonds, notes, or other forms of indebtedness to obtain the funds necessary to make payments on a timely basis under the SWDA or otherwise, and that any principal, premium, if any, interest and issuance and other costs associated with such indebtedness shall be included in the Municipal Disposal Fees (without duplication) and payable by the Municipality to the extent provided herein; and (iii) in the event that the Authority is not able to finance any amounts, payment of which by the Municipality has been so deferred, interest may accrue on such amounts, pursuant to the SWDA or otherwise, and such interest shall be included in the Municipal Disposal Fees and payable by the Municipality to the extent provided herein.

#### SECTION 502 Municipal Disposal Fees.

This Section 502 sets forth the determination of the Municipal Disposal Fees which the Municipality becomes obligated to pay in respect of each Contract Year. Section 503 sets forth how such Municipal Disposal Fee shall be paid, including the provisions for determining when an amount included in the Municipal Disposal Fee for a specified Contract Year by operation of this Section 502 is in fact payable in a subsequent Contract Year, as contemplated by Section 501(c).

##### (a) Amounts Due Under the SWDA.

- (i) For each Contract Year, the Municipality will pay to the Authority, at the time or times provided in this Article V, an amount equal to the product of the Disposal Fee (as defined in and as determined pursuant to the SWDA) for such Contract Year and the number of Tons of Acceptable Waste delivered by the Municipality for such Contract Year. The Disposal Fee shall be determined pursuant to the SWDA and such determination shall be binding on the Municipality.
- (ii) For each Contract Year, the Municipality will pay to the Authority, at the time or times provided in this Article V, amounts equal to the Municipality's Share of any payments which the Authority is required to make under the SWDA in respect of Disposal Fee Adjustments determined pursuant to Article IV of the SWDA or in respect of any other obligations of the Authority under the SWDA, unless either (x) the SWDA expressly provides that a specific Disposal Fee Adjustment or portion thereof is allocable to the Municipality or (y) this Agreement otherwise expressly provides that the Municipality shall pay all or any other portion of such payment, and in either such case the Municipality shall pay the portion expressly so provided. Disposal Fee Adjustments and other

obligations for which the Municipality is required to pay the Authority pursuant to this clause (ii) shall be determined pursuant to the SWDA and any such determination shall be binding on the Municipality. Such Disposal Fee Adjustments and other obligations may include:

- (A) increases or decreases in the price of diesel fuel above or below a certain threshold;
  - (B) increases in Environmental Compliance Costs;
  - (C) excess costs of handling, transporting, and disposing of Special Handling Waste and Hazardous Residue;
  - (D) certain tax adjustments; and
  - (E) Any other adjustments permitted under the SWDA, other than Lost Tip Fees and charges related to Excess Waste.
- (iii) For each Contract Year, the Municipality will pay to the Authority, at the time or times provided in this Article V, amounts equal to the amount of any Lost Tip Fees under the SWDA allocated to the Municipality. The amount of Lost Tip Fees allocated to the Municipality shall be the portion of Lost Tip Fees that the SWC shall have notified the Authority in writing are to be allocated to the Municipality; provided, however, that if the SWC shall not have sooner so notified the Authority in writing of such allocation, the amount allocated to the Municipality shall be equal to the product of (i) the Lost Tip Fees times (ii) a fraction, the numerator of which is the number of tons, if any, by which the amount of Acceptable Waste delivered by the Municipality to the Facility is less than the Minimum Tonnage Amount, and the denominator of which is the remainder of (x) the aggregate Minimum Tonnage Amounts of each Participating Municipality that has delivered in such Contract Year less than its respective Minimum Tonnage Amount, less (y) the aggregate tons of Acceptable Waste delivered by such Participating Municipalities.
- (iv) For each Contract Year, the Municipality will pay to the Authority, at the time or times provided in this Article V, amounts equal to the charges under the SWDA related to Excess Waste ("Excess Waste Charges") allocated to the Municipality. The amount of Excess Waste Charges allocated to the Municipality shall be the portion of Excess Waste Charges that the SWC shall have notified the Authority in writing are to be allocated to the Municipality; provided, however, that if the SWC shall not have sooner so notified the Authority in writing of such allocation, the amount allocated to the Municipality shall be equal to the product of (i) the Excess Waste charges times (ii) a fraction, the numerator of which is the number of tons, if any, by which the amount of Acceptable Waste delivered by the Municipality to the Facility exceeds the Minimum

Tonnage Amount, and the denominator of which is the sum of (x) the aggregate tons of Acceptable Waste delivered by such Participating Municipalities, less (y) the aggregate Minimum Tonnage Amounts of each Participating Municipality which has delivered in such Contract Year more than its respective Minimum Tonnage Amount.

(b) Cost of Operation. The Municipality will also pay to the Authority, in addition to the amounts due under the SWDA and payable pursuant to subsection (a) above, but without duplication, the Municipality's Share of the Cost of Operation. For the purposes of this Agreement, the "Cost of Operation" shall mean the sum of all reasonable costs and expenses of the Authority, as approved by the SWC to the extent such approval is required under clauses (iii), (v) and (vi) below, resulting from or necessitated by the ownership, operation, administration, and maintenance of the Facility and Facility Site arising after the Renewal Date, or the rendering of services by the Authority pursuant hereto, not otherwise paid or satisfied, including the following items of cost or expense:

- (i) principal, premium, if any, and interest on, and any other reasonable costs incurred in connection with any indebtedness issued by the Authority and necessary to pay amounts contemplated by clauses (ii) through (vi) of this Section 502(b) or in Section 502(c) provided that items described in this clause (i) which fund payments due under the SWDA shall be deemed to be reasonable;
- (ii) the amounts of any deficits and expenses of the Authority resulting from the failure to receive sums payable to the Authority by any person, partnership, firm or public or private corporation with respect to the Authority's efforts to obtain Replacement Tonnage as contemplated by Section 301(e) of the SWDA, which funds the Authority will take all reasonable steps to collect, provided that the Authority shall provide the Municipality with the Municipality's Share of reimbursement upon payment of such amounts;
- (iii) amounts reasonably necessary to maintain any working capital reserves required by the Authority or other reserves approved by SWC;
- (iv) costs and attorneys' fees incurred for the defense of lawsuits (including prosecution of counterclaims or cross claims therein), arbitrations, or similar proceedings with respect to the Facility, the Transfer Stations, the SWDA or any of the Municipal Service Agreements;
- (v) costs and attorneys' fees incurred for the prosecution of lawsuits (including defense of counterclaims or cross claims therein), arbitrations, or similar proceedings initiated by the Authority with the approval of SWC; and

- (vi) all other costs and expenses reasonably incurred by the Authority, with the approval of SWC, in rendering services under this Agreement or the SWDA.

The Cost of Operation shall not include any administrative expense covered by the Authority's Administrative Fee. CRRA will consult with the SWC as to all expenditures incurred and made part of the Cost of Operation as to which SWC does not have specific approval rights in this Section 502(b), which consultation shall take place, to the extent practicable, prior to such expenditures being incurred.

(c) Authority Administrative Fee. The Municipality will also pay to the Authority, in addition to the amounts payable pursuant to Subsections (a) and (b) above, but without duplication, the Authority Administrative Fee described below, which shall cover the Authority's administrative expenses (including overhead and fixed costs) attributable or allocable to the rendering of services under this Agreement, including the following costs or expenses:

- (i) billing costs;
- (ii) costs related to enforcement of the Authority's rights under this Agreement or the SWDA;
- (iii) attorneys' fees and legal costs (other than the costs described in Sections 502(b)(iv) and (v));
- (iv) insurance; and
- (v) contract management.

The Authority Administrative Fee will not include any extraordinary or unexpected costs.

The Municipality shall be obligated to pay the Authority a non-refundable Administrative Fee which shall equal \$2.00 times the Applicable Tonnage. The Authority Administrative Fee shall escalate each Contract Year based on the Consumer Price Index.

(d) The SWC Administrative Fee. The Municipality will also pay to the Authority, in addition to the amounts payable pursuant to Subsections (a), (b) and (c) above but without duplication, the Municipality's Share of the SWC Administrative Fee. The Municipality's Share of the SWC Administrative Fee shall equal the product of (i) the Applicable Tonnage, times (ii) an amount the SWC shall notify the Authority in writing is the per Ton SWC Administrative Fee adopted by SWC for such Contract Year.

(e) Obligation to Pay Defaulted Amounts. If any other Participating Municipality or Municipalities shall default in the payment of any amounts for which they are responsible (including any amounts as to which the Authority is entitled to indemnification pursuant to clause (d) of Section 802) hereof) and such default shall have continued for more than 60 days, the Municipality shall pay its Municipality's Share of such amounts, and shall be entitled to full reimbursement upon the Authority collecting such delinquent amounts. The Authority shall have

the right to exercise, and at the direction of SWC shall exercise, every reasonable means, including bringing suit, to collect the amounts due and shall advise the Participating Municipalities monthly of the action being taken by the Authority. For the purpose of this Section 502(e), the Municipality's Share shall be calculated as follows: The Minimum Tonnage Amount of any defaulting Participating Municipality or Participating Municipalities shall be subtracted from the AGT, prior to dividing the Minimum Tonnage Amount by the AGT to obtain the Municipality's Share.

SECTION 503 Estimate of Municipal Disposal Fees.

(a) During the sixth month prior to the commencement of the Municipality's fiscal year, the Authority shall prepare a preliminary estimate of the Municipal Disposal Fees to be paid by the Municipality for the next Contract Year (the "Preliminary Estimate") and deliver the Preliminary Estimate to the Authorized Representative of the Municipality. The Preliminary Estimate shall include an estimated per Ton payment to be made by the Municipality for each Ton of Acceptable Waste delivered by the Municipality to the Facility in such Contract Year. Such per Ton estimate shall

- (i) take into account all Municipal Disposal Fees payable by the Municipality;
- (ii) assume that the Municipality will deliver to the Facility in such Contract Year the greater of: (1) the number of Tons of Acceptable Waste that the Municipality delivered to the Facility in the most recent 12 calendar months; or (2) the Minimum Tonnage Amount;
- (iii) include such amount as shall be necessary, assuming delivery by the Municipality during such Contract Year of the number of Tons determined pursuant to clause (ii): (A) to pay all amounts payable by the Municipality with respect to any prior Contract Year under Section 502 but remaining unpaid for any reason, including but not limited to failure of the Authority to borrow amounts sufficient to pay such amounts; and (B) to refund to the Municipality all overpayments, if any, accrued through the most recent fiscal year then ended; and
- (iv) include such amount as shall be required timely to provide funds for the payment during such Contract Year of the estimated amount of principal, premium, if any, and interest on any additional indebtedness issued by the Authority as contemplated by clause (ii) of Section 503(b) and not otherwise taken into account in any of clauses (i) through (iii) above, provided that such principal, premium, if any, interest and other costs shall be allocated among all Participating Municipalities in proportion, as nearly as practicable, in the discretion of the Authority, to the respective amounts of deferred payments of such Participating Municipalities financed by such bonds, notes or other forms of indebtedness.

Without limiting the specific approval rights of the SWC under Section 502(b), the Authority will consult with the Authorized Representative of the Municipality in the development of the Preliminary Estimate. During such consultation the Authority shall detail all costs and expenses, and explain the calculations for each of the items covered by Section 502(a) through (d) herein. No later than January 31 prior to the commencement of each Contract Year (or July 31, 2009, with respect to the Contract Year commencing January 1, 2010), the Authority shall deliver to the Authorized Representative of the Municipality a final estimate of such fees, amounts, and per Ton payment (the "Final Estimate"). The Municipality, upon receipt of the Final Estimate, shall make all budgetary and other provisions or appropriations necessary to provide for and to authorize the making by the Municipality to the Authority of such per Ton payment, multiplied by the greater of (x) the full number of Tons of Acceptable Waste used in calculating such per Ton payment and (y) the number of such Tons that the Municipality reasonably expects to deliver (up to but not exceeding the Municipal Limit), as the same becomes due and payable, subject to any final adjustments of the amounts due. Unless changed in accordance with Section 503(b), the per Ton payment as so determined shall remain in effect for each Contract Year.

(b) During any Contract Year, the Authority will notify the Authorized Representative of the Municipality of any increase in any cost previously estimated by the Authority for such Contract Year upon incurring such increased cost (unless the Authority, due to the nature of the cost, is not aware of such cost increase until after it is incurred). The Authority will consult with the Authorized Representative of the Municipality concerning such increased cost and will provide to the Authorized Representative of the Municipality, all information available to the Authority regarding such increased cost. Such increased cost shall be paid with the proceeds of short term borrowing or other available funds; any such borrowing will be repaid by either (i) increasing the per Ton payment determined pursuant to Section 503(a) for the next Contract Year for which a Final Estimate has not been made under Section 503(a), or (ii) issuing additional bonds or other indebtedness having a maturity beyond the end of such Contract Year. The Authority shall select either method (i) or (ii) and notify such Authorized Representative of the Municipality of its selection of the method to be used to pay such increased cost.

#### SECTION 504 Method of Payment.

(a) Monthly bill. The Authority shall submit a bill to the Municipality for the amounts payable by the Municipality for the actual Tons of Acceptable Waste delivered to the Facility by the Municipality during each calendar month, not more than fifteen days after the end of such month.

The bill for each month shall set forth the actual Tons of Acceptable Waste delivered by the Municipality and accepted by the Authority during such month, as recorded by Wheelabrator pursuant to the SWDA, the Municipal Disposal Fees owed by the Municipality in respect of such month, and the amount that the Municipality is then required to pay, which shall equal the actual number of Tons of Acceptable Waste delivered to the Facility by the Municipality during such month, multiplied by the per Ton payment included in the Final Estimate calculated pursuant to Section 503(a). On or before the tenth (10<sup>th</sup>) day following the date of invoice, the Municipality shall pay to the Authority or its designee the full amount shown as payable on such invoice. As

contemplated by clause (iv) of Section 503(a) if the aggregate amount actually paid by the Municipality during the Contract Year is greater or less than the total Municipal Disposal Fees payable under this Agreement for such Contract Year (as determined according to Section 502(a), (b) and (c)), the difference shall be reflected in the per Ton estimate for the next Contract Year for which no final per Ton estimate under Section 503(a) has been made (or, if there is no such Contract Year because this Agreement has terminated), shall be paid by the Municipality to the Authority or by the Authority to the Municipality, as the case may be, within the later of 90 days after the end of the Contract Year and 60 days after the date on which any invoice presenting the determination of such amount is tendered to the Municipality by the Authority. In the event that the Municipality is obligated to pay money to the Authority in respect of any prior Contract Year pursuant to the preceding sentence, the amount so paid by the Municipality shall include an allocation to the Municipality in accordance with the proviso to clause (ii) of Section 502(b), of a portion of all costs, including, without limitation, costs of borrowing, incurred by the Authority as a result of the payment by the Municipality of less than the full amounts owed pursuant to this Agreement. All amounts due from the Municipality under this Agreement shall be deemed to be current operating expenses of the Municipality. The Municipality understands and acknowledges that (i) the monthly bills delivered pursuant to this Section 504(a) may not require current payment of the full amount for which the Municipality is then liable under this Agreement, and (ii) the Municipality shall remain liable for payment of such amount notwithstanding deferral of the time at which payment of such amount is required. Nothing in this Article V shall prevent any Municipality from paying on a current basis amounts owed hereunder but, because of the operation of the estimated per Ton payment provided for in Section 503(a) not payable until the Contract Year in which the estimated per Ton payment is adjusted to take such amounts into account.

(b) Failure to Pay Bill. If payment in full of any bill rendered to the Municipality by the Authority is not made on or before the close of business on the 25th day following the date of mailing of such bill, a delayed payment charge on the unpaid amount due will be calculated at the Prime Rate and paid by the Municipality. If said 25th day is a Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge. Provided at least thirty (30) days' advance notice in writing has been given, Wheelabrator, or the Authority, with the consent of Wheelabrator pursuant to the SWDA, may, whenever any amount due under this Agreement remains unpaid subsequent to the tenth (10th) day after the due date, discontinue accepting Acceptable Waste from the Municipality until such bill and any subsequent payments which have become due are paid. No such discontinuance shall relieve the Municipality from any of its obligations under this Agreement.

(c) Obligation of Municipality to Make Payments. The Municipality agrees that its obligation to make any payments in the amounts and at the times herein specified (including specifically, without limiting anything else in this Section 604(c), its obligation to pay, within 10 days of the date of invoice, the amounts shown as payable on the monthly bills delivered pursuant to Section 504(a)) shall, absent manifest error, be absolute and unconditional, shall not be subject to any abatement, reduction, setoff, counterclaim, recoupment, defense (other than payment itself) or other right which the Municipality may have against the Authority or any other person for any reason whatsoever. Moreover, the Municipality's obligation to make such payments shall not be affected by any damage to the Facility, or any interruption or cessation in

the possession, use, or operation of the Facility by the Authority or Wheelabrator, or for any other reason, so long as Acceptable Waste permitted to be delivered by the Municipality is being accepted and disposed of under this Agreement.

(d) Disputes on Billing. In the event of any dispute as to any portion of any bill, the Municipality shall, absent manifest error, nevertheless pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of the disputed bill, give written notice of the dispute to the Authority. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges until notice is given as aforesaid. The provisions for arbitration as set forth in Section 904(b) hereof shall apply to any such unresolved dispute.

(e) Enforcement of Collections. To ensure that the Municipality will be able to pay the Municipal Disposal Fees and other amounts payable hereunder, the Municipality will diligently enforce or levy and collect all taxes, cost sharing or other assessments or fees, rentals or other charges for the collection of Acceptable Waste, and will take all steps, actions, and proceedings for the enforcement and collection of such taxes, cost sharing or other assessments or fees, rentals, or other charges lawfully levied, which shall become delinquent, to the full extent permitted by the laws of the State.

(f) Survival of Payment Obligations. All payment obligations of the Municipality or the Authority under this Agreement shall survive any expiration or termination of the Agreement.

## ARTICLE VI ADDITIONAL RESPONSIBILITIES

SECTION 601 Statutory Responsibility. The Municipality shall retain any responsibility it has under State law to make provisions for the safe and sanitary disposal of any Waste generated within its boundaries that the Authority is unable or not required to accept pursuant to this Agreement, or that Wheelabrator is unable or not required to accept pursuant to the SWDA. Acceptance by Wheelabrator at the Facility from the Municipality of Waste in a volume or with characteristics exceeding or violating any limit or restriction provided for by or pursuant to this Agreement in one or more instances, or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any of the provisions of this Agreement and shall not in any way obligate Wheelabrator thereafter to accept or to make provision for Waste delivered and accepted at the Facility in a volume or with characteristics exceeding or violating any limit or restrictions under any other circumstances.

SECTION 602 Cooperation of the Municipality. The Municipality shall cooperate with the Authority in seeking and obtaining new Municipal Service Agreements with other municipalities in the State, if and to the extent requested by the Authority.

SECTION 603 Substitution of Municipality. With the prior written consent of the Authority and of Wheelabrator, the Municipality may assign the whole or any part of its rights and obligations under this Agreement to another municipality so long as such other municipality

is a political subdivision of the State and assumes in writing, by the filing with the Authority, the SWC and Wheelabrator of an instrument of assignment and assumption in form and substance satisfactory to the Authority, the SWC and Wheelabrator, the obligations of the Municipality so assigned. Such assignment and assumption shall not relieve the assignor of liability hereunder in the event of nonpayment of amounts to be paid hereunder by the assignee. Prior to any such assignment, the Municipality shall have first offered each of the Participating Municipalities the opportunity of such assignment and shall not have within ninety (90) days from the date thereof received an acceptance.

SECTION 604 Liability for Collection. Any liability incurred by the Municipality as a result of the collection of Acceptable Waste for delivery to the Facility shall be solely its liability.

SECTION 605 Solid Waste Segregation Programs. The Authority and the Municipality agree that no provision of this Agreement is intended to either discourage or prohibit either voluntary or locally ordained Solid Waste segregation programs or the sale of such segregated materials to private persons so long as any such program is not at the expense of the Authority. If at any time the Authority's AGT under the SWDA shall be reduced pursuant to the provisions of Section 3.01(d) thereof, the Minimum Tonnage Amount shall be reduced by such amount as the SWC shall notify the Authority in writing, and, if the SWC shall not so notify the Authority, by an amount equal to the amount of any such reduction divided by a quotient, the numerator of which is the Minimum Tonnage Amount and the denominator of which is the aggregate of the Minimum Tonnage Amounts of all Participating Municipalities.

SECTION 606 Restriction on Termination. The Authority shall not permit the Municipality to terminate this Agreement and no Participating Municipality shall be permitted by the Authority to terminate its Agreement with the Authority so long as the Authority has any obligation under the SWDA.

SECTION 607 Right of Inspection. The Authorized Representative of the Municipality will have reasonable access to the Facility (subject to reasonable prior notice outside of normal receiving and operating hours) for the purpose of appropriate inspections of the buildings, equipment and operations. Such Authorized Representative shall comply with all reasonable safety rules and regulations at the Facility in conducting such inspections. Such Representative shall conduct any inspections in a manner so as not to unreasonably interfere with the operation of the Facility.

## ARTICLE VII COVENANTS BY AUTHORITY AND PLEDGE OF STATE

SECTION 701 Records and Accounts. The Authority shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of the transactions of the Authority relating to the Facility, including records of the quantity of Acceptable Waste delivered by the Participating Municipalities and accepted by Wheelabrator. Such books shall at all reasonable times be subject to the inspection of the Authorized Representative of the Municipality.

SECTION 702 Certain Provisions Conditional. The provisions of this Agreement requiring expenditure of monies by the Authority shall be subject to the condition that the Authority shall have monies legally available for such purposes, and no monetary liability on account thereof shall be incurred by the Authority beyond monies legally available for such expenditures. The Municipality understands and agrees that the Authority will be using private persons to discharge its obligations hereunder to accept and dispose of Acceptable Waste. The Municipality agrees that the Authority shall not be deemed to be or be in default of this Agreement if the operation of the Facility or any part thereof shall be delayed or interrupted (a) by the act or neglect of Wheelabrator or of any person selected by the Authority with the consent of the SWC to perform any of the Authority's obligations hereunder; or (b) by any other cause beyond the reasonable control of the Authority.

SECTION 703 Pledge of State. In accordance with the Act, the Authority hereby includes the following pledge and undertaking for the State of Connecticut:

The State of Connecticut hereby pledges to and agrees with the Municipality and with any assignee of any right of the Authority under this Contract that the State will not limit or alter the rights hereby vested in the Authority until this Agreement is fully performed on the part of the Authority, provided nothing contained in this Section shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the Municipality and any such assignee. (Conn. Gen. Stat. Section 22a-274.)

#### ARTICLE VIII ADDITIONAL AGREEMENTS

SECTION 801 Insurance. The Municipality shall obtain and maintain or cause to be maintained with responsible insurers, insurance coverage of the categories and in the amounts listed, and shall comply with the terms set forth, in Exhibit B. The Authority shall be named as an insured on each applicable insurance policy maintained or caused to be maintained by the Municipality. The Municipality shall cause (i) any hauler delivering municipal solid waste to the Facility on behalf of such Municipality and/or any person operating a Transfer Station within such Municipality and (ii) if the Municipality delivers municipal solid waste to the Facility directly, the Municipality, to maintain with responsible insurers, insurance coverage of the categories and in the amounts listed, and shall cause such haulers to comply with the terms, in Exhibit B and the Authority and Wheelabrator shall be named additional insureds on each applicable insurance policy maintained or caused to be maintained by such hauler or person or the Municipality, as the case may be.

SECTION 802 Indemnification. Subject to the terms and conditions of this Agreement, the Municipality agrees that it will protect, indemnify and hold harmless the Authority and its respective officers, directors, members, employees and agents (the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, and will defend the Indemnified Parties in any suit, including appeals, for (a) personal injury to, or death of, any person or persons, or loss or damage to property arising out of the Municipality's performance (or non-performance) of the Municipality's obligations hereunder (including without limitation claims made by or on behalf

of Wheelabrator or its agents, contractors, customers or other persons at the Facility), (b) breach of any obligation of the Municipality contained in this Agreement, (c) any misrepresentation or breach of warranty by the Municipality contained herein; (d) any decision by the SWC not to approve a proposed Cost of Operation pursuant to Section 502(b) hereof but only the Municipality's share of amounts covered by this clause (d). The Municipality shall not, however, be required to reimburse or indemnify any Indemnified Party for loss or claim due to the willful misconduct or negligence of any Indemnified Party, and the Indemnified Party whose willful misconduct or negligence is adjudged to have caused such loss or claim will reimburse the Municipality for the costs of defending any suit as required above. An Indemnified Party shall promptly notify the Municipality of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Municipality the opportunity to defend such claim, and shall not settle such claim without the approval of the Municipality. These indemnification provisions are for the protection of the Indemnified Parties only and shall not establish, of themselves, any liability to third parties.

SECTION 803 Wheelabrator Authority to Enforce Certain Obligations of the Municipality. As provided in Section 5.01(b) of the SWDA and to the extent permitted by law, Wheelabrator has the right to enforce the obligations of the Municipality set forth in Section 202(a), (b), Section 202(c), Section 502(a), Section 504, Section 603, Section 801 and Section 802 (collectively, the "Selected Municipal Obligations"), if and to the extent the Authority fails to do so and such failure continues for 30 days after written notice thereof from Wheelabrator. In the event that Wheelabrator elects to exercise the foregoing enforcement rights (after notice to the Authority as provided in Section 5.01(b) of the SWDA), Wheelabrator may do so as though it were originally named in this Agreement in the place of the Authority. The Municipality hereby acknowledges that the Authority has appointed Wheelabrator its attorney-in-fact to enforce the Selected Municipal Obligations to the extent provided in Section 5.01(b) of the SWDA and that Wheelabrator's consent (not to be unreasonably withheld) shall be required for making any changes to the Selected Municipal Obligations not imposed on the Participating Municipalities by any lawful authority (other than a Participating Municipality or the Authority).

ARTICLE IX  
MISCELLANEOUS

SECTION 901 Conditions Precedent, Renewal Date and Duration of Agreement.

(a) The effectiveness of this Agreement and of the parties' respective obligations hereunder is subject to the satisfaction of each of the following conditions precedent not later than the Renewal Date: (i) the Authority shall have entered into Municipal Service Agreements committing in the aggregate, at least the AGT to be delivered to the Facility under Authority auspices pursuant to the SWDA; and (ii) the effectiveness of the SWDA.

(b) The initial term of this Agreement shall commence on January 1, 2009 and end on June 30, 2014, unless the Authority and Wheelabrator extend the SWDA and the Authorized Representative of each Participating Municipality and the Authority agrees to an extension of this Agreement, in which event the initial term of this Agreement shall be extended without further action by the Municipality or the Authority until the expiration date of the SWDA, as so amended.

SECTION 902 Events of Default by Municipality; Breach of Contract by Municipality.

(a) Events of Default by Municipality. The occurrence of any one or more of the following events shall constitute an event of default hereunder (individually, an “Event of Default” and collectively “Events of Default”):

- (1) Breach of any material term or condition of the Agreement by the Municipality; and/or
- (2) Failure of the Municipality to make payments as required by this Agreement.

(b) Notice and Cure. If an Event of Default shall occur which has not been remedied within 30 days after receipt of notice from the Authority as to such Event of Default, the Authority may, if such Event of Default is continuing, terminate this Agreement upon 30 days notice to the Municipality; provided that if such Event of Default is not a payment default and can be cured and the Municipality shall have commenced to take appropriate steps to cure such Event of Default within a reasonable period of time, the same shall not constitute an Event of Default hereunder.

(c) Breach by the Municipality and Remedies of Authority. The Authority shall have all the remedies prescribed by law and by this Agreement for the enforcement or collection of any payments to be made by the Municipality under this Agreement, including the right to refuse to accept Acceptable Waste from the Municipality. Notwithstanding the initiation or continuance of any such remedies, the Municipality shall remain obligated to make the payments required to be made by it under this Agreement.

SECTION 903 Breach by the Authority and Remedies of the Municipality. Failure on the part of the Authority in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law shall not make the Authority liable in damages to the Municipality so long as the Authority acts promptly to remedy the failure to observe or fully perform any such obligation after such failure has been brought to its attention in writing or, so long as Acceptable Waste delivered by the Municipality shall be disposed of under this Agreement, relieve the Municipality of its obligations to make payments pursuant hereto or to fully perform any other obligation required of it under this Agreement. The Authority specifically recognizes that the Municipality is entitled to sue the Authority for injunctive relief, mandamus, specific performance or to exercise such other legal or equitable remedies, not herein excluded, to enforce the obligations and covenants of the Authority under this Agreement. The Municipality specifically understands that the SWDA is not intended to confer upon any person other than the parties thereto, any rights or remedies by reason of either of such Agreements except as expressly provided therein.

SECTION 904 Arbitration; Disputes Involving Wheelabrator.

(a) All disputes, differences, controversies or claims arising solely between the parties to this Agreement shall be adjudicated either by arbitration or litigation as provided in Subsection (b) below, and any such arbitration shall be conducted in the manner specified in this

Section; provided, however, that any dispute, difference, controversy or claim pertaining to or arising out of the SWDA, or the breach thereof, or involving a claim by or against Wheelabrator, shall be resolved pursuant to the provisions of Section 8.03 of the SWDA; further provided, that billing disputes pursuant to Section 5.04(d) hereof may at the option of either party be adjudicated by arbitration.

(b) Each party shall give written notice to the other of the existence and nature of any dispute in sufficient detail and shall choose either arbitration or litigation as the dispute resolution mechanism. If, within fifteen (15) days, the dispute is not resolved to the satisfaction of both parties or the parties cannot agree upon litigation or arbitration, then either party may initiate litigation. If arbitration is mutually agreed upon, such arbitration shall be conducted in accordance with the International Institute for Conflict Prevention & Resolution Rules for Non-Administered Arbitration in effect on the date of this Agreement, by a sole arbitrator selected jointly by the parties; provided, however, that if the parties cannot agree on an arbitrator then the International Institute for Conflict Prevention & Resolution (“CPR”) shall select the arbitrator.

(c) Any party hereto shall be entitled to present evidence and argument to the arbitrators. Such arbitration shall be held in Hartford, Connecticut.

(d) The arbitrator shall have the right only to interpret and apply the terms of this Agreement and may not change any such terms or deprive any party hereto of any right or remedy provided in this Agreement.

(e) The determination of the arbitrator shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination and shall furnish to each party a copy of such determination signed by him.

(f) The expenses of arbitration shall be borne equally by the parties to the arbitration, except if otherwise determined for good cause by the arbitrator. The arbitration expenses to be paid by the parties under this Section shall be limited to the fees of the arbitrator, administration costs of the arbitration hearings and similar items. Each party shall pay its own direct costs with respect to the arbitration such as counsel fees, expert witness fees and similar items.

(g) During the pendency of the arbitration the parties hereto will continue to perform their respective obligations under this Agreement.

SECTION 905 Limitation of Liability. Except as expressly set forth herein, the Municipality shall not be liable or obligated in any manner to pay special, consequential, punitive, incidental or similar damages on claims arising out of the performance or non-performance by the Municipality of its obligations under this Agreement or the transactions contemplated hereby, whether such claims are based upon contract, tort, warranty or some other legal theory, or are asserted directly against the Municipality or by third parties against the Authority. The Municipality’s obligations hereunder shall be limited to those expressly set out and assumed by the Municipality under this Agreement. In no event shall the Authority be liable or obligated in any manner to pay special, consequential, punitive, incidental or similar damages on claims arising out of the performance or non-performance by the Authority of its obligations

under this Agreement or the transactions contemplated hereby, or resulting from down-time at the Facility, whether such claims are based upon contract, tort, warranty or some other legal theory, or are asserted directly against the Authority or by third parties against the Municipality. The Authority's obligations hereunder shall be limited to those expressly set out and assumed by the Authority under this Agreement.

SECTION 906 Further Assurances. At any and all times the Authority and the Municipality (so far as it may be authorized by law) shall pass, make, do, execute, acknowledge, and deliver any and every such further resolution or ordinance, respectively, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, and confirming the obligations of each hereunder.

SECTION 907 Limitations Upon Consent. Whenever under the terms of this Agreement either party is authorized to give its written consent, the consenting party in its discretion may restrict, limit, or condition such consent in such reasonable manner as it shall deem advisable.

SECTION 908 Form of Consent. All consents of any party required under this Agreement shall be given in writing. Whenever under the terms of this Agreement an Authorized Representative of the Municipality is authorized to give consent, such consent may be given and shall be conclusively evidenced in such manner as is required by law. Whenever, under the terms of this Agreement, the Authority is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a certified copy executed by its President and under its seal, of a duly authorized act of the Authority giving such consent. Neither the Municipality nor the Authority shall unreasonably withhold its consent.

SECTION 909 Notices, Documents and Consents. All notices required to be given or authorized to be given by any party pursuant to this Agreement shall be in writing and shall be served personally or sent by registered mail to the Municipality at the following address: Town of Trumbull, Town Hall, 5866 Main Street, Trumbull, Connecticut 06611 (Attention: First Selectman), and to the Authority at: 100 Constitution Plaza, Sixth Floor, Hartford, Connecticut 06103 (Attention: President). Any such notice shall be effective when received.

SECTION 910 Conformity with Laws. Each party hereto agrees to abide by and to conform to all applicable laws of the United States of America, the State or any political subdivision thereof having any jurisdiction over the premises. Nothing in this Section contained, however, shall require any party hereto to comply with any law the validity or applicability of which shall be contested in good faith and, if necessary or desirable, by appropriate legal proceedings.

SECTION 911 Nonassignability. Except as specifically set forth herein, no party to this Agreement may assign any interest herein to any person without the consent of the other party hereto and any assignee hereof, in whole or in part, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of each party hereto. Nothing herein contained, however, shall be construed (i) as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liabilities, disabilities, functions and

duties of a party hereto, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed, (ii) as precluding the assignment by the Authority of the Authority's right to receive Acceptable Waste or (iii) as precluding the assignment by the Authority to Wheelabrator of Authority's rights hereunder. The Municipality specifically agrees to the assignment to Wheelabrator of the specific Authority rights permitted hereunder.

SECTION 912 Amendments. Subject to the specific provisions hereof permitting amendment and the SWDA, this Agreement may be amended from time to time by written agreement, approved by the Authority and the Municipality and duly executed by the chief executive officers of the parties hereto.

SECTION 913 Applicability of the Solid Waste Disposal Agreement. The Municipality acknowledges and agrees that (a) performance by it of its obligations hereunder is essential to enable the Authority to perform its obligations under the SWDA, and (b) Wheelabrator's willingness to enter into and perform the SWDA depends on the Participating Municipalities being obligated under this Agreement and the other Municipal Service Agreements. The Municipality will perform its obligations hereunder in a manner that is consistent with and in compliance with the SWDA. Whenever this Agreement refers to the Municipality's obligation to pay costs or expenses incurred by the Authority or words of similar effect, such costs and expenses shall include all amounts payable by the Authority under the SWDA. No amendments to the SWDA respecting obligations to deliver or accept Waste or to make payments for the handling, transportation or disposal of Waste which adversely affect the obligations of the Municipality hereunder shall bind the Municipality unless the Municipality and the Authority amend this Agreement to make such changes to the SWDA applicable hereunder; subject, however, to the provisions of Section 205(c) hereof.

SECTION 914 No Vested Rights. The Municipality shall not acquire any vested or ownership rights in the Facility or the Facility Site nor shall the Municipality have or claim any right to the exclusive use of the Facility or the Facility Site or any part thereof by reason of this Agreement.

SECTION 915 Execution of Documents. This Agreement shall be executed in two (2) or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other action as is necessary to give effect to the terms of this Agreement.

SECTION 916 Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any other breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement. Making payments pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any claims or defenses of the party making such payment.

SECTION 917 Remedies. Except as limited herein and if permitted by law, this Agreement shall be specifically enforceable by any party hereto.

SECTION 918 Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 919 Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 920 Creation of SWC. The Municipality accepts that the provisions herein with respect to the SWC will be effective from the creation of SWC by any two or more of the municipalities described in the fourth Whereas clause of this Agreement, regardless of whether the Municipality becomes a member of SWC, including, without limitation, the provisions (i) authorizing SWC to be the Authorized Representative of the Municipality, (ii) establishing the SWC Administrative Fee, and (iii) allocating Excess Waste Charges or Lost Tip Fees. Unless and until SWC is created by any two or more of such municipalities, SWC shall not have such powers, and in such event any costs of operation contained in Section 502 that are subject to the approval of SWC may be imposed by the Authority in its reasonable judgment without the approval of SWC or the Municipality.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Execution Date.

WITNESS

[Handwritten Signature]

[Handwritten Signature]

MUNICIPALITY

[Handwritten Signature]  
First Selectman

\_\_\_\_\_  
Keeper of the Seal

19.945  
Minimum Tonnage Amount

WITNESS

[Handwritten Signature]

[Handwritten Signature]

AUTHORITY

[Handwritten Signature]  
President

The Towns of Fairfield, Westport, Stratford, and Shelton, and the City of Bridgeport (“Participating Municipalities”) are seeking long-term Proposals from vendors to:

1. supply 100% of their municipal government and Board of Education electric generation requirements, and
2. Dispose of 100% of the municipal solid waste that is under their control. Prices are for disposal only.

TERM OF CONTRACT---the Participating Municipalities are seeking a 10 year contract, with two 5 year renewal options

### **Part One Electric Generation Purchase**

- The Bid Price must::
  - ✓ Include the contract generation price and the adder
  - ✓ Also include all ISO New England charges and mandates, including, but not limited to the Locational Basis, Locational Forward Reserves(LFR), Reliability Must Run (RMR), capacity charges, transmission and distribution line losses, congestion charges and any other ancillary charges
  - ✓ Also include any cost to comply with State of Connecticut mandated renewable portfolio standards.
  - ✓ Be fixed 24 hours a day, 365 days a year
  - Be a fixed price contract for two (2) years
  - ✓ Exclude sales taxes, as municipalities are tax exempt
  - ✓ Exclude late fees
- **The Product:**
  - ✓ Must be at least 25% green Power as defined by the State of Connecticut
- **The Contract**
  - ✓ Must not penalize a Participating Municipality for a change in electric generation requirements resulting from the addition of new or expanded facilities or the abandonment or discontinuance of a facility
- **Term**
  - ✓ Two year initial contract
  - ✓ Annual renewal options thereafter
  - ✓ For the annual renewal option, Contractor’s pricing offer shall be compared to PURA’s list of supplier options for the term in question, for fixed one year contracts
  - ✓ The Contractor’s offer must be less than the lowest price on the PURA list.
  - ✓ If the Contractor’s offer is the same or higher than the lowest price on the PURA list, the Participating Municipalities shall have the option of withdrawing from the Agreement.

*7200T for 12 towns*

### **Part II Solid Waste Disposal**

### Tip Fee

- ✓ For disposal services
  - ✓ Includes handling transport and disposal of any Residue and Unprocessed Waste
  - ✓ Includes any State imposed fees
  - ✓ Includes property and other taxes
  - ✓ Excludes Transfer and Haul
  - ✓ Fixed until June 2015
  - ✓ Escalates by 75% of an agreed upon Consumer Price Index
  - ✓ Available only to municipalities that also purchase electricity
- Term
    - ✓ 10.5 years
    - ✓ Two 5 year renewal options
    - ✓ Start date of January 1, 2014 or later

### Obligation to Deliver MSW

- ✓ Municipalities shall deliver all Acceptable Waste under its control, primarily residential waste, either
  - Collected by the municipality or its contractor and delivered to a transfer station, and then transported to the Facility, or
  - delivered directly to the Facility
- ✓ There shall be no minimum guarantee, nor Put or Pay of Acceptable Waste

### Obligation to accept MSW

- ✓ Vendor shall accept and process all Acceptable Waste delivered by the municipalities
- ✓ Acceptable Waste will be accepted from Monday to Saturday, 52 weeks a year

### Miscellaneous

- ✓ "Acceptable Waste"
- ✓ "Unacceptable Waste"
- ✓ "Residue"
- ✓ "Unprocessed Waste"
- ✓ "Force Majeure"
- ✓ "Facility"
- ✓ Insurance requirements
- ✓ No municipality or private hauler acting under contract to a municipality shall be offered a tip fee the same or less than the Tip Fee charged to the Participating Municipalities

As Requested, Town and BOE annual billing numbers:

<b>Name</b>	TRUMBULL TOWN OF	
<b>BP #</b>		<b>Legacy (CIS) Account #</b>
<b>Past 12 months at this PREMISE location</b>		
	<b>Summer</b>	<b>Winter</b>
<b>On-Peak kWh</b>	942,022	1,819,530
<b>Demand</b>	1,805	1,688
<b>Shoulder kWh</b>	458,273	717,058
<b>Demand</b>	1,704	1,606
<b>Off-Peak kWh</b>	793,437	1,238,872
<b>Demand</b>	1,640	1,518
<b>Total kWh</b>	5,969,190	
<b>Total (\$)</b>	796,695	
	<b>Counted Days</b>	371

<b>Name</b>	TRUMBULL BOARD OF EDUCATION	
<b>BP #</b>		<b>Legacy (CIS) Account #</b>
<b>Past 12 months at this PREMISE location</b>		
	<b>Summer</b>	<b>Winter</b>
<b>On-Peak kWh</b>	1,984,431	3,876,484
<b>Demand</b>	7,109	6,993
<b>Shoulder kWh</b>	1,421,153	3,000,389
<b>Demand</b>	7,101	6,615
<b>Off-Peak kWh</b>	1,675,941	3,654,448
<b>Demand</b>	5,905	5,206
<b>Total kWh</b>	15,612,846	
<b>Total (\$)</b>	1,300,080	
	<b>Counted Days</b>	317

As Requested, Town and BOE annual billing numbers:

<b>Name</b>	TRUMBULL TOWN OF	
<b>BP #</b>		<b>Legacy (CIS) Account #</b>
<b>Past 12 months at this PREMISE location</b>		
	<b>Summer</b>	<b>Winter</b>
<b>On-Peak kWh</b>	942,022	1,819,530
<b>Demand</b>	1,805	1,688
<b>Shoulder kWh</b>	458,273	717,056
<b>Demand</b>	1,704	1,606
<b>Off-Peak kWh</b>	793,437	1,238,872
<b>Demand</b>	1,640	1,518
<b>Total kWh</b>	5,969,190	
<b>Total (\$)</b>	796,695	
	<b>Counted Days</b>	371

<b>Name</b>	TRUMBULL BOARD OF EDUCATION	
<b>BP #</b>		<b>Legacy (CIS) Account #</b>
<b>Past 12 months at this PREMISE location</b>		
	<b>Summer</b>	<b>Winter</b>
<b>On-Peak kWh</b>	1,984,431	3,876,484
<b>Demand</b>	7,109	6,993
<b>Shoulder kWh</b>	1,421,153	3,000,389
<b>Demand</b>	7,101	6,615
<b>Off-Peak kWh</b>	1,675,941	3,654,448
<b>Demand</b>	5,905	5,206
<b>Total kWh</b>	15,612,846	
<b>Total (\$)</b>	1,300,080	
	<b>Counted Days</b>	317